IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

SOPHIA M. ARMSTRONG)
Plaintiff)
vs)
ROBERT RUSSELL ARMSTRONG)
Defendant)

DECREE

No 2172 FILED A.M. P.M. JAN 7 1948 OTTO F PETERSON Clerk By B. CLYDE EAGLESON DEPUTY

This cause came on regularly to be heard this 7th day of January, 1949, upon the complaint of the plaintiff herein, J. L. Eberle, Esquire, appearing for the plaintiff; and the defendant having been duly served with process and failing to make any appearance by pleading, counsel or otherwise, and an affidavit showing that said defendant has not been and is not now in the military service, the default of said defendant was duly entered; and the court, having heard the evidence submitted by plaintiff and being fully advised in the premises, finds and decides:

1. That the defendant Robert Russell Armstrong and the plaintiff Sophia M. Armstrong intermarried on the 12th day of December, 1939, at New Westminster, British Columbia, and ever since have been and now are husband and wife.

2. That Plaintiff now is and has been a bona fide resident of the State of Idaho for more than six weeks next preceding the commencement of this action.

3. That there are no children of said marriage and there is no community property.

4. That said Plaintiff and said Defendant now live, and continuously, since on or about the latter part of December, 1939, have lived separate and apart without cohabitation; that during said period said Defendant neglected to provide plaintiff with the common necessaries of life, said defendant having the ability to do so, and plaintiff during said entire period did support herself.

5. That plaintiff herein is entitled to a decree of divorce.

WHEREFORE, IT IS NOW ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between the plaintiff, Sophia M. Armstrong and the defendant Robert Russell Armstrong, be and the same hereby are dissolved absolutely and the said parties are, and each of them is, freed and released from the obligations thereof.

Done in open court in Ada County, State of Idaho, this 7th day of January, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deed, Armstrong
to
Armstrong

Case 2172

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of January, 1949.

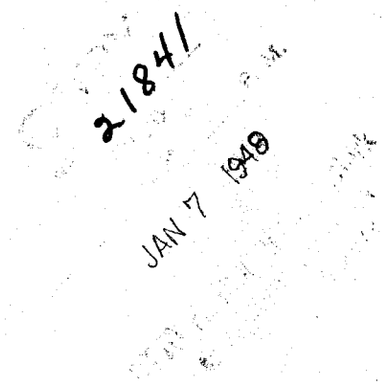
By B. Clyde Engleman, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

- - - - - - -

MARGARET N. ELLER, Plaintiff	)	
vs.	)	DECREE
LOREN L. ELLER, Defendant	)	



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This cause came on for hearing this 7th day of January, 1949 at 10:00 o'clock a.m. and it appearing to the court that due and proper service of process, as required by law, was had upon Loren L. Eller, and that the defendant having failed to answer in the time allowed for answer and the default of the defendant having been entered herein and the plaintiff appearing in person and by her attorneys, Fredricks & Jeppesen, and the defendant failing to appear, specially or otherwise, and the plaintiff having submitted the testimony of witnesses and the residence of the plaintiff having been corroborated by additional testimony and the matter having been submitted for judgment and the court having considered the evidence from which it appears that the allegations of the complaint are true and the premises being by the court understood and considered;

As conclusions of law from the foregoing, the court finds that the plaintiff's maiden name was Margaret N. Baker; that she is entitled to a restoration of her maiden name; that plaintiff is entitled to a decree dissolving the bonds of matrimony between herself and the defendant upon the grounds of extreme cruelty; that no children were born of said marriage and that there is no community property owned by the plaintiff and defendant herein;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED;

1. That the bonds of matrimony heretofore existing between plaintiff, Margaret N. Eller and defendant, Loren L. Eller be and they are hereby dissolved and forever held for naught;

2. That the plaintiff's maiden name, Margaret N. Baker, be and it hereby is restored to her;

~~3. That the plaintiff had judgment against the defendant for the sum of $_____, as and for attorneys' fees and court costs.~~

DATED this 7th day of January, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original decree of divorce, Margaret N. Eller versus Loren L. Eller, filed in above entitled action, and now remaining on file in my office in Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of January, 1949.

OTTO F. PETERSON
Clerk

By R. Faye Ferguson
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

C. 21846

JAN 7 1949
OTTO F. PETERSON, Clerk
By E. CLYDE EAGLESON DEPUTY

KATHYREN NICOL SURPLUS,
Plaintiff,
vs.
FRANK M. SURPLUS,
Defendant.

DECREE OF DIVORCE.

This cause coming on regularly to be heard in open Court this day before the Court, without a jury, plaintiff appearing in person and by her attorneys, Davison & Davison and R. H. Copple, and it appearing to the Court from the records and files herein that the defendant was regularly and personally served with Summons and Complaint, and defendant having failed to appear and plead to plaintiff's complaint within the time allowed by law, or at all, the default of the defendant was duly entered herein; and the Court having heard the evidence and proof submitted in support of said complaint and duly considering the same and being fully advised in the premises, the Court finds that all the allegations of plaintiff's complaint are true, that the defendant has treated plaintiff in an extremely cruel and inhuman manner, and that the defendant has been guilty of extreme cruelty toward plaintiff, and that plaintiff is entitled to the relief sought.

WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED, That plaintiff have and recover judgment from the defendant as follows:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be dissolved and held for naught.

2. That the defendant, Frank M. Surplus, shall pay to the plaintiff, Kathyren Nicol Surplus, for her support and maintenance, the sum of One Hundred Forty Dollars per month on the first day

of each month, and said payments shall continue until the death or remarriage of plaintiff.

3. That the terms of that certain agreement made and entered into by and between the parties hereto, under date of November 2, 1948, be, and the same are hereby approved and by reference the terms thereof incorporated as a part of this decree.

4. That the defendant shall have, as his sole and separate property, and in no wise as the community property of himself and plaintiff, the property set forth in said original agreement between the parties, as and for the separate property of the defendant; that the plaintiff shall have, as her sole and separate property, and in no wise as the community property of herself and the defendant, all that property described in the said agreement between the parties, as being plaintiff's separate property, including, but not limited to the following described United States Savings Bonds, Series "E":

Serial No.	Date of Issue	Denomination
Q10370123E	January, 1942	$25.00
Q10370385E	February, 1942	25.00
Q13973439E	March, 1942	25.00
Q20193283E	April, 1942	25.00
Q20744672E	May, 1942	25.00
Q22795991E	June, 1942	25.00
"24754605E	July, 1942	25.00
Q77053240E	February, 1943	25.00
Q77053285E	March, 1943	25.00
Q77053301E	April, 1943	25.00
Q77053321E	May, 1943	25.00
Q77033341E	June, 1943	25.00
Q184610157E	July, 1943	25.00
Q184610193E	August, 1943	25.00
L47324311E	September, 1943	50.00
Q231360428E	September, 1943	25.00
Q264958523E	October, 1943	25.00
Q2649585 64E	November, 1943	25.00
Q264958590E	December, 1943	25.00
Q300067882E	January, 1944	25.00
Q300067874E	January, 1944	25.00
Q300067905E	February, 1944	25.00
Q300067925E	March, 1944	25.00
Q300067944E	April, 1944	25.00
L81108064E	July, 1944	50.00

Q355850464E	July, 1944	25.00
Q375062484E	December, 1944	25.00
L114398125E	March, 1945	50.00
L107831427E	November, 1944	50.00
L68854158E	July, 1944	50.00

Done in open Court this day of January, 1949.

CHAS. F. KOELSCH
District Judge.

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5508

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE DOUNTY OF ADA

21856

JAN 7 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

CATHERINE M. LAW,
Plaintiff,
vs.
PAUL W. LAW,
Defendant.

JUDGMENT AND DECREE

This cause came regularly on for trial on the 7th day of January, 1949, before the Court without a jury, upon the verified complaint of the plaintiff, E. P. Barnes appearing as attorney for the plaintiff, and the defendant not appearing in person nor by counsel, the default of the defendant having been duly entered for his failure to appear and plead to plaintiff's complaint within the time allowed by law, after having been duly served personally with summons and complaint herein, in the County of Ada, State of Idaho, all as required by law. Whereupon, plaintiff and her corroborating witnesses were called, sworn and examined and oral and documentary evidence introduced in her behalf and the cause was submitted to the Court for its consideration and decision, and the Court having fully considered the same and being duly advised in all of the law and the premises, hereby finds and decides that all of the allegations of the complaint of the plaintiff are true and that plaintiff is entitled to a decree of divorce, as prayed for therein.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED AS follows:

That the bonds of matrimony existing between said plaintiff, Catherine M. Law, and the said defendant, Paul W. Law, be and the same are hereby dissolved and the plaintiff is hereby decreed an absolute divorce from the said defendant.

Done in open court at Boise City, Ada County, State of Idaho, this 7th day of January, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Judgment and Decree
Law vs Law
Case # 21856

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of January, 1949.

By B. Clyde Eagleson, Deputy.

OTTO F. PETERSON
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF AD

COPY

NO 21884
FILED
A. M. P. M.
JAN 11 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

JOE JAMES MORRISON,
Plaintiff,
v.
EVELYN MAXINE MORRISON,
Defendant.

DECREE OF DIVORCE

The above-entitled action coming on regularly for trial before the Court without a jury on this ~~8th~~ 11th day of January, 1949, the plaintiff appearing in person and with counsel, the defendant not having made any appearance herein, process having been duly served upon her, an affidavit in compliance with the Soldiers' and Sailors' Relief Act of 1940 having been duly filed, and the default of defendant having been duly entered, evidence was introduced on behalf of plaintiff and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That plaintiff is a resident of the State of Idaho, and that the allegations in plaintiff's complaint are true and that defendant is guilty of extreme cruelty as alleged in said complaint, and that plaintiff is entitled to a divorce;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between plaintiff and defendant be, and the same are hereby dissolved;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the custody of the parties' two minor children, Jo Ann Morrison and Patricia Morrison, be, and they are hereby awarded to defendant with the provision that plaintiff may visit said children at all reasonable times;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That plaintiff pay to the defendant for the support and maintenance of each child of plaintiff and defendant the amount of $37.50 per month for each child during the minority of each of said children, and that said payments commence and thereafter be made in installments as follows: $37.50

on the 15th day of January, 1949, and $37.50 on the 1st day of February, 1949, and a like amount on the fifteenth and first day of each and every month thereafter so long as both of said children are minors; that when the elder of said minor children shall attain the age of eighteen years the plaintiff shall pay to the defendant for the support and maintenance of the younger of said children the amount of $37.50 on the first day of each month thereafter until said younger child shall attain the age of eighteen; that in addition to said payments the plaintiff shall pay to the defendant all necessary medical and hospital expenses incurred by or on behalf of either or both of said minor children; that plaintiff shall pay outstanding community debts of plaintiff and defendant in the amount of $78.39;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the following described personal and real property be, and the same is hereby, awarded to defendant as her sole and separate property:

> All of the household goods, furniture, and furnishings, and her wearing apparel and personal effects located in the dwelling house situated on the premises hereinafter more particularly described.
>
> That certain real property situate in Boise, County of Ada, State of Idaho and described as follows, to-wit:
>
> Lots 11, 12, 13, 14 and 15 of Block 25 of Cruzen's Addition to Boise City, Ada County, Idaho, subject to a mortgage dated the 15th day of November, 1945, upon which there is a balance due of $3,504.04, to First Federal Savings & Loan Association, recorded in Book 178 of Mortgages at page 208, which mortgage defendant is to assume and pay.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That plaintiff be awarded the following described insurance policies:

> National Service Life, No. N3909019, Face Value: $10,000.00.
> Metropolitan Life Insurance Company, No. 10 127 493, Face Value: $2,500.00.
> Thirteenth Division Postal Relief Assn. No. 1573.

and so long as the first above-described policy remains in force and effect the minor children of the parties shall be designated and remain the principal beneficiaries thereof.

Dated and signed this 11th day of January, 1949.

Charles E. Winstead
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE OF DIVORCE No. 21884

In Joe James Morrison v. Evelyn Maxine Morrison

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 11th day of January, 1949.

Otto F. Peterson
Clerk.

By Ioma Hill, Deputy.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

****

MARY FERTIG)
Plaintiff)
-vs-) D E C R E E
WILLIAM FERTIG)
Defendant)

2/865

JAN 13 1949
OTTO F PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

This cause came on regularly to be heard in open Court on the 12 day of January , 1949, the plaintiff being represented by her Attorney, J. M. Lampert.

The time for answer having expired, and no answer or other plea having been made to the complaint herein, and the records showing due service, and affidavit being on file showing the defendant is not now, and for more than six months last past, has not been in the military service of the United States of America, as defined in section 101 (1) of the Soldier's and Sailor's Relief Act of 1940, or any amendments thereof--the default of the defendant is entered. Evidence having been presented to the court for the plaintiff, and there having been corroboration as to plaintiff's residence in the State of Idaho for more than six full weeks prior to the filing of the complaint.

And the court finds that the defendant has been guilty of extreme cruelty toward the plaintiff, and that the allegations of the complaint are sustained by the evidence; and the plaintiff has been a resident of Idaho for more than six full weeks preceding the filing of this action.

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between plaintiff and defendant be, and they are hereby dissolved, and the parties hereto are restored to the status of single persons. The plaintiff is awarded the care and custody of Barbara Fertig the youngest of the minor children of said parties subject to the right of visitation granted to the defendant at reasonable times and hours.

Done in Open Court this day, month and year first above written.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO,)
ss.
County of Ada)

I, OTTO F. PETERSON, CLERK OF THE DISTRICT court of the Third Judicial District of the State of Idaho, in and for the County of Ada, Do hereby certify that the foregoing is a true and correct copy of the original DECREE in case docket no. 21865; a

Mary Fertig

-vs-

William Fertig

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WEREOF, I have hereunto set my hand and affixed my official seal this 12th day of January, 1949.

OTTO F. PETERSON
Clerk
By B Lyle Eagleson
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * *

ELEANOR SCHLICHTING,

Plaintiff,

-vs-

WILLIAM J. SCHLICHTING,

Defendant.

COPY

NO. 21861

FILED

A. M. P. M.

JAN 14 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

* * *

D E C R E E

The above entitled cause came on regularly to be heard and tried before the court on the 14th day of January, 1949, ~~1948~~, the plaintiff appearing in person and by her attorney, Pete Leguineche, and the defendant not appearing either in person or by attorney;

And upon said hearing, it satisfactorily appearing to the court that the defendant herein, William J. Schlichting, was personally and duly served with summons herein attached to a copy of the complaint referred to in the said summons and on file in this cause, and the defendant having acknowledged service and entered his general appearance, and having refused to plead further and authorized entry of default against him for his failure and refusal to plead further, and the time for so answering or otherwise pleading to the complaint having expired, and no answer, demurrer, or other plea having been filed; and it satisfactorily appearing to the court from an affidavit filed by the plaintiff that the said defendant is not in the military service of the United States of America in any capac-

ity whatsoever, and the default of the defendant, William J. Schlichting, having been duly entered according to law, and the court having heard the testimony introduced in behalf of the said plaintiff and in support of his complaint; and upon consideration of the said testimony the court finds upon the cause of action of the said plaintiff the issues in favor of said plaintiff and against the said defendant and finds that the said defendant has been guilty of extreme cruelty of and towards the said plaintiff, and that the said plaintiff by reason of such extreme cruelty is entitled to have the bonds of matrimony heretofore and now existing between plaintiff and defendant dissolved, and to be forever divorced from the said defendant; and,

The court further finds that the said plaintiff has been a bona fide resident of and has continuously resided in the State of Idaho for more than six weeks immediately preceding the commencement of this action; and

The court further finds that the plaintiff and defendant have acquired no community property; and

The court further finds that no children have been born as the issue of said marriage of plaintiff and defendant; and

The court further finds that the name by which said plaintiff was known prior to said marriage, is Eleanor Nunan, and that she had prayed such name be restored to her, and the court finds that good cause existing, such name should be restored to her.

NOW, THEREFORE, on this 14th day of January, 1949, IT IS HEREBY ORDERED, ADJUDGED AND DECREED by this court that the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and the same hereby are, dissolved, and the said plaintiff, Eleanor Schlichting, be, and she

hereby is, forever divorced from the said defendant, William J. Schlichting, and each the said plaintiff and the said defendant is hereby restored to the status of a single person.

Dated this 14th day of January, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE: Eleanor Schlichting vs. William J Schlichting No. 21861

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of January, 1949.

By Irma Hill, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

E. LEONA DROWN,

Plaintiff,

-vs-

RUSSELL LEE DROWN,

Defendant.

21478

FILED

DECREE ..... A M ..... P. M.

JAN 14 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

This cause came on regularly for trial in open court before the undersigned, one of the judges of the above entitled court on the 14th day of January, 1949, upon plaintiff's complaint, plaintiff appearing in person and by E. B. Smith, Boise, Idaho, her attorney of record, the defendant appearing not, and it appearing to the court that the defendant has been duly, regularly and personally served with summons and a copy of the complaint in this suit; that the time provided by law within which defendant might appear and plead to plaintiff's complaint having expired, and he having failed, neglected and refused to plead to plaintiff's complaint or in any manner to appear herein; it appearing on affidavit for default filed herein that defendant is not in the military service of the United States of America, in any capacity whatever, and is not a person in military service, as defined in Section 101 (1) of the Act of Congress approved October 17, 1940, and amendments thereto, cited as the Soldiers' and Sailors' Civil Relief Act of 1940, and amendments, or in any other Act of Congress, or of the State Legislature, duly adopted and approved, and that an order allowing default of defendant

has been duly entered herein together with default of defendant on account of his failure to so appear or plead herein, the allegations of plaintiff's complaint and each of them being confessed by defendant by his failure to make answer or plead thereto; witnesses on behalf of plaintiff having been called, sworn and having testified, and oral and documentary evidence having been introduced in support of the allegations of plaintiff's complaint, and no evidence having been introduced by or on behalf of defendant; plaintiff having rested, the evidence having been considered by the Court, and the Court being fully advised in the premises and having found each and all of the allegations of plaintiff's complaint to be true;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree:

That the bonds of matrimony heretofore and now existing between E. Leona Drown, plaintiff, and Russell Lee Drown, defendant, be and the same hereby are dissolved, and said parties are and each of them is freed from the obligations thereof;

That the custody of the minor children, issue of the marriage of plaintiff and defendant, John Ellsworth Drown, born April 21, 1934, Clifford Lee Drown, born December 29, 1935, Edna Louise Drown, born May 21, 1937, and Sharon Darlene Drown, born August 8, 1939, be and the same hereby is awarded unto plaintiff;

That defendant be and he hereby is ordered and directed to pay the sum of $50.00 per month to plaintiff as support money for said children until the three eldest children, John Ellsworth Drown, Clifford Lee Drown and Edna Louise Drown shall have attained the age of 18 years, and thereafter the sum of $25.00 per month until the youngest child, Sharon Darlene Drown, shall have attain-

ed the age of 18 years; said payment of $50.00 a month to commence as of February 1, 1949, for the month of February, 1949, said payments to be made thereafter on the first day of each and every month; that defendant be and he hereby is granted the right to visit said children or any of them at reasonable times and to have said children or any of them visit him at reasonable times, so long as he shall pay and contribute to plaintiff the aforesaid support money for said children;

That the marriage settlement arrived at between plaintiff and defendant during the month of December 1947, upon liquidation of their community property interests, from the proceeds of which plaintiff retained the sum of $1,000.00, and defendant retained the sum of $1800.00, each such sum and proceeds thereof by way of moneys or other property to be and remain the sole and separate property of each, plaintiff and defendant, be and the same hereby is approved;

That the court retain jurisdiction in this suit to the end that the rights of plaintiff and said children and each of them be fully protected in event plaintiff shall make further application to this Court on her own behalf or on behalf of said minor children or any of them, for the protection of their rights, or any of them, and to the further end that upon any application by plaintiff, or any one on behalf of said minor children, or any of them, to modify this or any decree herein relating to alimony rights of plaintiff and child support money on any such application.

DATED: This 14th day of January, 1949.

Chas. F. Woolsey
District Judge

STATE OF IDAHO)
(ss:
County of Ada.)

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original decree filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of January, 1949.

O T T O F. P E T E R S O N
Clerk,

By B. Opye Eaglesson
Deputy Clerk

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

* * * * * * * *

JULIA MAXINE HOLDEN,

Plaintiff,

vs.

JERE L. HOLDEN,

Defendant.

COPY

NO 2189

FILED

_____ A. M. _____ P. M.

JAN 14 1949

OTTO F. PETERSON, Clerk

By B. CLYDE EAGLESON

DEPUTY

D E C R E E

* * * * * * * *

THIS CAUSE, Having been brought on to be heard this 14th day of January, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action, having been made upon said defendant in Boise, Ada County, Idaho, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, JERE L. HOLDEN, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, JULIA MAXINE HOLDEN, to the relief demanded in the complaint as prayed for;

That the plaintiff herein, Julia Maxine Holden, is now and has been a bona fide resident of the State of Idaho for a period of more than six full weeks immediately preceding the commencement of this action.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the property settlement agreement entered into between the plaintiff and defendant is hereby ratified, approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the Plaintiff's maiden name of JULIA MAXINE ADAMS be and the same is hereby restored to her.

DATED At Boise, Idaho, this 14th day of January, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Holden
vs Case # 21831
Holden

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of Jan., 1949.

By B. Ogle Eagleson, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO IN AND FOR ADA COUNTY

- - - - - -

NORMA CLIFTON,
Plaintiff
vs.
JOSEPH CLIFTON,
Defendant

COPY

DECREE 2183

FILED P. M.
A. M.
JAN 14 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

- - - - - -

This cause came on regularly for hearing before the Court on this 14th day of January, 1949 without a jury upon the complaint of the plaintiff and the answer of the defendant, the court finding that he was not in the military service within the meaning of the act of Congress approved October 17, 1940 as amended and known as the Soldiers and Sailors Civil Relief Act of 1940, and that order permitting this cause to proceed to hearing and judgment has been duly entered, and the plaintiff appearing in person and by her counsel Sam S. Griffin and the defendant not appearing;

WHEREUPON, Evidence on behalf of plaintiff was presented, and the defendant presenting no evidence, the court having considered the same, finds and concludes that the allegations of the complaint are true and that the defendant has been guilty of inflicting grievous mental suffering and extreme cruelty upon the plaintiff, and that a decree of divorce should be granted in favor of the plaintiff and against the defendant, and that she should have the custody of the child of the parties, written findings of fact and conclusions of law having been waived.

NOW THEREFORE, upon motion of attorney for the plaintiff;

-I-

IT IS ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between NORMA CLIFTON and JOSEPH CLIFTON are hereby dissolved and that each of said parties is forever freed of all the obligations of said marriage.

-II-

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the plaintiff NORMA CLIFTON shall have the exclusive custody of the minor child of said parties, namely, Joseph Norris Clifton.

Dated this 14th day of January, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Clifton
vs Case # 21839
Clifton

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of Jan., 1949.

By B. Lyle Taylor, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR ADA COUNTY.

BEATRICE HEEBE LEACH, :
Plaintiff, :
-vs- :
LLOYD O. LEACH, :
Defendant. :

COPY
NO. 31864
FILED
A.M. P.M.
JAN 17 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

DECREE OF DIVORCE.

On this 14th day of January, 1949, this cause came regularly on for trial in open court, the plaintiff appearing in person and with her witnesses, and being represented by Geo. H. van de Steeg, her attorney of record in the action, and the defendant appearing not at all, either in person or by counsel; and it appearing to the Court from the records and files of the cause that the said defendant has been duly and legally personally served with the summons in this action within the State of Idaho, and that he has failed to answer, or otherwise plead, to the complaint of the plaintiff filed herein, and that the time allowed by law so to do has now fully expired, and it further appearing that said defendant is not engaged in the military and/or naval service of the United States of America under the provisions of the Act of Congress of 1940, known as the Soldier's and Sailor's Civil Relief Act; NOW THEREFORE' on motion of counsel for the plaintiff;

IT IS HEREBY ORRDERED that said defendant is in default and judgment of default is hereby rendered against him, and the Clerk of this Court is hereby directed to enter judgment of default against the said defendant upon the minutes of this court and in the records of the court in this cause.

AND THEREUPON, the Court proceeded with the trial of the cause, and plaintiff and her witnesses were duly sworn to tesitufy, and did testify, and the Court being now fully ad-

vised in the premises finds that the allegations in plaintiffs complaint contained are fully substantiated by competent evidence, and that the plaintiff is entitled to a decree of divorce from and against the said defendant.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between plaintiff and defendant be, and hereby are, dissolved and set at naught, and plaintiff is hereby granted a decree of divorce from and against the said defendant, and that the plaintiff's name prior to her marriage with said defendant, namely, Beatrice Beeb, be and hereby is restored to her.

Dated at Boise, Idaho, this 17th day of January, 1949.

Charles E. Winstead
District Judge.

State of Idaho :
: ss.
County of Ada :

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for Ada County, do hereby certify that the foregoing is a true and correct copy of the original decree of divorce filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17th day of January, 1949.

Otto F. Peterson
Clerk

By Irma Hill
Deputy Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR ADA COUNTY.

****

MARY JUNE JORDAN,
Plaintiff,
vs.
CLIFFORD W. JORDAN,
Defendant.

DECREE.

COPY

No. 21874 FILED JAN 20 1949 A.M. P.M.
OTTO F. PETERSON, Clerk
By R. CLYDE EAGLESON DEPUTY

****

This cause coming on to be heard on this 20th day of January, 1949, before the undersigned, one of the Judges of the above entitled Court, and, it appearing that the defendant has been duly and regularly served with summons by personal service thereof within the State of Idaho, and, it also appearing that the defendant is not a person in Military Service as defined by Section 101 (1) of the Act of Congress approved October 17, 1940, or any Amendments or Supplements thereto cited as the Soldiers and Sailors Relief Act of 1940, or any other Act of Congress or of the State Legislature of the State of Idaho, duly adopted and approved; and, it further appearing that the defendant has made no appearance by demurrer, answer or otherwise, within the time allowed by law; whereupon, default of the defendant was duly and regularly entered in the premises, witnesses on the part of the plaintiff having been duly sworn and examined, and the Court being fully advised in the premises, ordered that judgment be entered in favor of the plaintiff;

NOW, THEREFORE, by reason of the law and the premises aforesaid, IT IS ORDERED, ADJUDGED AND NOW DECREED, That the

bonds of matrimony hitherto existing between the plaintiff and the defendant, be, and the same are hereby dissolved, cancelled, annulled and helf for naught, as fully and completely as if the same had never been on the ground of extreme cruelty, as alleged and set forth in the complaint herein, and that each of the parties hereto, after the entry of this decree, be, and they are, hereby restored to the status of single persons.

Dated: January 20, 1949.

CHARLES E. WINSTEAD

District Judge

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for Ada County, hereby certify that I have compared the foregoing copy with the original decree in the above entitled action, filed and entered in my office on the 20th day of January, 1949, and the same is a full, true and correct copy of such original and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 20th day of January, 1949.

OTTO F. PETERSON

Clerk

By [signature]

Deputy Clerk

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY
No. 21840
FILED
JAN 20 1949
P. M.
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

LOIS S. LEECH,
Plaintiff,

vs.

JACK R. LEECH,
Defendant.

DECREE OF DIVORCE

This case came on regularly for hearing before the Honorable Chas. F. Koelsch in the above-entitled court on the 7th day of January, 1949; plaintiff appearing in person and by her attorney, Claude Marcus, of Boise, Idaho; Defendant not appearing nor being represented by counsel.

Upon proper showing of service and failure of Defendant to plead to the complaint herein within the time required by law, the default of Defendant was ordered entered herein. Whereupon, testimoney was introduced in behalf of Plaintiff and no testimony was submitted in behalf of Defendant; the court being fully advised in the premises, both as to the law and facts, finds as follows:

I

That Plaintiff is now and has been for more than six full weeks preceding the filing of this action, a bona fide resident of the State of Idaho.

II

That Defendant, Jack R. Leech, is not now in the

military service of the United States or of any ally in any capacity whatever.

III

That the proof of Plaintiff free from legal objection, establishes the allegations of her complaint as true, and by reason thereof, Plaintiff is entitled to a decree of divorce on the ground of extreme cruelty.

NOW, THEREFORE, PURSUANT TO THE ABOVE FINDINGS OF FACT, THE COURT DOES HEREBY ORDER, ADJUDGE, AND DECREE AS FOLLOWS:

That Plaintiff, LOIS S. LEECH, is entitled to, and she is hereby granted a full and absolute decree of divorce from the Defendant upon the ground of extreme cruelty, and the bonds of matrimony existing between Plaintiff and Defendant are hereby dissolved, and they are restored to the status of single persons.

Dated and signed this 20th day of January, 1949.

Chas. F. Koelsch
District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Leech
vs Case # 21848
Leech

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of January, 1949.

OTTO F. PETERSON
Clerk.

By B. Clyde Eagleson, Deputy.

X

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * *

DELLA MAE WRENN,

Plaintiff,

-vs-

JACK WRENN,

Defendant.

COPY

NO 21843

FILED

A. M. P. M.

JAN 21 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

D E C R E E

* * *

The above entitled cause came on regularly to be heard and tried before the court on the 21st day of January, 1949, the plaintiff appearing in person and by her attorney, Pete Leguineche, and the defendant not appearing either in person or by attorney;

And upon said hearing, it satisfactorily appearing to the court that the defendant herein, Jack Wrenn, was personally and duly served with summons herein attached to a copy of the complaint referred to in the said summons and on file in this cause, and the defendant having acknowledged service and entered his general appearance, and having refused to plead further and authorized entry of default against him for his failure and refusal to plead further, and the time for so answering or otherwise pleading to the complaint having expired, and no answer, demurrer, or other plea having been filed; and it satisfactorily appearing to the court from an affidavit filed by the plaintiff that the said defendant is not in the military service of the United States of America in any capac-

ity whatsoever, and the default of the defendant, Jack Wrenn, having been duly entered according to law, and the court having heard the testimony introduced in behalf of the said plaintiff and in support of her complaint; and upon consideration of the said testimony the court finds upon the cause of action of the said plaintiff the issues in favor of said plaintiff and against the said defendant and finds that the said defendant has been guilty of extreme cruelty of and towards the said plaintiff, and that the said plaintiff by reason of such extreme cruelty is entitled to have the bonds of matrimony heretofore and now existing between plaintiff and defendant dissolved, and to be forever divorced from the said defendant; and,

The court further finds that the said parties have made and entered into an agreement in writing making adjustment of their property rights and providing for support and maintenance, which agreement is in words and figures as follows:

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

Between DELLA MAE WRENN, of Boise, Ada County, Idaho as the

WIFE,

and

JACK WRENN, of Boise, Ada County, Idaho, as the

HUSBAND.

THIS SEPARATION AGREEMENT Made and entered into this 20th day of November, 1948, by and between Della Mae Wrenn, of Boise, Ada County, Idaho, hereinafter referred to as the wife and Jack Wrenn, of Boise, Ada County, Idaho, hereinafter referred to as the husband,

W I T N E S S E T H:

WHEREAS, the parties hereto are now and for a long time prior hereto have been husband and wife; and,

WHEREAS, disputes and difficulties have arisen and do now exist between the said wife and husband as a result whereof the said parties have heretofore separated and are now living separate and apart and the said parties have become finally and fully convinced that it is impossible for them now or hereafter to live together as husband and wife; and,

WHEREAS, there have been born as the issue of the said marriage and as the issue of a prior marriage between said parties three minor children of the names and ages as follows:

Sandra Kay Wrenn, a girl, of the age of 7 years;
Garry Arthur Wrenn, a boy, of the age of 6 years;
Linda Lee Wrenn, a girl, of the age of 3 years;

WHEREAS, the said minor children are now in the care and custody of the said wife at the home of the parties hereto in Boise, Ada County, Idaho; and,

WHEREAS, the said parties hereto since their said marriage have acquired, accumulated and do now own as their community property the following described real and personal property:

REAL PROPERTY

The residence home of the parties hereto located at 1220 Boise Avenue more particularly described as follows:

Portion of Block Thirty, Dundee First Subdivision, according to the Plat thereof, filed in Book One of Plats at Page Twelve, described as follows: Beginning at the intersection of the Northwesterly line of the alley in said Block dedicated in Book Nine of Plats at Page 405, thence Northwesterly along the Southwesterly line of said Block, seventy-two feet; thence North 38° 30' East, eighty-eight feet more or less to intersect the North line of Lot Thirty in said Block; thence East along said North line, forty feet more or less to intersect the West line of the original alley; thence South along said West line fifty-two feet to intersect the Northwesterly line of the alley first herein referred to; thence Southwesterly along said line 77.3 feet to the place of beginning.

PERSONAL PROPERTY

Furniture, fixtures, equipment and household effects situate in and upon the residence property of the parties hereto hereinabove described;

A 1941 Ford Tudor Sedan of the approximate value of One Thousand Dollars ($1,000.00).

WHEREAS, the parties desire to amicably settle and adjust between themselves on the terms and conditions hereinabove set forth their respective rights and duties in regard to the said community property and to provide for the custody, support and maintenance of the said minor children.

NOW, THEREFORE, in full settlement and adjustment of the respective rights and duties of the parties hereto, the said parties have agreed and do hereby agree as follows, to-wit:

First, that the said wife shall have the absolute care, custody and control of the said minor children.

Second, the said husband shall pay to the said wife for the support and maintenance of such minor children and of the said wife the sum of One Hundred Seventy-Five Dollars ($175.00) per month.

Third, that the said wife shall have as her sole and separate property free and clear from any and all claim on the part of the said husband all of the household furniture, equipment and effects situate in and upon the said real property and owned and used by the parties hereto;

Fourth, that the said husband shall have as his sole and separate property free and clear from any claim or right on the part of the said wife the said 1941 Ford Tudor Sedan Automobile;

Fifth, that the said wife shall have as her sole and separate property the real property hereinabove described and the said husband agrees to execute such instruments, including gift deeds, as may be necessary to convey to her such property free and clear of any right or interest on the part of the said husband, to have and to hold said property unto the said wife as her sole and separate property and not in anywise as community property, provided, however, that said property is hereby granted to the said wife subject to the mortgaged indebtedness due to First Federal Savings and Loan Association of Boise;

Sixth, that both of the parties hereto shall execute such warranty deeds, quitclaim deeds, bills of sale or other instruments as may be necessary to carry into effect the terms of this agreement, and each of the parties hereto does hereby release to the other any and all claims to the earnings and accumulations hereafter made by either party and does release and disclaim any and all rights arising from the marital status of the parties hereto to any and all property hereafter acquired by the other, and all such property, earnings and accumulations of the parties hereto shall belong to the party so acquiring, earning or accumulating such property, earnings or accumulations, as the sole and separate property of such party and free and clear from any right on the part of the other.

Seventh, the parties hereto further mutually agree to accept this agreement and the provisions thereof in full

settlement and compromise of their respective rights and obligations created by or arising out of the said marital status, and each hereby does relinquish and surrender any further or other claim or right which he or she might have to support, property, attorney fees, court costs, or otherwise.

Eighth, in the event that either of the parties hereto obtain a divorce from the other this separation agreement, subject to the approval of the Court, shall be confirmed and made a part of any decree of divorce rendered in any action for divorce.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

s/ Della Mae Wrenn
Wife

s/ Jack Wrenn
Husband

The court further finds that the said agreement is fair and equitable and ought to be confirmed and approved by this court;

And the court further finds that the said plaintiff has for more than six weeks immediately preceding the commencement of this action continuously resided in the State of Idaho and has been and is a bona fide resident of said state for more than such period immediately preceding the commencement of this action;

And the court further finds that the plaintiff is the fit and proper person to have the custody of the minor children of the plaintiff and defendant;

The court further finds that there have been born as the issue of the said marriage between plaintiff and defendant three minor children of the names and ages as follows:

Sandra Kay Wrenn, a girl, of the age of 7 years;

Garry Arthur Wrenn, a boy, of the age of 6 years;

Linda Lee Wrenn, a girl, of the age of 3 years;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between

plaintiff and defendant be, and the same hereby are, dissolved and plaintiff and defendant be, and they hereby are, forever divorced from each other.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the agreement between the parties hereinabove set forth be, and the same hereby is, approved, adopted and confirmed by the court;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff shall have and there is hereby awarded to her as her own sole and separate property free from any and all claim of the defendant and for her own sole and separate use, benefit and behoof forever the following described real and personal property, to-wit:

> Portion of Block Thirty, Dundee First Subdivision, according to the Plat thereof, filed in Book One of Plats at Page Twelve, described as follows: Beginning at the intersection of the Northwesterly line of the alley in said Block dedicated in Book Nine of Plats at Page 405, thence Northwesterly along the Southwesterly line of said Block, seventy-two feet; thence North 30° 30' East, eighty-eight feet more or less to intersect the North line of Lot Thirty in said Block; thence East along said North line, forty feet more or less to intersect the West line of the original alley; thence South along said West line fifty-two feet to intersect the Northwesterly line of the alley first herein referred to; thence Southwesterly along said line 77.3 feet to the place of beginning, together with all furniture, fixtures, equipment and household effects situate in and upon the residence property above described.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant shall have and there is hereby awarded to him as his own sole and separate property free from any and all claim of plaintiff and for his own and separate use, benefit and behoof, the 1941 Ford Tudor Sedan Automobile.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That plaintiff be andshe hereby is awarded the custody, care and control of the said minor children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That said defendant pay to the said plaintiff for the support and

maintenance of said minor children and of the said plaintiff the sum of One Hundred Seventy-Five Dollars ($175.00) per month.

Dated this 21st day of January, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Della Mae Wrenn

vs. No. 21843

Jack Wrenn

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of January, 1949.

By Irma Hill, Deputy. Otto F. Peterson Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

****

EUPHA P. CARBERRY,
Plaintiff)

-vs-) DECREE

WAYNE C. CARBERRY
Defendant)

COPY
No. 2182
FILED
A. M. P. M.
JAN 21 1949
OTTO F. PETERSON, Clerk
By H. CLYDE LAGLESON
DEPUTY

This cause came on regularly to be heard in open Court on the 21st day of January, 1949, the plaintiff being represented by her Attorney, J. M. Lambert.

The time for answer having expired, and no answer or other plea having been made to the complaint herein, and the records showing due service of process, and affidavit being of file showing the defendant is not now, and for more than six months last past, has not been in the military service of the United States of America, as defined in section 101 (1) of the Soldier's and Sailor's Relief Act of 1940, or any amendments thereof--the default of the defendant is entered. Evidence having been presented to the court for the plaintiff, and there having been corroboration as to plaintiff's residence in the State of Idaho for more than six full weeks prior to the filing of the complaint.

The court finds that the defendant has been guilty of wilful desertion of the plaintiff and of wilful neglect and failure to provide for his wife and their minor child the common necessities of life, he having the ability so to do and that the allegation of the complaint are sustained by the evidence; and that the plaintiff has been a resident of the state of Idaho for more than six full weeks preceeding the filing of this action.

NOW THEREFORE, IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between plaintiff and defendant be and they are hereby dissolved, and the parties hereto are restored to the status of single persons. The plaintiff is awarded the exclusive care and custody of Roma Lee Carberry the minor child of said parties.

Done in open court the day, month and year first above written.

CHAS. F. KOELSCH
District Judge

State of Idaho)
) ss.
County of Ada)

I, OTTO F. PETERSON, CLERK OF THE DISTRICT court of the Third Judicial District of the State of Idaho, in and for the County of Ada, Do hereby certify that the foregoing is a true and correct copy of the original DECREE in case docket no. 21825 ;

Eupha P. Carberry -vs- Wayne C. Carberry

filed in the above entitled action and remaining now on file in my office at Boise, City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of January, 1949.

OTTO F. PETERSON
Clerk

By P. Ryan Engleman
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

MARY ELENE STEWART,

Plaintiff,

vs.

WILLIAM D. STEWART,

Defendant.

JUDGMENT

COPY

No. 2178-99

FILED

A. M. JAN 21 1949 P. M.

OTTO F. PETERSON, Clerk
By B. Clyde EAGLESON
DEPUTY

THIS CAUSE, Coming on regularly to be heard on the 21st day of January, 1949, before the Court without a jury, and the plaintiff appearing in person and by her attorney, Thornton D. Wyman, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon upon said defendant, and that the time for answering, demurring, or appearing, has expired; that the default of said defendant, William D. Stewart, for failing to appear, answer, or demur within the time prescribed by law, has been heretofore duly entered herein,

WHEREUPON, Evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free and clear from all objections as to competency, admissibility and sufficiency, and it appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree;

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony between plaintiff and defendant be, and the same are hereby forever dissolved.

2. That the plaintiff's former name of Mary Elene Stephens be, and the same is, hereby restored to her.

3. ~~That the plaintiff be, and she is hereby, awarded the sum of $150.00 attorney's fees and $15.00 court costs.~~

4. That the plaintiff be, and she is hereby, awarded the sum of $300.00 on the Second Cause of Action, and the sum of $230.00 on the Third cause of Action. Any for costs in the sum of ———

DATED and SIGNED This 21st day of January, 1949.

CHAS. F. KOELSCH
District Judge

CERTIFICATE

STATE OF IDAHO)
)
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, is and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment in the case of Mary Elena Stewart vs. William N. Stewart, No. 20500, filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of January, 1949.

By B Clyde Eagleson
Deputy

OTTO F PETERSON
Clerk

5521

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY
No. 21858
FILED 9 A.M. JAN 28 1949
OTTO F. PETERSON, Clerk
By IRMA HILL DEPUTY

LEONA VELMA EVANS,
Plaintiff,
-vs-
FRANK J. EVANS,
Defendant.

DECREE OF DIVORCE
#21858

The above-entitled cause came on for hearing before the Court in Open Court at Boise, County of Ada, State of Idaho, on the 28th day of January, 1949. The plaintiff appeared in person and through his attorney, Benj. F. Harrison, and the defendant did not appear, either in person or by attorney.

It appeared to the Court that the defendant had been served with process by publication of summons as required by law and had failed to appear and answer, or otherwise plead to, the plaintiff's complaint filed in said cause, that no further time had been granted the defendant in which to appear and answer or plead to said cause, and it further appearing from plaintiff's affidavit and satisfactory evidence adduced that the defendant is not, and has not been since the commencement of this action, nor for more than one year prior thereto, in military service of the United States of America, or its allied nations, as contemplated by the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court had ordered the Clerk to enter the default of said defendant according to law.

The plaintiff introduced evidence in behalf of her complaint, which was corroborated by the testimony of one witness as to her residence in the state of Idaho, and the cause was submitted

to the Court for decision and after considering the evidence, and being fully advised, the Court finds the issues in favor of the plaintiff and against the defendant, and that said defendant has been guilty of extreme cruelty and wilful desertion, and that plaintiff is entitled to have the bonds of matrimony between the plaintiff and defendant dissolved, and to be divorced from the defendant.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same hereby are, dissolved, and the plaintiff divorced from the defendant.

Done at Boise, Idaho, this 28th day of January, 1949.

Chas F. Koelsch
JUDGE OF THE DISTRICT COURT,
THIRD JUDICIAL DISTRICT,
STATE OF IDAHO.

STATE OF IDAHO)
(ss
COUNTY OF ADA)

I, Otto F. Peterson, County Clerk of the County of Ada, in the State of Idaho, and ex-officio Clerk of the District Court of said County and State aforesaid, hereby certify that I have compared the foregoing copy of the divorce decree in the matter of Leona Velma Evans vs. Frank J. Evans with the original on file in said action, filed in my office on the 28th day of January, 1949, and that the same is a full, true, and correct copy of the said original, with the indorsements thereon, and of the whole thereof, now on file in this office.

WITNESS My hand and the seal of the said District Court this 28th day of January, 1949 .

OTTO F. PETERSON
CLERK
BY R Clayton Chapman
DEPUTY

(SEAL)

2-bfh

5522

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

JAN 28 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

NORA LEE STRADLEY
Plaintiff,

vs.

CHARLES STRADLEY
Defendant.

DECREE OF DIVORCE

THIS CAUSE CAME ON TO BE HEARD In Open Court on the 28th day of January, 1949, the plaintiff appearing in persona nd by Creed W. Mullins, her attorney, and the defendant appearing not;

And it appearing from the records and files in this cause that a complaint was duly and regularly filed in the above entitled Court and cause on the 18th day of December, 1948, and that the defendant was personally served with Summons in Canyon County, Idaho, on the 21st day of December, 1948, and that an appearance was made herein by said defendant, by filing a Demurrer and Motion for transfer of said cause from Ada County, Idaho, to Canyon County, Idaho;

And it appearing further, that a Stipulation was entered into by and between the plaintiff and defendant, whereby it was stipulated that the said Motion be denied and that the said Demurrer be overruled and in which said stipulation the defendant refused to plead further.

WHEREFORE: Upon Motion of Creed W. Mullins, Atterney for plaintiff, for a default, the default of the defendant was duly and regularly entered.

After the entry of the default of said defendant, witnesses

were sworn, and the plaintiff offered proof in the support of the allegations of the complaint, after which the Court being fully advised in the premises decided that the plaintiff was entitled to the relief prayed for in her complaint.

NOW THEREFORE: IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does Order, Adjudge and Decree, ahat the bonds of matrimony now existing between plaintiff and defendant be, and the same are hereby forever dissolved and the parties hereto released therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does Order, Adjudge and Dedree, that the plaintiff be, and she is hereby awarded the care, custody and control of David Grant Stradley, the minor child of plaintiff and defandant, with the right of visitation of said minor child at reasonable times on the part of the said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does Order, Adjudge and Decree, that the said defendant pay to the plaintiff the sum of $50.00 per month for the support, care and maintenance of said minor child until further Order of this Court. The first payment shall be made on the first day of March, 1949, and all subsequent payments on the 1st day of each and every month thereafter.

Dated at Boise, Idaho, this the 28 day of January 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO,
County of Ada } ss.

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Stradley vs Stradley Case # 2185

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 28 day of January, 1949.

Otto F. Peterson
Clerk.

By B. Lyle Engleson, Deputy.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CLYDE JENSEN,

Plaintiff,

vs.

RUTH JENSEN,

Defendant.

JUDGMENT AND DECREE

No. 21867 FILED JAN 28 1949 10:05 A.M. PETERSON, CLERK BY [signature] DEPUTY

This cause coming on regularly to be heard on the 28 day of January, 1949, before the Court without a jury, Elam and Burke, attorneys, appearing for said plaintiff, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and that the time for answering, demurring or appearing has expired, and that the default of said defendant Ruth Jensen, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered herein.

WHEREUPON evidence, duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility and sufficiency; and it further appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and the premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree;

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this does ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony between plaintiff and defendant be and the same are hereby forever dissolved.

Dated January 28th, 1949.

CHAS. F. KOELSCH
District Judge

LAM AND BURKE
ATTORNEYS AT LAW
BOISE, IDAHO

STATE OF IDAHO,)
) ss. CERTIFICATE
COUNTY OF ADA.)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original judgment and decree:

CLYDE JENSEN, Plaintiff,

vs. No. 21897

RUTH JENSEN, Defendant

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 28th day of January, 1949.

OTTO F. PETERSON, Clerk

By _____
Deputy

ELAM AND BURKE
ATTORNEYS AT LAW
BOISE, IDAHO

State 1949

5524

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADAMS

VIRGINIA E. PATTERSON,)
Plaintiff,)
vs.) DECREE
WILLIAM H. PATTERSON,)
Defendant.)

This cause came regularly on to be heard by Honorable A. O. Sutton, Judge of said District Court at the Chambers of said Court in the Washington County Courthouse, at Weiser, Idaho, on the 20th day of January, 1949, plaintiff appearing in proper person and by Carl H. Swanstrom, her attorney of record in this action,and from the records and files in this cause it was made to appear to the satisfaction of the Court that the defendant William H. Patterson had been duly and legally served with summons in this action and that said defendant had not appered herein to plead to plaintiff's complaint within the time allowed by law or at all, and it further appearing from the records and files of this action that said defendant was not engaged in any of the Armed Services of the United States or in any other service conferring upon him immunity from judicial process in civil actions, on motion of plaintiff the default of the defendant was ordered duly entered in the premises and said cause set down for hearing and determination by the Court. Witnesses were sworn and testified in behalf of plaintiff and the evidence being closed, plaintiff moved for judgment and decree of the Court in accordance with her complaint, and the Court having heard and considered the evidence and finding therefrom that all the material allegations of plaintiff's complaint are proven and true and that plaintiff is entitled to the relief prayed for in her complaint.

NOW, THEREFORE, It is hereby ORDERED, ADJUDGED AND DECREED that the

CARL H. SWANSTROM
ATTORNEY AT LAW
COUNCIL, IDAHO

bonds of matrimony existing between the plaintiff Virginia E. Patterson and the defendant William H. Patterson be, and the same are, hereby severed, dissolved and forever held for naught, and plaintiff is hereby awarded an absolute divorce from defendant upon the ground of defendant's extreme cruelty to plaintiff, and each of the parties is hereby relieved of any and all further obligations one to the other.

It is further ORDERED that plaintiff be, and she is hereby, restored to her former and maiden name, Virginia E. Friemuth.

Dated at Weiser, Idaho, this 20th day of January, 1949.

A. O. SUTTON
District Judge

State of Idaho)
) ss.
County of Adams)

I hereby certify that the foregoing instrument is a true and correct copy of the original Decree on file in this office.

Mabel Hoover
Clerk, District Court
Seventh Judicial District
By Marathy Brosnan, Deputy

CARL H. SWANSTROM
ATTORNEY AT LAW
COUNCIL, IDAHO

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

ESTHER LATTIMER,

Plaintiff.

-vs-

ROY LATTIMER,

Defendant.

DECREE.

The above entitled matter having come on regularly for hearing before the Court, the plaintiff appearing in person and by her counsel, Milton E. Zener, and the defendant appearing not, either in person or by counsel; and it appearing to the Court that the defendant has been duly and regularly served with Summons and Complaint as required by law, and that the time for making an appearance by the defendant has expired, and that no appearance has been filed, and that the default of the defendant has been duly and regularly made and entered; and it further appearing that the defendant is not a person within the terms and provisions of the Soldiers' and Sailors' Civil Relief Act of 1940; and the plaintiff having been duly sworn and testified on her own behalf, and Afton Jones having been sworn and testified in respect to the residence of the plaintiff; and the Court having fully considered the law and the evidence and having found from the evidence adduced that all of the allegations of plaintiff's Complaint are fully sustained by the proof, and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

I.

That the bonds of matrimony heretofore existing between the parties be, and the same are hereby, dissolved, and an absolute Decree of Divorce is granted in favor of the plaintiff and against the defendant, and the parties, and each of them, are restored to their status of unmarried persons.

II.

That the plaintiff be, and she is hereby, awarded the custody and control

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

of the minor child of the parties, namely, Kathleen Rose Lattimer, age approximately one and one-half (1½) years, with the right on the part of the defendant to visit said child at reasonable times and places.

III.

That the defendant pay to the plaintiff for the support, maintenance and education of said minor child the sum of Twenty-Five Dollars ($25.00) per month, commencing on the 15th day of January, 1949, and a like sum on the 15th day of each and every month thereafter until further order of the Court.

IV.

That the plaintiff be, and she is hereby, awarded as her sole and separate property all of the household goods, furniture and personal property located in Apartment # 112, Portneuf Park, Bannock County, Idaho.

DONE IN OPEN COURT. This 4th day of January, 1949.

L. E. GLENNON
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Esther Lattimer, Plaintiff -vs- Roy Lattimer, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 5th day of January, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

BLANCHE HAAS, Plaintiff	)	
-vs-	)	D E C R E E.
JACK E. HAAS, Defendant.	)	

THIS CAUSE Came on regularly to be heard before the Honorable Jesse W. Dougal, Judge of the above entitled Court sitting at Chambers at Pocatello, Bannock County, Idaho, this 11th day of January, 1949; the said plaintiff appearing in person and by her Attorney, Carl C. Christensen, and the said defendant not appearing either in person or by counsel,

AND It appearing to the Court that the said defendant has heretofore been regularly served with process and that thereafter he filed a demurrer to the plaintiff's complaint and that said demurrer came on for hearing in this Court on the first day of November, 1948, and that at that time, said demurrer was overruled and the defendant was given twenty days within which to file an answer to the plaintiff's complaint and the full legal time for so doing having expired and no answer or other pleading having been filed or served, the default of said defendant on the premises having been duly entered according to law,

WHEREUPON, Said plaintiff and her witness were duly sworn and examined and evidence introduced from which it appears that all the material allegations contained in the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or sufficiency, and that the said matters so alleged and proved on behalf of the plaintiff are sufficient to entitle her to the relief prayed for in her complaint, and the Court being fully advised,

NOW, THEREFORE, On motion of Carl C. Christensen, Attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, BLANCHE HAAS, and the defendant, JACK E. HAAS, be and the same hereby are absolutely dissolved, set aside and hold for naught, and the parties be and hereby are divorced and freed from all the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, BLANCHE HAAS, be and she hereby is awarded the permanent care, custody and control of Judy Haas and David Haas, the minor children of the parties to this action, with leave to the defendant to see and visit said minor children at all proper times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, JACK E. HAAS, shall pay to the plaintiff, BLANCHE HAAS, the sum of Ten Dollars ($10.00) per week for the care and maintenance of the minor children of the parties, and that the first payment shall be made on or before the first Saturday after the date of this decree, and that a like payment of Ten Dollars ($10.00) shall be made weekly on each following Saturday until further orders of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, BLANCHE HAAS, be and she hereby is awarded the trailer house heretofore belonging to the community and also such household goods and property now in her possession as her sole and separate property, free and clear from any and all claims of the defendant, JACK E. HAAS therein or thereto.

DATED AND DONE at Chambers at Pocatello, Bannock County, Idaho, this 14 day of January, 1949.

Isaac McDougall
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Blanche Haas, Plaintiff -vs- Jack E. Haas, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 18th day of January, 1949.

By _____ Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

FILED
Anna Keefe
5527 CLERK, AUDITOR AND RECORDER
BANNOCK COUNTY, IDAHO
JAN 13 1949 1 59 P. M.

DARLENE TRAHAN LEAVITTT, :
Plaintitt, :
vs. :
COY LEAVITT, :
Defendant, :

DEGREE OF DIVORCE

1859 THIS CAUSE came regularly on for hearing upon the Plaintiff's verified complaint, before the Court this 14th day of January, 1949, the plaintiff appearing in person and by her attorney, L. E. Haight, and the defendant failing to appear by counsel or in person, he having heretofore filed herein an Appearance in Proper Person wherein he the defendant waived the filing of an answer, or otherwise pleading further to the Complaint on file herein, and consenting that said cause may be heard and tried and judgment entered, either in open court or by the Judge at Chambers at any time fixed by the Court or the Judge thereof, the Court has proceeded to hear the evidence from which it appears and the Court finds:

That all of the material allegations of the Plaintiff's complaint are true and sustained by testimony free from all legal exceptions as to its competence, admissibility and sufficiency; that there are no children the issue of said marriage between plaintiff and defendant; that the plaintiff and defendant have no community property.

As a conclusion of law from the foregoing facts, the Court determines that the plaintiff is entitled to a divorce from the defendant on the ground of extreme cruelty; that all and singular the law and the facts are by this Court here understood and fully considered.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage between the plaintiff and the defendant, Darlene Trahan Leavitt, and Coy Leavitt, be dissolved on the ground of extreme cruelty; that

the same is hereby dissolved upon said ground; that the parties are, and each of them is, free and absolutely released from the bonds of matrimony heretofore existing between them, and all the obligations thereof; that the plaintiff and the defendant, and each of them, be restored to the status of single persons; and that the plaintiff be restored to her maiden name of Darlene Trahan.

DATED this 14 day of January, 1949, in chambers at Pocatello, Idaho

L. E. GLENNON
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Darlene Trahan Leavitt, Plaintiff -vs- Coy Leavitt, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 18th day of January, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BANNOCK.

JAN 13 1949 2 03 PM

ARTHUR J. BREWER,)

Plaintiff,)

vs.) AMENDED DECREE OF DIVORCE.

VIRL BREWER,)

Defendant.)

1876

The above-entitled cause came on regularly for hearing before the Honorable Isaac McDougall, District Judge, on the 13th day of January, 1949, upon an application by both parties to said cause, for the amendment of the original Decree of Divorce made and entered in this cause at Pocatello, Bannock County, Idaho, on the 28th day of July, 1947, and Messrs. Black & Black, attorneys at law, appeared for and on behalf of the plaintiff, and Messrs. Merrill & Merrill, attorneys at law, appeared for and on behalf of the defendant, and whereupon a Stipulation signed by the parties and their respective counsel, was offered in evidence, from which it appears that the defendant has remarried since the entry of said Decree on the 28th day of July, 1947, and that she has married one Chris Oliverson, and that he has made an application to adopt the three minor children of the parties, and that the plaintiff has no objection to his adopting said children, and it appearing to the Court that it will be for the best interests of said children to grant the application to amend the said Decree pursuant to said Stipulation of the parties, and the Court being fully advised and having filed the said Stipulation and having fully considered the same;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the said Decree of this Court heretofore entered on the 28th day of July, 1947, and particularly paragraph III of said Decree of the Court, shall be amended to read as follows:

> "That the care, custody and control of the minor children of said marriage, to-wit; Aaron Jerome Brewer, Marrian Ileene Brewer, and Lana May Brewer, be, and the same are hereby awarded to the cross-complainant, Virl Brewer; that the cross-defendant, Arthur J. Brewer, be, and he is hereby released from any legal obligations to provide for the support of said minor children, by reason of their adoption by their step-father, Chris Oliverson."

That all other provisions and terms of said Decree shall remain in full force and effect.

Dated this 13th day of January, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

AMENDED DECREE OF DIVORCE

Arthur J. Brewer, Plaintiff -vs- Virl Brewer, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 18th day of January, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

JAN 14 1949 3 28 PM

GLADYS TONEY,

Plaintiff

-vs-

VIRGIL TONEY,

Defendant.

DECREE.

Copy

THIS CAUSE Came on regularly for trial before the Honorable Isaac McDougall, Judge of the above entitled Court at the Court Room of said Court at Pocatello, Bannock County, State of Idaho, on the 14th day of January, 1949, pursuant to an order made and entered in this Court setting said cause for trial on said date, at the hour of 3:00 o'clock P .M. The said plaintiff appeared in person and by her Attorney, Carl C. Christensen, and the defendant did not appear either in person or by counsel.

The plaintiff introduced oral and documentary evidence and rested her cause and the defendant did not introduce any evidence of any kind, and the Court being fully advised in the promises, finds that the plaintiff is entitled to judgment against the defendant as prayed for in her complaint and in accordance with the stipulation and property settlement heretofore made between the parties and filed in this Court.

NOW On motion of Carl C. Christensen, Attorney for the plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, GLADYS TONEY, and the defendant, VIRGIL TONEY be and the same are hereby absolutely dissolved, set aside and held for naught, and the parties hereto hereby are divorced and freed from all the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the stipulation relating to the property settlement between the parties heretofore entered into under date of January 14, 1949, and filed in this cause is, by the Court, found to be just and equitable and approved as a fair distribution and settlement of the community property rights of the parties hereto and as such is adopted by the Court, and pursuant to the property settlement and stipulations and provisions contained therein, the plaintiff, GLADYS TONEY is hereby awarded and given as her sole and separate property, all the right, title and interest of the parties hereto in and to the following described real property, to-wit;

Lots Numbered Thirty-five (35) and Thirty Six (36) in Block Eight (8) of the Fairview Townsite, now a part of the City of Alameda in Bannock County, State of Idaho.

said property to be hereafter held by the said GLADYS TONEY as and for her sole and separate property, free and clear from all claims of the defendant, VIRGIL TONEY therein or thereto, or to any part thereof, and the defendant, VIRGIL TONEY is ordered to, upon the entry of this decree, execute and deliver to the plaintiff, GLADYS TONEY a Quit Claim Deed to said premises conveying to her by said Deed all his title and interest in and to said real property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff, GLADYS TONEY be and hereby is awarded as her sole and separate property, free and clear from all claims of the defendant, VIRGIL TONEY therein or thereto, all of the right, title and interest of the parties hereto in all of the household goods, furniture and personal property of every nature, kind and description which is now in the possession of the plaintiff, GLADYS TONEY and located in the residence known as No. 440 Park Avenue, in the City of Alameda, Idaho, and that the defendant shall have no further right, title, interest or claim in and to said property or any part thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That out of the community property cash money now in the possession of the plaintiff, GLADYS TONEY, she shall forthwith pay to the defendant, VIRGIL TONEY the sum of $500.00 and that she shall retain as her sole and separate property the remainder of such cash now in her possession, and that the defendant, VIRGIL TONEY shall retain as his sole and separate property, all of the cash money belonging to the community and now in his possession and that the plaintiff shall have no claim, right or interest thereto or to any part thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant, VIRGIL TONEY be and hereby is awarded as his sole and separate property, all the interest of the parties hereto in that certain Plymouth Pick-up automobile having Motor No. T.1052784 and Idaho License No. 1B 1827-1948 and now in the possession of the defendant, and that he shall hold said automobile hereafter as his sole and separate property and that the plaintiff shall have no further claim or interest therein, and that any other personal property now in the possession of the defendant at this time shall be and hereby is given to him as his sole and separate property.

DATED AND DONE at Pocatello, Bannock County, Idaho, this 14th day of January, 1949.

Isaac McDougall
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Gladys Toney, Plaintiff -vs- Virgil Toney, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 18th day of January, 194 9

Anna Keefe

By ..... Deputy

Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

DARLEEN E. HOFHINE,	)	
Plaintiff,	)	
vs.	)	D E C R E E.
HORACE CLYDE HOFHINE,	)	
Defendant.	)	

The above-entitled cause having come on regularly for hearing before the Court, the plaintiff appearing in person and by her attorney, George W. Hargraves, and the defendant appearing not, either in person or by counsel; and it appearing to the Court that the defendant has been duly and regularly served with Summons and Complaint as required by law; and it further appearing that the defendant has failed to appear and answer within the time provided for by law, and a default has been entered against him; and that an Affidavit of Non-Military Service has been duly made and filed; and the plaintiff having been sworn and testified on her own behalf; and George W. Hargraves having been sworn and testified on behalf of the plaintiff in respect to her residence; and documentary evidence having been introduced in the form of a written Agreement between the plaintiff and defendant in respect to the custody of the minor child of the parties and in respect to money payments to be made by defendant to the plaintiff, and in respect to attorneys fees and Court costs to be paid by the defendant, and the plaintiff rested; and the Court having found from the testimony that all of the allegations contained in plaintiff's Complaint are true and correct and fully sustained by the evidence, and that plaintiff is entitled to the relief prayed for:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows, to-wit:

1. That the bonds of matrimony heretofore existing between the parties be, and the same are hereby dissolved. That an absolute Decree of Divorce is hereby granted in favor of the plaintiff and against the defendant, and the parties, and each of them, are hereby restored to the status of unmarried persons.

2. That the custody and control of the minor child, Steven Willard Hofhine, be, and the same is hereby awarded to the plaintiff, Darleen E. Hofhine; and that the defendant shall be, and is herby permitted to visit with said child at such times and places as shall be reasonable and convenient.

3. That the defendant, Horace Clyde Hofhine, shall pay to the plaintiff, Darleen E. Hofhine, on the 1st day of January, 1949, the sum of $30.00, and on the first day of each month thereafter, a like sum of $30.00 for the support and maintenance of the minor child aforementioned; said payments to continue until the child shall reach the age of majority, or until further order of the Court.

4. And that, pursuant to the written Agreement aforementioned, the defendant, Horace Clyde Hofhine, shall pay to George W. Hargraves, attorney for the plaintiff, the sum of $75.00 attorney fees, and $18.00 Court costs, said sums to be paid no later than the 15th day of March. 1949.

DONE IN OPEN COURT, This 5th day of January, 1949.

L. E. Glennon
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Darleen E. Hofhine, Plaintiff -vs- Horace Clyde Hofhine, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 5th day of January, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

15613

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN FOR BANNOCK COUNTY.

MARY K. LA VOIE * *
Plaintiff. * *
vs. * *
KENNETH W. LA VOIE * *
Defendant. * *

No. 15613

FILED
(COPY Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
JAN 18 11 13 A. M.

D E C R E E

This cause came on regularly to be heard by the Court, sitting without a jury, in Chambers in the Court- House of Bannock County, at Pocatello, Idaho, at 11 o' clock, A.M, in the forenoon of January 18th,1949, the same being the time and place set by the Court for the hearing of this cause, before the Honorable Isaac Mc Dougall one of the Judges of the above entitled Court.

The plaintiff appearing in person, and by and through her counsel P.C.O' Malley; the defendant not appearing either in person, or by counsel, and it appearing from the record that the defendant was duly and regularly served with summons, with a copy of the complaint attached.by the same being deliverd to the defendants person at Great Falls Montana on the 27th day of Decmeber,1948, and it appearing from the record that the said defendant has failed toappear and make answer to said summons, and that time for defendant to so appear and answer said summons has elapsed for defendant to answer said summons or otherwise plead in this cause; and it appearing that that Clerks default of defendant ~~has~~ for failing to appear in said cause, has been regularly and legaly entered against the defendant herein, and defendant failing to appear either in person or by counsel at the time of trial; thereupon,evidence was offered to the Court, on all of the materiał allegations of her complaint, plaintiffs evidence on residence in this state being corroborated by one witness,from which it appears that all the allegations of the complaint are true, and such are found to be the facts in this case; that there are no minor children the fruits of this union

and that no property rights of any kind or descriptions exists between the plaintiff and the defendant, and it further appearing that the plaintiff is entitled to the releif prayed for in her complaint:

NOW THEREFORE, the law and the evidence being by the court fully considerd and understood:

IT IS ORDERED ADJUDGED AND DECREED That the bond of Matrimony now existing between the Plaintiff Mary K. La Voie, and defendnat Kenneth W. La Voie, solmnized on the 19th day of January, 1946, as set forth in the complaint, be and the same is dissolved, and that both parties named in said marriage contract, and named in this action, are henceforth restured to the status of single persons. No costs or any other relief decreed.

Dated this 18th day of January, 1949.

Isaac Mc Dougall
Judge of the District Court.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Mary K. LaVoie, Plaintiff -vs- Kenneth W. LaVoie, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 24th day of January, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

5532

Anna Keefe

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY
- - - - - - -

JAN 21 1949 1:45 PM

15662

FLOYD S. HOLT,
Plaintiff,
vs.
ETHEL M. NELSON HOLT,
Defendant.

DECREE.

This matter came regularly on for trial before the Honorable Isaac McDougall, Judge of the above entitled court, sitting at chambers at Pocatello, Bannock County, Idaho, this 21st day of January, 1949, on the issues framed by plaintiff's complaint and the answer of defendant to said complaint, plaintiff appearing in person and by and through his attorneys, Bistline & Bistline, and the defendant appearing in person and by and through her attorneys, Zener & Peterson;

Whereupon witnesses were sworn and evidence adduced upon the issues framed by plaintiff's complaint and the answer of the defendant in the above entitled matter, and both parties having rested, the Court thereupon took said matter under advisement, and now being fully advised in the premises;

And the parties in writing have stipulated that findings of fact and conclusions of law may be waived;

Now on Motion of Bistline & Bistline, attorneys for plaintiff,

IT IS ORDER ADJUDGED AND DECREED That the marriage between the plaintiff Floyd S. Holt and the defendant to this action Ethel M. Nelson Holt, be and the same is hereby declared wholly null and void from the beginning, and the parties thereto are hereby and forthwith relieved of all the obligations and liabilities of the marital contract into which they entered.

IT IS FURTHER ORDER, ADJUDGED AND DECREED that the defendant to this action, Ethel M. Nelson Holt, be and she is hereby restored her name prior to the making of said marriage contract, to wit that of ETHEL M. NELSON.

Made and entered this 21st day of January, 1949, at Pocatello, Idaho.

Isaac McDougall
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Floyd S. Holt, Plaintiff -vs- Ethel M. Nelson Holt, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 24th day of January, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

BIS
PC

FILED Anna Keefe

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT, STATE OF IDAHO

IN AND FOR BANNOCK COUNTY

COPY

JAN 21 1949 10 AM

DOROTHY JANE PETERSON, Plaintiff

vs

CECIL E. PETERSON, Defendant

DECREE OF DIVORCE

This cause came regularly on for hearing upon the plaintiff's verified complaint on file herein, before the Court, this 21st day of January, 1949, the plaintiff appearing in person and by her attorney, HUGH MAGUIRE, JR., and the defendant failing to appear, either by counsel or in person, the Default of defendant having heretofore been entered according to law, and it appearing that the defendant is not now in the military service of the United States and was not in the Military service of the United States at the time this action was filed, and the Court having heard the testimony of the plaintiff and her witness Paul Quinn and being fully advised in the premises finds:

That the defendant has been regularly served with a summons and complaint in this case and that he has failed to answer or demur or in anywise plead to plaintiff's verified complaint, and the Court further finds,

That all of the allegations of plaintiff's complaint, including the fact of plaintiff's residence, are true and have been proven by competent testimony and that the defendant has been guilty of extreme cruelty and inflicted grievous mental suffering upon plaintiff and the Court being fully advised in all of the premises,

ORDERS, ADJUDGES and DECREES:

That the bonds of matrimony heretofore existing between plaintiff, Dorothy Jane Peterson, and the defendant, Cecil E. Peterson, be and the same are hereby wholly and absolutely dissolved and the parties freed from the obligations thereof and restored to the status of single persons.

Dated this 21st day of January, 1949.

Isaac McDougall
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Dorothy Jane Peterson, Plaintiff -vs- Cecil E. Peterson, Defendant.

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 24th day of January, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

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Anna Keeper
1949
Jan 22 12 23 PM

5534

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

RUTH PALMER,

Plaintiff,

vs.

ERNEST PALMER,

Defendant.

****

DECREE

This matter coming on for hearing before the undersigned District Judge in open court, plaintiff being present in person and by her counsel O. R. Baum, and the defendant coming not but making default, and by reason of such default having waived the making of findings of fact and conclusions of law, and it appearing that the court has heretofore entered an order directing that judgment may be taken, and the court being fully advised in the premises,

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff and the defendant be and the same hereby are severed; that there is hereby awarded to the said plaintiff as her sole and separate property the following described property:

One Refrigerator
One Mattress
One Spread

and that such property was the sole and separate property of the said plaintiff prior to her marriage to the said defendant, and that in addition thereto there is hereby awarded to the said plaintiff all of the community property of the said parties, and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the

said defendant shall pay to the said plaintiff for the use and benefit of her said counsel the sum of $125.00, as counsel fees, costs of court herein made and expended in the sum of $16.80,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant shall pay to the said plaintiff for her use and benefit for a period of 3 months the sum of $50.00 per month,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant herein is directed to pay all community debts of said community.

Dated this 22nd day of January, 1949.

Isaac M. McDougall
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Ruth Palmer, Plaintiff -vs- Ernest Palmer, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 24th day of January, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

5535

FILED Anna Reese

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

JAN 26 1949 11 14 AM

15637

ANNE LEWIS, Plaintiff,

vs.

EARL JAMES LEWIS, Defendant.

JUDGMENT AND DECREE.

This cause came on regularly for hearing before the Honorable L. E. Glennon, District Judge of the above Court, at Pocatello, Bannock County, Idaho, on the 26th day of January, 1949. Plaintiff appeared in person and with her counsel, Black and Black of Pocatello, Idaho; defendant did not appear, either in person or by counsel.

IT APPEARED To the Court that Summons and Complaint in this cause were duly and regularly served by personal service thereof upon the defendant, but that said defendant failed within the time allowed by law, or at all, to appear and plead to or answer the Complaint of the plaintiff herein; and

IT FURTHER APPEARED that defendant is not in the Armed Forces of the United States and that the default of the defendant for failing to appear and plead was duly and regularly entered. Evidence both oral and documentary was thereupon introduced for and on behalf of plaintiff by plaintiff and a witness, free from all objections as to its competency and from which evidence it appears that all of the material allegations of plaintiff's Complaint are true and correct and such are found to be the facts, and that the plaintiff is entitled to the relief prayed for in the Complaint.

IT FURTHER APPEARED That, subsequent to the filing of the Complaint herein, the parties to this action entered into a written Stipulation, by the terms of which they agreed upon the division of the community property, custody of the minor children, alimony, support of the minor children, which Stipulation has been presented to the Court, and the Court further orders that said Stipulation is approved by the Court, and the terms thefeof are hereinafter incorporated in this

Decree; and the making of findings of fact and conclusions of law were waived by the default of the defendant, and by Stipulation of the parties.

NOW, THEREFORE, the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the plaintiff be, and she is hereby awarded an absolute divorce from the defendant, and that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved and held for naught, and that said parties are, and each of them is, restored to the status of a single person.

2. That the care, custody, and control of the two minor children; namely, Ralph Earl Lewis, now aged five years, and James Rodney Lewis, now aged two years, is hereby awarded to plaintiff with the right on the part of defendant to visit said children at all reasonable times and places.

3. That the defendant shall pay to the plaintiff for the support and maintenance of the minor children of the parties the sum of $60.00 per month, the first payment of which shall be due and payable February 1, 1949, and such payments shall be due and payable from the defendant to the plaintiff on the first day of each and every month hereafter.

4. It appears from the Stipulation, on file herein, that the plaintiff and defendant have agreed to divide the community property of the parties equally between them and therefore the following described real property is awarded to the plaintiff and defendant, share and share alike, and each of said parties is hereby awarded and adjudged to own an undivided one-half interest in and to the following described real property:

> Home located at 772 Birch Street, described as follows: Beginning at the Northeast corner of Lot 8, Block 3, Hill Chase Park Sub-Division, Bannock County, State of Idaho, thence North 59°37' West a distance of 85 feet to place of beginning; thence South 6°55' East distance of 166.3 feet to the Southerly Boundary Line of said Lot 8; thence South 79°50' West a distance of 62 feet; thence North 13°55' West a distance of 182.3 feet to the North Boundary Line of said Lot 8; thence South 89°37' East a distance of 85 feet to place of beginning; same being a part and portion of Lot 8 and 9, Block 3, Hill Chase Park Sub-Division of City of Pocatello, County of Bannock, State of Idaho, as per plat thereof on file in the office of the County Recorder, Bannock County, Idaho.

Also, each of the parties are AWARDED AND ADJUDGED an undivided one-half interest in and to the personal property of the parties, described as follows:

> Household goods and furniture consisting of the following:
>
> Living room set and platform rocker
> Living room rug 10x14
> 2 bedroom sets
> electric stove

electric refrigerator
table and 6 chairs
linoleum, cooking utensils, dishes, linen
bedding and mattresses
electric washing machine

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the above real property and personal property shall be sold as soon as practicable and that out of the proceeds of the sale of said property the following sums shall be paid and the balance divided equally between the defendant and plaintiff, herein, and said items so payable are as follows:

Bills on the stoker and outstanding bills of the parties - - - - - - - - - - - - - - -	$ 500.00
Commission to Realtor 5% (estimated)	600.00
Mortgage on the property with interest thereon to date of sale (approximately)	$7,000.00
Black & Black, attorney fees and costs	$ 168.00

Dated this 26th day of January, 1949.

L. E. GLENNON
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Anne Lewis, Plaintiff -vs- Earl James Lewis, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 2nd. day of February, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BANNOCK

FILED
Anna Ridge
RECORDER & RECORDER
BANNOCK COUNTY, IDAHO

15372

EDDIE L. GASKINS,

Plaintiff,

- vs -

ARTHUR L. GASKINS, an insane person, by Hugh Maguire, Jr., his Guardian ad Litem,

Defendant.

FINDINGS OF FACT AND CONCLUSIONS OF LAW AND DECREE OF DIVORCE

JAN 28 1949 4 20 PM

This cause having come on regularly for trial before the undersigned District Judge in his Chambers at Pocatello, Idaho, on the 15th day of July, 1948 and the 16th day of January, 1949, and plaintiff appearing in person and by her attorneys, Jones, Pomeroy & Jones and P. A. McDermott, and the defendant appearing by Hugh Maguire, Jr., his Guardian ad Litem and attorney and by Henry McQuade, Bannock County Prosecuting Attorney, and the court having heard the testimony and having examined the proofs offered by the respective parties, and the court being fully advised in the premises, the court finds the facts as follows:

1. That plaintiff herein has been for more than six weeks immediately preceding the commencement of this action a bona fide resident of the State of Idaho and is, at the present time, a bona fide resident of Pocatello, Bannock County, State of Idaho.

2. That plaintiff and defendant intermarried at Gleason, Tennessee, October 16, 1915 and ever since said time have been and now are husband and wife.

3. That there are two children the issue of said marriage, namely: Mary Margaret Gaskins Verdell and Donna Faye Gaskins. Both of said children have reached their majority.

4. That there is no property or property rights to be adjudicated by this action.

5. That the defendant has become permanently insane and is now and for a period of more than six years preceding the commencement of this action has been duly and regularly confined in a Veterans Administration Hospital at Murfreesboro, Tennessee, for war veterans who are insane; that the insanity of said defendant is permanent and incurable.

6. That plaintiff and defendant separated at said last-mentioned date and that said seperation has continued for more than six years, and defendant is now residing at

Murfreesboro, Tennessee, in said Veterans Administration Hospital.

7. That defendant has been duly served with a summons and complaint in this action.

As conclusions of law from the foregoing facts, the court finds that plaintiff is entitled to a judgment and decree dissolving the bonds of matrimony between plaintiff and defendant;

NOW, THEREFORE, by reason of the law and findings aforesaid;

IT IS ORDERED, ADJUDGED AND DECREED that plaintiff is entitled to the relief prayed for in the complaint and the bonds of matrimony now existing between plaintiff, Eddie L. Gaskins, and defendant, Arthur L. Gaskins, be and the same are hereby absolutely dissolved and each of the parties restored to the status of a single person.

Dated, this 28th day of January, 1949.

ISAAC McDOUGALL
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

FINDINGS OF FACT AND CONCLUSIONS OF LAW AND DECREE OF DIVROCE
Eddie L. Gaskins,
Plaintiff -vs- Arthur L. Gaskins, an insance person, by Hugh Maguire, Jr., his Guardian ad litem, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 2nd., day of February, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED
anna Keefe

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

15642

JAN 27 1949 12 00 PM

HENRY E. GARNER,)
Plaintiff,)
vs.)
VELMA GARNER,)
Defendant.)

JUDGMENT AND DECREE

This cause came on regularly for hearing before the Honorable ~~Isaac McDougall~~ L. E. Glennon, District Judge of the above court, at Pocatello, Bannock County, Idaho, on the 27 day of January, 1949. Plaintiff appeared in person and with his counsel, Black & Black of Pocatello, Idaho, defendant did not appear, either in person or by counsel.

IT APPEARED To the Court that Summons and Complaint in this cause were duly and regularly served by personal service thereof upon the defendant, but that said defendant failed within the time allowed by law, or at all, to appear and plead to or answer the Complaint of the plaintiff herein; and

IT FURTHER APPEARED that defendant is not in the Armed Forces of the United States and that the default of the defendant for failing to appear and plead was duly and regularly entered. Evidence both oral and documentary was thereupon introduced for and on behalf of plaintiff by plaintiff and a witness, free from all objections as to its competency and from which evidence it appears that all of the material allegations of plaintiff's Complaint are true and correct and such are found to be the facts, and that the plaintiff is entitled to the relief prayed for in the Complaint.

IT FURTHER APPEARED That, subsequent to the filing of the Complaint herein, the parties to this action entered into a written Stipulation, by the terms of which they agreed upon the division of the community property, alimony, support of defendant's minor child, which Stipulation has been presented to the Court, and the Court further orders that said Stipulation is approved by the Court, and the terms thereof are hereinafter

incorporated in this Decree; and the making of findings of fact and conclusions of law were waived by the default of the defendant.

NOW, THEREFORE, the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and he is hereby awarded an absolute divorce from the defendant.

2. That all of the community property of the plaintiff and the defendant consisting of household goods and furniture is hereby awarded to the defendant as her sole and separate property, and plaintiff shall have no further right, title, or interest in and to said property, and the same is awarded to the defendant in lieu of all rights of the defendant in and to community property, alimony, and support money, and in full satisfaction of all claims of the defendant against the plaintiff to this date, and hence forth.

3. That the plaintiff is hereby ordered to pay to South-east Furniture Company the remaining balance due, owing, and unpaid by the parties on the said furniture.

4. That the custody of the minor child of the defendant is awarded to the defendant.

Dated this 27th day of January, 1949.

L. E. Glennon
~~ISAAC McDOUGALL~~
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Henry E. Garner, Plaintiff -vs- Velma Garner, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 2nd., day of February, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

5539

FILED
Anna Keeje
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

ok 1949
FEB 1 10 00 AM

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE

15539 STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

LEORA ELAM,

Plaintiff

-vs-

MILES ORIN ELAM,

Defendant.

D E C R E E.

Copy

THIS CAUSE Came on regularly to be heard before the Honorable L. E. GLENNON, Judge of the above entitled Court sitting at Chambers at Pocatello, Bannock County, Idaho, this 31st day of January, 1949; the said plaintiff appearing in person and by her Attorney, Carl C. Christensen, and the said defendant not appearing either in person or by counsel,

AND It appearing to the Court that the said defendant has heretofore, to-wit: On the 28th day of October, 1948, been regularly served with process and has failed to appear and answer the plaintiff's complaint filed herein or otherwise plead thereto, and the full legal time for so doing having expired and no answer, demurrer or other pleading having been filed or served, the default of said defendant in the premises having been duly entered according to law,

WHEREUPON, Said plaintiff and her witness were duly sworn and examined and evidence introduced from which it appears that all the material allegations contained in the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or sufficiency, and that the said matters so alleged and proved on behalf of the plaintiff are sufficient to entitle her to the relief prayed for in her complaint, and the Court being fully advised,

NOW, THEREFORE, On motion of Carl C. Christensen, Attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, LEORA ELAM, and the defendant, MILES ORIN ELAM, be and the same hereby are absolutely dissolved, set aside and held for naught, and the parties be and hereby are divorced and freed from all the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff, LEORA ELAM, be and she hereby is awarded the permanent care, custody and control of Terry Elam, the minor child of the parties to this action, with leave to the defendant to see and visit said minor child at all proper times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That this Court retain jurisdiction relating to the support and maintenance of said minor child and retain jurisdiction to make an allowance for said support should the defendant come within the State of Idaho where he can be served with notice of process.

DATED and done at Chambers at Pocatello, Bannock County, Idaho, this 31st day of January, 1949.

L. E. GLENNON
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Leora Elam, Plaintiff -vs- Miles Orin Elam, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 2nd., day of Febraury, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BEAR LAKE.

LOIS BERTHA CLAYTON, Plaintiff,

-vs-

WILLIS CLAYTON, Defendant.

D E C R E E

This cause coming on regularly for hearing at Pocatello, Idaho, this 11th day of January, 1948, before the Honorable L. E. Glennon, District Judge of the Fifth Judicial District, at Chambers, and it appearing that the defendant, Willis Clayton, was duly and regularly served with process by personal service within the State of Idaho, according to law, and that he has withdrawn his demurrer to the complaint herein and has refused to plead further, and the plaintiff being present in Court and represented by her attorney, G. Staudacher, and the defendant not appearing to contest this action, and the defendant's default having been duly and regularly entered, and the complaint of plaintiff taken as confessed, the Court proceeded to hear the evidence submitted by the plaintiff in support of her allegations contained in her complaint.

The Court having heard the testimony of the plaintiff and a witness in her behalf and having examined the evidence in support of the allegations of the complaint herein, and the matter having been submitted to the Court for judgment, and the Court having considered the evidence and being fully advised in the premises, finds: That all the material allegations of the plaintiff as set forth in her complaint herein are true, to-wit: That plaintiff is, and for more than six weeks preceeding the commencement of this action has been, a bona fide resident of the state of Idaho, County of Bear Lake; that plaintiff and defendant intermarried at Paris, Idaho, on the 13th day of April, 1941, and ever since have been, and now are, husband and wife; that there is living as the

issue of said marriage one child, Michele Ann Clayton, age five years, which said child is now in the care and custody of the plaintiff;

That according to a Community Property Agreement made by and between the parties hereto, filed herein and made a part of this Case File, the said parties have therein adjusted all of their community property interests, the said Agreement subject to the approval of this Court.

WHEREUPON, the testimony having been concluded, the case was submitted to the Court for final decision, and the Court being fully advised in the premises,

1. IT IS ORDERED, ADJUDGED, AND DECREED, that the bonds of matrimony heretofore and now existing between the plaintiff and the defendant be, and the same are, hereby dissolved absolutely, and that the said parties and each of them are hereby relieved of all the obligations of said marriage.

2. IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be and is hereby awarded the care, custody and control of the said minor child of said marriage, to-wit, Michele Ann Clayton, but that the defendant have the right to visit such child at any reasonable time and place.

3. IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant herein shall pay to the plaintiff the sum of $40.00 Dollars per month for the care, maintenance and education of the said minor child.

4. IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant Willis Clayton be decreed as his sole and separate property the following described property, to*wit:

One 1946 Plymouth Coupe; Serial No. 11601466, Motor No. P15-171153.

Lot 1, Block 16, Knutti Addition to the City of Montpelier, Idaho.

Lot 45, Block 15, Knutti Addition to the City of Montpelier, Idaho.

5. IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff Lois Bertha Clayton be decreed as her sole and separate property the following described property, to-wit:

> Fraction of Lot 46, Block 15 of the Knutti Addition to the City of Montpelier, Idaho, further described as follows, to-wit: Commencing at the southwest corner of said lot 46, Block 15, and running thence north 86 feet; thence east 95 feet, thence south 86 feet, and thence west 95 feet to the place of beginning.

6. IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that each of the parties hereto shall be decreed an undivided one-half interest in and to the following described property, to-wit:

> Commencing at a point three hundred forty-four (344) feet East of where the South line of Washington Street in the city of Montpelier, Idaho, intersects the main line tract of the Oregon Short Line or now known as the Union Pacific Railway and running thence South fifty-nine (59) feet; thence East twenty-five (25) feet; thence North fifty-nine (59) feet; thence West Twenty-five (25) feet to the place of beginning, containing 1475 square feet.

Done in open Court this 11th day of January, 1949.

L. E. Glennon
Judge of the Fifth Judicial District
Court of the State of Idaho.

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH

ROBERT J. LYELLS, Plaintiff, vs. RACHELLE L. LYELLS, Defendant.	No. 2064

DECREE OF DIVORCE

The above entitled cause came on regularly for trial before the Court at Coeur d'Alene, Idaho, on the 17th day of January, 1949, at Two o'clock P.M. The plaintiff appeared in person and was represented by his attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and she having accepted service of Summons and Complaint in this cause in the State of Idaho on the 16th day of December, 1948, and twenty days having expired since said service and she having failed to appear, demur or answer within the time allowed by law, or at all; and she being in default and her default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following Orders, Judgments and Decrees:

That the defendant accepted service of Summons and Complaint in this cause within the State of Idaho at Lewiston, Nez

Perce County, Idaho, on the 16th day of December, 1948.

That the allegations contained in Paragraphs I, II, III, IV and V of the plaintiff's Complaint are true as alleged, and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though fully set forth herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Robert J. Lyells, and the defendant, Rachelle L. Lyells, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the parties are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

DATED at Coeur d'Alene, Idaho, this 17th day of January, 1949.

G.C. Wilson
District Judge

Attest:

R.H. Whiteside
Clerk

(Official Seal)

Indexed 70595 Compared By Wtom.

State of Idaho) ss.
County of Benewah)
Filed Jan 24 1949
at 10:15 O'clock A.M.
R.H. Whiteside
Clerk District Court
By Deputy
E-263

Form C-500—Certificate of True and Correct Copy.

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STATE OF IDAHO,
COUNTY OF BENEWAH, } ss.

I, R.H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce, Case No. 2064, Robert J. Lyells vs. Rachelle L. Lyells

now on file in my office.

Witness my hand and seal on this, the

24th day of January, 19 49

R H Whiteside
Clerk of the District Court.

5542 State

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM.

HAZEL LUCILLE HENDERSON,	:	
Plaintiff,	:	FINAL JUDGMENT AND
-vs-	:	DECREE OF DIVORCE.
HARRY O. HENDERSON,	:	
Defendant.	:	

The above-entitled action having been brought on regularly to be heard and tried before the Honorable Preston Thatcher, Judge of the above-entitled Court, sitting without a jury, on this 5th day of January, 1949, the plaintiff appearing in person and by her counsel of record, Donald R. Good, Esq., and the defendant having failed to appear herein person, by counsel or otherwise or at all and the default of the said defendant, Harry O. Henderson, having been heretofore duly and regularly entered herein according to law; the Court finds that all of the material allegations and averments of the said plaintiff's Complaint herein are sustained by testimony, free from all legal exceptions as to competency, admissibility or sufficiency and that said matters so alleged and proved by the testimony of two competent witnesses in behalf of the plaintiff are sufficient in law to entitle her to the relief prayed for in her said Complaint and the Court being fully advised in the premises;

NOW, THEREFORE, upon Motion of Donald R. Good, Esq., the attorney of record for plaintiff, It is Ordered, Adjudged and Decreed by this Court, by virtue of the power and authority therein vested and in pursuance of the Statutes in such cases made and provided, and the Court does hereby Order, Adjudge and Decree that the marriage between the plaintiff, Hazel Lucille Henderson, and the said Defendant, Harry O. Henderson, be dissolved, and the same is hereby dissolved accordingly and the said parties are, and each of them is, freed absolutely and released from said bonds of matrimony, and all of the obligations thereof and restored to the status of single persons;

IT IS HEREBY FURTHER SO ORDERED, ADJUDGED AND DECREED, That the care, custody and control of the minor children of the parties, to-wit: Leon Otto Henderson, age 16 years, and Marlene Gayle Henderson, age 13 years, be awarded to the plaintiff herein pending the further Order of this Court, she being a fit, proper and competent person to be awarded the care, custody and control of said minor children;

IT IS HEREBY FURTHER SO ORDERED, ADJUDGED AND DECREED, That the defendant pay to the plaintiff on the 15th day of January, 1949, and on the 15th day of each and every month thereafter pending the further Order of the Court herein the sum of $50.00 for the care, maintenance and education of the minor children of the parties;

IT IS HEREBY FURTHER SO ORDERED, ADJUDGED AND DECREED, That all of the community property belonging to the parties, to-wit: One bedroom set, one radio and one washer, be, and the same is hereby awarded to the plaintiff as her sole and separate property, free from all right, title, claim or interest of the defendant in or to the same, or any part or portion thereof;

IT IS HEREBY FURTHER SO ORDERED, ADJUDGED AND DECREED, That the defendant in said action may see and visit said minor children at all reasonable, proper and convenient times and places.

Dated at Blackfoot, Idaho, this 5th day of January, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO)
: ss.
County of Bingham)

I, V. F. Wootton, the Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 5th day of January, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 22nd day of January, 1949.

V. F. Wootton, Clerk of Said Court

By Marie J. Randall Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

Mathew Jakovac,
Plaintiff

vs.

Anna Juanita Jakovac,
Defendant

D E C R E E

This cause came on regularly to be heard this day before the Court sitting without a jury, upon the complaint of the plaintiff and the answer of the defendant, pursuant to stipulation of the parties in writing, J. H. Andersen, Esq., appearing on behalf of the plaintiff and Ezra P. Monson, Esq., appearing on behalf of the defendant, the Court proceeded to hear the evidence adduced on behalf of the plaintiff consisting of the testimony of certain witnesses and the plaintiff rested. Thereupon the attorney for the defendant rested, and the Court having heard the evidence of the plaintiff and being fully advised in the law and the premises and findings of fact and conclusions of law having been waived,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony now existing between the plaintiff, Mathew Jakovac and the defendant, Anna Juanita Jakovac, be, and the same are hereby absolutely dissolved and said parties are and each of them is relieved from the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in accordance with the agreement of the parties herein that the following described land situated in Lemhi County, Idaho, be, and the same is hereby awarded to the plaintiff as his sole and separate property, to-wit:

> That certain lot, piece or parcel of land situated, lying and being in the City of Salmon, County of Lemhi, State of Idaho, more particularly described as follows: Commencing at the quarter section corner between Sections 5 and 6, Township 21 North, Range 22 E. B. M., running thence North 89°47' West, 195.6 feet to the Westerly line of St. Charles

Street in the City of Salmon; thence North 27°53' East along the Westerly line of St. Charles Street, 449.7 feet to the place of beginning; thence North 62°07' West, 193 feet; thence North 27°53' East, 95 feet; thence South 62°07' East to the Westerly line of St. Charles Street; thence South 27°53' West, 95 feet, more or less to the place of beginning.

IT IS FURTHER ORDERED that until further order of the Court herein, the custody of the minor son of said parties, namely Theodore Anton Jakovac, be, and the same is hereby awarded to the plaintiff with the provision, however, that defendant may see and visit said children at all reasonable times and places.

Dated this 5th day of January, 1949.

Preston Thatcher
Judge of the District Court

STATE OF IDAHO,)
: ss.
COUNTY OF BINGHAM)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 5th day of January, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 11th day of January, 1949.

V. F. Wootton, Clerk of District Court.

By Marie J. Randall Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM.

ELIZA V. HAMILTON, sometimes known as MERYL HAMILTON, Plaintiff,	(COPY)
-vs-	D E C R E E
JAMES C. HAMILTON, sometimes known as JAMES HAMILTON, Defendant.	

The above entitled cause having come on regularly for hearing this day before the Honorable Preston Thatcher, the plaintiff appearing in person and by her attorney, Robert M. Kerr, Jr., and the defendant not appearing, either in person or by attorney, and the defendant having been personally served with process and the time allowed by law for answering having expired, and an Affidavit having been filed, setting forth facts showing that the defendant is not in military service, and the default of the defendant having been entered according to law, and the defendant by such default, having waived the making of findings of fact and conclusions of law, and the Court having heard and considered the evidence introduced on behalf of the plaintiff, consisting of the oral testimony of certain witnesses and a Stipulation and Agreement duly executed by the parties, and it appearing satisfactorily to the Court that each and all of the material allegations and averments in the plaintiff's Complaint are true, and that the said Stipulation and Agreement is a just, equitable and proper basis for the settlement of the property rights and the care, custody and control of the children of the parties;

NOW, THEREFORE, the Court, being fully advised in the law and the premises, finds that the plaintiff is entitled to a Decree of Divorce as prayed in said Complaint and approves and confirms the said property settlement and agreement; and

IT IS ORDERED, ADJUDGED AND DECREED, That the plaintiff is entitled to a divorce from the defendant on the grounds of extreme cruelty and that the bonds of matrimony heretofore existing between the said Eliza V. Hamilton, sometimes known as Meryl Hamilton, and the said James C. Hamilton, sometimes known as James Hamilton, be, and the same are hereby absolutely dissolved and the parties are, and each of them is, hereby relieved from the obligations thereof and restored to the status of single persons;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff shall be, and she is hereby awarded the care, custody and control of the minor children of the parties, to-wit: Gordon Hamilton, a son, age 19, Kent Hamilton, a son, age 14, and Waldo Hamilton, a son, age 12, provided, however, that the Court shall retain and reserve jurisdiction to make such further Orders for the care, maintenance and control of said minor children as may appear to be necessary for their best interests;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the following described property shall be, and the same is hereby awarded and set apart to the plaintiff as her sole and separate property, to-wit:

> Lot Four, the Southwest quarter of the Northwest quarter, and the Northwest quarter of the Southwest quarter of Section Two, Township One South, Range Thirty-seven, E. B. M., together with the tenements, hereditaments and appurtenances, and all water, water rights, ditch rights and rights of way thereunto belonging or in anywise appertaining;
>
> One 1941 Chevrolet truck, bearing motor No. AG749835, a Ford tractor with all tractor equipment now on the premises of the parties for use therewith; one set of harrows, one wagon, one set of harness, poultry on the premises, and three milk cows;
>
> And for the use and benefit of said minor children, 25 head of sheep, three ponies, and a heifer each for Kent and Waldo.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the following described property shall be, and the same is hereby awarded and set apart to the defendant as his sole and separate property, to-wit:

The South half of the Northeast quarter, the Southeast quarter of the Northwest quarter, the Northeast quarter of the Southwest quarter and the Southwest quarter of the Southwest quarter, except five acres used as a gravel pit, all in Section Eleven, Township One South, Range Thirty-seven, E.B.M.

Lot Three; The Southeast quarter of the Northwest quarter; and the Northeast quarter of the Southwest quarter of Section Two, Township One South, Range Thirty-seven, E.B.M. together with the tenements, hereditaments and appurtenances and all water, water rights, ditch rights and rights of way thereunto belonging or in anywise appertaining;

Any furniture owned by the husband before the marriage of the parties;

One sleigh, one drill, one 1942 Plymouth Sedan, bearing motor No. P1427035;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant as a further division of the property, forthwith pay to the plaintiff the sum of TEN THOUSAND and no/100 DOLLARS ($10,000.00) and the additional sum of FIVE HUNDRED and no/100 DOLLARS ($500.00) for the use and benefit of Gordon Hamilton, minor son of the parties, and that on or before the time that Kent Hamilton and Waldo Hamilton finish high school, the further sum of FIVE HUNDRED and no/100 DOLLARS ($500.00) for the use and benefit of the said Kent ~~and~~ Hamilton and the further sum of FIVE HUNDRED and no/100 DOLLARS ($500.00) for the use and benefit of the said Waldo Hamilton, and that to secure the payment of said sums, the real property awarded to the defendant and described hereinabove, is hereby impressed with a lien and said lien is hereby decreed to be a first, prior and paramount lien upon the said real estate of the defendant, prior to and paramount to the right of the parties hereto, or either of them, and prior to and paramount to the rights of any creditor or creditors of the parties above named, or either of them, and provided further that the plaintiff may have execution issued as upon any other judgment for collection of the said sums payable forthwith.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that any other property owned by the parties at the date of this decree, including accounts and notes receivable, beet checks and wool checks to be received on account of beets and wool heretofore sold, stock in the

Eastern Idaho Production Credit Association, the account of Don Anderson, of Darlington, Idaho, in the amount of approximately $375.00 due to the parties, and any other stock or property, real, personal or mixed, now belonging to the parties, or either of them, shall be divided, and is hereby awarded and set apart to the parties as follows, to-wit: Three-fourths to the plaintiff and one-fourth to the defendant, provided, however, that so much thereof as may be necessary shall be sold and the proceeds thereof applied toward the payment of notes now held by the First Security Bank, an account due and owing to Jamison Electric, an account due and owing the drug store, an account due and owing Gladys Peck, an account due and owing Snake River Equipment, an account due and owing Payette Lumber Company, any income taxes which may be due for the year 1948, and the obligations to be incurred for the repair of Kent's teeth, the cost of purchasing a suit of clothes for Waldo and overshoes for Waldo and Kent, and the balance of said property and any cash on hand in the bank account of the parties shall be divided as provided, one-fourth to the defendant and three-fourths to the plaintiff.

DONE in open Court this 18th day of January, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO)
: ss.
County of Bingham)

I hereby certify the foregoing to be a full, true and correct copy of the original DECREE OF DIVORCE on file in my office in the above entitled action,

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the above named Court this 18th day of January 1949.

V. F. WOOTTON
Clerk

By Marie J. Randall
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM.

ALICE ROSINA MAURER, Plaintiff, -vs- FRED W. MAURER, Defendant.	COPY FINAL JUDGMENT AND DECREE OF DIVORCE

The above-entitled action having been brought on regularly to be heard and tried before the Honorable Preston Thatcher, Judge of the above-entitled Court, sitting without a jury on this 19th day of January, 1949, the plaintiff appearing in person and with her counsel of record, Donald R. Good, Esq., and the defendant having failed to appear herein in person, by counsel or otherwise, or at all, and the default of the said defendant, Fred W. Maurer, having been heretofore duly and regularly entered herein according to law; the Court finds that all of the material allegations and averments of the plaintiff's Complaint herein are sustained by testimony free from all legal exceptions as to competency, admissibility or sufficiency, that said matters so alleged and proved by the testimony of two competent witnesses in behalf of the plaintiff are sufficient in law to entitle her to the relief prayed for in her said Complaint and the Court being fully advised in the premises;

NOW, THEREFORE, upon Motion of Donald R. Good, Esq., the attorney of record for plaintiff, it is Ordered, Adjudged and Decreed by this Court, by virtue of the power and authority therein vested and in pursuance of the statutes in such cases made and provided, and the Court does hereby, Order, Adjudge and Decree that the marriage between the plaintiff, Alice Rosina Maurer, and the said defendant, Fred W. Maurer, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is, freed absolutely and released from said bonds of matrimony, and all of the

obligations thereof and restored to the status of single persons.

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor children of the parties, to-wit: Marlene Loretta, age eleven years, Grant Delvin, age nine years, Gary Fred, age six years, Gayle George, age four years, and Mickie Alice, age two years, pending the further order of the Court herein, be, and the same are hereby awarded to the plaintiff herein, provided, however; that the defendant shall have the right of visitation with said children at all reasonable, proper and convenient times and places and particularly during the three months period representing the school vacation period of each year from and after the date hereof.

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That, the pending the further Order of the Court herein, the defendant pay to plaintiff the sum od $125.00 on the 15th day of February, 1949, and a like amount each and every thirty days thereafter for the support, maintenance and education of the said minor children of the parties.

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That the personal property mentioned and described in Paragraph IV of plaintiff's Complaint, to-wit: One washing machine, two beds, one chest of drawers, one stove, one table, four chairs, one radio, miscellaneous bedding, linens, utensils and dishes and silverware, be and the same is hereby awarded to the plaintiff as her sole and separate property, free from all right, title, claim or interest of the defendant in or to the same, or any part or portion thereof.

Dated at Blackfoot, Idaho, this 19th day of January, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I hereby certify that the foregoing is a full, true and correct copy of the original FINAL JUDGMENT AND DECREE OF DIVORCE on file in my office in the above entitled action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the above entitled Court this 20th day of January, 1949.

V. F. Wootton, Clerk

By Marie J. Randall Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

Arlene Jolley,
Plaintiff
vs.
Lawrence Jolley,
Defendant

D E C R E E

In this action the defendant having been duly and regularly personally served with summons and complaint within the County of Bingham, State of Idaho, and the time allowed by law for answering herein having expired, and defendant having failed to either plead or answer to the plaintiff's complaint and the necessary non-military affidavit having been duly filed and the default of said defendant having been duly and regularly entered according to law, this cause came on regularly for trial before Hon. Preston Thatcher, Judge of the above entitled Court, at Blackfoot, Bingham County, Idaho, on the 29th day of December, 1948, upon the complaint of the plaintiff and the default of the defendant aforesaid, J. H. Andersen, Esq., appearing on behalf of the plaintiff and the defendant not appearing either in person or by counsel, the Court proceeded to hear the testimony adduced on behalf of the plaintiff from which it satisfactorily appears to the Court that all of the material allegations of the plaintiff's complaint are proved by competent testimony, free from objection as to its sufficiency, relevancy and admissibility and that plaintiff is entitled to the relief prayed for in the complaint.

Now, Therefore, the Court being fully advised in the law and the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the plaintiff and defendant be, and the same hereby are, absolutely dissolved and said parties are and each of them is hereby restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the custody of the minor children of said parties, naemly, Margie Jolley, age 14 years; Gerald

Jolley, age 13 years; and Donna Lee Jolley, age 10 years, be and the same is hereby awarded to the plaintiff with the provision that the defendant may see said children at reasonable times and places, so long as he is not in default in compliance with the provisions of the Decree herein.

IT IS FURTHER ORDERED that the defendant be, and he is hereby required to pay to the plaintiff to assist her in the support, maintenance and education of said children, the sum of $75.00 on or before the 15th day of January, 1949, and the further sum of $75.00 on or before the 15th day of each and every month thereafter until all of said children shall have attained their majorities.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that for the fault of the defendant herein and by reason of the law and the premises aforesaid, the plaintiff is awarded all of the community property belonging to said parties and all of the property they have acquired with community funds during coveture as her sole and separate property, free from any right, title or interest of the defendant in or to the same or any part thereof. The property affected by this decree, so far as known, is described as follows:

One Holstein cow, together with its increase
Household furniture, fixtures, utensils and linens
One 1937 Chevrolet Fordor Sedan automobile.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the injunction heretofore issued and served upon the defendant herein, be, and the same is, hereby made permanent.

IT IS FURTHER ORDERED AND ADJUDGED that plaintiff have judgment against the defendant for the sum of $75.00 counsel fees.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant is in default for his failure to answer the Order to Show Cause heretofore issued and served upon him and for failure to pay either counsel fees, suit money or child support during the pendency of this action, and has wholly failed to appear as directed by the Court and show cause why he should not be required to do so, and that the Court holds that the said defendant is now in contempt of Court, and is subject to being brought in upon Order to Show Cause why he should

not be punished as for contempt of this Court for his failure to obey the order of the Court heretofore issued and served herein.

DATED this 5th day of January, 1949.

Preston Thatcher
Judge of the District Court

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 5th day of January, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 21st day of January, 1949.

V. F. Wootton, Clerk of said
District Court.

By Marie J. Randall
Deputy

5548

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE.

Harrison E. Royer,
Plaintiff,

-vs-

Evelyn L. Royer,
Defendant.

DECREE OF DIVORCE.

THIS CAUSE coming on to be heard before the Court at Gooding, Gooding County, State of Idaho, this 5th day of January, 1949, the Plaintiff appearing in person and by his attorney, L. L. Sullivan, and the defendant not appearing, And

It appearing that the defendant has been duly and regularly served with Summons issued herein, by publication thereof in the Hailey Times, a newspaper published in Hailey, said Blaine County, having a general circulation throughout said Blaine County and the State of Idaho; and it also appearing that the Defendant has failed to appear, or plead or answer the Complaint, the default of the Defendant was duly entered according to law.

And proofs having been regularly taken herein, from which it appears that the allegations of the Complaint are sustained by the testimony, and that the matters so alleged and proved are sufficient to entitle Plaintiff to the relief prayed for in the Complaint, and the Court being fully advised in the premises:

NOW, on motion of L. L. Sullivan, counsel for Plaintiff IT IS ORDERED, ADJUDGED AND DECREED, That the marriage existing between Plaintiff and Defendant be, and the same hereby is, wholly dissolved.

DONE at Chambers this 5th day of January, 1949.

D. H. Sutphen.

District Judge.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BLAINE

Harrison E. Royer,

Plaintiff,

vs.

Evelyn L. Royer,

Defendant.

CLERK'S CERTIFICATE
OF TRUE COPY

STATE OF IDAHO,)
SS.
COUNTY OF BLAINE,)

I, B. P. Thamm, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 5-th day of January, A. D., 1949.

Attest: B. P. Thamm,
Clerk

By _____
Deputy.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR ~~GOODING~~ COUNTY
AND FOR BLAINE COUNTY

MYRON WILDE,
Plaintiff,

vs.

LIZZIE E. WILDE,
Defendant.

DECREE OF DIVORCE

The above entitled matter came on regularly for hearing before the Court, at Gooding, Idaho, January 10, 1949, the plaintiff appearing in person and with his witness and attorney Ariel L. Crowley, the defendant neither appearing in person nor otherwise at all.

It appearing to the court that due and lawful service of summons and complaint hasbeen had and made for the time and in the manner provided by law; that the defendant has appeared herein by her attorneys James, Shaw and James, and filed answer and cross-complaint; that the said answer and cross-complaint have been withdrawn, and that the said defendant Lizzie E. Wilde is in default, and that her default in the premises for failure to answer within the time allowed by law has been duly entered,

Now, on motion of plaintiff, the court proceeds to reception of testimony on behalf of plaintiff, andhaving received oral and documentary evidence, and being fully advised, the court finds the plaintiff entitled to divorce, and to confirmation of the property settlement agreement received in evidence, and that the welfare of the minor children requires that they be placed in the custody of their mother, subject to reasonable rights on the part of the plaintiff, and that he make provision for their support month by month. Express findings of fact and concludions of law being waived,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the bonds of matrimony heretofore existing between the plaintiff Myron Wilde and the defendant Lizzie E. Wilde be, and they are absolutely dissolved, and the said parties are divorced hereby, on the ground of cruelty.

2. That upon entry of this decree, the plaintiff shall pay over to the defendant the sum of $1517.50 in cash.

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

3. The plaintiff is awarded, and there are set over to him, to be his sole and separate property, free and clear of all claims of the defendant, the following: The truck, gas installations, cattle, farm machinery and farm equipment, including the milking machine, all livestock, farm tools and farm supplies, wheat, barley, seed, and the following household goods and furniture, towit: a desk, one dresser, kitchen table and kitchen chairs, together with his personal clothing, ornaments and similar items of personal use and intimate nature.

4. The defendant shall have, and there are set over to her to be her sole and separate property, free of all claims of the plaintiff, the following items of personal property, towit: 1 bedroom set (bed, dresser and drawers) 1 extra bed; 1 top part of a large desk; 1 small desk; 1 baby bed; 1 front room table with its chairs; 1 couch; 1 sewing machine; 1 refrigerator; 1 washer; 1 vacuum cleaner; 1 wool rug; the home canned fruits and vegetables; also all other household goods and furniture, dishes, cooking utensils, silverware, bedding and all other personal property in the name of the parties except such personal property above awarded to the plaintiff.

5. The plaintiff shall pay to the defendant for the support and maintenance of the three minor children of the parties, the sum of $75.00 per month, which said sum shall continue to be paid during the minorities of said children, and shall be reduced by one-third upon the death or attainment of majority or marriage of each of such minor children.

6. The custody of the minor children of the parties, towit, Glenda Wilde, Edric Wilde and Calvin Wilde, is hereby awarded to the defendant, provided, however, that the plaintiff shall have the right to visit said children at reasonable times and places and that he shall have the right to take said children to visit him for not more than one day a week. When he takes the children to visit him it shall be his obligation to come and get them and bring them home and this shall be done at reasonable hours. In addition, each party shall have the right to take said children to Sunday School on alternate Sundays. Neither party shall take the children out of the State of Idaho, except on short visits.

7. The plaintiff shall pay the outstanding community debts, as and when the same fall due, and hold the defendant harmless in that regard; and

RIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

neither party shall incur any obligation whatsoever hereafter upon the credit of the other.

Rendered, dated and entered January 10, 1949.

D. A. Sutphen

District Judge

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BLAINE

Myron Wilde,

Plaintiff

vs.

Lizzie E. Wilde,

Defendant

CLERK'S CERTIFICATE
OF TRUE COPY

STATE OF IDAHO,)
SS.
COUNTY OF BLAINE,)

I, B. P. Thamm, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 11th day of Jan., A. D., 1949.

Attest: B. P. Thamm,
Clerk

By _____
Deputy.

5550

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

Elaine M. Fortune,
Plaintiff,

vs. DECREE OF DIVORCE

John Fortune,
Defendant.

This cause came on regularly to be heard this 21st day of January 1949, before me, the Hon. D. H. Sutphen, Judge of the above entitled court in the above entitled district, in open court at Hailey, Blaine County, State of Idaho, Conroy Gillespie appearing for and with the plaintiff and the defendant failing to appear in person or by counsel, and it appearing that on November 12, 1948, the defendant was duly and personally served with summons in the above entitled action and a copy of the complaint, and said defendant not having appeared in said cause, or answered by counsel or person, within the time allowed by law, or otherwise, and the default of the defendant having been duly made and entered in the manner required by law, and evidence having been introduced for and in behalf of the plaintiff herein, and being duly corroborated by witness, and said cause having been submitted to said Court for its decision:

The Court finds that all of the material allegations of the plaintiff's complaint are true and correct and that a decree of divorce should be granted as prayed for in plaintiff's complaint and that the marriage between the plaintiff and the defendant be wholly dissolved and set aside.

It is now therefore, on this 21st day of January, 1949, adjudged and decreed as follows:

That the marriage relations heretofore existing by and between plaintiff and defendant herein be, and the same are hereby canceled annulled and set aside and held for naught, and that the plaintiff be and hereby is forever divorced from the said defendant, and that each of the parties hereto are hereby restored to their status as single persons, and that the plaintiff be allowed hereby to resume her maiden name of Elaine M. Douglas.

Dated this 21st day of January, 1949.

D. H. Sutphen
District Judge

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BLAINE

Elaine M. Fortune,
.....
Plaintiff

vs.

John Fortune,
.....
Defendant

CLERK'S CERTIFICATE OF TRUE COPY

STATE OF IDAHO,
County of Blaine, } ss.

I, B. P. Thamm, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 7th day of February, A. D., 1949.

Attest: B. P. Thamm Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BOISE

IN THE DISTRICT COURT
BOISE COUNTY, IDAHO
Filed January 19, 1949
Katherine M. Trego
Clerk
By Dorothy Kaul
Deputy

ANN M. PAGE,

Plaintiff,

-vs-

ANDREW J. PAGE,

Defendant.

* * * *

THIS CAUSE, Coming on regularly to be heard by the Court without a jury, this 14 day of January, 1949, Delana & Delana appearing as counsel for the Plaintiff, and it appearing that the Defendant had been duly and regularly served with Summons and Complaint in said action, and that due and proper proof had been submitted showing the Defendant not to have been and not being in the Military Service, pursuant to the terms and conditions of the "Soldiers" and Sailors' Relief Act of 1940", for more than one year immediately last past, and that default had been duly and regularly entered in said action, THEREUPON Witnesses were sworn and examined on the part of the Plaintiff, and the evidence having been closed, the cause was submitted to the Court for its consideration and decision, and the Court being fully advised in the premises, renders its decision as follows:

NOW, THEREFORE, By reason of the law and the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between Plaintiff and Defendant be and the same is hereby dissolved.

January 14, 1949.

Chas F. Koelsch
District Judge

CERTIFICATE

STATE OF IDAHO, County of Boise } ss.

I, KATHERINE M. BROGAN, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Boise, do hereby certify that the foregoing is a true and correct copy of the original

Decree in the case of ANN M. PAGE -vs- ANDREW J. PAGE, filed January 19th, 1949 and recorded in Book 6 of Judgment Record at page 208

filed in the above entitled action and remaining now on file in my office at Idaho City, Boise County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19th day of January, 1949.

By _____ Deputy.

Katherine M. Brogan
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BOISE.

RENA SAUMER,

Plaintiff,

vs.

SYLVAN LEON SAUMER,

Defendant.

IN THE DISTRICT COURT
BOISE COUNTY, IDAHO
Filed February 4th, 1949
Katherine B. Logan
Clerk
By Emily Falk
Deputy

Decree of Divorce

THIS CAUSE coming on regularly for hearing before the court without a jury, the defendant having been duly served with summons and a copy of the complaint and having acknowledged service thereof, and having stated that he is not now in the military service in any capacity whatever and has not been in any military service for more than six months last past, the default of the said defendant having been duly entered, plaintiff appearing in open court and evidence having been adduced, and the court having fully considered the law and the evidence and being fully advised in the premises;

NOW THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between plaintiff, Rena Saumer, and the defendant, Sylvan Leon Saumer, be and the same are hereby dissolved.

IT IS FURTHER ORDERED AND DECREED that plaintiff's maiden name, Rena Choate, be restored to her in lieu of Rena Saumer.

Done in open court this 28th day of January, 1949.

Edna G. Koelsch
District Judge

CERTIFICATE

STATE OF IDAHO, County of Boise } ss.

I, KATHERINE M. BROGAN, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Boise, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce between RENA SAUMER -vs- SYLVAN LEON SAUMER, entered January 28th, 1949, and duly recorded in Book 6 of Judgment Record at page 209 filed in the above entitled action and remaining now on file in my office at Idaho City, Boise County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of February, 1949.

By Cecily Xaca, Deputy. Katherine M. Brogan Clerk.

6312 - 12:15

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

BETTY RIGBY,
Plaintiff,
vs.
GEORGE RIGBY,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 3rd day of January, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Betty Rigby, and the defendant, George Rigby, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

Jan. 3 49
12:15 P.
Alex T. Russell
Vivian E. Shoemaker

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff has no further right, title nor interest in and to the following described property, to-wit:

NE¼NE¼, Sec. 27, Twp. 56 N., R 3 W. B. M., Bonner County, Idaho.

same to be the sole and separate property of the defendant, and plaintiff hereby waives any further claim for any monies.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff's former name of Betty Sawhill be restored to her.

Done in Open Court at Sandpoint, Idaho, this 3rd day of January, 1949.

E V Boughton
District Judge

STATE OF IDAHO, }
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6312, BETTY RIGBY, Plaintiff, vs. GEORGE RIGBY, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 3d *day of* January, 1949

Alex T. Russell *Clerk*

By Vivian E. Shoemaker *Deputy*

6391 2:30

COPY

5554

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF BONNER

RITA M. DALE, Plaintiff, vs. GEORGE W. DALE, Defendant.	No. 6391
	D E C R E E

This cause having regularly been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service, as shown by the records herein.

3. The plaintiff be, and is hereby, restored to her former name of Rita M. Howley.

4. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of mental cruelty.

STATE OF IDAHO)
County of Bonner)

Filed Jan. 5, 1949
at 2:30 P.M.
Alex T. Russell
By Vivian E. Shoemaker

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 4th day of January, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Alex T. Russell
Clerk, District Court

By Vivian E. Shoemaker
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF BONNER)

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 5th day of January, 1949.

Alex T. Russell
Clerk

By Vivian E. Shoemaker
Deputy

6328 11:12

5555

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

ROBERT HENRY,
Plaintiff,
vs.
DOROTHY HENRY,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 10th day of January, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been served by publication and mailing of a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of his attorneys, O. J. Bandelin; the defendant did not appear, nor was she represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Robert Henry, and the defendant, Dorothy Henry, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

Jan. 10, 1949
11:12 A. M.
Alex T. Russell
Vivian E. Shoemaker

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, Dorothy Henry, be awarded the care, custody and control of the minor children, Robert Charles Jr., Barbara Jean, and Marion Ellen, and that she be allowed the sum of Forty-five ($45.00) Dollars per month for such care and support of said children, subject to the right of the plaintiff to visit said children at reasonable and proper times, providing plaintiff makes said payments.

Done in Open Court at Sandpoint, Idaho, this 10th day of January, 1949.

E V Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6328, ROBERT HENRY, Plaintiff, vs. DOROTHY HENRY, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 10th *day of* January, *1949*

Alex T. Russell *Clerk*

By Vivian E. Shoemaker *Deputy*

6280 12:10

5556

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

JEAN VOOS,
Plaintiff,
vs.
FRED VOOS,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 10th day of January, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin: the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Jean Voos, and the defendant, Fred Voos, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

Filed Jan. 10, 1949
12:10 P.M.
Alex T. Russell
Clerk
Vivian E. Shoemaker
Deputy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff be awarded the care, custody and control of the minor child, Keith Voos; and that she be allowed the sum of Fifty ($50.00) Dollars per month for the care and support of said child, with the right of the defendant to visit said child providing he pays the said sum of Fifty ($50.00) Dollars per month for the support of the child.

Done in Open Court at Sandpoint, Idaho, this 10th day of January, 1949.

E V Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6280, JEAN VOOS, Plaintiff, vs. FRED VOOS, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 10th *day of* January, *1949*

Alex T. Russell *Clerk*

By Vivian E. Shoemaker *Deputy*

- - 6379 11:10 - - - 5557 -

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

****

MILDRED E. JONES,)
Plaintiff,)
vs.) D E C R E E
DONALD M. JONES,)
Defendant.)

****

The above entitled action came on for hearing before the Court sitting without a jury at Sandpoint, Bonner County, State of Idaho, at ten o'clock A.M. on Friday, January 21st, 1949, at which time the plaintiff appeared in person and represented by one of her attorneys, Everett E. Hunt, Esq., and the defendant did not appear either in person or by attorney, he being in default and his default having been entered, the Court proceeded to hear the case. Thereupon testimony and corroborating testimony was submitted for and upon behalf of the plaintiff, and the Court being fully advised in the premises, and Findings of Fact and Conclusions of Law having been waived by virtue of the default of the defendant, and through his failure to appear at the trial, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, Mildred E. Jones, be and she hereby is, granted an absolute decree of divorce of and from the defendant, Donald M. Jones.

Dated and done this 21st day of January, 1949.

E. V. BOUGHTON
District Judge

STATE OF IDAHO }
County of Bonner } ss.
Filed January 22, 1949
at 11:10 o'clock A. M.
Alex T. Russell
Clerk of District Court
Vivian E. Shoemaker
Deputy

STATE OF IDAHO,
County of Bonner } *ss.*

5557

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE--CASE NUMBER 6379 MILDRED E. JONES, Plaintiff, vs. DONALD M. JONES, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 22nd *day of* January, *194*9.

Alex T. Russell *Clerk*

By Doreen Howell *Deputy*

6389

5558

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

MARJORIE I. BARTHOLOMEW,)
Plaintiff,)
vs.)
GEORGE E. BARTHOLOMEW,)
DEFENDANT.)

January 28 '49
1:00 P.M.
Alex Russell
Clerk
By ____ Deputy

D E C R E E

The above entitled action came on for hearing before the Court sitting without a jury at Sandpoint, Bonner County, Idaho, at two o'clock P.M. on Thursday, January 27, 1949, at which time the plaintiff appeared in person and represented by one of her attorneys, Raymond T. Greene Jr., Esq., and the defendant did not appear either in person or by attorney, he being in default and his default having been entered, the Court proceeded to hear the case. Thereupon testimony and corroborating testimony was submitted for and upon behalf of the plaintiff, and the Court being fully advised in the premises, and Findings of Fact and Conclusions of Law having been waived by virtue of the default of the defendant and through his failure to appear at the trial, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, Marjorie I. Bartholomew, be and she hereby is, granted an absolute decree of divorce of and from the defendant, George E. Bartholomew upon the grounds of extreme cruelty and willful neglect.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, control and custody of the minor children, Janet and Janice, be awarded to the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant have the right to visit said children at reasonable and proper times. PROVIDED, however, and based upon the condition that the defendant, George E. Bartholomew, shall have established the fact that he has paid to the plaintiff,

Marjorie I. Bartholomew, monthly and every month, commencing on the first day of February, 1949, the sum of Seventy-five Dollars ($75.00) per month for the support of the minor children.

Dated and done this 27th day of January, 1949.

E. V. BOUGHTON
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

5558

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6389, MARJORIE I. BARTHOLOMEW, Plaintiff, vs. GEORGE E. BARTHOLOMEW, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 28th *day of* January, *1949.*

Alex T. Russell *Clerk*

By Dorothy Campbell *Deputy*

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

MAXINE BALLMER,
Plaintiff,
vs.
DAVE R. BALLMER,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 14th day of January, 1949, upon the Complaint of plaintiff and Answer of the defendant, a Stipulation having been filed in the action setting the case for trial on the above date.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by Stipulation, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Maxine Ballmer, and the defendant, Dave R. Ballmer, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of wilful neglect.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the care, custody and control of the two minor children, Tell R. Ballmer and Craig Ballmer, be awarded to the plaintiff, Maxine Ballmer; that the defendant, if he desires to visit

said children, shall have the right to do so providing that he pays to the plaintiff for their care and support the sum of One Hundred ($100.00) Dollars per month, first payment to be made February 1, 1949, and on the first day of each month thereafter, and if he fails to pay said sums, he shall not have the right to visit said children.

Done in Open Court at Sandpoint, Idaho, this 14th day of January, 1949.

E V Boughton
District Judge

STATE OF IDAHO, }
County of Bonner }
Filed January 14 1949
at 2:20 P.
Alex T. Russell
Dorothy Campbell

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6396, MAXINE BALLMER, Plaintiff, vs. DAVE R. BALLMER, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 14th *day of* January, 1949.

Alex T. Russell *Clerk*

By Dorothy Campbell, *Deputy*

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

MATILDA LAVERN SMITTY, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
DELMAR E. SMITTY, Defendant.	)	

The above-entitled cause came on for hearing this 31st. day of December, 1948, the plaintiff appeared with counsel, John Ferebauer, and her witness, Donna S. Stromberg. The defendant did not appear, either in person or by counsel; and it appearing to the Court that the defendant has been duly served by publication and has failed to plead thereto; that the default of the defendant has been duly entered and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the Court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of cruelty;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony heretofore existing by and between the plaintiff, Matilda Lavern Smitty, and the defendant, Delmar E. Smitty, be dissolved absolutely and that each party is hereby freed from the other and placed in the status of single persons.

2. That all of the community property described in plaintiff's Complaint herein, located at 435 South Boulevard, Idaho Falls, Idaho, including one Easy Spindry Washing-machine, Model No.195547, Serial No.54839 and one General Electric Range, Serial No.2276696, is hereby awarded to the plaintiff absolutely.

DATED this 21st day of January, 1949.

JUDGE OF THE DISTRICT COURT

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in case No. 7287 Matilda Lavern Smitty, Plaintiff,
vs. Delmar E. Smitty, Defendant,
Book 15 Judgments, page 115

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 9th day of February, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

ANNE WEAVER, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
FORREST W. WEAVER, Defendant.	)	

This cause came on regularly for trial in chambers at Idaho Falls, Idaho on this 28th day of January, 1949, John M. Sharp appearing as counsel for the plaintiff and no one appearing for or on behalf of the defendant; whereupon, plaintiff was duly and regularly sworn and examined, and testified for and in her own behalf; and thereupon Robert Laughter was duly and regularly sworn and testified for and in behalf of the above-named plaintiff, and thereupon the plaintiff rested. The defendant having submitted no proof whatever for or in his behalf, this cause was thereupon submitted to the court for decision upon the testimony submitted for and in behalf of the plaintiff; and the court being fully advised in the premises, now finds as follows: That the above-named defendant has been duly and regularly served with a true copy of the Summons issued out of the above-entitled court in the within cause, attached to which was a true copy of the Complaint filed herein.

NOW, THEREFORE, on motion of John M. Sharp, the attorney of record for the above-named plaintiff,

IT IS HEREBY CONSIDERED, ADJUDGED, ORDERED AND DECREED, that the marriage heretofore and now existing between the above-named plaintiff, Anne Weaver, and the above-named defendant, Forrest W. Weaver, be, and the same hereby is, forever dissolved, set aside and held for naught.

That the name of the plaintiff by which she was known prior to said marriage, that is, Anne Hall, is hereby restored.

C. J. Taylor
JUDGE OF THE DISTRICT COURT

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Divorce Decree in case No. 7321, Anne Weaver, Plaintiff, vs. Forrest W. Weaver, Defendant, Bk. 15 Judgments, page 133

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 9th day of February, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

JANET JEFFERSON,

Plaintiff,

-vs-

WARREN A. JEFFERSON,

Defendant.

(COPY)

DECREE OF DIVORCE

This cause came on regularly to be heard in Chambers at Idaho Falls, Idaho, on this 21st day of January, 1949, before the Honorable C. J. Taylor, Judge of the above-entitled Court; the plaintiff appearing in person, and W. K. Naylor appearing for and in behalf of, and as counsel for the plaintiff, and the defendant appearing not, either in person or by counsel; whereupon the plaintiff was duly and regularly sworn and examined and testified for and in her own behalf, and thereupon one Barbara Monson, witness for the plaintiff was duly and regularly sworn and examined and testified for and in behalf of the plaintiff, and thereupon the plaintiff rested, and no proof whatsoever having been submitted for or in behalf of the defendant, this cause was thereupon submitted to the Court for its decision upon the testimony submitted for and in behalf of the plaintiff, and the Court, being fully advised in the premises now finds as follows:

That the above-named defendant has been duly and regularly served with a true copy of the Summons issued out of the above-entitled Court in the within cause, together with, and attached to, a true copy of plaintiff's complaint on file herein; that the defendant has entered his appearance in his own proper person in this action, in writing, and has consented that default be entered against him and that this cause may be heard without further notice to said defendant; that the defendant has refused and failed to plead in this action, and has waived additional time in which

to plead, and that the default of the said defendant has been duly and regularly entered herein according to law; that this Court has jurisdiction of the person of the above-named plaintiff and of the person of the above-named defendant, and of the subject matter of this action; that the allegations of plaintiff's Complaint have been established by sufficient and competent evidence free and clear from all legal objections; that two children, to-wit, Gloria Leslie Jefferson, a girl, and Randall Lee Jefferson, a boy, both minors, have been born and are now living as the issue of the marriage of plaintiff and defendant and the Court finds that the plaintiff is a fit and proper person to have the care, custody and control of said minor children; that plaintiff is entitled to a Decree of divorce as prayed for in her said Complaint on file herein; that the making of Findings of Fact and Conclusions of Law herein have been waived by the parties hereto.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore and now existing between the plaintiff, Janet Jefferson, and the defendant, Warren A. Jefferson, be, and the same are hereby absolutely dissolved, set aside and held for naught, and that they be, and that both hereby are, restored to the status of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of Gloria Leslie Jefferson and Randall Lee Jefferson, minor children of plaintiff and defendant, be, and the same is hereby awarded and decreed to the said plaintiff, subject, however, to the right of the said defendant to see and visit said minor children at reasonable times and places and under reasonable circumstances.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant shall pay to the plaintiff the sum of $25.00 per month for the support and maintenance of Gloria Leslie Jefferson, and the sum of $25.00 per month for the support and maintenance of

Randall Lee Jefferson, and that said payments shall continue until said children respectively come of age or until the further order of the Court in the premises.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that all of the community property of the plaintiff and defendant consisting of furniture and household effects, and particularly mentioned and described as follows, to-wit;

> Livingroom set (davenport and chair); Firestone radio; Firestone washing machine; Super Flame oil heater; dishes; utensils; bedding, etc.,

be, and the same is hereby awarded and decreed to the plaintiff as her sole and separate property and for her sole and separate use and benefit.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant shall pay to the plaintiff, or to W. K. Naylor, her attorney of record herein, the sum of $75.00 as and for plaintiff's attorney's fees incurred herein, and that plaintiff have and recover of and from the defendant her costs incurred herein in the sum of $20.00, being a total judgment hereby rendered in favor of the plaintiff and against the defendant in the sum of $95.00.

Done and dated at Idaho Falls, Idaho, this 21st day of January, 1949.

C. J. Taylor
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case No. 7275, Janet Jefferson, Plaintiff vs. Warren A. Jefferson, Defendant

Book 15 Judgments, page 111

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 9th day of February, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

DORIS N. LEE, Plaintiff,

-vs-

JOHN J. LEE, Defendant.

D E C R E E

This cause came on regularly to be heard before the Court sitting in Chambers, at Idaho Falls, Idaho, this 21st day of January, 1949, upon plaintiff's verified complaint on file herein, plaintiff appearing in person and by her counsel, John L. Bloem, and the defendant appearing not, either in person or by counsel, and it appearing to the Court that said defendant has, by Admission of Service on file herein, admitted service of a true copy of the Summons and Complaint on file herein, and entered his appearance in this action, and submitted himself to the jurisdiction of this Court in this Cause, and has refused to demur, answer, or plead further, and waived additional time in which to plead further, and consented that default be entered against him, and to an immediate hearing of this cause without further notice to him, either in term time or vacation, in open Court or in Chambers; and it further appearing that the default of said defendant, for his non-appearance herein has been duly and regularly entered according to law; and it further appearing to the Court by affidavit filed herein (and the Court having found) that said defendant is not engaged in the military service of the United States of America, or in any branch thereof, as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, as amended;

Thereupon evidence was introduced in support of the allegations in plaintiff's complaint contained, and the Court being fully advised in the premises, and the matter having been submitted to the Court, and the Court having considered the law and the evidence, and it appearing to the satisfaction of the Court that the plaintiff is entitled to a divorce from said defendant on the groun

of extreme cruelty.

NOW, THEREFORE, it is ORDERED, ADJUDGED and DECREED, as follows, to-wit:

1. That the bonds of matrimony existing between the plaintiff, Doris N. Lee, and the defendant, John J. Lee, be, and the same are hereby dissolved and that each and both of them be, and they are hereby, restored to the status of single, unmarried persons.

2. That the plaintiff's maiden name to-wit: Doris N. Orr, be, and the same is hereby, restored to her.

DONE IN CHAMBERS, at Idaho Falls, Idaho, this 21st day of January, A.D., 1949.

C. J. TAYLOR

JUDGE OF SAID DISTRICT COURT.

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case No. 7310, Doris N. Lee, Plaintiff, vs. John J. Lee, Defendant Book 15 Judgments, page 117,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 9th day of February, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BOUNDARY

5564

ANDREW KENRUD,

Plaintiff,

-vs-

FLORENCE KENRUD,

Defendant.

7292

DECREE

The above entitled action came on regularly to be heard and tried at the Court Room in the Courthouse in Bonners Ferry, Boundary County, State of Idaho, on the 5th day of January, 1949, at 10:00 o'clock a.m. Plaintiff appeared in person and represented by his attorney, J. Alfred May. The defendant did not appear in person or by her attorney and the defendant having been served with Summons and Complaint in the cause, and she having failed to appear, demur, or answer within the time allowed by law, or at all, and she being in default, her default was heretofore entered; that an affidavit was filed that said defendant was not in military service during the pendency of this action; whereupon, testimony was submitted on behalf of the plaintiff and the Findings of Fact and Conclusions of Law having been waived by reason of Defendant's failure to appear.

NOW, THEREFORE, By reason of the law and the premises, it is hereby ORDERED, ADJUDGED, AND DECREED:

That the Court have jurisdiction of the parties and the subject matter of this action.

It is Further ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between plaintiff and Defendant be dissolved on the grounds of extreme cruelty, and the parties are released from each other and from all matrimonial obligations and the plaintiff is granted and given an absolute decree of divorce from this defendant.

Dated this 5th day of January, 1949, at Bonners Ferry, Idaho.

E. V. BOUGHTON
District Judge

STATE OF IDAHO, } ss.
County of Boundary }

Filed Jan 6 1949 and recorded at 8:7 Judgments on page 456
at ___ M.

Clerk of District Court

By ___ Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BOUNDARY

VIVIAN A. CARMACK, Plaintiff,
Vs.
GEORGE P. CARMACK, Defendant,

7291

DECREE

The above entitled action came on regularly to be heard this 18th day of January, 1949, in open court in Bonners Ferry, County of Boundary, State of Idaho, the plaintiff appearing in person and by her attorney, W. J. Nixon, and the defendant appearing not, neither in person nor by attorney.

Upon said hearing it appearing satisfactorily to the court that the defendant, George B. Carmack, has been duly and regularly served with Summons and Complaint herein as required by law and that the said defendant has failed to appear and answer to said Complaint; that the time for answering has expired and the default of said defendant, George B. Carmack, has been duly entered according to law on the 18th day of January, 1949, and the Court having heard the testimony introduced on behalf of the plaintiff, in support of her complaint and duly considered the law and the evidence and rendered its decision herein in writing consisting of Findings of Fact and Conclusions of Law- - -

NOW, THEREFORE, in accordance with the Findings heretofore entered in said cause, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED That the plaintiff, Vivian A. Carmack, should be and she is hereby granted an absolute Decree of Divorce, from the defendant, George B. Carmack, on the ground of extreme cruelty and the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the plaintiff, Vivian A. Carmack, have her former name of Vivian A. Hendricks, restored to her.

Dated this 18th day of January, 1949.

E. V. BOUGHTON
DISTRICT JUDGE

STATE OF IDAHO, County of [illegible] SS.
Filed Jan 21 1949
and recorded at request of [illegible]
Owen Critchfield Pg 461

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF BOUNDARY

2296

DOROTHY BLEDSOE, Plaintiff,
vs.
JAMES CLIFFORD BLEDSOE, Defendant,

D E C R E E

The above entitled action came on regularly to be heard this 21st. day of January, 1949, in chambers in Sandpoint, Bonner County, State of Idaho, the plaintiff appearing in person and by her attorney, W. J. Nixon, and the defendant appearing not, neither in person nor by attorney.

Upon said hearing it appearing satisfactorily to the Court that the defendant, James Clifford Bledsoe, has been duly and regularly served with Summons and Complaint herein as required by law and that the said defendant has failed to appear and answer to said Complaint; that the time for answering has expired and the default of said defendant, James Clifford Bledsoe, has been duly entered according to law on the 21st day of January, 1949, and the Court having heard the testimony introduced on behalf of the plaintiff, in support of her complaint and duly considered the law and the evidence and rendered its decision herein in writing consisting of Findings of Fact and Conclusions of Law———

NOW, THEREFORE, in accordance with the Findings heretofore entered in said cause, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED That the plaintiff, Dorothy Bledsoe, should be and she is hereby granted an absolute Decree of Divorce, from the defendant, James Clifford Bledsoe, on the ground of extreme cruelty and the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the plaintiff have full care, custody and control of said minor children namely; Michael Chic Bledsoe, and Ronald Carl Bledsoe.

Dated this 21st day of January, 1949.

E. V. BOUGHTON
DISTRICT JUDGE

5567

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BOUNDARY

HAZEL KNIERT,
Plaintiff,
-vs-
LAWRENCE KNIERT,
Defendant.

2295

D E C R E E

The above entitled action came on regularly for hearing at the Courthouse in Sandpoint, Bonner County, State of Idaho, on the 21st day of January 1949, at the hour of 2:00 o'clock p.m. Plaintiff appeared in person and by her attorney, J. Alfred May. The defendant did not appear in person or by attorney and the defendant having been served with Summons and Complaint in the cause, and he having failed to appear, demur, or answer within the time allowed by law, or at all, and he being in default, his default was heretofore entered; that an affidavit was filed that said defendant was not in military service during the pendency of this action; whereupon, testimony was submitted on behalf of the plaintiff and the Findings of Fact and Conclusions of Law having been waived by reason of Defendant's failure to appear. at the trial.

NOW, THEREFORE, By reason of the law and the premises, it is hereby ORDERED, ADJUDGED, AND DECREED:

That the Court have jurisdiction of the parties and the subject matter of the action.

It is further ORDERED, ADJUDGED, AND DECREED: That the defendant, Lawrence Kniert, pay to the the plaintiff, Hazel Kniert, the sum of 75.00 dollars per month beginning on the 25th day of January, 1949, and payable on the 25th day of each and every month thereafter until said minor children reach their majority or until further order of the Court, and that the plaintiff be given the care, custody, and control of said two minor children with visitation privileges to the defendant at reasonable times and places.

It is further ORDERED, ADJUDGED, AND DECREED: That the bonds of matrimony existing between the plaintiff and defendant be and the same are hereby wholly and forever dissolved, on the grounds of wilfull desertion, and the parties are released from each other and from all matrimonial obligations and the plaintiff is granted and given an absolute decree of divorce.

Dated this 21st day of January, 1949.

E.V. Boughton
District Judge

Filed and entered ... 1949
at ... o'clock ... M.
... Clerk
By ... Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BUTTE

LUELLA MARRIAN KEEN,

Plaintiff

vs.

EDWARD KEEN,

Defendant

DECREE

The above entitled cause coming on regularly to be heard by the Court, in Chambers, without a jury, at Blackfoot, Bingham County, State of Idaho, with the plaintiff appearing in person and by her counsel, A. C. Dunn of Arco, Idaho; and it appearing that the defendant, Edward Keen, has been duly served with process in this action, and the Clerk's default has been duly entered against said defendant for his failure to appear in said cause, and the plaintiff and her witness having been duly sworn and their testimony given in evidence; and it further satisfactorily appearing that said defendant is not now, nor at any time during the pendency of this cause has been, in any of the armed services of the United States of America, upon consideration the Court finds that the allegations contained in plaintiff's complaint are true and established by evidence adduced before the Court, and concludes that plaintiff is entitled to the relief sought in the prayer of her complaint; now, therefore, on motion of her attorney of record;

IT IS ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be, and the same are, hereby wholly and finally dissolved and the plaintiff and defendant are restored to the status of single persons; and that plaintiff's maiden name of Luella Marrian Harwood be, and the same is, hereby restored to her.

DATED in Chambers at Blackfoot, Bingham County, State of Idaho, this 5th day of January, 1949.

/S/ Preston Fletcher
District Judge.

STATE OF IDAHO)
(ss
County of Butte)

I, I. W. BOYER, the duly elected, qualified, and acting Clerk of the District Court, Ex-Officio Auditor and Recorder, in and for the County of Butte, State of Idaho, do hereby certify that the foregoing is a full, true, and correct copy of Decree of Divorce rendered in the action Luella Marrian Keen, Plaintiffs, vs. Edward Keen, Defendant, dated January 5, 1949, now on file and of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 5th day of January, 1949.

I. W. Boyer
Clerk of the District Court, Ex-Officio Auditor and Recorder, Butte County, State of Idaho,

By Doris M. Noble Deputy

4

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BUTTE

MAXINE SHIPLEY,

Plaintiff

vs.

ROBERT DALE SHIPLEY,

Defendant

D E C R E E

The above entitled cause coming on regularly to be heard by the Court, in Chambers, without a jury, at Blackfoot, Bingham County, State of Idaho, with the plaintiff appearing in person and by her Counsel, A. C. Dunn of Arco, Idaho; and it appearing that the defendant, Robert Dale Shipley, has been duly served with a copy of the summons and complaint in this action, on file herein, and the Clerk's default has been duly entered against said defendant for his failure to appear in said cause, and the plaintiff and her witness having been duly sworn and their testimony given in evidence; and it further satisfactorily appearing that said defendant is not now, nor at any time during the pendency of this cause has been, in any of the armed services of the United States of America, upon consideration the Court finds that the allegations of the Plaintiff's complaint are true and established by evidence adduced before the Court, and concludes that plaintiff is entitled to the relief sought in the prayer of her complaint; now, therefore, on motion of her attorney of record;

IT IS ORDERED, ADJUDGED, AND DECREED, that the bonds of matrimony now and heretofore existing between plaintiff and defendant be, and the same are, hereby wholly and finally dissolved and the plaintiff and defendant are restored to the status of single persons;

AND IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that plaintiff be and she is hereby awarded the care, custody, and control of the minor child, Alana Lee Shipley, and a second child after birth, issue of the marriage of plaintiff and defendant; and that the defendant be and he is hereby required to pay to plaintiff the

sum of $75.00 per month for the support of said children, payment to be made on or before the 10th of each month, following the date of this decree;

AND IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the community personal property of plaintiff and defendant consisting of a bedroom suite consisting of bed chest on chest, night-stand, and vanity bench; a living-room suite consisting of davenport and one chair; a living room desk with matching chair; 1 occasional chair, upholstered; and 1 coffee table, be and the same, and the whole thereof, are hereby awarded to the plaintiff as her sole and separate property.

DATED at Blackfoot, Bingham County, State of Idaho, this 12th day of January, 1949.

PRESTON THATCHER
District Judge.

STATE OF IDAHO)
(ss
County of Butte)

I, I. W. BOYER, the duly elected, qualified, and acting Clerk of the District Court in and for the County of Butte, State of Idaho, do hereby certify that the foregoing is a full, true, and correct copy of Decree of divorce render in the action Maxine Shipley, Plaintiff, vs. Robert Dale Shipley, Defendant, now on file and of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of January,, 1949.

I W. Boyer
Clerk of the District Court, County of Butte, State of Idaho,
By Doris M. Noble
Deputy.

345853

5570

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
11:54 A.M. P.M.
JAN 17 1949
S. E. FOOTE, CLERK
H. Powell
DEPUTY

MABEL FETTERS,
Plaintiff,
-vs-
CLARENCE M. FETTERS,
DEFENDANT

DECREE

This cause came on regularly for hearing the 10th day of January, 1949, before the Court without jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required to demur, answer or plead to said complaint had expired, the default of the defendant was duly and regularly entered herein; whereupon the Court proceeded with the trial of said cause.

Witnesses were called, sworn and testified for and on be-half of plaintiff and the case was submitted to the Court for final determination and decision, and the Court having found that the plaintiff and defendant were duly married at Caldwell, Idaho, on the 8th day of November, 1939, and that the plaintiff has been for more than six weeks last past a bona fide resident of the State of Idaho, and that the defendant, disregarding the solemnity of his marriage vows, has caused the plaintiff great mental and physical suffering, pain and anguish and is such as to constitute cruelty.

And it appears from the evidence adduced at the hearing that the said Clarence M. Fetters is a resident of Ada County and being within the jurisdiction of the Court,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED and DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff, Mabel Fetters, and the defendant, Clarence M. Fetters, be, and the same are hereby dissolved upon the grounds of defendant's cruelty to said plaintiff, and that the parties are, and each of them is, freed therefrom;

IT IS FURTHER ORDERED, ADJUDGED and DECREED, That the custody of the two minor children of the parties hereto, Terry Lee Fetters and Michael Fetters is hereby awarded the plaintiff, Mabel Fetters, with the right of reasonable visitation by the defendant;

That the defendant be required to pay the plaintiff the sum of $50.00 per month for the support of the two minor children of the parties hereto, said payments to begin January 1st, 1949.

Thomas E. Buckner
District Judge

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
January 17, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By D. Powell
Deputy

345599

5571

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

. . . . . .

FILED
A.M. 12:25 P.M.
JAN 10 1949
S. S. FOOTE, CLERK
Savona Hayes
DEPUTY

FRANK R. BARR,

Plaintiff

vs

CLARA VOELCKEL BARR,

Defendant

D E C R E E

This cause coming on regularly for hearing before the above entitled court on the 10th day of January, 1949, upon plaintiff's complaint, service of the same and of the another summons in this action having been duly and regularly and in the manner previded by law, personally served upon the defendant, Clara Voelckel Barr, at San Pedro, California, on the 18th day of December, 1948, and the defendant failing to appear herein or to plead in said action within the time allowed by law, as specified in said summons; motion for the entry of default of said defendant for failing to appear was duly made, and it appearing to the court that the defendant, Clara Voelckel Barr, was not at any time during the pendency of this action in the military service of the United States of America or any of the branches or departments thereof, order was duly issued directing the clerk of this court to enter the default of said defendant for so failing to appear and plead within the time allowed by law, pursuant to the order of this court, thereafter the default of said defendant for so failing to appear and plead within the time allowed by law was duly and regularly entered by the clerk of this court in the above entitled cause and prior to the hearing of this matter; and the plaintiff appearing in person and by his attorney Harold L. Yeamans, and the defendant not appearing in said cause the court proceeded to the hearing thereof.

The plaintiff and his witnesses were called, duly sworn and testified in open court and in support of all the material allegations of the complaint; and from such testimony it appears to the satisfaction of the Court that all of the material allegations of said complaint are true; that the plaintiff has been a bona fied resident of the state of Idaho for more than six weeks immediately preceding the commencement of this action; That the plaintiff and defendant have lived separate and apart from each other without cohabitation for a period of more than five years immediately preceding the commencement of this action and that the plaintiff is entitled to a divorce from the defendant by reason thereof;

Now, Therefore, IT IS ORDERED, ADJUDGED and DECREED, and This Does, ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore existing between the plaintiff Frank R. Barr, and the defendant Clara Voelckel Barr, be, and the same hereby are, absolutely and wholly dissolved, and that each of the parties to said marriage be, and they hereby are, restored to the status of single persons; and

IT IS FURTHER ORDERED, ADJUDGED and DECREED and This Does ORDER, ADJUDGE and DECREE:

That the defendant Clara Voelckel Barr shall continue to be the beneficiary of a certain paid-up Life Insurance Policy in the amount of $1000.00 on the life of the plaintiff issued by the Ohio National Life Insurance Company of Cincennati, Ohio, except that in the event of the death of said beneficiary prior to the death of the plaintiff, the plaintiff may change the beneficiary thereof, and that neither the plaintiff nor the defendant shall borrow money on said policy.

Done in open courtthis 10th day of January, 1949.

Thomas E. Buckner
Judge of the District Court

State of Idaho } ss.
County of Canyon }

I hereby certify that the foregoing instrument is a full, true and correct copy of the original as the same appears in this office.

DATED

January 10, 1949

S. S. Poole, Clerk of the District Court and Ex Officio Recorder.

By Lavona Sayre

Deputy

345617 5572

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CANYON COUNTY.

FILED
A.M. 4.44 P.M.
JAN 10 1949
S. S. FOOTE, CLERK
Jean Mabey
Deputy

DAN E. FLOWERS, :

Plaintiff, :

-vs- : DECREE OF DIVORCE

PATRICIA M. FLOWERS, :

Defendant. :

On this 10th day of January, 1949, this cause came regularly on for trial in open court, the plaintiff appearing in person and with his witness, and being represented by Geo. H. van de Steeg, as his attorney of record in the cause, and the defendant appearing not at all, either in person or by counsel; and it appearing to the Court from the records and files of the cause that said defendant has been duly and regularly served with the summons in this action, according to law, that said defendant has failed to appear, answer or otherwise plead to the complaint of the plaintiff filed herein, and that the time allowed by law for said defendant to appear, answer or plead to said complaint has now fully expired, and it further appearing that said defendant is not engaged in the military and/or naval service of the United States of America within the provisions of the Act of Congress of 1940, known as the Soldier's and Sailor's Civil Relief Act, NOW THEREFORE on motion of counsel for said plaintiff;

IT IS HEREBY ORDERED that said defendant is in default and judgment of default is hereby rendered against said defendant, and the Clerk of this Court is hereby directed to enter judgment of default against her upon the minutes of this Court and the records of this Court in said cause.

AND THEREUPON, the Court proceeded with the trial of the cause and plaintiff and his witnesses were duly sworn to testify, and did testify, and the Court being now fully advised in

the premises, finds that the allegations of plaintiff's complaint are fully substantiated by competent evidence, and that the plaintiff is entitled to a decree of divorce as paryed for in his complaint herein.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED, and this does ORDER, ADJUDGE AND DECREE, that the bonds of matrimony now existing between said plaintiff and said defendant be, and hereby are, dissolved and set at naught, and the plaintiff is hereby given and granted a decree of divorce from and against the said defendant.

Done in open Court this 10th day of January, 1949.

Thomas E. Buckner

District Judge.

State of Idaho } ss.
County of [illegible]
I hereby certify the foregoing instrument is a true and correct copy of the original as the same appears in my office,
DATED
January 10, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By Isaac Maley
Deputy

345618

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CANYON COUNTY.

MAXINE BRUNER, :

Plaintiff, :

-vs- : DECREE OF DIVORCE.

HAROLD KEITH BRUNER, :

Defendant. :

FILED
A.M. 4:45 P.M.
JAN 10 1949
S. S. FOOTE, CLERK
Pauline Yokey
DEPUTY

On this 10th day of January, 1949, this cause came duly and regularly on for trial in open Court, the plaintiff appearing in person and with her witnesses and being represented by Geo. H. van de Steeg, her attorney of record in the cause, and the defendant appearing not at all; and it appearing to the Court from the records and files of the action that said defendant has been duly and legally personally served with the summons in this action, according to law, and that said defendant has failed to appear, answer or otherwise plead to the complaint of the plaintiff filed herein, and that the time allowed by law so to do has now fully expired, and that said defendant is in default for want of appearance; and it further appearing that said defendant is not engaged in the military and/or naval service of the United States of America within the provisions of the Act of Congress of 1940, known as the Soldier's and Sailor's Civil Relief Act, NOW THEREFORE, on motion of counsel for the plaintiff,

IT IS HEREBY ORDERED that said defendant is in default and judgment of default is hereby made and rendered against him herein, and the Clerk of this Court is hereby directed to enter judgment of default against said defendant upon the minutes of the Court and in the records of this Court in this cause.

AND THEREUPON, the Court proceeded with the trial of the cause, and plaintiff and her witnesses were duly sworn to testify, and did testify, and the Court being now fully advised in the premises finds that the allegations contained in plaintiff's complaint are fully substantiated by competent evidence, and that the plain-

tiff is entitled to decree as prayed for in her complaint herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED and this does ORDER, ADJUDGE AND DECREE, that the bonds of matrimony now existing between the plaintiff and the defendant be, and the same hereby are, dissolved and set at naught, and the plaintiff is hereby given and granted a decree of divorce from and against the said defendant.

Done in open Court this 10th day of January, 1949.

Thomas E. Buckner

Thomas E. Buckner

District Judge.

State of Idaho }
County of Owyhee } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.
DATED
January 10, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By Susan Maley
Deputy

345812

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT,
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FILED
9:15 A.M. ..... P.M.
JAN 15 1949
S. S. FOOTE, CLERK
DEPUTY

MARTHA E. PAINTER,

Plaintiff,

-vs-

HOBART M. PAINTER,

Defendant.

DECREE OF DIVORCE.

This matter coming on for hearing this 15th day of January, 1949, the plaintiff appearing in person and by her attorney, Frank E. Meek, Esq., and it appearing to the court that service was made on the defendant herein by publication of summons, in the Idaho Free Press by publication under order directing publication of summons, for the period of four weeks, said publication commencing with the issue of November 27th., 1948, and ending with the issue of December 25th , 1948, with the time of twenty-six days intervening between the first and last publication of said summons.

And it further appearing to the Court that under said order directing publication of summons, it was further ordered that a copy of the summons, together with a copy or the complaint in said action, be mailed to the said defendant at his last known post office address. And it appearing from the affidavit of publication of the principal clerk of the Idaho Free Press that publication of said summons was made, as hereinbefore ordered. And it appearing from the affidavit of Mollie Nickerson, filed herein, that copies of said summons and complaint were mailed to the defendant at his last known address.

And more than twenty days having expired since the service upon said defendant, and said defendant having failed to answer or otherwise appear within the time prescribed by law, his default for not so answering having heretofore on the 15th day of January, 1949, been entered herein, the court proceeded to the hearing and determination of the issues herein. Whereupon witnesses were duly sworn and testified on behalf of the plaintiff, and it appearing from the evidence that Martha E. Painter and Hobart M. Painter were married on the 28th. day of October, 1923, and ever since said date have been, and now are, husband and wife.

That the plaintiff has been a bona fide resident of the State of Idaho for more than six weeks preceding the commencement of this action.

That there are no children, the issue of said marriage. That there are no property rights to be adjudicated by this action. That the plaintiff and defendant have lived separate and apart without cohabitation for more than five years continuously last past.

Wherefore, it is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony now existing between Martha E. Painter and Hobart M. Painter, be, and the same are wholly dissolved.

Done in open court this 15th day of January, 1949.

Thomas E. Buckner
District Judge.

State of Idaho }
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
Jan. 15, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By N. Powell
Deputy

346156 5575

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CANYON COUNTY.

BURTRESS PERRYMAN and WILLIAM PERRYMAN, the parents of Millis A. Sharp, a minor, :

Plaintiff, :

-vs- : DECREE.

HERBERT R. SHARP, :

Defendant. :

FILED
---A.M. 2:10 P.M.
JAN 24 1949
S. S. FOOTE, CLERK
Joann O'Haley
DEPUTY

On this 24 day of January, 1949, this cause came regularly on for trial, the plaintiffs appearing in person and being represented by Geo. H. van de Steeg, their attorney of record in the cause, and the defendant appearing not at all; and it appearing to the Court that said defendant has been duly served according to law with Another Summons issued in this action by the Clerk of this Court, and that said defendant has failed to answer, or otherwise plead, to the amended complaint of the plaintiffs filed herein within the time allowed by law so to do, and that said defendant is now in default for failure to answer or otherwise plead to plaintiffs' amended complaint herein; and it further appearing from the affidavit of Burtress Perryman that said defendant is not engaged in the military and/or naval service of the United States, within the meaning and the provisions of the Act of Congress of 1940, known as the Soldier's and Sailor's Civil Relief Act; now therefore, on motion of counsel for said plaintiffs;

IT IS HEREBY ORDERED that said defendant is in default and judgment of default is hereby rendered against him, and the Clerk of this Court is hereby directed to enter judgment of default against said defendant upon the minutes of this Court and in the records of this court in this cause.

AND THEREUPON, the Court proceeded with the trial of the cause and Burtress Perryman, one of the plaintiffs in this action, and witnesses in behalf of said plaintiffs, were duly sworn to tes-

tify, and did testify, and the Court being now fully advised in the premises as to both the law and facts, finds that the allegations contained in the complaint of the plaintiffs are fully substantiated by competent evidence and are true, and that the plaintiffs are entitled to a decree as prayed for in their said amended complaint filed herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the marriage entered into between Millie A. Sharp, a minor, and the defendant, Herbert R. Sharp, on or about the 1st day of April, 1948, at Winnemucca, County of Humboldt, State of Nevada, be and the same hereby is annulled and declared null and void, and the said Millie A. Sharp is hereby released from any and all obligations arising our of the said marriage and/or by virtue of the marriage ceremony performed in connection therewith.

Done in open court this 24th day of January, 1949.

Thomas E Buckner
Thomas E. Buckner

District Judge.

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
January 24, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder
By Grace Maley
Deputy

346251 5576

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
A.M. P.M.
JAN 26 1949
S. S. FOUTE, CLERK
DEPUTY

* * * * * * * * * * * * *

MOLLIE O. HAGEN,

Plaintiff,

-vs-

JOHN W. HAGEN,

Defendant.

DECREE OF DIVORCE

* * * * * * * * * * * * *

THIS CAUSE Coming regularly on to be heard this 24th day of January, 1949, plaintiff appearing together with her counsel, Earl H. Garrity of Nampa, Idaho and defendant not appearing by counsel or otherwise; and it appearing to the Court that summons in this cause has been served upon the defendant herein personally in Nampa, Canyon County, Idaho, and that the time for making appearance has elapsed, and the defendant, John W. Hagen, has failed to appear, answer or plead to plaintiff's complaint herein within the time allowed by law; and it appearing to the Court that the defendant is not in the military service of the United States, and that default of the defendant was duly and regularly entered herein on the 24th day of January, 1949;

WHEREUPON Evidence was introduced on behalf of the plaintiff and the cause submitted, whereupon, the Court took the matter under advisement, and it appearing that all the material allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for;

And it further appearing to the Court that since the filing of the complaint herein, the parties entered into a Property Settlement Agreement, the same having been submitted

in evidence and marked Plaintiff's Exhibit "A", wherein the plaintiff was to have the following described property as her sole and separate property,

> Commencing at the Northwest corner of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Seven (7), Township Two (2) North, Range One (1) West, Boise Meridian, Canyon County, Idaho, and running in a Southerly direction along the West line of said quarter section a distance of 495 feet to a point, thence running in an Easterly direction and parallel with the Southerly line of said section, 429 feet to a point; thence in a Northerly direction and parallel with the West line of aforesaid quarter section a distance of 495 feet to a point on the Northerly line of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of said Section Seven (7); thence in a Westerly direction along the quarter section line of said section Seven (7), 429 feet to the point of beginning, containing 5 acres more or less,

which said above described property is being sold under contract of sale; and

> 1941 - Plymouth Coach
>
> Lot Thirty-one (31), Block Forty-one (41) of Interstate Addition to Nampa, Canyon County, Idaho,

and the defendant was to have the following described property:

> Hagen Auto Company, Nampa, Idaho,

and it further appearing to the Court that the terms of said Agreement are fair and just under the evidence;

And it further appearing to the Court that the defendant should pay the sum of Two Hundred ($200.00) Dollars per month maintenance for the minor children of the parties, Billie, age 13, Shirley, age 10, Donald, age 8, Donna, age 8, and June, age 7.

NOW, THEREFORE, On motion of Earl E. Garrity, attorney for the plaintiff, and by virtue of the law and by reason of the premises aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That plaintiff shall have, and she is hereby granted, a divorce from the defendant on the grounds of extreme cruelty, and that the bonds of matrimony between said parties are hereby dissolved, and said parties, and each of them, are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the care, custody and control of Billie, age 13, Shirley, age 10, Donald, age 8, Donna, age 8, and June, age 7, minor children of the parties herein, is granted to Mollie O. Hagen, plaintiff herein, and that the defendant, John W. Hagen, shall have the right to visit said minor children, and be visited by them at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the plaintiff shall have as her sole and separate property the following described property:

> Commencing at the Northwest corner of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Seven (7), Township Two (2) North, Range One (1) West, Boise Meridian, Canyon County, Idaho, and running in a Southerly direction along the West line of said quarter section a distance of 495 feet to a point, thence running in an Easterly direction and parallel with the Southerly line of said section, 429 feet to a point; thence in a Northerly direction and parallel with the West line of aforesaid quarter section a distance of 495 feet to a point on the Northerly line of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of said Section Seven (7); thence in a Westerly direction along the quarter section line of said Section Seven (7), 429 feet to the point of beginning, containing 5 acres more or less,

which said above described property is being sold under contract of sale, and

Lot Thirty-One (31), Block Forty-One (41) of Interstate Addition to Nampa, Canyon County, Idaho;

1941 - Plymouth Coach;

and the defendant shall have the following described property:

Hagen Auto Company, Nampa, Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the defendant, John W. Hagen, pay the plaintiff, Mollie O. Hagen, Two Hundred ($200.00) Dollars per month maintenance and support for said minor children of the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the defendant, John W. Hagen, pay the plaintiff, Mollie O. Hagen, the sum of One Hundred Fifty ($150.00) Dollars attorney fees.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the defendant, John W. Hagen, pay the plaintiff, Mollie O. Hagen, her costs and disbursements herein expended.

Done in open Court this 26 day of January, 1949.

Thomas E Buckner
District Judge.

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
January 26, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By H. Vowell
Deputy

346394

5577

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
A.M. 2:17 P.M.
JAN 31 1949
S. S. FOUTE, CLERK
Lavona Layne
DEPUTY

CLARENCE H. McWHINNEY,

Plaintiff,

-vs-

EULA McWHINNEY,

Defendant.

DECREE OF DIVORCE

This cause coming on regularly for hearing this 31st day of January, 1949, on the complaint of the plaintiff taken as confessed by the defendant, whose default for not answering has been duly entered in said cause this day.

It appearing to this Court that the said defendant, Eula McWhinney, has been duly and regularly served with Summons in the above entitled action according to law, and that more than twenty (20) days have elapsed since said service.

Witnesses were duly sworn and examined on behalf of the plaintiff and the evidence being closed, the case was submitted to the Court for its decision and after due deliberation the Court finds:

That the plaintiff has filed his affidavit as provided under the Soldiers' and Sailors' Civil Relief Act of 1940, in which plaintiff states that the defendant, Eula McWhinney, is not in the Military Service of the United States, as defined by Section 101 (1) of the Act of Congress approved October 17, 1940; that pursuant to said affidavit, an Order allowing default was entered by the Court herein ordering that in case of proper service, default judgment be entered against the said defendant, Eula McWhinney.

That all of the allegations contained in plaintiff's complaint are true and supported by evidence; that the plaintiff

and defendant intermarried at Caldwell, County of Canyon, State of Idaho, on or about the 23rd day of July, 1947, and ever since said date have been and now are husband and wife;

That plaintiff is now and has been for more than one (1) year last past, preceeding the commencement of this action, a resident of the State of Idaho;

That there are no children the issue of the marriage of said plaintiff and defendant;

That there is no community property of the plaintiff and defendant;

That the Court finds that the defendant has been guilty of desertion as more particularly set forth in plaintiff's complaint.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED and DECREED, and this DOES ORDER, ADJUDGE and DECREE that the marriage bonds between the plaintiff, Clarence H. McWhinney, and the defendant, Eula McWhinney, be and the same are hereby dissolved, and that the parties and each of them, are free and absolutely released from the bonds of matrimony and all obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the plaintiff's former name be restored to her, Eula Bailey.

Done in Open Court this 31 day of January, 1949.

Thomas E Buckner

District Judge

State of Idaho)
County of Canyon) ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.
DATED
Jan 31, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By Lavona Sayre
Deputy

X

346395

5578

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT,
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FILED
A.M. 4:26 P.M.
JAN 31 1949
S. J. FOOTE, CLERK
DEPUTY

JOSEPH E. MARSHALL,

Plaintiff,

-vs-

DETHA MARSHALL,

Defendant.

DECREE OF DIVORCE.

This matter coming on for hearing in open court this 31st day of January 1949, the plaintiff appearing in person and by his attorney, Frank E. Meek, and it appearing to the court that service has been made on the defendant herein on the 13th. day of October, 1948, by leaving with said defendant at Caldwell, Idaho, personally, a copy of the summons attached to a copy of the complaint, as more fully appears from the return on the summons made by Raymond F. Luekenga, Sheriff of Canyon County, Idaho, filed in this court on this date. And more than twenty days having expired since the service upon said defendant, and the said defendant having failed to answer or otherwise appear within the time prescribed by law, and it having been made to appear that said defendant is not, and has not been, in the military service, and that the defendant's status is and has been a civilian, and the court having heretofore on this date made and entered defendant's default for not answering or appearing, the court proceeded to the hearing and consideration of the issues herein.

Whereupon witnesses were duly sworn and testified on behalf of the plaintiff, and it appearing from the evidence introduced that the plaintiff, Joseph E. Marshall, and the defendant, Detha Marshall, were married on the 31st. day of October, 1928, at Parma, Canyon County, Idaho, and ever since have been and now are husband and wife. That the plaintiff has been a bona fide resident of the State of Idaho for more than six weeks prior to the filing of this action. That the conduct and actions of the defendant towards the plaintiff have been and were such as to cause the plaintiff great mental anguish, pain and suffering, and that by reason of the defendant's actions towards the plaintiff she is guilty of extreme cruelty to the plaintiff. That defendant by her actions and conduct towards plaintiff and the abandonment of their minor children has rendered her unfit to have the care, custody or control of said minor children.

That the parties hereto own the following described real estate, located in Caldwell, Canyon County, Idaho, to-wit:

> Beginning at a point 325 feet East and 10 feet South of the Northwest corner of Tract "K" Mountain View Subdivision to Caldwell, Canyon County, Idaho, thence South 150 feet; thence East 50 feet; thence North 150 feet; thence West 50 feet to the point of beginning, together with all water, water rights, ditches and rights of way for ditches used in connection therewith.

And the following described personal property, to-wit:

> Household furniture, and
> One 1941 Plymouth Sedan Automobile, bearing Idaho 1948 License, No. 2C- 590.

Wherefore, it is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony now existing between Joseph E. Marshall and Detha Marshall, be, and the same are hereby dissolved.

That the care, control and custody of the minor children, to-wit, Thelma Dawn Marshall, of the age of sixteen years, and Sharon Joelene Marshall, of the age of six years, be awarded to the plaintiff herein.

That the following described real property be adjudged and decreed as the separate property of the plaintiff herein, to-wit:

> Beginning at a point 325 feet East and 10 feet South of the Northwest corner of Tract "K" Mountain View Subdivision to Caldwell, Canyon County, Idaho, thence South 150 feet; thence East 50 feet; thence North 150 feet; thence West 50 feet to the point of beginning, together with all water, water rights, ditches and rights of way for ditches used in connection therewith.

And that all of the household goods and furnishings now in said home be decreed to be the separate property of plaintiff herein; and

That the 1941 Plymouth 4-door Sedan Automobile, bearing Idaho 1948 License No. C2- 590, be decreed to be the separate property of the plaintiff herein.

Done in open court this 31st day of January 1949

Thomas E Buckner
District Judge.

State of Idaho } ss.
County of Canyon }

I hereby certify that the foregoing instrument is a true and [illegible] of the original as the same appears [illegible]

January 31, 1949
[illegible] District Court
[illegible]
By D Powell
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,IN AND FOR THE COUNTY OF CARIBOU.

LEON L.SINCLAIR, Plaintiff,
vs.
Emily Alice Sinclair, Defendant,
JUDGMENT AND DECREE.

This cause having been brought on regularly to be heard upon the complaint filed therein,and the default of the defendant Emily Alice Sinclair,duly entered in said action,the plaintiff appearing in person and by his counsel D.K.McLean and the defendant not appearing either in person or by counsel,and the Court having heard the proofs deduced in said cause,duly considered the same and it appearing therefrom that all the material allegations and averments of the complaint are sustained by testimony free from all legal exceptions as to its competency,admissibility and sufficiency;

That said matters so alleged and proved by the plaintiff are sufficient to entitle the said plaintiff to the relief prayed for in his complaint;and that the plaintiff has been a resident of the State of Idaho,for a period of more than one year immediately preceding the commencement of this action;it further appearing that summons in said action,has been served upon Emily Alice Sinclair by publication in the Soda Springs Sun,a newspaper printed and published in the County of Caribou,State of Idaho,the county in which said action is brought and that she has been duly summoned to answer and plead to plaintiff's complaint;that the time within which said defendant may appear herein has expired,and that she has made default in this behalf and that her default for not appearing and pleading or answering to plaintiff's complaint herein has been duly and regularly entered herein;on motion of D.K.McLean,counsel for plaintiff;

IT IS ORDERED,ADJUDGED AND DECREED,THAT the marriage

between the plaintiff Leon L.Sinclair and the defendant Emily Alice Sinclair,be dissolved,and the same is hereby dissolved accordingly,and the parties are and each of them is freed and absolutely released from the bonds of matrimony.

Dated this 20th day of January,1949.

Isaac M. Dougall
District Judge.

State of Idaho)
} ss.
Caribou County)

I, Colin Chester, Clerk of the Dostrict Court in and for Caribou County Idaho, do certify that the within and foregoing is a true and correct copy of the original Decree of Divorce of Leon L. Sinclair and Emily Alice Sinclair as the same appears of record and on file in this office.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of this office at Soda Springs, Idaho this 21st day of January, 1949.

Colin Chester
Clark of the District Court
Caribou County, Idaho

X

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA

NADINE N. POINDEXTER, Plaintiff, vs. AUBREY B. POINDEXTER, Defendant.	DECREE OF DIVORCE

This cause came regularly on for hearing before the Honorable Hugh A. Baker, Judge of the above entitled court, in chambers at Burley, in the County of Cassia, State of Idaho, on the 12th day of January, 1949, upon the complaint of the plaintiff filed herein. The plaintiff appeared in person and by Kales E. Lowe, one of her attorneys. The defendant failed to appear, either in person or by counsel. Thereupon, it appeared to the satisfaction of the court that the defendant had made and caused to be filed herein an instrument in writing, duly verified by the oath of the defendant, wherein and whereby he did acknowledge the receipt by him, personally, within the County of Cassia, State of Idaho, of a copy of the summons and complaint in said action, did expressly waive his statutory time within which to plead to said complaint and consent to the entry of his default by the Clerk of this court for his failure to plead to said complaint, and consent to the submission of the said cause without further notice to him. Thereupon, on motion of Kales E. Lowe, the default of the defendant for his refusal to plead to the complaint of the plaintiff was by the court ordered entered.

Thereupon, witnesses on behalf of the plaintiff were sworn and examined and an executed copy of a contract between the plaintiff and defendant for settlement of their property rights introduced, and the plaintiff rested.

The court, being fully advised in the premises, having duly considered the matter, Findings of Fact and Conclusions of Law being waived as a matter of law by the defaulting defendant, and being expressly waived by the plaintiff, orders that the plaintiff have judgment and decree as prayed in her complaint.

NOW, THEREFORE, By virtue of the law and by reason of the premises aforesaid, it is hereby ORDERED, ADJUDGED and DECREED:

1.

That the bonds of matrimony now existing between the plaintiff and defendant be and they are hereby cancelled, annulled, dissolved and held for naught, and the said persons are hereby restored to the status of single persons.

2.

That there is hereby awarded to the defendant, as his sole and separate property, one (1) 1941 Mercury coupe automobile, heretofore owned by the plaintiff and defendant as their community property.

3.

That the contract for the settlement of the property rights of the plaintiff and defendant, copy of which has been introduced in evidence, is hereby approved, ratified and confirmed.

4.

That the maiden name of the plaintiff, to-wit, Nadine N. Hunt, is hereby restored to her as her name.

DATED This 12th day of January, 1949.

s/ W. A. Baker.
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO } ss.
County of Cassia }

I, Wm. Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of "Decree of Divorce" in the Case of Nadine N. Poindexter vs. Aubrey B. Poindexter--Case No. 5184

now of record in my office at Burley, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of January, 1949.

Wm. Baugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Kayda Hunter
Deputy

5147.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA

- - - - - -

WILMA PARKE,

Plaintiff,

vs.

GILBERT I. PARKE,

Defendant.

- - - - - -

JUDGMENT

This cause came regularly on for hearing before the Court at Burley in the County of Cassia, State of Idaho, on the 22nd day of January, 1949, on the complaint of the plaintiff filed herein. The plaintiff appeared in person and by S. T. Lowe, her attorney, and the defendant appeared by his attorney, Dean Kloepfer, and withdrew his demurrer heretofore filed to the complaint of the plaintiff, refused to plead further and consented that the default of the defendant may be entered.

Thereupon, on motion of the attorney for the plaintiff, the default of the defendant for his failure to answer the complaint of the plaintiff was by the Court ordered entered.

Thereupon, witnesses on behalf of the plaintiff were sworn and examined and documentary evidence introduced and the plaintiff rested, and it appearing to the Court that after the institution of the said action the parties hereto had entered into a contract dividing the community property of the plaintiff and defendant, and it further appearing to the Court that the said division of the community property so made by the parties was a fair and equitable division, it was by the Court ordered that the plaintiff have judgment dissolving the bonds of matrimony that have heretofore and do now exist between the plaintiff and defendant and that the division of the community property made by the plaintiff and defendant be accepted, approved and confirmed.

NOW, THEREFORE, By virtue of the law and by reason of the premises aforesaid, it is hereby ORDERED, ADJUDGED and DECREED:

1.

That the bonds of matrimony heretofore and now existing between the plaintiff, Wilma Parke, and the defendant, Gilbert I. Parke, be and the same are hereby dissolved and discharged and the parties are restored to the status of single persons.

2.

That on the 29th day of October, 1948, the defendant, Gilbert I. Parke, paid to the plaintiff, Wilma Parke, from the

community property that was then owned by the plaintiff and defendant the sum of Ten Thousand Dollars ($10,000.00), lawful money of the United States of America, and the money so paid by the defendant to the plaintiff is hereby given and granted to the plaintiff as her sole and separate property, free and clear of any and all claims, demands or pretensions of the defendant, Gilbert I. Parke.

3.

That the plaintiff is hereby given and granted as her sole and separate property, free and clear of any and all claims, demands or pretensions of the defendant, Gilbert I. Parke, all her personal clothing, jewelry and effects and all household furniture, furnishings and equipment of every kind or nature whatsoever used in and a part of the furnishings of the dwelling house heretofore used by the parties hereto as their dwelling house at Burley, Idaho, including all dishes, silverware, kitchen utensils, electrical appliances and one refrigerator, excepting one bedroom set in the bedroom of the defendant, Gilbert I. Parke.

4.

That the defendant, Gilbert I. Parke, is hereby given and granted as his sole and separate property, free and clear of any and all claims, demands or pretensions of the plaintiff, Wilma Parke, the following described real and personal property in the County of Cassia, State of Idaho, to-wit:

Lots 10 and 11 in Block 126 of the Burley Townsite as the same is platted in the official plat thereof, now of record in the office of the County Recorder of Cassia County, Idaho, and all improvements thereon, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

One bedroom set in the bedroom in the dwelling house at Burley, Idaho, occupied by the said defendant;

U. S. Savings Bonds heretofore owned by the parties hereto of the maturity value of $2,500.00;

Funds in Postal Savings in the Post Office at Burley, Idaho, in the name of the defendant, Gilbert I. Parke, in the sum of $2,500.00;

Savings account in the Idaho Bank and Trust Company, Burley Branch, in the name of the defendant, amounting to the sum of $2,100.00;

Funds in the checking account in the name of the defendant in the Idaho Bank and Trust Company amounting to approximately $500.00;

The business and good-will of Gib's Barbeque, together with all furniture, fixtures and equipment used in the said Barbeque;

One 1948 DeSoto automobile, Motor No. S11-158425;

And any and all lawn or outdoor furniture.

5.

That the defendant, Gilbert I. Parke, is hereby perpetually enjoined, restrained and estopped from making, asserting or claiming any right, title, claim or interest in or to the property that is hereby awarded to the plaintiff, Wilma Parke.

That the plaintiff, Wilma Parke, is hereby perpetually enjoined, restrained and estopped from making, asserting or claiming any right, title, claim or interest of, in or to the property that is hereby awarded to the defendant, Gilbert I. Parke.

6.

That the defendant, Gilbert I. Parke, shall pay to S. T. Lowe, attorney for the plaintiff, Wilma Parke, the sum of One Hundred Dollars ($100.00), a reasonable attorney's fee, and $16.40, costs of this action advanced by the said attorney at the time of the institution of this action.

DATED This 22nd day of January, 1949.

/s/ Hugh C. Baker
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of Judgment in the Case of Wilma Parke vs Gilbert I. Parke -- Case # 5147

now of record in my office at Burley, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of Jan, 1949.

Wm. Baugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Freda Hunter
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF CASSIA.

---oOo---

SAMMA MAY STOUT PUCYLOSKI,

Plaintiff,

-vs-

ZIGMUND PUCYLOSKI,

Defendant.

DECREE OF DIVORCE

---oOo---

This cause came on regularly for trial in open court at Burley, Cassia County, Idaho, on the 29th day of January, 1949. The plaintiff appeared in person and by her attorney, A. H. Nielson, Esq.; and it appearing to the Court that the defendant, Zigmund Pucyloski, was duly served with Summons herein, and that he has failed to appear and answer within the time allowed by law, and his default having been entered, and upon the evidence on the part of the plaintiff, and the matter having been submitted for judgment, and the Court having considered all the evidence in this action, from which it appears that all the material allegations of the complaint are true and as such are found to be the facts and all and singular the law and premises being by the Court understood and considered;

NOW, THEREFORE, by virtue of the law and by reason of the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Samma May Stout Pucyloski, and the defendant, Zigmund Pucyloski, be and the same are hereby dissolved, discharged and annulled; and that the plaintiff is hereby relieved and discharged from any and all obligations by reason of said marriage, and that the parties hereto are hereby restored to the status of single persons;

That it is hereby found, determined and decreed that the hereinafter described real estate located in Cassia County, Idaho, to-wit:

> Lot Twelve, Block Six, Millers First Addition to Burley as the same is platted and of record in the official plat thereof,

was at the time of the commencement of this action and now is the sole and separate property of the plaintiff, Samma May Stout Pucyloski, and that the said defendant, Zigmund Pucyloski, has no right, title or interest in and to said property;

That it is further ordered that there be and there is hereby restored to the plaintiff her former name of Samma May Stout.

DONE in open court at Burley, Cassia County, Idaho, this 29th day of January, 1949.

Kelly E. Lowe

District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of Decree of Divorce Emma May Stout Pucyloski vs Zigmund Pucyloski, Case no. 5182

now of record in my office at Burley, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29 day of January, 1949

Wm Baugh

Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By .....
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA

LAWRENCE HENRY GARNER,

Plaintiff,

vs.

FLORENCE KATHERINE GARNER,

Defendant.

D E C R E E

This cause came regularly on for hearing before the Court on the 29th day of January, 1949, on the second amended complaint of the plaintiff filed herein. The plaintiff appeared in person and by S. T. Lowe, one of his attorneys, and the defendant having appeared by Dean Kloepfer, her attorney, and having filed in said court and cause an admission of service of the second amended complaint, a withdrawal of her cross-complaint and a refusal to plead further to the second amended complaint of the plaintiff, on motion of S. T. Lowe, one of the attorneys for the plaintiff, the default of the defendant was by the Court ordered entered.

Thereupon, witnesses on behalf of the plaintiff were sworn and examined and the plaintiff rested, and it appearing to the Court that since the institution of this action, the parties hereto had entered into a contract in writing dividing the community property between the parties and providing for the care, custody and control of the minor child issue of the said marriage, and the amount to be paid by the plaintiff to the defendant for the support and maintenance of said minor child when the child is in the care, custody and control of the defendant, and it further appearing to the court that the said contract is a fair, equitable and just contract, it was by the Court ordered that the plaintiff have judgment and decree dissolving the bonds of matrimony that now exist between the plaintiff and defendant, that the contract entered into between the parties hereto be in all respects affirmed, ratified and approved, and that the custody of the child, the amount to be paid for the support and maintenance of the child when and if he is in the care, custody and control of the defendant, and the division of the community property be made in accordance with the terms and conditions of said contract.

NOW, THEREFORE, By virtue of the law and by reason of the premises aforesaid, it is hereby ORDERED, ADJUDGED and DECREED:

1.

That the bonds of matrimony heretofore and now existing between the plaintiff, Lawrence Henry Garner, and the defendant, Florence Katherine Garner, be and the same are hereby dissolved, discharged and released and each of the parties are

hereby restored to the status of single persons.

2.

That the defendant, Florence Katherine Garner, be and she is hereby given the sole care, custody and control of the minor child, Larry Carl Garner, who will be six (6) years old on the 7th day of March, 1949, subject to the right of the plaintiff, Lawrence Henry Garner, to have the possession, care and control of the said minor child from the 4th day of January, 1949, up to and including the 1st day of May, 1949. On the 2nd day of May, 1949, the said child shall be returned to the defendant and she shall have the said child up to and including the 1st day of June, 1949. On the 2nd day of June, 1949, the plaintiff, Lawrence Henry Garner, shall have the possession, custody and control of the said child and retain the possession, care and control of the said child up to and including the 1st day of September, 1949. That on the 2nd day of September, 1949, the defendant, Florence Katherine Garner, shall have the care, custody and control of the said child until the beginning of the school vacation in the spring or summer of 1950, subject, however, to the right of the plaintiff to have the possession, care, custody and control of the said child from the day after the beginning of the holiday vacation in December, 1949, up to and including the 1st day of January, 1950.

That on the 2nd day after the beginning of the summer school vacation in the spring or summer of 1950, the plaintiff, Lawrence Henry Garner, shall have the possession, custody, care and control of the said child, up to and including the 1st day of September, 1950. On the 2nd day of September, 1950, the defendant, Florence Katherine Garner, shall have the care, custody and control of the said child up to and including the 2nd day after the beginning of the school vacation in the spring of each and every year thereafter, and the plaintiff shall be entitled to the possession, care, custody and control of the said child each year from the 3rd day after the beginning of the school summer vacation, up to and including the 1st day of September of that year, Provided, However, that the possession, care, custody and control of the said child during the period from the day after the beginning of the holiday vacation (Christmas and New Years) until the day preceeding the convening of school after such vacation, shall be alternated between the plaintiff and defendant; the defendant, Florence Katherine Garner, shall have the care, custody and control of the child during the holiday vacation on the even numbered years, and the plaintiff, Lawrence Henry Garner, shall have the possession, care, custody and control of the said child during the holiday vacations on the odd numbered years. The possession, care, custody and control of the said child, as specified and provided in this paragraph, shall continue until the said child shall attain his majority or until the further order of this court.

3.

That the plaintiff, Lawrence Henry Garner, shall pay to the defendant, Florence Katherine Garner, for the support, maintenance and education of the said minor child, during the time that he is in the possession of the defendant, the sum of

Fifty Dollars ($50.00) per month, the first payment to be made on the 2nd day of May, 1949, and a payment to be made on the 2nd day of each and every calendar month thereafter during the time that the said child is in the possession, custody and control of the said defendant. Nothing herein contained shall be construed to require the plaintiff to pay to the defendant the sum of Fifty Dollars ($50.00) per month during the time that the said child is in the possession, care and control of the plaintiff, Provided, However, that no deduction shall be made in the monthly payments to be made by the plaintiff for the support, maintenance and education of the said minor child during the time that he is in the possession of the plaintiff on holiday vacations.

4.

The plaintiff shall pay all necessary transportation, costs and expense in procuring the possession of the child from the defendant and the defendant shall pay all necessary transportation, costs and expense in procuring the child from the possession of the plaintiff.

5.

That the savings bonds owned by the plaintiff and defendant at the time of the institution of this action have been divided between the plaintiff and defendant prior to the entry of this decree, and the plaintiff is hereby given and granted, as his sole and separate property, free and clear of any and all claims, demands or pretensions of the defendant, all savings bonds that are now in his possession; two (2) insurance policies upon the life of the plaintiff, and the name of the beneficiary therein shall be changed from the defendant, Florence Katherine Garner, to the minor child, Larry Carl Garner, the premiums on the said insurance policies to be paid by the plaintiff as the same shall become due and payable; two (2) horses; one (1) saddle and riding outfit, and all household furniture of every kind or nature whatsoever owned by the respective parties hereto at the time of the institution of this action, excepting one (1) hand vacuum cleaner, one (1) sewing cabinet, one (1) Mix Master, one (1) set of new dishes, one (1) wool blanket, one (1) down quilt and the personal linens of the defendant.

6.

That the defendant, Florence Katherine Garner, be and she is hereby given and granted, as her sole and separate property, free and clear of any and all claims, demands or pretensions of the plaintiff, all savings bonds that are now in her possession; one (1) 1941 Hudson four-door Sedan automobile; one (1) hand vacuum cleaner; one (1) sewing cabinet; one (1) Mix Master; one (1) set of new dishes; one (1) wool blanket; one (1) down quilt and all of her personal linens.

7.

That the insurance policy on the life of Larry Carl Garner shall be retained in the same condition that it is at the time of the entry of this decree, and the plaintiff, Lawrence Henry Garner, shall pay the premiums thereon until such time as

the proceeds from the said policy shall be used for the education of Larry Carl Garner.

8.

That each of the parties hereto are hereby perpetually enjoined, restrained and estopped from making, asserting or claiming any right, title, claim or interest in or to the portion of the community property that is hereby given and granted to the other.

DATED This 29th day of January, 1949.

s/ Hugh A Baker
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of Decree of Divorce Lawrence Henry Garner vs Florence Katherine Garner Case no.5134

now of record in my office at Burley, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29 day of January, 1949.

Wm Baugh
Clerk of the District Court, Ex-Officio Auditor and Recorder, Cassia County, Idaho

By .....
Deputy

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CLARK

EUGENE P. LAYTON,
Plaintiff,
vs.
LOUISE C. LAYTON,
Defendant.

DECREE

This cause came on regularly for trial at Chambers, at Idaho Falls, Bonneville County, State of Idaho, on the 28th day of January, A. D. 1949, Holden & Holden, appearing for and in behalf and as the attorneys of the above named plaintiff, and no one appearing for or in behalf of the above named defendant, whereupon plaintiff was duly and regularly sworn and examined and testified for and in his own behalf, and thereupon Lester E. Kimble, was duly and regularly sworn and examined and testified for and in behalf of the above named plaintiff, and thereupon the above named plaintiff rested, and the above named defendant, having submitted no proof whatever, for or in her own behalf, this cause was thereupon submitted to the Court for its decision upon the testimony and documentary evidence submitted for and in behalf of the above named plaintiff, and the Court being fully advised in the premises, now finds as follows:

I

That the above named defendant has been duly and regularly served with a true copy of the Summons issued out of said Court, in said cause, attached to which was a true copy of the Complaint filed herein; that by the written Stipulation of the parties to this suit, filed in said Court, in said cause, it is expressly agreed, that the above named defendant enters a general appearance in said Court, in said cause, and subjects herself to the jurisdiction of said Court; that the complaint filed herein shall be deemed to be denied; that this cause may be tried and final judgment rendered and entered herein, either in term time or in vacation, at Chambers, at any time

convenient to said Court, or the Judge thereof, without notice to the above named defendant. That this Court has jurisdiction of the subject matter of this suit and of the persons of the above named plaintiff and defendant, and said minor children of plaintiff and defendant, L'Jeanne Layton, a daughter, age 1½ years, David Gene Layton, a son, age 8 years, Roger Mac Layton, a son, age 6 years, and Sharon Louise Layton, a daughter, age 11 years, the daughter of defendant by a former marriage and the adopted daughter of plaintiff; that by the written Stipulation of the parties to this suit, the making of Findings of Fact and Conclusions of Law has been waived; that the plaintiff is entitled to a Decree of Divorce as prayed for in his Complaint filed herein; that the Court approves the Stipulation signed by the above named plaintiff and defendant, and filed in this action, with reference to custody of said minor children and likewise approves the other terms and conditions set forth and contained in said Stipulation.

NOW, THEREFORE, on motion of Holden & Holden, the attorneys of record of the above named plaintiff,

I

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Eugene F. Layton, and the above named defendant, Louise C. Layton, be, and the same is hereby forever dissolved, set aside and held for naught, and that the above named Plaintiff and the above named Defendant, and each of them, be, and they are hereby forever absolutely released from all the obligations thereof.

II

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the above named defendant be, and she is hereby awarded the care, custody and control of L'Jeanne Layton, a daughter, age 1½ years, for a period of two years from date hereof; provided however, that after the said two year period, plaintiff is to have the care, custody and control of said minor daughter during the times

he has the care, custody and control of the other children, as herein provided, and provided further, that the defendant is to have the care, custody and control of said daughter during the time that she has the care, custody and control of the other minor children, as herein provided.

III

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the plaintiff, Eugene F. Layton, be, and he is hereby awarded the care, custody and control of David Gene Layton, a son, age 8 years, Roger Mac Layton, a son, age 6 years, and Sharon Louise Layton, a daughter, age 11 years, from date hereof, up to and including the first day of September, 1949, and the defendant shall be awarded the care, custody and control of said three minor children from the second day of September, 1949, to the first day of June, 1950; that the plaintiff be, and he is hereby awarded the care, custody and control of said three minor children during the summer months of June, July and August of 1950; that commencing with the school term in September, 1950, the plaintiff be, and he is hereby awarded the care, custody and control of said three minor children during the nine months school term, commencing in the said month of September, 1950, and the defendant shall have the care, custody and control of the three minor children during the three months school vacation period next following; that thereafter the care, custody and control of said three minor children shall alternate between the plaintiff and defendant in like manner. The plaintiff shall have the right to visit said minor children at any and all reasonable times during the period of the time the defendant has the custody, care and control of said children and the defendant likewise shall have the right and privilege to visit said minor children at any and all reasonable times during the period that the plaintiff has the care, custody and control of said minor children, and this privilege of reasonable visitation shall extend to the parties hereto with respect to the minor daughter, L'Jeanne Layton.

IV

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that during the period of time that the defendant has the care, custody and control of said minor children, plaintiff shall clothe said minor children at his own proper cost and expense and the defendant shall provide all other support for said minor children during such time at her own proper cost and expense; that during the time that the plaintiff has the care, custody and control of said minor children, the said plaintiff shall support and care for said minor children at his own proper cost and expense.

V

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the said plaintiff, Eugene F. Layton, have and he is hereby awarded as his sole and separate property for his sole and separate use and benefit, the following described real property in Bonneville County, Idaho, being purchased on Real Estate Contract by plaintiff and defendant, and said real property is awarded to plaintiff, subject to the terms and conditions of said Real Estate Contract, said real property is described as follows, to-wit:

Lots Twenty-eight (28), Twenty-nine (29), and Thirty (30) of Crow's Addition to the City of Idaho Falls, Idaho, according to the recorded plat thereof,

and the said plaintiff is hereby further awarded as his sole and separate property and for his sole and separate use and benefit, all household furniture, fixtures, equipment and effects of every name, kind and description, owned by plaintiff and defendant, and that the said defendant, Louise C. Layton, be, and she is hereby divested of all right, title and interest in and to the same.

VI

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the defendant have and she is hereby awarded as her sole and separate property and for her sole and separate use and benefit, her own wearing apparel and personal effects, and the plaintiff be, and he is hereby divested of all right, title and

interest in and to the same.

VII

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the plaintiff have and he is hereby awarded, his personal effects, wearing apparel, all cash on hand, one 1946 DeSoto automobile, together with any and all other property owned by plaintiff and defendant, except those items herein expressly awarded and decreed to the defendant, and the defendant be, and she is hereby divested of all right, title and interest in and to the same.

VIII

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the defendant shall have the privilege of occupying the ground floor of the family home, located on the real property hereinabove described, until such time as she shall remarry or until such time as she shall leave and live in a place other than in said family home for a period of six continuous months, and it is further considered, ordered, adjudged and decreed, that in the event the said defendant remarries, or if she leaves and does not live in said family home for a period of six continuous months, then and in such event, she shall forfeit her right and privilege to live in said premises, and it is further considered, ordered, adjudged and decreed, that during the time the said defendant lives in said premises, as herein provided, she shall not be required to pay rental on said premises.

IX

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that each of the parties to this suit shall pay their own costs in connection therewith and that the said defendant waives any and all further claims and demands against the plaintiff, excepting those that are expressly set forth herein.

X

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the said defendant, shall, forthwith after this Decree

is entered, execute a good and sufficient Quit Claim Deed and deliver the same to the plaintiff, conveying all of the above described real property hereby awarded to said plaintiff.

Dated this 28th day of January, A. D. 1949.

C. J. Taylor
Judge of said District Court

CERTIFICATE OF TRUE COPY

STATE OF IDAHO,
County of Clark } ss.

I, B. H. Thomas, Clerk of Dist. Court, of Clark County, Idaho, do hereby certify that the foregoing is a true and correct copy of the original Modified Decree of Divorce between Eugene F. Layton, Plaintiff vs. Louise C. Layton, Defendant.

as appears of record in my office at Dubois, Clark County, Idaho.

Given under my hand and seal at my office in Dubois, Idaho, this 24th day of November, 1950.

B. H. Thomas

By Lucy Smith Deputy.

FILED

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District Judge

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IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CLARK.

EUGENE F. LAYTON,

Plaintiff,

vs.

LOUISE C. LAYTON,

Defendant.

MODIFIED DECREE.

On reading and filing the written Stipulation dated November 14, 1950, signed by the parties to the within action and their attorneys, providing for the modification of the decree on file in this action, and it appearing that said Stipulation and the terms thereof are fair, just, and equitable, and that said decree rendered in the within action on the 28th day of January, 1949, as modified by decree of the above-entitled Court on the 24th day of June, 1949, should be amended and modified to conform to said Stipulation and the terms thereof;

NOW, THEREFORE, IT IS HEREBY ORDERED that said divorce decree shall be, and the same hereby is, modified and amended to read and provide as follows:

Paragraph III of said decree shall be, and the same hereby is, amended to read as follows:

"III.

"IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the defendant shall have, and she is hereby awarded, the care, custody, and control of Sharon Louise Layton absolutely and without rights of visitation on the part of the plaintiff, and that the defendant shall have, and she is hereby awarded, the care, custody, and control of David Gene Layton and Roger MacLayton for a period of nine months each year, and that the plaintiff shall have, and he is hereby awarded, the care, custody, and control of David Gene Layton

and Roger Mac Layton for a period of three months each year, being the school vacation period in the summer of each year, and for ten days during the Christmas holidays; that each party to this action shall have the right to visit the said David Gene Layton and the said Roger Mac Layton at any and all reasonable times during the period that the other party has the care, custody, and control of said children, and plaintiff is hereby further given the privilege of having the said David Gene Layton and the said Roger Mac Layton with him every other weekend, and the said weekend shall be deemed to be Saturday and Sunday. This privilege shall also extend to L'Jeanne Layton when she attains the age of four years."

That paragraph IV thereof shall be, and the same hereby is, amended to read as follows:

"IV.

"IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff shall pay to the defendant the sum of $30.00 per month payable monthly, the first payment to be made on December 1, 1950, for the support, maintenance, and education of the minor child, L'Jeanne Layton, while in the custody of the defendant, until the said minor child shall attain the age of majority; and the further sum of $30.00 per month payable monthly, the first payment to be made on December 1, 1950, for the support, maintenance, and education of the minor child, David Gene Layton, while in the custody of the defendant, until the said minor child shall attain the age of majority; and the further sum of $30.00 per month payable monthly, the first payment to be made on December 1, 1950, for the support, maintenance, and education of the minor child, Roger Mac Layton, while in the custody of the defendant, until said minor child shall attain the age of majority."

Dated at Idaho Falls, Idaho, this 17th day of November, 1950.

HENRY S. MARTIN
DISTRICT JUDGE.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

BLANCHE SWAIN,

Plaintiff,

-vs-

MERLE F. SWAIN,

Defendant.

DECREE

The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, in Chambers at Boise, in the County of Ada, State of Idaho, upon the 28th day of January, 1949, the plaintiff appearing in person and by her attorney, Pierce Hall, and the defendant appearing not, neither in person, by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant Merle F. Swain had been duly and regularly served with summons in this action in the manner provided by law and that said defendant had failed to appear and answer or otherwise plead to the plaintiff's complaint within the time allowed by law and the default of said defendant having been duly and regularly entered according to law and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of her complaint and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's complaint in favor of the plaintiff and against the defendant and upon the first cause of action of said complaint the Court finds that the defendant

has been guilty of wilfull neglect of the plaintiff and upon the second cause of action of said complaint the Court finds that the defendant has been guilty of extreme cruelty towards the plaintiff and that by reason thereof the plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the plaintiff and the defendant dissolved;

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff Blanche Swain and the defendant Merle F. Swain be and the same are hereby dissolved and that the plaintiff be and she is hereby divorced from said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff's former name of Blanche Gibbens be and the same is hereby restored to her.

Done in Chambers at Boise, in the County of Ada, State of Idaho, this 28th day of January, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE.)

I, James A. O'Neill, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 29 day of January, 1949.

James A. O'Neill
Clerk of the District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR FRANKLIN COUNTY.

Hazel W. Snider, Plaintiff

vs.

Robert Gordon Snider Defendant.

DECREE

The above entitled matter came on regularly for hearing beofre Hon. Isaac McDougall, Judge of the above entitled Court at Chambers at Pocatello, Idaho. The plaintiff appeared in person and by her Attorney, Ben B. Johnson. And the said defendant having entered his appearance through his Attorney, P.M. Condie and refused to plead further in said matter, whereupon default was duly entered in said cause after the time for answering had expired.

Witnesses were sworn and testified for plaintiff and plaintiff rested. And the Court being fully advised in the law and the premises, it finds that the allegations of the plaintiff's complaint are true, and that the said plaintiff is entitled to a decree of divorce as prayed for in said complaint. Upon motion of plaintiff's Attorney default was duly entered and a Decree given as follows:

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

(1) That the bonds and obligations of matrimony now existing between the plaintiff, Hazel W. Snider and the defendant Robert Gordon Snider, be, and the same are hrerby absolutely dissolved.

(2) That the children, Nancy C. Snider, and Peter G. Snider, are hereby awarded to the custody of the plaintiff, Hazel W. Snider subject to the right of the defendant to visit said children at reasonable intervals and as set out in agreement, dated November 1, 1948, a copy of which is hereby attached.

(3) That the property rights of said parties are settled according yo an agreement which is attached hereto and made a part hereof by referance.

(4) That said property settlement entered into on the first day of November, 1948 and which was admitted in evidence as Plaintiff's Exhibit A and copy of which is made a part of this Decree and is incorpated herein by referance and is attached and made a part of this Decree; and said agreement is hereby ratified by this Decree.

It is so Ordered this 10th day of January, 1949.

Isaac McDougall
District Judge.

STATE OF IDAHO
COUNTY OF FRANKLIN-ss-

I, C. L. Swenson, the duly elected, qualified and acting Clerk of the District Court of Franklin County, Idaho, do hereby certify:

That the above and foregoing Decree is a true and correct copy of the original filed in my office on this 11 day of January, 1949.

Witness my signature and the seal of the District Court this 11 day of January, 1949.

C. L. Swenson
Clerk.
By Bonnie Fullmer
Deputy

X

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR FRANKLIN COUNTY.

- - - - - - - - - - -

Florence Parry,

Plaintiff,

vs. : Decree.

Edwin L. Parry,

Defendant.

- - - - - - - - - - - -

The above entitled cause came on for hearing this 18th day of January, 1949, at Chambers, at Pocatello, Idaho, before Honorable Isaac McDougall, Judge of the above entitled Court. P. M. Condie, Esquire, appeared as attorney for the plaintiff, and the defendant did not appear in person or by attorney.

And it appearing to the Court from the return of service on file herein that the defendant has been regularly served with summons and complaint herein, and that he has failed to appear and plead to said complaint within the time allowed by statute or at all, and the default of the defendant having been duly entered for failure to plead to said complaint by the Clerk of this Court, and the said matter being ready for hearing, on motion of counsel for plaintiff the Court proceeded to hear said cause.

Witnesses were sworn and testified in support of the allegations of the complaint, and the plaintiff rested. And the Court being fully advised in the premises and being satisfied from the evidence that the plaintiff is entitled to a decree as prayed for in her complaint as herein modified:

Therefore, it is hereby Ordered, Adjudged, and Decreed, that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby dissolved and declared for naught and the parties are hereby restored to the status of single persons; that the plaintiff is awarded the custody of Keith Nelson Parry, son of the parties to this action, and plaintiff is further awarded the sum of Twenty dollars per week as alimony and support money until the further order of this Court, also the stove and radio mentioned in the complaint, and also the sum of $100.00 attorney's fee and costs of suit taxed at $16.40. The defendant is awarded the barber shop equipment mentioned in the complaint. The Chevrolet automobile has been sold and plaintiff has received her equity therein.

Dated at Chambers at Pocatello, Idaho, this 18th day of January, 1949.

Isaac McDougall

State of Idaho,
County of Franklin. SS.

I, C. L. Swenson, Clerk of District Court of the Fifth Judicial District of the State of Idaho, in and for Franklin County, hereby certify that the above is a true copy of a Decree entered in the case of Florence Parry, plaintiff, vs. Edwin L. Parry, defendant, as appears from a comparison with the original instrument now on file in my office.

Witness my hand and the seal of said District Court this 25 day of January, 1949.

C. L. Swenson
Clerk of District Court.

By Bonnie Pollard
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF FRANKLIN.

LEORA J. SEAMONS, Plaintiff, vs. MELVIN H. SEAMONS, Defendant.	D E C R E E

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This matter coming on for hearing before the undersigned District Judge at Chambers, at Pocatello, Bannock County, Idaho; the plaintiff being present in person and by her counsel O. R. Baum, and the defendant coming not but making default herein, and by reason of such default having waived the making of findings of fact and conclusions of law, and it appearing to the court that an Affidavit of Non Military Status of the defendant has been filed herein, and an Order issued that judgment may be taken, and it further appearing to the court that upon the filing of a complaint herein the court, under date of the 26th day of June, 1948, issued a Restraining Order against the said defendant, and that thereafter and on the 1st day of July, 1948, a copy of the said Complaint, copy of the said Summons and a copy of said Restraining Order was served upon the defendant, and

It further appearing to the court that thereafter, on the 12th day of July, 1948, the defendant herein, through his counsel P. M. Condie, requested the plaintiff to accompany him, the said defendant, to the office of his said counsel, and, without consultation with the attorney for the plaintiff, an agreement was entered into as to the division of said property, said agreement being dated the 12th day of July, 1948, and

executed by each of the parties, and acknowledged on such day; that at that time there was delivered to the said plaintiff a copy of the said agreement, which copy has been introduced in evidence, marked "Exhibit A" and made a part hereof as fully and completely as if copied herein at length, and that at the same time and place a Warranty Deed, executed by the defendant, although the same was signed "M. H. Seamons" was delivered to the said plaintiff, and likewise a Certificate of Title to the motor vehicle covering one Chevrolet sedan, motor No. EAM 315, 894, Serial No. 5EKA 53643, although the same was not endorsed by the said Melvin H. Seamons, certificate of title being in the name of M. H. Seamons, and that after submission of other proof through witnesses, and the court being fully advised in the premises,

IT IS ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony existing between the plaintiff and defendant be and they hereby are severed, and the plaintiff is released from the obligations thereof, and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That by virtue of the agreement had and made between the said plaintiff and the said defendant herein, that said plaintiff is hereby decreed to be and she is hereby the owner of the following described parcels and tracts of land:

> Beginning at a point 16½ rods North of the Southeast corner of Lot one, Block 16, as appears by the plat of the Town of Franklin, thence running North 3½ rods; to the Northeast corner of said Lot one; thence West 10 rods; thence South 3½ rods; thence East 10 rods to the place of beginning.
>
> Also: Fractional Lots seven and eight, Block 16, the same being shown on the plat of said township survey, as being about 3 rods wide off the South end of the said Lots seven and eight.
>
> Also, twelve shares of water stock in the Franklin-Maple Creek Pioneer Irrigation Company.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be and she is hereby declared to be the owner of one 1947 Chevrolet automobile, and that the said Certificate of Title, hereinbefore described, shall be retained by the said plaintiff herein, and that a certified copy of this Decree may be filed with said Certificate of Title, and by reason of that fact that said plaintiff shall be entitled to receive a new Certificate of Title showing ownership of said automobile, hereinbefore described, in said plaintiff, and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the said defendant Melvin H. Seamons, sometimes known and referred to as M. H. Seamons, has no right, title or interest in or to said automobile or any of the above described premises,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the said plaintiff be and she is hereby relieved, pursuant to said agreement, from repayment of any of the community debts of said community, and the said property so decreed herein to her hereby is decreed free and clear of all community obligations,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the said agreement between the said parties shall be and the same is hereby confirmed and that said plaintiff herein is hereby granted the right to record said Warranty Deed conveying the said property hereinbefore described,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the said defendant be and he is hereby permanently and perpetually enjoined and restrained from this day on from interfering with or molesting the said plaintiff, and from coming to the home of the said plaintiff or in anywise interfering with her activities, or in anywise interfering with her ownership, possession or control of the said property so awarded to her herein.

Dated this 12th day of January, 1949.

L. E. GLENNON
DISTRICT JUDGE

EXHIBIT A.

AGREEMENT.

This agreement, made and entered into this 12th day of July, 1948, by and between Melvin H. Seamons, first party, and Leora J. Seamons, second party, Witnesseth:

That the parties hereto are husband and wife, and they have decided and hereby agree to reside and live separate and apart from each other.

That the parties also desire to make a permanent division of the community property owned by them at this time, so that the first party will own certain of said property as his separate estate free from all further claims and demands of the second party and subject to the free possession and disposition by the first party as he shall see fit of said property, and so that the second party will own certain of said property as her separate property and estate free from all further claims and demands of the first party and subject to the free possession and disposition by the second party as she shall see fit of said property; and to this end it is agreed as follows:

That the second party shall receive by this division the following described real estate situated in Franklin County, Idaho:

Beginning at a point 16½ rods North of the Southeast corner of Lot one, Block 16, as appears by the plat of the Town of Franklin, thence running North 3½ rods; to the Northeast corner of said Lot one; thence West 10 rods; thence South 3½ rods; thence East 10 rods to the place of beginning.

Also: Fractional Lots seven and eight, Block 16, the same being shown on the plat of said township survey, as being about 3 rods wide off the South end of the said Lots seven and eight.

Also, twelve shares of water stock in the Franklin-Maple Creek Pioneer Irrigation Company.

Also: One 1947 Chevrolet automobile

That subject to the payment of the obligations against the same, the first party shall receive by this division all other real and personal property belonging to the parties prior to this agreement, including but not limited to the following, to-wit:

Real estate situated in Franklin County, Idaho, described as follows:

Southwest quarter of Southwest quarter of Section 3, and South half of Southeast quarter and Northwest quarter of Southeast quarter of Section 4, Township 16 South, Range 40 East of Boise Meridian, containing 160 acres.

Together with eight shares of stock in Preston-Whitney Irrigation Company.

Also: The West half of the Northeast quarter of Section 13, Township 16 South, Range 39 East of Boise Meridian, containing 80 acres.

Also: Beginning at the Southeast corner of Section 11, Township 16 South, Range 39 East of the Boise Meridian, and running thence North 45 rods; thence West 36½ rods; thence North 29½ rods; thence West 67½ rods; thence South 74½ rods, more or less, to a point due West of the place of beginning; thence East 104 rods to the place of beginning, excepting therefrom the following:

Commencing at a point 11 rods West from the Southeast corner of said Section 11, above Township and Range, and running thence North 7½ rods; thence West 5 rods; thence South 7½ rods; thence East 5 rods to the place of beginning.

Together with all water rights belonging to or used in connection with said property and especially including 5.43 shares of the capital stock of the Cub River Irrigation Company.

Also: Commencing at the Southwest corner of the Southeast quarter of Section 11, Township 16 South of Range 39 East of the Boise Meridian, and running thence North 74½ rods; thence East 56 rods; thence South 74½ roes; thence West 56 rods to the place of beginning, excepting therefrom about one acre deeded to the Utah-Idaho Central Railroad Company.

Together with all water rights belonging or in anywise appertaining thereto and especially including the right in the Cub River Irrigation Company.

Also: All farm machinery of every kind, and all crops now growing on the property to be conveyed to the first party.

That the first party will convey to the second party that property described herein which is to be received by the second party, and the second party will convey to the first party that property which is described herein which is to be received by the first party, and each party shall receive such property and hold the same as his or her separate estate subject to his or her individual disposition, and same shall be free and clear of all claims and demands or property rights of the other party hereto.

That each party hereto does hereby release the other party from all further claim or demand of any kind or nature, either as for support and maintenance or alimony or otherwise, and particularly the second party does hereby release the first party from all further claims and demands of any kind on any account whatever now or to accrue in the future, and this agreement shall constitute a full and complete settlement of all financial and property rights between the parties hereto, in any event.

That the first party may use the Chevrolet automobile for a period of thirty days, at the expiration of which the first party will deliver the same to the second party.

It is understood and agreed that neither party hereto will interfere with the other in any manner or molest the other party in any way.

Witness our hands affixed the day and year first above written.

/s/ Melvin H. Seamons
First Party.

/s/ P. M. Condie
Witness.

/s/ Leora J. Seamons
Second Party.

State of Idaho,
County of Franklin. SS.

On this 12th day of July, 1948, before me P. M. Condie, a Notary Public for Idaho, Melvin H. Seamons and Leora J. Seamons, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

/s/ P. M. Condie
Notary Public, Preston, Idaho.

(SEAL)

STATE OF IDAHO,
County of Franklin ss.

I, C. L. Swenson; Clerk of the District Court of the Fifth Judicial District in and for Franklin County, State of Idaho, hereby certify that the foregoing Divorce Decree is a true and correct copy of the original that appears on file in my office in Preston, Idaho.

Witness my hand and seal of said County this 13th day of January, 1949.

C. L. Swenson; Clerk of District Court

By Dennie Fellows Deputy

(COPY)

5589

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM.

NEVADA TOLIVER,

Plaintiff,

-vs-

WILLARD TOLIVER,

Defendant.

DECREE.

FILED
Jan. 4, 1949
Lillian M. Campbell, Clerk

This matter came on to be heard before the court on the 4th day of January, 1949, the plaintiff appearing in person and by her attorney, C. H. Higer, and the defendant being in default made no appearance. Thereupon, based upon plaintiff's military service affidavit to the effect that the defendant was not in the Military Service of America, defendant's default for failure to answer, plead or demur was entered according to law.

THEREUPON the Court heard the sworn testimony of plaintiff and her corroborating witness and finds that the alligations of plaintiff are true and that the defendant herein deserted the plaintiff on or about the 1st day of December, 1945 and ever since said date has lived separate and apart from plaintiff. The Court further finds that the plaintiff is a fit and proper person to have the care, custody, and control of said children and that said children are hereby awarded to her, said children being as follows;

Willard Toliver, age fifteen years,
Grace Toliver, age fourteen years,
Eugene Toliver, age eleven years,
Stephen Toliver, age seven years,
Robert Toliver, age four years.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court, and this does order, adjudge and decree, that the bonds of matrimony heretofore existing between plaintiff and defendant be, and they are hereby dissolved and plaintiff and defendant are absolutely divorced from one another; and it is the further judgment of the court that

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

plaintiff be, and she is hereby given the custody of the minor children of plaintiff and defendant, said children being as follows:

Willard Toliver, age fifteen years,
Grace Toliver, age fourteen years,
Eugene Toliver, age eleven years,
Stephen Toliver, age seven years,
Robert Toliver, age four years.

and award the sum of $75.00 per month for the care, maintenance and support of said minors.

DATED this 4th day of January, 1949.

Thomas E. Buckner
District Judge.

STATE OF IDAHO)
) ss.
COUNTY OF GEM.)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a true and correct copy of Decree filed in my office on January 4th, 1949, being a part of the files in the case of Nevada Toliver vs. Willard Toliver. (Case No. 2085)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 5th day of January, 1949.

Lillian M. Campbell
Clerk

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* *

EDWARD D. HAFFEY,
Plaintiff,
-vs-
JERRYDEAN D. HAFFEY,
Defendant.

D E C R E E

* *

This cause came on regularly for trial in the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, on the 20th day of December, 1948, the plaintiff appearing in person and by his counsel, Glenn A. Coughlan, and no one appearing for or on behalf of the defendant, and the defendamt not appearing in person, whereupon the plaintiff was duly and regularly sworn and examined and testified for and in his own behalf, and William Schroeder, being duly sworn, testified and corroborated plaintiff's testimony with regard to his residence in the State of Idaho, and thereupon the plaintiff rested, and the defendant having submitted no proof whatever for and in her behalf, the case was thereupon submitted to the Court for its decision upon the testimony submitted for and in behalf of the plaintiff, and the Court being fully advised in the premises, now finds as follows: That the above named defendant has been duly and regularly served with a true copy of the summons issued out of the above entitled Court in the within cause, attached to which was a true copy of the complaint filed herein; that the defendant did not appear and plead in the time allowed her by law, and that a default judgment was duly and regularly entered against her after her time to appear and plead had expired; that the Court found that the defendant was not in the military services or Armed Forces of the United States of America at any of the above mentioned times; that this Court has jurisdiction of the subject matter of this action and of the person of the

above named plaintiff and of the person of the above named defendant; that the plaintiff is entitled to a decree of divorce as prayed for in his complaint on file herein, and that the plaintiff is entitled to have the full custody and control of the minor children of the parties; and that the defendant is entitled to visit the said minor children at any and all reasonable times; and that there were no community property rights to be adjudicated in this action.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED: That the marriage heretofore and now existing between the plaintiff, Edward D. Haffey, and the defendant, Jerrydean D. Haffey, be and the same hereby is dissolved, and that the plaintiff and defendant and each of them be, and they hereby are, restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: That the plaintiff have the full, complete and absolute custody and control of the minor children of the plaintiff and defendant, Susan Lee Haffey and Edward D. Haffey Jr.; but that the defendant shall have the right to visit the said minor chilredn at any and all reasonable times.

Dated this 7 day of Jan., 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO)
COUNTY OF GOODING) SS

I, BERT BOWLER, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a true and correct copy of the original Decree filed in the above entitled action and remaining now in file in my office in Gooding, Gooding County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7 day of Jan., 1949.

Bert Bowler
Clerk

X

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * *

MONTE C. McCORMICK,
Plaintiff,
vs.
CATHERINE LOUISE McCORMICK,
Defendant.

5591

D E C R E E

* * * * * * *

THIS CAUSE, Having been brought on to be heard this 4TH day of January, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Neptune, Monmouth County, New Jersey, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Catherine Louise McCormick, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Monte C. McCormick, to the relief demanded in the complaint as prayed for;

That the plaintiff herein, Monte C. McCormick, is now and has been a bona fide resident of the State of Idaho for a period of more than six full weeks immediately preceding the commencement of this action.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of Monte Claire McCormick, Jr., the minor child of plaintiff and defendant, be awarded to the defendant herein and that the said plaintiff may have the privilege to visit the said minor child at all reasonable and proper times and places while said minor child is under the care, custody and control of the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff herein, Monte C. McCormick, shall pay to the defendant herein for the care and support of the minor child of the plaintiff and defendant, namely Monte C. McCormick, Jr., the sum of Ten and no/100 ($10.00) Dollars per week.

DATED At Gooding, Idaho, this 4TH day of January, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Monte C. McCormick -vs- Catherine Louise McCormick

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 4th day of January A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * *

FLORENCE O'BRIEN,
Plaintiff,
vs.
F. D. O'BRIEN,
Defendant.

5592

D E C R E E

* * * * * * * *

THIS CAUSE, Having been brought on to be heard this 12th day of January, 1949, Blaine & Ambrose, appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Dalhart, Dallam County, Texas, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, F. D. O'Brien, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Florence O'Brien, to the relief demanded in the complaint as prayed for;

That the plaintiff herein, Florence O'Brien, is now and has been a bona fide resident of the State of Idaho for a period of more than six full weeks immediately preceding the commencement of this action.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statute in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

DATED At Gooding, Idaho, this 22nd day of January, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Florence O'Brien -vs- F. D. O'Brien

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 22nd day of January A. D. 19 49

Bert Bowler
Clerk Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

GEORGIE GILMORE,
Plaintiff,
-vs-
WENDELL W. GILMORE,
Defendant.

J U D G M E N T

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho, this 13th day of January, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further, and the court finds that the defendant had been duly and regularly served with process in Gooding, Idaho, and that he had failed to answer within the time fixed by law, and that the default of the defendant for his failure to appear has been duly entered by the Clerk of the Court.

Whereupon, evidence duly corroborated was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of mental and physical cruelty as charged in the said complaint, and that the plaintiff is and for at least six weeks prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

WHEREFORE, It is ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore and now existing between the plaintiff and defendant are hereby absolutely dissolved and that each of said parties is hereby restored to the status of a single person, and that the plaintiff's former name, to-wit, Georgie Copley, be restored to her .

GIVEN UNDER MY HAND this 13th day of January, 1949.

D. H. Suphen.
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Georgie Gilmore -vs- Wendell W. Gilmore

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 13th day of January A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

DEAN D. McLAIN,
Plaintiff,

vs.

FLORENCE McLAIN,
Defendant.

DECREE

THIS CAUSE Came on for trial before the Court sitting without a jury, the plaintiff appearing in person and by counsel, Vernon K. Smith, of Boise, Idaho, and the defendant having appeared neither in person nor by counsel, and it appearing from the records and files of said cause that the defendant had acknowledged due and lawful service and under oath in such acknowledgment had stated that she was not a person in the armed forces of American as defined by Section 101 (1) of the Soldiers' and Sailors' Relief Act, or any other act of Congress or the Legislature of the State of Idaho, duly enacted and approved and consented that her default may be entered;

Whereupon, the default of said defendant was entered. Oral and documentary evidence was thereupon presented to the Court from which it appeared that all the allegations of the Complaint were sustained, and the fact of residence was duly corroborated, and it appearing that the plaintiff is entitled to the relief for which he prays, the Court makes its Order, Judgement and Decree as follows:

IT IS HEREBY ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be forever disolved and that each said party be absolved from all the obligations thereof;

(2) That that certain Property Settlement Agreement, made and executed on the 29th day of November, 1948 be approved in its entirety:

(3) That in accordance with said Property Settlement Agreement the plaintiff is hereby awarded as his sole and separate property the following described real property situate in Ada County, State of Idaho, more particularly described as follows, to-wit:

Lots ten (10), eleven (11), twelve (12) thirteen (13) and fourteen (14) in Block four (4), Cruzen Addition to Boise City as the same are designated on the official plat of said addition now on file and of record in the office of the recorder of Ada County, State of Idaho.

Dated this 15th day of January, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Dean D. McLain -vs- Florence McLain

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 15th day of January A. D. 1949

E. Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * * * * * * * * * * * * * * *

CLEO G. McLENDON, Plaintiff,	)	
-vs-	)	D E C R E E
GOBER LEE McLENDON, Defendant	)	

* * * * * * * * * * * * * * * * * * * *

This cause came on regularly for trial in the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, on the day of January, 1949, the plaintiff appearing in person and by her counsel, Glenn A. Coughlan, and no one appearing for or on behalf of the defendant, and the defendant not appearing in person, whereupon the plaintiff was duly and regularly sworn and examined and testified for and in his own behalf, and Evelyn Barnes, being duly sworn, testified and corroborated plaintiff's testimony with regard to her residence in the State of Idaho, and thereupon the plaintiff rested, and the defendant having submitted no proof whatever for and in his behalf, the case was thereupon submitted to the Court for its decision upon the testimony submitted for and in behalf of the plaintiff, and the Court being fully advised in the premises, now finds as follows: That the above named defendant has been duly and regularly served with a true copy of the summons issued out of the above entitled Court in the within cause, attached to which was a true copy of the complaint filed herein; that the defendant did not appear and plead in the time allowed him by law, and that a default judgment was duly and regularly entered against him after his time to appear and plead had expired; that the Court found that the defendant was not in the military services or Armed Forces of the United States of America at any of the above mentioned times; that this

Court has jurisdiction of the subject matter of this action and of the person of the above named plaintiff and of the person of the above named defendant; that the plaintiff is entitled to a decree of divorce as prayed for in her complaint on file herein, and that the plaintiff is entitled to have the full custody and control of the minor child of the parties; and that the defendant is entitled to visit the said minor child at any and all reasonable times; that there were no community property rights to be adjudicated in this action.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED: That the marriage heretofore and now existing between the plaintiff, Cleo G. McLendon, and the defendant, Gober Lee McLendon, be and the same is hereby dissolved, and that the plaintiff and defendant and each of them be, and they hereby are, restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: That the plaintiff have the full, complete and absolute custody and control of the minor child of the plaintiff and defendant, Charolene McLendon; but that the defendant shall have the right to visit the said minor child at any and all reasonable times.

Dated this 17th day of January, 1949.

D. H. SUDPHEN
District Judge

STATE OF IDAHO)
COUNTY OF GOODING) SS

I, BERT BOWLER, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a true and correct copy of the original Decree filed in the above entitled action and remaining now on file in my office in Gooding, Gooding County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17th day of January, 1949.

BERT BOWLER
Clerk

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

LAWRENCE E. CREECH,
Plaintiff,
vs.
PRISCILLA RUTH CREECH,
Defendant.

DECREE OF DIVORCE

The above entitled action coming on regularly for trial before the Court without a jury on the 15th day of January, 1949, the plaintiff appearing in person and with counsel; it appearing that summons was regularly issued and duly served on the defendant; that the defendant made no answer within the time allowed by law and her default was entered of record; that witnesses were sworn and examined on behalf of the plaintiff and the cause having been submitted to the Court and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the allegations of the complaint are true and that the defendant is guilty of having deserted the plaintiff, and that the plaintiff is entitled to a decree of divorce and he is hereby absolutely divorced from the defendant and freed from the bonds of matrimony and restored to the status of a single and unmarried person.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the plaintiff is given the full custody, care and control of Larry Bruce Creech, minor child of the plaintiff and defendant.

Dated and signed at Gooding, Idaho, this 15th day of January, 1949.

D. H. SUTPHEN

District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Lawerence E. Creech -vs- Pricilla Ruth Creech

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 19th day of January A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

* * * * *

RUTH FRANCES WALLACE, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
CORWIN M. WALLACE, Defendant.	)	

Now, this cause having come on regularly this day for hearing in the above entitled Court, the Honorable D. H. SUTPHEN, District Judge presiding, JOHN A. CARVER, JR., Esq., of Boise, Idaho, appearing as attorney for the plaintiff, and the defendant having been duly and regularly served with process as appears from the records and files in this action, and the defendant having failed to appear or answer and the time for appearance as provided by law having expired, and it appearing by affidavit duly filed in this action that the defendant is not now, nor has he been within the last six months, a member of the military forces of the United States;

Upon motion of the plaintiff the default of the defendant having been duly ordered and entered;

Witnesses having been sworn and examined for and on behalf of the plaintiff, and the plaintiff having submitted proof of the allegations of her complaint, and it appearing therefrom to the satisfaction of the Judge of this court that each and all of the allegations of plaintiff's complaint are true and sustained by competent and legal evidence and that the plaintiff is entitled to the relief prayed for,

NOW THEREFORE, on motion of the plaintiff, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore and now existing between the plaintiff RUTH FRANCES WALLACE and the defendant Corwin M. Wallace, be, and the same are hereby wholly dissolved, cancelled, set aside, and held for naught, and that the parties hereto are absolutely divorced and freed from the obligations thereof and restored to the status of single persons.

DATED and entered this 20th day of January, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Ruth Frances Wallace -vs- Corwin M. Wallace

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 20th day of January A. D. 1949

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

5598

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF GOODING.

Frances Lisle Collett,

Plaintiff,

vs

DECREE OF DIVORCE.

Bob Dan Collett,

Defendant.

This cause coming on regularly for hearing before D. H. Sutphen, Judge of the above court, at Gooding, Idaho this 22nd day of January, 1949 and the trial thereof being had and the court having heard all of the testimony and evidence introduced and being fully advised in the premises finds that the defendant is guilty of extreme cruelty toward the plaintiff and that a divorce should be granted to the plaintiff from the defendant. That prior to her marriage to the defendant the plaintiff's name was Frances Lisle Bott and that she desires to have such name restored to her.

NOW THEREFORE it is hereby Adjudged and Decreed that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and thesame are hereby permanently dissolved. The plaintiff's former name of Frances Lisle Bott is hereby restored to her. Plaintiff's clothing and personal effects are hereby awarded to her as her sole and separate property free and clear of all claims on the part of the defendant. All of the community property of the parties hereto is awarded to thedefendant as his separate property.

Dated at Gooding, Idaho this 22nd day of January, 1949.

D. H. SUTPHEN

DISTRICT JUDGE.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Frances Lisle Collett -vs- Bob Dan Collett

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 22nd day of January A. D. 1949

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

EDNA FOSTER,

Plaintiff,

-vs-

JOE FOSTER,

Defendant.

J U D G M E N T

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho, this 24th day of January, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process and that he had failed to answer within the time fixed by law, and that the default of the defendant for his failure to appear has been duly entered by the clerk of the court.

Whereupon evidence duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in the said complaint, and that the plaintiff is and for several years last past and immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

It further appeared to the satisfaction of the court that the parties to this action have heretofore entered into a written contract settling all property and other rights involved in this action, which contract is in full as follows, to-wit:

and the court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED, and DECREED That the bonds of matrimony heretofore existing between EDNA FOSTER and JOE FOSTER be and the same hereby are dissolved, and each of said parties are hereby restored to the status of a single person; that the contract so entered into between the parties to this action, a copy of which is contained herein, is hereby ratified and confirmed, and the respective parties are hereby ordered and required to perform the obligations imposed upon them by the terms of said contract at the times and in the manner therein set forth and the property and property rights of the parties to this action are hereby awarded and decreed to the respective parties as in said contract specified.

Given under my hand this 24th day of January, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court on the case of Edna Foster -vs- Joe Foster

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 24th day of January A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

PROPERTY SETTLEMENT
AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of January, 1949, by and between EDNA FOSTER, plaintiff, hereinafter designated as the first party, and JOE FOSTER, defendant, hereinafter designated as the second party, WITNESSETH:

WHEREAS, the parties hereto are husband and wife and because of certain differences and disagreements which have arisen between the first party and the second party, the first party has commenced an action for divorce against the second party and the parties hereto are firmly convinced that it is impossible for them now or in the future to live together as wife and husband and they desire to settle and adjust certain of the differences which have arisen between them with reference to the division and disposition of their community property, NOW, THEREFORE;

IT IS MUTUALLY UNDERSTOOD AND AGREED between the parties hereto that the community property, both real and personal, be divided between them in the following manner, to-wit:

1. The party of the first part shall have, and the party of the second part hereby conveys to her, to have and hold the same as her sole and separate property all of the right, title, claim and interest of the party of the second part, in and to the following described real property situate in Gooding County, State of Idaho, to-wit:

N½ of the SE¼, Section 26, Township 6 South, Range 14, E.B.M.

2. The party of the second part shall have and the party of the first part hereby conveys to him, to have and to hold the same as his sole and separate property, all of the right, title, claim and interest of the party of the first part in and to all personal property of the parties hereto including machinery, livestock, equipment, furniture, household furnishings,

accounts receivable, cash on deposit, chevrolet truck, chevrolet automobile and all other personal property of any nature heretofore owned by the parties hereto.

3. Each of the parties hereto shall receive and keep as his sole and separate property all of the clothing and personal effects heretofore owned by him.

4. The party of the first part agrees to sell to the party of the second part and the party of the second part agrees to purchase from the party of the first part the real estate awarded and conveyed to the party of the first part above for a total consideration of $4,000.00, which the party of the second part agrees to pay as follows:

$1000.00 in cash, receipt of which is hereby acknowledged.
$ 500.00 on or before the first day of January, 1950.
$ 500.00 on or before the first day of January of each year thereafter until the balance has been paid.

Said contract and deed executed in accordance therewith to be placed in escrow in the office of M. F. Ryan, Attorney at Law, Gooding, Idaho.

5. That this agreement is made with the intention and for the purpose of settling forever all of the property rights existing between the parties hereto with reference to all of their property, whether community or separate, and it is agreed that neither of the parties hereto will ever make a claim upon the other of any kind or nature whatsoever, dependent upon or growing out of the marriage relationship which now exists between them, and each of the parties hereto does hereby waive for himself or herself all rights which he or she may have in any of the property of the other as husband or wife.

6. That all property hereafter acquired by either of the parties, whether by accumulation, investment or their own labor, or in any other way, shall be the sole and separate property of the party acquiring the same, free and clear from any claim, interest or control whatsoever of the other party. Nor should

parties to this agreement hereafter be answerable for any debt or liability contracted by the other party for support or otherwise from and after the date of this agreement.

7. That each of the parties hereto shall pay his or her own costs and expenses and attorney's fees now or hereafter incurred in connection with the action for divorce brought by the first party against the second party.

8. That subject to the approval of the above entitled Court, this agreement may be incorporated into and become a part of any decree of divorce made and entered by the Court in the above entitled action.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year in this agreement first above mentioned.

EDNA FOSTER
First Party

JOE FOSTER
Second Party

STATE OF IDAHO)
) ss.
Gooding County)

On this 20th day of January, 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared EDNA FOSTER, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Andrew F. James
Notary Public for Idaho
Residing at Gooding, Idaho

STATE OF IDAHO)
) SS.
Gooding County)

On this 20th day of January, 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared JOE FOSTER, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

M. F. Ryan
Notary Public for Idaho
Residing at Gooding, Idaho

(SEAL)

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

DEWAIN L. DELP,

Plaintiff,

vs.

ERMA LEE DELP,

Defendant.

JUDGMENT AND DECREE

The above matter came on regularly for hearing before the above Court sitting in regular session at Gooding, Idaho, this 27th day of January, 1949, the plaintiff appearing in person and by his attorney, David Doane, of the firm of Doane & Furey, and the defendant appearing not at all. It appears further and the Court finds that the defendant has been duly and regularly served with process by publication, as required by law, and that a copy of the summons and complaint, as required by law, was deposited in a U.S. postoffice, addressed to the above-named defendant at her last known postoffice address, and that the default of the defendant for her failure to appear has been duly entered by the Clerk of the Court.

Whereupon, evidence, duly corroborated, was introduced on behalf of the plaintiff in support of his complaint from which it appears and the Court finds that the allegations of the complaint are true and correct and that the parties hereto have lived separate and apart, without cohabitation, for more than five years last past, and that the plaintiff is and for six weeks prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho, and that the plaintiff is entitled to a decree of divorce on the grounds

of separation without cohabitation.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between the plaintiff and defendant are hereby absolutely dissolved and each of said parties is hereby restored to the status of a single person. It is further ordered and adjudged that the plaintiff herein pay to the defendant, for her maintenance and support until her death or re-marriage, the sum of $100.00 per month.

Given under my hand this ~~12th~~ 27TH day of January, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Dewain L. Delp -vs- Erma Lee Delp

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 27th day of January A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

5601

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

VERNA E. HEBERGER, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
EDGAR W. HEBERGER, Defendant.	)	

This cause came on regularly for hearing the 29th day of January, 1949, before the court without a jury, on the plaintiff's complaint filed herein. Plaintiff appeared personally and with her attorney, Mary Schmitt. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law and that the time in which the said defendant was required to demur, answer or plead to said complaint had expired, the default of the defendant was duly and regularly entered herein; whereupon, the court proceeded with the trial of said cause.

Witnesses were called, sworn, and testified for and on behalf of the plaintiff and the case was submitted to the court for final determination and decision; and the court having found that the plaintiff and defendant were married at Nampa, Idaho on or about August 12, 1933; that plaintiff and defendant have three minor children, Ronald Edgar Heberger, born January 9, 1936; Raymond Lee Heberger, born March 22, 1938; and Larry John Heberger, born October 22, 1942; that plaintiff and defendant have no community property; and that plaintiff is entitled to a divorce from the defendant on the grounds of non-support and desertion, and that plaintiff has been a bona fide resident of the State of Idaho for more than six weeks prior to the time of the filing of her complaint.

It is therefore ordered, adjudged and decreed, and this does order, adjudge, and decree that the bonds of matrimony now existing between the plaintiff, Verna E. Heberger, and the defendant, Edgar W. Heberger, be, and the same hereby are dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof.

It is further ordered, adjudged and decreed and this does order, adjudge and decree that the sole and absolute custody and control of Ronald Edgar Heberger, born January 9, 1936; Raymond Lee Heberger, born March 22, 1938; and Larry John Heberger, born October 22, 1942; the minor children of plaintiff and defendant, be awarded to the plaintiff.

Dated at Gooding, Idaho, this 29th day of January, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of XX Verna E. Heberger -vs- Edgar W. Heberger

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 29th day of January A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF JEFFERSON

Gertrude Christoffersen,

Plaintiff

vs.

Boyce Christoffersen,

Defendant

Filed: Jan.28,1949
11:30 A.M.
Eileen Madsen, Clerk of District Court.

DECREE OF DIVORCE

This cause, having come on regularly to be heard on this 21st day of January, 1949, upon the Complaint herein taken as confessed by the defendant, upon the proofs taken herein before this Court from which it appears that all the material allegations of the Complaint are sustained by testimony free and clear of all legal exceptions as to its competency, admissibility, and sufficiency; that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in her Complaint; that the plaintiff was a resident of Jefferson County at the time of commencing suit and was a resident of the said Jefferson County, State of Idaho for more than six full weeks immediately prior thereto, on motion of T. Harold Lee, Counsel for the plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED, And this Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided does order, adjudge, and decree that the marriage between the said plaintiff, Gertrude Christoffersen, and the said defendant, Boyce Christoffersen, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is, freed and absolutely released from the bonds of matrimony and all obligations thereof.

IT IS THE FURTHER ORDER OF THIS COURT That the plaintiff be and she is hereby awarded as her sole and separate property the household goods and furniture, 1 cow, 1 heifer, and a 1936 Ford sedan automobile.

IT IS STILL FURTHER ORDERED, That the defendant is awarded as his sole and separate property 1 cow, and 1 heifer.

IT IS STILL FURTHER ORDERED, That the plaintiff assume and pay for the following community debts, to-wit; Fifty-five ($55.00) Dollars to the American National Bank of Rigby, Idaho; One Hundred Ten ($110.00) Dollars to Swager Motor Co., Rigby, Idaho; and Three Hundred ($300.00) Dollars to the Prudential Life Ins. Co., which is a loan upon a policy on the life of the plaintiff.

IT IS STILL FURTHER ORDERED BY THIS COURT, That the plaintiff be, and she is hereby, awarded the care, custody, control, and education of the minor child of the plaintiff and the defendant, to-wit: Keith Boyce Christoffersen, subject to the right of the defendant to visit said minor child at all reasonable times and places.

IT IS STILL FURTHER ORDERED, That the defendant pay to the plaintiff the sum of Twenty-five ($25.00) Dollars per month as and for the support and maintenance of the minor child of the plaintiff and the defendant commencing on the 1st day of February, 1949, and monthly thereafter.

IT IS STILL FURTHER ORDERED, That the costs of this action and the attorneys fees of the plaintiff have heretofore been paid; and that there shall be nothing more due and owing from the defendant to the plaintiff for such costs and attorneys fees.

/s/ C. J. Taylor
District Judge

STATE OF IDAHO,)
County of Jefferson,) ss.

5602

I HEREBY CERTIFY That the within is a full, true and correct copy of the

"DECREE OF DIVORCE" in the matter of the case of

GERTRUDE CHRISTOFFERSEN, Plaintiff

-vs-

BOYCE CHRISTOFFERSEN, Defendant.

as appears of record in my office, in Book 143 of Judgments on Page 91.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Rigby, Idaho, this 7th day of February, 19 49

Eileen Madsen
Clerk and Ex-Officio Recorder.

By: Hettie A. Kelley
Deputy.

(COPY)

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEFFERSON

WANDA ARLENE WRIGHT,

Plaintiff,

vs.

STANLEY L. WRIGHT,

Defendant.

Filed: Jan. 22,1949 at 11:35 A.M.
Eileen Madsen, Clerk of District Court
By: Otis R. Lemmon, Deputy

DECREE OF DIVORCE

This cause came regularly on to be heard this 21st day of January, 1949, at Chambers of said Court at Idaho Falls, Bonneville County, Idaho, before the Honorable C. J. Taylor, Judge of said Court, the plaintiff appearing by Wm. P. Hemminger, her attorney, and the defendant not appearing either in person or by counsel, and the defendant having been duly and regularly served with process, and the default of the defendant having been heretofore entered herein, the said cause was finally heard and submitted to the Court upon the plaintiff's verified complaint and the evidence submitted on behalf of the plaintiff by the following witnesses: Wanda Arlene Wright and Luella Owen, from which it appears that all the material allegations of the Complaint are sustained by the testimony, free from all legal exceptions as to its competance, admissibility and sufficiency; that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in her complaint; that the plaintiff was a resident of the County of Jefferson, State of Idaho, at the time the suit was filed and was a resident of the State of Idaho and the County of Jefferson for a period of more than six full weeks immediately prior thereto.

On motion of Wm. P. Hemminger, counsel for plaintiff, it is ordered, adjudged and decreed, and this Court, by virtue of the power and authority therein vested, and in pursuance of the Statute in such cases made and provided, does order, adjudge and decree that the marriage between the said plaintiff, Wanda Arlene Wright, and the defendant, Stanley L. Wright, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each

of them is freed and absolutely released from the bonds of matrimony and all the obligations thereof.

It is hereby ordered, adjudged and decreed, that the plaintiff, Wanda Arlene Wright, be, and she is hereby decreed the following described community personal property:

One baby bed
One chest of drawers

to be held by her henceforth as her sole and separate property released from all claims of the defendant herein of every name and nature.

It is hereby further ordered, adjudged and decreed that the said plaintiff, Wanda Arlene Wright, be, and she is hereby granted the absolute custody, care and control of the minor child, the issue of said marriage, namely: Eldroe A. Wright, of the age of two years.

Done at Chambers of said Court at Idaho Falls, Bonneville County, Idaho, before the undersigned Judge of said Court this 21st day of January, 1949.

C. J. Taylor
JUDGE OF THE DISTRICT COURT OF
THE NINTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO.

STATE OF IDAHO,)
County of Jefferson,) ss.

I HEREBY CERTIFY That the within is a full, true and correct copy of the

"DECREE OF DIVORCE," IN THE MATTER OF THE CASE OF

WANDA ALRENE WRIGHT, Plaintiff

-vs-

STANLEY L. WRIGHT, Defendant.

as appears of record in my office, in Book 143 of Judgments on Page 90.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Rigby, Idaho, this 7th day of February, 1949

Eileen Madsen, By: Hettie G. Kelley
Clerk and Ex-Officio Recorder. Deputy.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

GLORIA ATKINS,

Plaintiff

-vs-

JACK ATKINS,

Defendant

INDEXED COMPARED

Case No. 3151

DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

FILED JAN 14 1949

Mabel A. Beveridge
CLERK

BY [redacted]
DEPUTY CLERK

Book 6 Judg Page 50

The above-entitled matter came on for hearing and final determination before the undersigned Judge of the above-entitled Court sitting in Open Court at Jerome, County of Jerome, State of Idaho, on this 13th. day of January, 1949, it appearing that the Defendant has been regularly served with Summons and Complaint and has appeared herein by way of acknowledgment of service and waiver of time and right to appear and plead and consent to entry of default.

Plaintiff appeared in person and with her Attorney of Record, Richard H. Seeley, and the Defendant appeared not, nor any person for him, and being in default, which has been duly entered against him; and Plaintiff having produced evidence free and clear from all objections and exceptions from which it appears that the Plaintiff is now and for more than six full weeks immediately preceding the commencement of this action has been a resident of the State of Idaho, and that she is entitled to the relief prayed for on the grounds of extreme cruelty.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

That the bonds of matrimony, heretofore and now existing between Plaintiff and Defendant, be and the same hereby are forever dissolved and set aside and that said parties be and each of them is freed and absolutely released from said bonds and from all of the obligations thereof.

That the Plaintiff be and she hereby is awarded the exclusive care, custody and control of Eileen Atkins and Jennifer Atkins, minor children of said parties, subject to reasonable visitation on the part of the Defendant.

That the Defendant shall pay to the Plaintiff the sum of One Hundred Dollars ($100) per month commencing with the month of January, 1949, for the support of said minor children.

Dated this 7th. day of January, 1949.

Hugh A. Baker
District Judge

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR JEROME COUNTY

ALICE G. MCNEAL,

Plaintiff,

Vs

C. C. MCNEAL,

Defendant.

DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Twin Falls State of Idaho

DECREE OF DIVORCE

FILED JAN 14 1949

CLERK

DEPUTY CLERK

THE ABOVE ENTITLED MATTER coming on for hearing before the Hon. Hugh A. Baker, Judge of the above entitled Court, at Twin Falls, Idaho, on the 31st day of January, 1948; the plaintiff appearing in person and by and through her attorneys, Graydon W. Smith and Leonard H. Jacob of Twin Falls, Idaho, and the defendant not appearing in person or by an attorney, and

It appearing to the Court that regular and proper service of summons and complaint has been made upon defendant, and it appearing that defendant has failed to appear or answer said complaint in the time allowed by law, and his default having been duly entered herein, the Court does hereby confirm and approve said default;

WHEREUPON, the testimony introduced herein by plaintiff and the Court being fully advised in the premises, and it appearing to the Court that Alice G. McNeal is a fit and proper person to have the care, custody, and control of Linda McNeal, and it further appearing to the Court that defendant is a fit and proper person to be allowed to visit at reasonable and seasonable times and places with Linda McNeal, the said minor child, and it further appearing that the plaintiff is and has been for more than six weeks prior to the filing of this action a bona fide resident of the State of Idaho, and it

appearing that all of the allegations of plaintiff's complaint are true, and that plaintiff is entitled to the relief prayed for in said complaint;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. That plaintiff is entitled to a divorce upon grounds stated in her complaint, and that the bonds of matrimony heretofore existing between plaintiff and defendant should be and are hereby dissolved;

2. That plaintiff is hereby awarded the care, custody and control of Linda McNeal, minor child of plaintiff and defendant, with the provision that the defendant shall be allowed to see and visit with said minor child at reasonable and seasonable times and places.

3. That the household furniture now in the possession of the plaintiff shall be and hereby is decreed to be her sole and separate property.

Dated this 14 day of January, 1949.

INDEXED COMPARED

/s/ Hugh A. Baker
District Judge

Case No. 3159
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

FILED JAN 24 1949
Mabel A. Burridge
CLERK
BY _____ DEPUTY CLERK

Book 6 Judg page 57

X

5608

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

SALLY CORT,
Plaintiff,
vs.
WILFORD W. CORT,
Defendant.

No. 14140

STATE OF IDAHO, } ss.
County of Kootenai }
JAN 4 1949 192
Jas. A. Gootee
CLERK DIST. COURT

DECREE

This cause having regularly been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service, as shown by the records herein.

3. The plaintiff be, and is hereby, restored to her maiden name of Sally Crandall.

4. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 4th day of January, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 4th day of January, 1949.

Clerk

By_____
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

5609

HAZEL SHEPHERD, (No. 14101

Plaintiff,

vs.) DECREE

JOSEPH SHEPHERD,

Defendant. (

JAN 5 1949

JAS. A. FOSTER

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty and continuous separation as husband and wife for more than five years without cohabitation.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 5th day of January, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

14143

5610

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

Alberta Platt

BONNIE E. CARTER,

Plaintiff,

-vs-

EUGENE W. CARTER,

Defendant.

DECREE OF DIVORCE

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d 'Alene, Kootenai County, State of Idaho, before the Honorable O. C. Wilson, one of the Judges of said Court on the 7th day of January, 1949; the defendant by his attorney, Harold S. Purdy, having entered a demurrer to plaintiff's complaint; the parties thereafter filing a written stipulation that the demurrer might be overruled and the cause set for trial as a default matter, defendant waiving the findings of fact and conclusions of law; and the Court having overruled defendant's demurrer and set the matter for hearing forthwith; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing further either in person or by counsel; whereupon witnesses were sworn and testified upon the part of plaintiff, and the Court being fully advised in the premises, and having found for plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Bonnie E. Carter and defendant, Eugene W. Carter, be and the same are hereby set aside and held for naught, and plaintiff, Bonnie E. Carter, is granted a decree of absolute divorce from defendant, Eugene W. Carter, on the ground of mental suffering, amounting to extreme cruelty; that plaintiff's former maiden name, Bonnie E. Stanfield shall be and hereby is restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 7th day of January, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,) s s
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.
WITNESS my hand and the seal of said Court this 7th day of January, 1949.

Jas. A. Foster
Clerk

(Seal)

By Alberta Platt
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

JAN 12 1949
JAS. A. FOSTER

RUTH McDONELL, (No. 1415
Plaintiff,
vs.) DECREE
EUGENE McDONELL,
Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The care, custody and control of Maureen, aged about 2 1/2, is hereby vested in plaintiff and, during the minority or dependency of said child, the defendant shall contribute the sum of $50.00 per

month toward the support, maintenance and/or education of the child and the defendant shall have reasonable rights of visitation with the child.

(5). The Slab Inn at Post Falls, Idaho, with its trade name, good will and patronage and stock of goods, wares and merchandise, and the land on which it is situate, i. e., Block 1 and Lots 1, 2, 3, 4, 5 and 6 of Block 14, all in Kennedy's Addition to the Village of Post Falls, Kootenai County, Idaho, with its improvements and incidents, is hereby vested in the defendant, subject, however, to a lien in favor of the plaintiff in the amount of $6000.00, which the defendant is to pay to the plaintiff at the rate of $100.00 a month, beginning January 15, 1949, and a like sum on or before the 15th day of each calendar month thereafter, without interest, until on and after July 1st, 1949, when the balance due the plaintiff is to draw interest at 5% per annum, the defendant to have the right to pay the whole or any part at any time.

(6). Defendant is to deliver to plaintiff one-half of the $1700.00 maturity value of U. S. Bonds and retain the other one-half for defendant.

(7). Plaintiff is to have the household goods at the Slab Inn for her sole and separate property.

(8). Defendant is absolved from any further sum in the payment of court costs and attorneys fees.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 12th day of January, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

5612

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

JAN 23 1950

CHESTER A. JOHNSON,
Plaintiff,
vs.
ELIZABETH T. JOHNSON,
Defendant.

No. 14046

DECREE

This cause having regularly been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor; defendant appearing through Elder & Elder and Sidney E. Smith, her attorneys, by demurrer, and the demurrer having been submitted and overruled and the defendant declining to further plead and waiving notice of time and place of hearing on the complaint, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service, as shown by the records herein.

3. Defendant be, and is hereby, awarded the care, custody and control of Robert Johnson, minor son of the parties, with reasonable rights of visitation vested in the plaintiff herein; plaintiff to

contribute to the defendant the sum of Forty ($40.00) Dollars per month toward the support, maintenance and education of said minor son during his minority or dependency.

4. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 11th day of January, 1949.

O. C. Wilson
District Judge

(SEAL)
Attest:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 11th day of January, 1949.

Jas. A. Foster
Clerk, District Court

By_____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

LILLIAN WHITE,)

Plaintiff

-vs-) D E C R E E

VERNON WHITE,

Defendant)

JAN 13 1949

14075

This cause came regularly on to be heard before the undersigned Judge of the above entitled court in chambers at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and being represented by her counsel, Mr. James W. Wayne, and the defendant being in default herein. Thereupon competent and corroborative evidence was received, substantiating the allegations of the complaint, and written findings of fact and conclusions of law having been expressly waived, under 7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

1. The plaintiff be, and she hereby is, granted a decree of absolute divorce from the defendant herein on the grounds of extreme cruelty.

2. That the plaintiff be, and she hereby is, awarded the sole care, custody and control of the minor children of plaintiff and defendant, towit, Vernon Leonard, age 5 years and Sharon Louise, age 2 years.

3. That plaintiff be, and she hereby is, granted, as her sole and separate property, the following described real property; Beginning at the Southwest (SW) corner of Lot three (3), Township Thirty-Six (36) North, Range Five (5) East of Boise Meridian-- Five Hundred Six (506) Feet North to the true point of beginning, the Southwest (SW) corner of Lot Seven (7); thence East Two Hundred Ninety-Five (295) Feet to a stake; thence North Two Hundred Ninety-Eight (298) Feet to a stake; thence West Two Hundred Ninety Five (295) Feet to a stake; thence South Two Hundred Ninety-Eight (298) Feet to the point of beginning, embracing Lots Six (6) and Seven (7), metes and bounds unrecorded plat, Township Thirty-six (36), North, Range Five (5) East of Boise Meridian, situate, lying and being in

the County of Clearwater, State of Idaho.

Dated and done at Coeur d'Alene, Idaho this 13th day of January, 1949.

O. C. Wilson
District Judge

5614

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

STATE OF IDAHO, County of Kootenai ss. FILED JAN 15 1949

GRACE C. BLAYLOCK,
Plaintiff,
vs.
THOMAS H. BLAYLOCK,
Defendant.

No. 14115

DECREE

This cause having regularly been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service, as shown by the records herein.

3. The plaintiff be, and is hereby, restored to her former name of Grace C. Condo.

4. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 4th day of January, 1949.

(SEAL)

O. C. Wilson
District Judge

Attest:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 4th day of January, 1949.

Jas. A. Foster
Clerk

By_____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

GLORIA MAY SPRACKLIN,)
Plaintiff,)
vs.)
HARVEY LYLE SPRACKLIN,)
Defendant.)

14174

D E C R E E

JAN 3 0 1949

The above entitled cause came on regularly for trial in open court this 18th day of January, 1949; plaintiff appearing in person and by her attorneys, Elder & Elder; and the defendant having appeared and filed his Answer to Plaintiff's Complaint and having filed herein a Stipulation authorizing the hearing of this cause, and the matter having been set down for hearing; and the defendant is not now and has not been, during the pendency of this action, a member of the armed forces of the United States; and the court having heard the evidence of the plaintiff and having entered its Findings of Fact and Conclusions of Law herein, wherein it is ordered that judgment and decree be entered in favor of the plaintiff and against the defendant;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I

That the plaintiff has been a resident of the State

of Idaho for six full weeks next preceding the commencement of this action.

II

That the bonds of matrimony heretofore existing between the plaintiff, GLORIA MAY SPRACKLIN, and the defendant, HARVEY LYLE SPRACKLIN, be and the same are hereby wholly and forever dissolved, and the parties are released each from the other and from all matrimonial obligations, and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant on grounds of willful neglect.

III

That the defendant pay the sum of $25.00 per month to the plaintiff for the care and maintenance of the minor child, April Ann Spracklin, age eighteen months, and such sum is due and payable on the 18th day of ~~February~~ January, 1949, and on the same day of each succeeding month during the minority of said child.

IV

That the custody of the child, April Ann Spracklin, aged eighteen months, is awarded to the plaintiff.

V

That the defendant pay the plaintiff the sum of $150.00 attorney's fees and costs.

O. C. Wilson
Judge of the District Court

X

5616

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

ALICE LA BARGE,
Plaintiff,
-vs-
WILLIE LA BARGE,
Defendant.

14119

DECREE OF DIVORCE

FILED
JAN 19 1949
JAS. A. FOSTER

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, before the Honorable O. C. Wilson, one of the Judges of said Court on the 19th day of January, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after service of summons; and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Alice La Barge, and defendant, Willie La Barge, be and the same are hereby set aside and held for naught, and plaintiff, Alice La Barge, is granted a decree of absolute divorce from defendant, Willie La Barge, on the ground of wilful neglect.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 19th day of January, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,) ss
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.
WITNESS my hand and the seal of said Court this 19th day of January, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

PATRICIA ANN WALKER,

Plaintiff,

vs.

CHARLES E. WALKER,

Defendant.

14147

JAN - 9 1969

DECREE

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her attorney, E. T. Knudson, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service outside of the State of Idaho and within the State of Wyoming, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of E. T. Knudson, attorney for Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, PATRICIA ANN WALKER, and the Defendant, CHARLES E. WALKER, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the minor children of these parties, to-wit: DIANNA LYNN WALKER and NANCY SUE WALKER, is hereby awarded to the Plaintiff.

Done in open Court this 19th day of January, A.D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. POSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of PATRICIA ANN WALKER, Plaintiff, versus CHARLES E. WALKER, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 19 day of January, A.D., 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

MARGARET M. TOMLINSON,

Plaintiff,

vs.

HENRY R. TOMLINSON,

Defendant.

14145

JAN 21 1949

DECREE

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her Attorney, E. T. Knudson, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service outside of the State of Idaho and within the State of Washington, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of E. T. Knudson, Attorney for Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, MARGARET M. TOMLINSON, and the Defendant, HENRY R. TOMLINSON, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor child, GLORIS ANN TOMLINSON, is hereby awarded to the Plaintiff.

Done in open Court this 21st day of January, A.D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of MARGARET M. TOMLINSON, Plaintiff, versus HENRY R. TOMLINSON, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said District Court on this the _____ day of January, A.D., 1948.

Jas. A. Foster
Clerk

By: _____
Deputy

5619

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

JAN 24 1949

SHIRLEYANNA SEGER,

Plaintiff,

-vs-

ALBERT A. SEGER,

Defendant.

14136

DECREE OF DIVORCE

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, before the Honorable O. C. Wilson, one of the Judges of said Court on the 24th day of January, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after service of summons and acknowledgment thereof, in writing; and the defendant's default having been entered by order of the Court; the plaintiff appearing in person and by her attorney, Harry H. Kinney, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Shirleyanna Seger, and defendant, Albert A. Seger, be and the same are hereby set aside and held for naught, and plaintiff, Shirleyanna Seger, is granted a decree of absolute divorce from defendant, Albert A. Seger, on the ground of mental suffering, amounting to extreme cruelty.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 24th day of January, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,) ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above Court hereby certify the foregoing to be a true copy of the original divorce decree, now on file in my office.

WITNESS my hand and the seal of said Court this 24th day of January, 1949.

Jas A Foster
Clerk

By _____
Deputy

(Seal)

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

VERONICA H. SAVAGE,

Plaintiff,

vs.

FRANK A. SAVAGE,

Defendant.

14182

DECREE

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her Attorney, E. T. Knudson, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant within the State of New Jersey. That the Defendant has regularly filed herein his "Answer" to the Plaintiff's Complaint, together with a "Consent and Waiver" signed by the Defendant whereby the Defendant consents to the hearing of this cause upon its merits at any time on or after ten o'clock A.M. on Monday, January 17, 1949. And that this cause has come regularly on for hearing.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of E. T. Knudson, Attorney for Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff,

VERONICA H. SAVAGE, and the Defendant, FRANK A. SAVAGE, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor children of these parties, to-wit: a Daughter named ANN C. SAVAGE, and a Son named FRANK A. SAVAGE, Jr., is awarded to the Plaintiff.

Done in open Court this 24th day of January, A.D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of VERONICA H. SAVAGE, Plaintiff, versus FRANK A. SAVAGE, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 24th day of January, A.D., 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

X

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

EMIL F. BOTTIN,)
Plaintiff
-vs-) D E C R E E
MARY BOTTIN,
Defendant)

14141

JAN 26 1949

This cause came regularly on to be heard before the undersigned Judge of the above entitled court in chambers at Cœur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and being represented by his counsel, Mr. James W. Wayne, and the defendant being in default herein. Thereupon competent and corroborative evidence was received, substantiating the allegations of the complaint, and written findings of fact and conclusions of law having been expressly waived, under 7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

1. The plaintiff be, and he hereby is, granted a decree of absolute divorce from the defendant herein on the grounds of extreme cruelty.

Dated and done at Coeur d'Alene, Idaho this 26th day of January, 1949.

O. C. Wilson
District Judge

5622

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

NETTIE HENDREN,
Plaintiff,
-vs-
CARL HENDREN,
Defendant.

14077 DECREE OF DIVORCE

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, before the Honorable O. C. Wilson, one of the Judges of said Court on the 26th day of January, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after legal publication of summons; and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, in favor of the plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Nettie Hendren, and defendant, Carl Hendren, be and the same are hereby set aside and held for naught, and plaintiff, Nettie Hendren, is granted a decree of absolute divorce from defendant, Carl Hendren, on the ground of having lived separate and apart without cohabitation for a period of more than 5 years immediately preceding the commencement of this action.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 26th day of January, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,) ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above Court hereby certify the above decree of divorce to be a true copy of the original now on file in my office.

WITNESS my hand and seal of said Court this 26th day of January, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

COPY

5623

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

HERBERT DALE BENNETT,

Plaintiff,

vs.

EDDA BENNETT,

Defendant.

No. 14100

FILED JAN 28 1949

DECREE JAS. A. FOSTER

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 28 day of January, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

5624

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

MARIAN V. RYAN THOMPSON,)
Plaintiff,)
vs.)
LESTER C. THOMPSON,)
Defendant.)

14201

STATE OF IDAHO } ss.
COUNTY OF KOOTENAI }
FILED JAN 31 1949
JAS. A. FINLAYSON
Clerk

DECREE

The above entitled cause came on regularly for hearing before the undersigned Judge in the above entitled Court this 31st day of January, 1949, plaintiff appearing in person and by her attorneys, Elder, Elder & Smith, and the defendant having appeared and filed his Answer herein, and the matter having been set down for hearing, and the court having heard the evidence of the plaintiff and having heretofore entered its Findings of Fact and Conclusions of Law wherein it is ordered that judgment and decree be entered in favor of the plaintiff and against the defendant;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I

That the marriage of MARIAN V. RYAN THOMPSON and LESTER C. THOMPSON be, and the same is hereby annuled.

O. C. WILSON
Judge of the District Court

X

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

HARRY C. KENNEDY,)
Plaintiff,)
-vs-)
MELISSIA KENNEDY,)
Defendant.)

7360

Filed January 27 1949
at 1:50 o'clock P. M.
BESSIE BABCOCK, Clerk
By Rose Blanchard Deputy Clerk

DECREE

This cause came on duly and regularly for hearing in open court, before the above entitled court on the 27 day of January, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, his attorneys of record herein, and it appearing to the court that the defendant, MELISSIA KENNEDY, was personally served with Summons outside of the State of Idaho, to-wit: City of Seattle, County of King, State of Washington, on the 29th day of October, 1948, pursuant to affidavit and order therefor, and that more than twenty (20) days has elapsed since the service of said process personally upon the said defendant, and that the time to answer herein has expired; and it further appearing to the court that said defendant has filed a demurrer herein which demurrer has been overruled by the court, and that said defendant has filed herein her written refusal to further plead whereupon her default was entered; that said defendant is not now serving in the Armed Forces of the United States or any related branch thereof, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined in open court, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of the plaintiff's complaint are true, and that the defendant has been guilty of extreme cruelty toward

the plaintiff, and the court being fully advised in the premises,

NOW, THEREFORE, premises considered, the court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that this plaintiff, HARRY C. KENNEDY, is now and for many years prior to the filing of the complaint herein, was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the parties acquired considerable community property in this state all of which has heretofore been amicably divided, conveyed and delivered between them; that as a part of said division the defendant made, executed and delivered to the plaintiff a warranty deed conveying the following described real property, to-wit:

> The Northeast Quarter (NE¼), the Northwest Quarter of the Southeast Quarter (NW¼SE¼) and the Northwest Quarter (NW¼) of Section Twenty-one (21), Township Thirty-three (33) North, of Range One (1), E.B.M.,

as his sole and separate property, and that the above described real property is now the sole and separate property of the plaintiff and the same is hereby so declared to be and is hereby set over and awarded to him as his sole and separate property free and clear of any claim whatsoever of the defendant, marital or otherwise.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, HARRY C. KENNEDY, and the defendant, MELISSIA KENNEDY, be and the same are hereby dissolved and plaintiff is hereby granted an absolute divorce from the defendant.

Done in open court this 27 day of January, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO
COUNTY OF LATAH

I do hereby certify that the foregoing is a true copy of the original decree on file in my office.
Dated at Moscow, Idaho, this 27 day of Jan. 1949
Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.
By Rose Blanchard, Deputy.

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10389

HELEN M. HALE, Plaintiff,

-vs-

WILLIAM A. HALE, Defendant.

FILED
AT 10 00 O'CLOCK A M
JAN - 3 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

This matter having come on regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and being represented by her attorney of record, Earle W. Morgan, and it appearing that the defendant was heretofore duly, regularly and personally served with process of Summons and copy of Summons and Complaint, and that he thereafter filed his Demurrer herein, and the said Demurrer having been duly and regularly overruled by the court, and the defendant having refused to further plead, and the defendant being in default, and the default of the defendant having been duly and regularly entered, and the plaintiff having adduced and submitted evidence substantiating the allegations of her Complaint, and the court being fully advised in the premises, and it appearing that all of the allegations of plaintiff's Complaint are true and supported by the evidence, and that a Decree should be entered herein granting the plaintiff the relief prayed for in her verified Complaint, NOW THEREFORE,

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Docketed Vol. 10 Page 9

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

IT IS ORDERED, ADJUDGED, AND DECREED, that the plaintiff be and she hereby is granted an absolute divorce from the defendant on the ground of extreme cruelty, and that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same hereby are in all respects and forever dissolved, and that the plaintiff and defendant be and they hereby are restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the Property Settlement Agreement heretofore entered into between plaintiff and defendant on the 26th day of November, 1948, which Property Settlement Agreement has been introduced in evidence, and a triplicate original of which is attached to this Decree and made a part hereof by reference as completely as though set forth herein in full, be and the same hereby is ratified and approved, and it is further ordered, adjudged and decreed that said Property Settlement Agreement is fair and equitable and was fairly and equitably made and entered into, and that all matters provided therein to be done by the respective parties are hereby ordered to be done as fully and completely as though ordered specifically herein.

Dated this 3rd day of January, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 3rd day of Jan., 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

NORMA WILLIAMS,

Plaintiff,

vs.

MARLIN T. WILLIAMS,

Defendant.

No. 10468

FILED
AT 10 30 O'CLOCK A M
JAN - 4 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty on the 4th day of January, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney and he having been regularly and duly served with Summons and Complaint in this cause within the State of Idaho on the 24th day of November, 1948, and twenty days having expired since said service; and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereto, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following Orders, Judgments and Decrees:

That the defendant was served with Summons and Complaint in this cause within the State of Idaho, at Lewiston in Nez

Entered Vol. ___ Page ___
Docketed Vol. 10 Page 6

Perce County, Idaho, on the 24th day of November, 1948.

That the allegations contained in Paragraphs I, II, III, IV, V and VI of the plaintiff's Complaint are true as alleged, and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though fully set forth herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Norma Williams, and the defendant, Marlin T. Williams, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the plaintiff, Norma Williams, be, and she hereby is awarded the care, custody, charge and control of the minor child of the parties, namely, Marilyn Williams; that the defendant, Marlin T. Williams, be, and he hereby is granted the right to visit said child at reasonable times and at reasonable places.

That the defendant, Marlin T. Williams, be, and he hereby is ordered to pay to the plaintiff the reasonable sum of Fifty ($50.00) Dollars per month for the support, education and main-

tenance of said minor child, said monthly payments to commence on the 15th day of January, 1949, and a like sum of Fifty ($50.00) Dollars each month thereafter on the 15th day of each and every month, until the further order of this Court.

DATED at Lewiston, Idaho, this 4th day of January, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 4th day of Jan., 1949.

PHILIP WEISGERBER, Clerk

By E. Mack
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

VIRGINIA CHRISTENSEN,

Plaintiff,

vs.

CHRIS L. CHRISTENSEN,

Defendant.

10497

DECREE

FILED
AT 11:30 O'CLOCK A M
JAN - 5 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

Entered Vol. ___ Page ___
Docketed Vol. 10 Page 2

This cause came on duly and regularly for hearing in open court before the above entitled court on the 5 day of January, 1949, plaintiff appearing in person and by Cox, Ware & Stallmon, her attorneys of record herein, and it appearing to the court that the defendant has filed a demurrer herein, and said demurrer having been overruled by the court, and the defendant having filed herein his written refusal to further plead, and it further appearing to the court that said defendant has also filed herein his written waiver of any and all right or privilege he may have under and by virtue of the Soldiers' and Sailors' Relief Act of 1940, or any act amendatory thereof or supplemental thereto, and that said defendant is now in default and the default of said defendant having been duly and regularly entered herein by the court, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined in open court, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of plaintiff's complaint are true and that the defendant has been guilty of extreme cruelty toward the plaintiff, and the court being fully advised in the premises,

NOW, THEREFORE, premises considered,

The court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that this plaintiff, Virginia Christensen, is now and for more than six weeks continuously prior to the filing of the complaint herein, was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between plaintiff, Virginia Christensen, and the defendant, Chris L. Christensen, be and the same are hereby dissolved and plaintiff is hereby granted an absolute divorce from the defendant.

Done in open court this 5 day of January, 1949.

Leo McCarty
District Judge.

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 5th day of Jan., 1949.

PHILIP WEISGERBER, Clerk
By _____ Deputy

5629

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

LESTER P. CONLEY, Plaintiff

-vs-

GRACE OLIVE CONLEY, Defendant

10487 V

DECREE

FILED
11:30 O'CLOCK A M
JAN - 6 1949
P. J. WEISGERBER
Clerk of the District Court
By C. W. BECK, DEPUTY

This matter coming on regularly for hearing in Open Court, before the above entitled Court this day, plaintiff appearing in person and by his counsel of record and the defendant failing to appear in person or otherwise and it appearing that due and regular service of summons having been made upon the defendant and the time for answering having expired and no appearance having been made on behalf of the defendant, and the default of the defendant having been duly and regularly entered and that the defendant is not now in the service of the armed forces of the United States or any of its allies, and evidence having been adduced on behalf of the plaintiff and heard and considered by the Court and the Court finding that the allegations of plaintiff's complaint are true and that the defendant has been guilty of extreme cruelty of and toward the plaintiff, and the Court being fully advised in the premises, enters judgment as follows:

IT IS ADJUDGED AND DECREED, that plaintiff is now, and for more than six weeks prior to the filing of the complaint herein, was a bona fide resident of the State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant, be, and the same hereby are, forever dissolved, and that the plaintiff be, and he hereby is, awarded and granted an absolute divorce from the defendant

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Docketed Vol. 12 Page 17

on the grounds of extreme cruelty, and that plaintiff and defendant, and each of them, are hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff pay to the defendant the sum of Eighty ($80.00) Dollars per month for the support of the minor children, Theodore Charles Conley, Madeline Carol Conley and Geraldine Conley, which said children are in the custody of the defendant at San Diego, California, and that plaintiff shall continue to make said monthly payments until further order of a court of competent jurisdiction or until the children arrive at the age of majority.

Done in open court this 6th day of January, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 6th day of Jan, 1949.

PHILIP WEISGERBER, Clerk

By [illegible]
Deputy

5630

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

HARRY N. BOONE, Plaintiff,

vs.

GLADYS W. BOONE, Defendant.

No. 10500

FILED
AT 11:15 O'CLOCK A M
JAN 13 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

Entered Vol. ... Page ...
Docketed Vol. 10 Page 7

D E C R E E

The above entitled cause came on regularly for trial before the Court at Lewiston, Idaho, on the 13th day of January, 1949, at ten o'clock A.M. The plaintiff appeared in person and was represented by his attorney, Owen L. Knowlton. The defendant did not appear either in person or by attorney, and she having been regularly served with Summons and Complaint in this cause in the County of Los Angeles, State of California, pursuant to Affidavit and Order for service in a foreign jurisdiction, on the 22nd day of December, 1948, and twenty days having expired since said service, and she having failed to appear, demur or answer within the time allowed by law, or at all, and she being in default, and her default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause. Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted, and the Court being advised in the premises makes the following Orders, Judgments and Decrees:

That the defendant was regularly served with Summons and Complaint in this cause in Los Angeles County, State of California, on the 22nd day of December, 1948.

That the allegations contained in Paragraphs I, II, III, IV, and V of the plaintiff's Complaint are true as alleged, and are incorporated in this decree as Findings of Fact by reference with the same force and effect as though fully set forth herein. The Court concludes from the findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Harry N. Boone, and the defendant, Gladys W. Boone, be and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the property settlement entered into by the parties hereto on the 24th day of November, 1948, be and the same hereby is approved and made a part hereof.

DATED this 13th day of January, 1949.

LEO McCARTY
District Judge

I, PHILIP WILLIAMSON, Clerk of the [illegible] Court do hereby certify the foregoing [illegible] and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 13th day of Jan, 1949.
PHILIP WILLIAMSON, Clerk
By [signature] Deputy

X

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

DEA W. LLEWELLYN, Plaintiff,

vs.

GEORGIA E. LLEWELLYN, Defendant.

No. 1074

FILED
AT 11⁰⁰ O'CLOCK A M
JAN 14 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

D E C R E E

The above entitled cause came on regularly for trial before the Court at Lewiston, Idaho, on the 14th day of January, 1949, at ten o'clock A.M. The plaintiff appeared in person and was represented by his attorney, Owen L. Knowlton. The defendant did not appear either in person or by attorney, and she having been regularly served with Summons and Complaint in this cause by publication pursuant to Affidavit and Order for service in a foreign jurisdiction or by publication; and said Another Summons having been published on the 24th day of November, 1948, and on each succeeding Wednesday thereafter to and until the 22nd day of December, 1948, and twenty days having expired since said service, and she having failed to appear, demur or answer within the time allowed by law, or at all, and she being in default, and her default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, the Court proceeded to hear the case. Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted, and the Court being advised in the premises

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makes the following Orders, Judgments and Decrees:

That the defendant was duly and regularly served by publication in the Lewiston Morning Tribune, by publication of said Another Summons on November 24, December 1, December 8, December 15 and December 22, 1948, and by mailing of a copy of Summons and Complaint to her last known post office address, being that of Lewiston, Idaho, within ten days of the first publication of said Another Summons, as shown herein by Affidavit of Mailing filed on behalf of the plaintiff.

That the allegations contained in Paragraphs I, II, III, IV, and V, of the plaintiff's Complaint are true as alleged and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though fully set forth herein. The Court concludes from the Findings of Fact that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Dea W. Llewellyn, and the defendant, Georgia E. Llewellyn, be and the same hereby are, wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the exclusive care, custody and control of the minor children, VERN DEA LLEWELLYN and PARTHA ANN LLEWELLYN, be

and the same hereby are, awarded to plaintiff subject to the right of defendant to visit said children at reasonable times and places.

That the property settlement entered into by the parties hereto on the 16th day of November, 1948, be and the same hereby is approved and made a part hereof.

DATED this 14th day of January, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears in file and of record in my office.
WITNESS my hand and official seal this 14th day of Jan, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

5632

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

PAULINE R. SHEELEY,

Plaintiff,

vs.

HERSHUL C. SHEELEY,

Defendant

105021

FILED
AT 10:15 O'CLOCK A M
JAN 19 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 7

This cause having come on duly and regularly for hearing in Open Court before the Hon. Leo McCarty, Judge of the above entitled Court, on this 19th day of January, 1949, at Lewiston, Nez Perce County, Idaho, plaintiff appearing in person and by and through one of her attorneys of record, and the defendant having been personally served with summons and complaint on the 20th day of December, 1948, by a Deputy Sheriff of Nez Perce County, Idaho, and having failed to appear, answer or demur to plaintiff's complaint within the time allowed by law, or at all, and the plaintiff having filed an affidavit showing to the satisfaction of the Court that the defendant is not in the military service of the United States and is not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the default of the defendant having been made and entered by the Clerk of this Court, and the plaintiff having submitted proof in support of the allegations contained in her complaint, and the Court being fully advised, both as to the law and the facts, FINDS:

That the defendant was personally served with summons and complaint in this action by a Deputy Sheriff of Nez Perce County, Idaho, on December 20, 1948, as appears from the return on summons on file herein; that the defendant is not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended.

That the plaintiff and the defendant intermarried at Vancouver, Washington,

on January 4, 1944, and ever since have been and now are husband and wife.

That the plaintiff is now and has been since January 10, 1948, a bona fide resident of Nez Perce County, Idaho.

That no children have been born as issue of said marriage.

That the plaintiff and the defendant have acquired no property during the existence of said marriage and no property rights need be adjudicated herein.

That the defendant has during the existence of said marriage, and particularly during the year last past, been guilty of extreme cruelty toward this plaintiff in the manner following, to-wit:

(a) That said defendant is addicted to the excessive use of intoxicating liquor and as a result thereof spends the money which he earns, leaving nothing for household expenses, which action on his part has required and necessitated this plaintiff seeking employment and from her earnings to pay the household and living expenses.

(b) That the said defendant has openly and notoriously associated with other women during the six months last past.

The Court concludes that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of cruelty.

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY ORDERED, ADJUDGED and DECREED that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same are hereby dissolved and the plaintiff is hereby granted an absolute decree of divorce from the defendant upon the grounds of cruelty.

DONE in Open Court this 19th day of January, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 19th day of Jan., 1949.
PHILIP WEISGERBER, Clerk
By [illegible] Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

OLIVE PEDERSON, Plaintiff

-vs-

SIGURD PEDERSON, Defendant

10513

DECREE

FILED
AT 10⁰⁰ O'CLOCK A M
JAN 19 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

This matter coming on regularly for hearing in Open Court, before the above entitled Court this day, plaintiff appearing in person and by her counsel of record and the defendant failing to appear in person or otherwise and it appearing that due and regular service of summons having been made upon the defendant and the time for answering having expired and no appearance having been made on behalf of the defendant, and the default of the defendant having been duly and regularly entered and that the defendant is not now in the service of the armed forces of the United States or any of its allies, and evidence having been adduced on behalf of the plaintiff and heard and considered by the Court, and the Court finding that the allegations of plaintiff's complaint are true and that the defendant has been guilty of extreme cruelty of and toward the plaintiff, and a property settlement agreement executed by the parties hereto having been offered and received in evidence and submitted to the court for consideration and approval, and the Court being fully advised in the premises, enters judgment as follows:

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Docketed Vol. 10 Page 7

IT IS ADJUDGED AND DECREED, that plaintiff is now, and for more than six weeks prior to the filing of the complaint herein, was a bona fide resident of the State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant, be, and the same hereby are, forever dissolved, and that the plaintiff be,

and she hereby is, awarded and granted an absolute divorce from the defendant on the grounds of extreme cruelty, and that plaintiff and defendant, and each of them, are hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, THAT that certain property settlement agreement, dated December 18, 1948, by and between the parties hereto, be, and the same hereby is, approved; and pursuant to the terms thereof thereis hereby awarded to the plaintiff, as her sole and separate property, the following described real property situte in Spokane County, Washington, to-wit:

> The North forty-three (43) feet of the South One Hundred Thirty-three (133) feet of Lots Thirteen (13) and Fourteen (14), in Block One (1) of Liberty Park Addition to Spokane Falls (Now Spokane), as per map thereof recorded in Book "C" of Plats at page 28, in the Office of the County Auditor of said County,

and there is hereby awarded to the defendant the following described real property, situate in Asotin County, Washington, to-wit:

> The South-west Quarter of the South-west Quarter ($SW\frac{1}{4}SW\frac{1}{4}$) of Section 2; the South-east Quarter of the South-east Quarter ($SE\frac{1}{4}SE\frac{1}{4}$) of Section 3; the South-west Quarter ($SW\frac{1}{4}$), the South-west Quarter of the North-east Quarter ($SW\frac{1}{4}NE\frac{1}{4}$) and the West-half of the South-east Quarter ($W\frac{1}{2}SE\frac{1}{4}$) of Section 10; the North-west Quarter ($NW\frac{1}{4}$), The North-west Quarter of the North-east Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) and the South-half ($S\frac{1}{2}$) of Section 28; the North-half of the North-east Quarter ($N\frac{1}{2}NE\frac{1}{4}$) and the North-half of the North-west Quarter ($N\frac{1}{2}NW\frac{1}{4}$) of Section 33, all in Township 7 North, Range 45 E.W.M.

DONE in Open Court this 19th day of January, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 19th day of January, 1949.

PHILIP WEISGERBER, Clerk
By _____
Deputy

X

5634

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10399

RICHARD A. THOMPSON,

Plaintiff,

vs.

ZELDA L. THOMPSON,

Defendant.

FILED
AT 11:30 O'CLOCK A M
JAN 20 1949
PHILIP W. GEBERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. 10 Page 7
Docketed Vol. 10 Page 7

This cause having come on duly and regularly for hearing before the Court at Lewiston, Idaho, on this 20 day of January, 1949, plaintiff appearing in person and by and through one of his attorneys of record, the the defendant having accepted service of summons and complaint in this action on the 4th day of September, 1948, and in which Acceptance of Service the said defendant certified that she was not in the military service of the United States and not entitled to the benefits under the soldiers' and Sailors' Civil Relief Act of 1940, as amended, and said defendant having failed to appear, answer or demur to plaintiff's complaint within the time allowed by law, or at all, and the default of said defendant having been duly and regularly entered, and the Court having heard the evidence introduced by and on behalf of the plaintiff, and having made and entered its Findings of Fact and Conclusions of Law,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED and DECREED:

1. That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same are hereby dissolved and the plaintiff is hereby granted an absolute decree of divorce from the defendant upon the grounds of wilful desertion and upon the further ground of adultery.

2. That no children have been born as issue of said marriage; that Walter Lee Norris, born on July 29, 1947, is the child of the defendant, Zelda L.

Thompson, but that said child is not the child of the plaintiff, Richard A. Thompson.

DONE in Open Court this 20 day of January, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 20th day of Jan., 1949.

PHILIP WEISGERBER, Clerk

By _____
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

EDNA F. ABRAMS,

Plaintiff,

vs.

HENRY H. ABRAMS,

Defendant.

No. 10510

FILED
AT 10:30 O'CLOCK A M
JAN 20 1949
PHILIP W. GERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 7

The above entitled cause came on regularly for trial in open court before the Honorable Leo McCarty at Lewiston, Idaho, on the 20th day of January, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and he having accepted service of Summons and Complaint in this cause in the State of Idaho on the 29th day of December, 1948, and twenty days having expired since said service and he having failed to appear, demur or answer within the time allowed by law, or at all; and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following Orders, Judgments and Decrees:

That the defendant accepted service of Summons and Complaint in this cause within the State of Idaho at Lewiston, Nez

Perce County, Idaho, on the 29th day of December, 1948.

That the allegations contained in Paragraphs I, II, III, IV and V of the plaintiff's Complaint are true as alleged, and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though fully set forth herein.

That the Property Settlement Agreement entered into by and between the Plaintiff and Defendant is fair and equitable.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Edna F. Abrams, and the defendant, Henry H. Abrams, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the Property Settlement Agreement entered into between the plaintiff and defendant and submitted to the Court for approval, be, and the same is hereby approved by the Court.

DATED at Lewiston, Idaho, this 20th day of January, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 20th day of Jan., 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10482

SHIRLEY MATTSON,

Plaintiff,

-vs-

RAYMOND E. MATTSON,

Defendant,

D E C R E E

FILED
AT 10:30 O'CLOCK A M
JAN 21 1949
PHILIP WEISGERBER
Clerk Dist. Court
By E. V. BECK, DEPUTY

This action coming on regularly for hearing on the 21st day of January, 1949, and plaintiff appearing in person and being represented by her Attorney of record, and it appearing that summons has been duly and regularly served upon the defendant, Raymond E. Mattson, by publication thereof as provided by law, and proof thereof having been filed herein, and said defendant having failed to demur, answer or otherwise plead to plaintiff's complaint within the time provided by law, and said defendant being in default, and affidavit having been filed herein alleging that said defendant is not in military service, and the default of said defendant having been duly and regularly entered and evidence having been introduced, heard and considered, and the Court being fully advised in the premises, and having heretofore made and entered it's Findings of Fact and Conclusions of law,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED: That the marriage relations heretofore existing between plaintiff and defendant be and the same is hereby dissolved, and plaintiff is hereby given an absolute Decree of Divorce.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor child of the parties to this action, namely Cheryl Marie Mattson, is awarded to plaintiff.

DONE in open Court at Lewiston, Idaho, this 21st day of January, 1949.

Leo McCarty
Judge

I, PHILIP WEISGERBER, Clerk of the District Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
Witness my hand and official seal this 21st day of Jan, 1949.
PHILIP WEISGERBER, Clerk
By E V Beck
Deputy

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5637

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

VESTA J. DEARING,
Plaintiff,

-vs-

WALLACE M. DEARING,
Defendant.

NO-10475 ✓

FILED
AT 10:45 O'CLOCK A M
JAN 21 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE

This matter having come on regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and being represented by her attorney of record, Earle W. Morgan, and it appearing that the defendant was heretofore duly, regularly and personally served with process of Summons and copy of Summons and Complaint, and the defendant having failed to appear or plead herein, and that more than 20 days have elapsed since the defendant was so served, and the defendant being in default, and it appearing that the defendant is not a member of the army of the United States, the United States Navy, the Marine Corps, the Coast Guard, nor an officer of the Public Health Service, detailed by proper authority for duty either with the Army or the Navy, nor on active duty with any branch of service above referred to, nor under training or education under the supervision of the United States preliminary to induction into military service, and the default of the defendant having been duly and regularly entered, and the plaintiff having adduced and submitted evidence substantiating the allegations of her

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 17

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

I, PHILIP WEBSTER, Clerk of the District Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 21st day of Jan 1949.
PHILIP WEBSTER, Clerk
By E. Beers Deputy

Complaint, and the Court being fully advised in the premises, and it appearing that all of the allegations of the Plaintiff's Complaint are true and supported by the evidence, and further that a property settlement and agreement has been entered into by plaintiff and defendant, which has been submitted to the Court, and that the Court has found the same fair and equitable, and that a Decree should be entered herein granting the Plaintiff the relief prayed for in her Complaint, so far as the same can be done on service upon defendant outside the State of Idaho, and that said property settlement should be approved, NOW THEREFORE,

IT IS ORDERED, ADJUDGED AND DECREED, that plaintiff be and she hereby is granted an absolute divorce from the defendant on the ground of extreme cruelty.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Property Settlement and Agreement heretofore entered into between plaintiff and defendant on the 21st day of December, 1948, which property settlement and agreement has been introduced in evidence, and a triplicate original of which is attached to this decree and made a part hereof as completely as though set forth in full, be and the same hereby is ratified and approved, and it is further ordered, adjudged and decreed that said Property Settlement and Agreement is fair and equitable and was fairly made and entered into, and that all matters therein provided to be done by the respective parties are hereby dreeed and ordered to be done as fully and completely as though ordered specifically herein.

Dated this 21st day of January, 1949.

LEO McCARTY

District Judge

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

4

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

JOSEPH SANDERS,

Plaintiff,

vs.

JOSEPHINE SANDERS,

Defendant.

10509.

DECREE

FILED
AT 11 O'CLOCK A M
JAN 21 1949
PHILIP W. BERGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

This cause came on duly and regularly for hearing in open court in the above entitled court on the 21 day of January, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, his attorneys of record herein, and it appearing to the court that the defendant has heretofore filed herein a demurrer to plaintiff's complaint, which demurrer has heretofore been overruled by the court and thereupon the said defendant filed herein a written refusal to further plead to plaintiff's complaint and a consent for the entry of her default herein; that said defendant is not now in the services of the Armed Forces of the United States, or any of its allies, as will appear by the affidavit of plaintiff filed herein and, it further appearing, that said defendant is in default, and that her default has been duly and regularly entered, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined in open court, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of the plaintiff's complaint are true, and that the defendant has been and is now guilty of extreme cruelty toward the plaintiff and the court being advised in the premises,

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 7

NOW, THEREFORE, premises considered, the court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that this plaintiff, Joseph Sanders is now and for several years continuously last past has been a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, Joseph Sanders, and the defendant, Josephine Sanders, be and the same are hereby dissolved and plaintiff is hereby granted an absolute divorce from the defendant.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the agreement duly entered into between the parties hereto on October 1, 1948, a copy of which said agreement is hereunto annexed and by reference made a part hereof, is hereby confirmed, ratified and approved in all respects and the custody and control of the minor children of the parties; namely, Janet Rae Sanders, aged nineteen (19) months, and Dennis Joseph Sanders, aged five (5) months, and each of them, is hereby awarded to the defendant, with the right of the plaintiff to visit either of them at all reasonable times and places until a further order of this court.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the plaintiff shall pay to the defendant the sum of $50.00 per month, beginning October 1, 1948, and to continue while said minor children or either of them remain dependent upon the defendant.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the defendant shall have all of the household furniture and fixtures situated at the home of the parties on October 1, 1948, said home being located at 425 Fourteenth Street, Lewiston, Idaho, except one electrical refrigerator, and the same is hereby awarded to the defendant as her sole and separate property; that all of the other community property

of whatsoever kind and character, including said electrical refrigerator, owned by the plaintiff and the defendant on October 1, 1948, together with the good will of any business or trade in which the plaintiff may have engaged is hereby awarded to the plaintiff and is declared to be his sole and separate property.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that any and all property acquired by either the plaintiff or the defendant, subsequent to October 1, 1948, shall be and remain the sole and separate property of the party acquiring the same.

Done in open court this 21 day of January, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the District Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
Witness my hand and official seal this 21st day of Jan., 1949.
PHILIP WEISGERBER, Clerk
By [signature]
Deputy

This Agreement, Made this 6th day of October, 1948, between JOSEPH SANDERS of Lewiston, Nez Perce County, Idaho, party of the first part, and JOSEPHINE SANDERS, his wife, of the same place, party of the second part,

Witnesseth:

That the parties, being unable to live together as husband and wife, and desiring to settle their property rights and marital obligations, and the custody of the minor children, agree as follows:

That the party of the second part shall have all of the household furniture and fixtures now situate at the home of the parties at 425 - 14th Street, in the City of Lewiston, and that all of said personal property shall be and remain the sole and separate property of the party of the second part, except one electrical refigerator situate in said home which shall, together with all other community property of whatsoever kind and character owned by the parties hereto, together with the good will of any business or trade in which the party of the first part may be engaged, shall be and remain the sole and separate property of the party of the first part.

That the party of the second part shall have the custody and control of the minor children Janet Rae Sanders, aged nineteen (19) months, and Dennis Joseph Sanders, aged five (5) months, provided that the party of the first part shall have the right to visit said children,or either of them, at all reasonable times and places.

That the party of the first part shall from and after the first day of October, 1948, pay to the party of the second part for the care and support of said children, the sum of Fifty ($50.00) Dollars

per month, such monthly payments to remain fixed at said amount until changed by mutual consent of the parties and to continue while said minor children, or either of them, remain dependent upon the party of the second part.

The party of the first part is ready, able and willing at any time to take the custody of said minor children, and the party of the second part may at any time in the future deliver the custody of said minor children to the party of the first part. In the event said party of the first part shall receive the custody of said children, said monthly payments hereinabove provided to be paid to the party of the second part shall cease during such time as the custody of said children remains with the party of the first part in which event the party of the second part shall have the right to visit said children, or either of them, at all reasonable times and places.

The parties henceforth shall live separate and apart from each other, and each of them hereby releases and discharges the other from any and all duties of co-habitation.

The party of the second part hereby waives all claims made by her against the party of the first part in any proceedings heretofore instituted, and makes no other claims against the party of the first part than those referred to herein.

In the event either party shall hereafter secure a divorce from the other, then this agreement shall be presented to the court in such proceeding for approval and the community property of the parties shall be awarded and the custody of said minor children be given as in this agreement therefor provided.

Each of the parties shall at any time execute and do all

such assurances and things as the other of them shall reasonably require for the purpose of giving full effect to these presents and the covenants, agreements and provisions herein contained.

That any and all property herein and hereafter acquired by either of the parties hereto shall be and remain the sole and separate property of the party acquiring the same.

In Witness Whereof, the parties hereto have executed this agreement in triplicate at Lewiston, Nez Perce County, Idaho, on the day and year first above written.

JOSEPH SANDERS (SEAL)
First Party

JOSEPHINE SANDERS (SEAL)
Second Party

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this 12 day of October, 1948, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH SANDERS and JOSEPHINE SANDERS, his wife, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

E. A. STELLMON
Notary Public in and for said State, residing at Lewiston, therein.

(SEAL)

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

JOYCE E. DAVIS,

Plaintiff,

vs.

JACK C. DAVIS,

Defendant.

No. 10490

FILED
AT 11:05 O'CLOCK A M
JAN 21 1949
PHILIP W. GERBER
Clerk of the District Court
By E. V. BECK, Deputy

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 12 Page 7

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty, on the 21st day of January, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant, having been regularly served with Summons and Complaint in this cause within the State of Idaho, at Lewiston, Idaho, on the 30th day of December, 1948, did appear, and having regularly filed his Appearance in said cause waiving his rights under the Soldiers' and Sailors' Civil Relief Act of 1940 and all laws amendatory thereof, consented to the entry of his default by said court in said cause.

The Court proceeded to hear the cause and witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following Orders, Judgments and Decrees:

That the defendant accepted service of Summons and Complaint in this cause at Lewiston, Idaho, on the 30th day of December, 1948; and thereafter appeared in said action by an Admission of Service and Waiver of Appearance on the part of the defendant and refused to plead to the plaintiff's Complaint and agreed that

his default for failure to plead may be entered by the Court at any time without notice of any kind or nature in or concerning any of the proceedings in said cause; that twenty days have passed since the Acceptance of Service by the defendant, and therefore, the default of the defendant is ordered to be entered on the records of the Clerk of said Court.

That the allegations contained in Paragraphs I, II, III, IV and V of the plaintiff's Complaint are true as alleged and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though fully set forth herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Joyce E. Davis, and the defendant, Jack C. Davis, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Joyce E. Davis, be and she hereby is restored her maiden name, that of Joyce E. Campbell.

DATED this 21st day of January, 1949, at Lewiston, Idaho.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the District Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 21st day of Jan, 1949.
PHILIP WEISGERBER, Clerk
By [signature] Deputy

5640

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10215

ADDIE MAE EVANS, Plaintiff

-vs-

JAMES F. EVANS, Defendant

DECREE

FILED
at 2:00 o'clock P M
JAN 21 1949
PHILIP W. GERBER
Clerk of the District Court
By S. V. Beck
S. V. BECK, DEPUTY

This matter coming on regularly for hearing in open court before the above entitled court this day, plaintiff appearing in person and by her counsel of record and the defendant failing to appear in person or otherwise and it appearing that due and regular service of summons having been made upon the defendant and the time for answering having expired and no appearance having been made on behalf of the defendant, and the default of the defendant having been duly and regularly entered and that the defendant is not now in the services of the armed forces of the United States or any of its allies, and evidence having been adduced on behalf of the plaintiff and heard and considered by the court and the court finding that the allegations of plaintiff's complaint are true and that the defendant has been guilty of non support of plaintiff and that the parties hereto have heretofore divided their property with the exception of certain Lots in the city of Boise, Idaho and an automobile and trailer, and the court further finds that the value of the Lots is substantially equal to the value of the automobile and trailer, and the court being fully advised in the premises enters jusgment as follows:

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 7

IT IS ADJUDGED AND DECREED, that plaintiff is now, and for more than one year prior to the filing of the complaint herein, was a bona fide resident of the State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant

be , and the same hereby are, forever dissolved, and that the plaintiff be, and she hereby is, awarded and granted an absolute divorce from the defendant, and that plaintiff and defendant, and each of them are, hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following described real property, situate in Ada County, Idaho, is hereby awarded and set apart to the plaintiff as her sole and separate property, to-wit:

> Lots 1, 2, 3, 4 and 5, in Block 38 of Londoner's First Subdivision to Boise, according to the recorded plat thereof, together with all water rights, ditches and laterals, pertaining thereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following described property is awarded to the defendant as his sole and separate property, to-wit:

> One 1947 Dodge Automobile
> One 1941 Schult Trailer

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that all other property now in the possession of either of the parties hereto is hereby set over and awarded to the possessor thereof, and all such property is hereby adjudged to be the sole and separate property of the party having possession thereof.

DONE in open Court this 21st day of January, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the [illegible] Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 21st day of Jan. 1949.
PHILIP WEISGERBER, Clerk
By _____ Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE.

ROBERT E. BUNDY, Plaintiff,

-vs-

VERA D. BUNDY, Defendant.

No. 10507

FILED
AT 10:45 O'CLOCK A M
JAN 24 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

This matter having come on regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and being represented by his attorney of record, Earle W. Morgan, and it appearing that the defendant was heretofore duly, regularly and personally served with process of Summons and copy of Summons and Complaint, and that more than 20 days have expired since the defendant was so served, and the time for such appearance by the defendant having expired by law, and the defendant being in default, and it appearing that the defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, nor an officer of the Public Health Service, detailed by proper authority for duty either with the Army or the Navy, nor on active duty with any branch of service above referred to, nor under training or education under the supervision of the United States preliminary to induction into military service, and the default of the defendant having been duly and regularly entered and the plaintiff having adduced and submitted evidence substantiating the allegations of his Complaint, and the court being fully advised in the premises, and it appearing that that all of the allegations of plaintiff's Complaint are true and

Decree Vol. [illegible] Page [illegible]
Judgment Vol. 10 Page 7

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

supported by the evidence, and that a Decree should be entered herein granting the plaintiff the relief for in his verified Complaint,

NOW THEREFORE,

IT IS ORDERED, ADJUDGED AND DECREED, that the Plaintiff be, and he hereby is granted an absolute divorce from the defendant on the grounds of extreme cruelty.

That the care, possession, custody and control of the three minor children of plaintiff and defendant namely, Bobby Lee Bundy, Larry Leon Bundy, and Jerry Arley Bundy be and the same hereby are awarded to the defendant with the right of plaintiff to visit with said minor children at reasonable times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Property Settlement and Agreement, dated December 17th, 1948, executed and signed by plaintiff and defendant is fair and equitable and was fairly and equitably made and entered into and the same hereby is approved by the court; and each of the matters therein agreed to be done by each of the parties is hereby ordered done as fully and with the same force and effect as though the same were specifically ordered herein. That a triplicate original of said property settlement and agreement is hereto attached and made a part hereof by reference as completely as tho the same were set forth herein.

Dated this 24th day of January, 1949.

LEO McCARTY
District Judge

Decree of Divorce

24th

Jan

Deputy

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

ANNE EVELYN SHANKLAND,) 10512 ✓

Plaintiff,)

-vs-) DECREE

KENNETH ARTHUR SHANKLAND,)

Defendant.)

FILED
AT 10:15 O'CLOCK A M
JAN 25 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

This cause came on duly and regularly for hearing in open court, before the above entitled court on the 25th day of January, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, her attorneys of record herein; that the defendant, KENNETH ARTHUR SHANKLAND, was personally served with Summons outside of the State of Idaho, to-wit: City of Brandon, Province of Manitoba, Dominion of Canada, on the 3rd day of January, 1949; that more than twenty (20) days has elapsed since the service of said process personally upon the said defendant, and the time to answer herein has expired; and his default was entered; that said defendant is not now serving in the Armed Forces of the United States or any related branch thereof, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined in open court, and oral and documentary evidence having been heard, submitted and considered, and the Court finding that the allegations of the plaintiff's complaint are true, and that the defendant has been guilty of extreme cruelty toward the plaintiff, and the court being fully advised in the premises,

NOW, THEREFORE, premises considered, the court renders and enters herein its judgment and decree as follows:

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 7

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that this plaintiff, ANNE EVELYN SHANKLAND, is now and for six full weeks prior to the filing of the complaint herein, was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, ANNE EVELYN SHANKLAND, and the defendant, KENNETH ARTHUR SHANKLAND, be and the same are hereby dissolved and plaintiff is hereby granted an absolute divorce from the defendant and plaintiff's maiden name ANNE EVELYN McDONALD is hereby restored to her.

DONE in open court this 25th day of January, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 25th day of January, 1949.
PHILIP WEISGERBER, Clerk
By G. V. Black Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

LANOVA H. LEWIS,

Plaintiff,

vs.

HOWARD R. LEWIS,

Defendant.

No. 10510

FILED
AT 10:30 O'CLOCK A M
JAN 25 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 7

The above entitled cause came on regularly for trial in open court before the Honorable Leo McCarty at Lewiston, Idaho, on the 25th day of January, 1949, at Ten O'Clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and he having accepted service of Summons and Complaint in this cause in the State of Idaho on the 2nd day of June, 1948, and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law or at all, and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following Orders, Judgments and Decrees:

That the defendant accepted service of Summons and Complaint in this cause within the State of Idaho at Lewiston, Nez

Perce County, Idaho, on the 2nd day of June, 1948.

That the allegations contained in Paragraphs I, II, III, IV and V of the plaintiff's Complaint are true as alleged, and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though fully set forth herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Lanova H. Lewis, and the defendant, Howard R. Lewis, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations; and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

DATED at Lewiston, Idaho, this 25th day of January, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 25th day of January, 1949.

PHILIP WEISGERBER, Clerk
By _____ Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

RUTH A. MAES, Plaintiff,

-vs-

JOHN H. MAES, Defendant.

No. 10406

FILED
At 10:30 O'CLOCK A M
JAN 27 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 17

This matter having come on regularly for hearing before the Hon. Leo McCarty, District Judge, the plaintiff appearing in person and being represented by her attorney of record, Earle W. Morgan, and it appearing that the defendant was heretofore duly, regularly and personally served with process of Summons and copy of Summons and Complaint, on or about the 17th day of September, 1948, and that the defendant failed to appear or plead thereto; and it further appearing that thereafter on or about the 9th day of December, 1948, plaintiff, pursuant to leave of Court first being had, filed her Amended Complaint herein; and that thereafter, pursuant to order of Court therefor, the defendant was duly, regularly and personally served with said Amended Complaint on the 28th day of December, 1948, and at the same time the defendant was served with a notice to obtain an attorney; and that more than ten days have expired since the defendant was so served with said Amended Complaint and the defendant having failed to appear or plead herein, and the time for such appearance having expired by law, and the defendant being in default, and it appearing that the defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, nor an officer of the Public Health Service, detailed by proper authority for duty either with the Army or the Navy, nor on active duty with any branch of service above referred to,

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

nor under training or education under the supervision of the United States preliminary to induction into military service, and the default of the defendant having been duly and regularly entered, and the plaintiff having adduced and submitted evidence substantiating the allegations of her Amended Complaint, and the Court having considered the same, and it appearing that all of the allegations of plaintiff's Amended Complaint are true, NOW THEREFORE,

IT IS ORDERED, ADJUDGED AND DECREED THAT plaintiff be and she hereby is granted an absolute divorce from the defendant on the grounds of extreme cruelty; and that the bonds of matrimony heretofore existing between plaintiff and defendant be and they hereby are dissolved; and that plaintiff and defendant be and they hereby are restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff's name prior to her marriage, namely, Ruth A. McMillen, be and the same hereby is restored to her.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title, interest and equity of plaintiff and defendant in and to the following described real property, situate in the County of Nez Perce, State of Idaho, to-wit:

> A tract of land in Lot Eight (8), Block Six (6) Lewiston Orchards Tract No. 1, more particularly described as follows, to-wit:
> Start from the monument at the intersection of the center lines of 11th Street and alley running East and West through Block 6; Proceed N. 89°30' W. along the center line of said Alley for 85.0 feet to a point, which is the True Point of beginning; Proceed S.45°14' W. for 404.0 feet to the center line of Thain Road; thence N. 44°52'30" W. along the center line of Thain Road for 60.0 feet; thence N. 45°14' E. for 345 feet to the center line of the alley; thence S. 89°30' E. for 85.0 feet along the center line of the Alley to the point of beginning.

was by conveyance dated September 21, 1948, conveyed by defendant to plaintiff, which conveyance is filed for record with the County Recorder of Nez Perce County, Idaho, on the 29th day of October, 1948, and recorded in Book 181 of Deeds, Page 86, of the records of said

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

Recorder; that by reason of the said acts of the defendant and from all the facts of the case and the condition of the parties, the Court deems that it is just that any right title, interest, equity or demand the defendant may have in or to the above described real property should be and the same hereby is awarded to the plaintiff, all as her sole and separate property and for her sole and separate use and benefit, including the rents, issues, profits and proceeds thereof and therefrom, including all future acquisitions or interest in said property, and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all household furniture, furnishings, fixtures and equipment belonging to the plaintiff and defendant at the date hereof be and the same hereby is awarded to the plaintiff as her sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that that certain Property Settlement and Agreement dated September 21, 1948, between plaintiff and defendant, is fair and equitable and was fairly and equitably made and entered into; and that the same should be and hereby is approved, that a triplicate original of said Property Settlement and Agreement is hereto attached, marked Exhibit A, and made a part hereof by reference as completely and with the same force and effect as though the same were set forth herein in full. And it is further ordered that each of the matters therein agreed to by plaintiff and defendant be and the same hereby is ordered done as fully as though specifically ordered herein.

Dated this 27th day of January, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 27th day of Jan, 1949.

PHILIP WEISGERBER, Clerk

By [illegible] Deck Deputy

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

CLARENCE GRAHAM,

Plaintiff,

vs.

EDITH F. GRAHAM,

Defendant.

No. 10397

FILED
AT 10:20 O'CLOCK A M
JAN 31 1949
PHILIP W. ENGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 7

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty on the 14th day of January, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by his attorney, Paul C. Keeton. The defendant appeared in person and having filed an Answer in said cause, both parties petitioned the Court for an Order continuing said cause until further order of the Court. That thereafter the Court fixed Monday, the 31st day of January, 1949, at Ten o'clock A.M. as the time for the trial of said cause and caused notice to be given to all parties. That on January 31, 1949, the plaintiff again appeared in person and was represented by his attorney, Paul C. Keeton, and the defendant did not appear either in person or by counsel. Whereupon the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following Orders, Judgments and Decrees:

That the defendant duly appeared in said action by filing an Answer in propria persona and was given due notice of the time

of the trial of said cause by registered mail, return receipt requested, but failed to appear at said trial.

That the allegations contained in Paragraphs I, II, III, IV and V of the plaintiff's Complaint are true as alleged, and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though fully set forth herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Clarence Graham, and the defendant, Edith F. Graham, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

DATED at Lewiston, Idaho, this 31st day of January, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 31st day of Jan., 1949.

PHILIP WEISGERBER, Clerk

By E. Miller
Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF FAYETTE

LORNA REID,

Plaintiff,

-vs-

JAMES WALTER REID,

Defendant.

DECREE OF DIVORCE

No. 2626

Filed and entered
Jan. 7, 1949
Lillian Wilson, Clerk

This cause coming on regularly for hearing before the above entitled court on the 7th day of January, 1949, and upon the plaintiff's complaint, service of the same and of the another summons in this action having been duly and regularly and in the manner provided by law personally served upon said defendant, and the defendant failing to appear herein or to plead in said action within the time allowed by law, as specified in said another summons, application for entry of default of said defendant for failure to so appear was duly made, and

It appearing to the court that the said defendant, James Walter Reid, is not in the military service of the United States of America or in the military service with the forces of any country with which the United States is allied in the prosecution of any war in which the United States is engaged, as defined in sections 101 (1) and 104 of the Act of Congress approved October 17, 1940, as amended October 6, 1942, and cited as the Soldiers' and Sailors' Civil Relief Act of 1940, order was duly issued directing the clerk of this court to enter the default of said defendant herein for failure to so appear or plead to said complaint within the time allowed by law.

Thereafter said default of said defendant for failure to so appear and plead within the time allowed by law, pursuant to the order of this court, was duly and regularly entered in the above

entitled cause and prior to the hearing on this matter, said defendant then being in default, and the plaintiff appearing at said hearing in person and by Dunlap & Dunlap, attorneys, and the defendant not appearing in said cause, the court proceeded to the hearing thereof.

Witnesses were called, duly sworn and testified on behalf of the plaintiff, and the cause was submitted to the court for consideration and decision, and the court having duly heard and considered the evidence and being duly advised as to the premises and finding that the allegations contained in plaintiff's complaint are true as shown by the evidence herein, that plaintiff and defendant were intermarried at Boise, Idaho, on or about the 17th day of April, 1940, and ever since said time have been and now are husband and wife; that the plaintiff now is and has been for more than six weeks last past a bona fide resident of the State of Idaho; that the plaintiff and defendant have no community property; that the plaintiff and defendant have no minor children the issue of said marriage; and the court further finding that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, upon motion of Dunlap & Dunlap, attorneys for the plaintiff, it is hereby ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, Lorna Reid, and the defendant, James Walter Reid, be and the same hereby are wholly dissolved and the parties freed from all the duties and obligations thereof.

Dated this 7th day of January, 1949.

O. A. Sutton
District Judge

DUNLAP & DUNLAP
LAWYERS
CALDWELL, IDAHO

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree of Divorce has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2626.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of January, 1949.

Lillian Wilson
Clerk of the District Court

4

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER.

3550
Jan. 11- 44

VIRGIL L. GARST,)

Plaintiff.)

-vs-) DECREE.

CHARLOTTE E. GARST,)

Defendant.)

- - - - - - - - - - - - - - - - - - -

The above entitled matter having come on regularly for hearing before the Court, the plaintiff appearing in person and by his counsel, Milton E. Zener, and the defendant appearing not, either in person or by counsel; and it appearing to the Court that the defendant was duly and regularly served with Summons and Complaint in all respects as required by the Laws of the State of Idaho, such service having been made in the State of California, and the Court having examined into the proceedings preliminary to the service of Summons and Complaint in the State of California, and having found the same to be in all respects due and legal; and it further appearing that the time permitted by law for making an appearance by the defendant has expired, and that the default of the defendant has been duly and regularly entered in all respects as required by law; and it further appearing that the defendant is not a person within the terms and provisions of the Soldiers' and Sailors' Civil Relief Act of 1940; and the plaintiff having been duly sworn and testified on his own behalf, and Cecelia Garst being duly sworn and having testified on plaintiff's behalf, and the Court having fully considered the law and the evidence, and having found from the evidence adduced that all of the allegations of plaintiff's Complaint are fully sustained by the evidence, and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

I.

That the bonds of matrimony heretofore existing between the parties be, and the same are hereby, dissolved, and an absolute Decree of Divorce is

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

granted in favor of the plaintiff and against the defendant, and the parties, and each of them, are restored to their status of unmarried persons.

DONE IN OPEN COURT, This 8th day of January, 1949.

ISAAC McDOUGALL
DISTRICT JUDGE.

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the case of VIRGIL L. GARST vs. CHARLOTTE E. GARST as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 26th day of January, 1949.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Stall
Deputy

5650

IN THE DISTRICT COURT OF THE FIFTH
JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF POWER.

GERDA ROBERTS,
Plaintiff,

VS.

GLEN H. ROBERTS,
Defendant.

DECREE

The above entitled action came on to be heard at Chambers at Pocatello, Idaho, before the Court on the 21st day of January, 1949, plaintiff appearing in person and by her Attorney, Chas. T. Cotant, and the defendant not appearing, either in person or by an attorney.

Upon said hearing, it appearing to the satisfaction of the Court that the defendant, Glen H. Roberts was duly served with summons on the 13th day of December, 1948, as appears in the return of the Sheriff of Weber County, Utah, and the statutory time having elapsed in which defendant could make his appearance and the defendant having failed to appear and answer to said complaint of the plaintiff within the twenty days provided by statute and the time of answering having expired and no answer or demurrer or other pleading having been filed and a clerk's default having been duly entered according to law, and the court having duly considered the law and the evidence and it appearing satisfactorily to the Court that each and all of the material allegations and averments in plaintiff's complaint are true.

NOW THEREFORE, it is Ordered, Adjudged and Decreed that the plaintiff above named is entitled to a divorce, upon the grounds stated in her complaint and the bonds of matrimony heretofore exixting between plaintiff and defendant should be dissolved, it is therefore ORDERED that it be dissolved and each of them are hereby restored to a single, unmarried state.

(b) It is further ORDERED that the property herein

described, being:

Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block 47, original Townsite of American Falls, Idaho.

are hereby decreed as the separate property of the plaintiff, GERDA ROBERTS, as prayed for in plaintiff's complaint.

Dated the 21st day of January, 1949, at Chambers at Pocatello, Idaho.

Isaac McDougall
District Judge.

Certificate of True Copy

STATE OF IDAHO, } ss.
County of Power, }

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the case of GERDA ROBERTS vs. GLEN H. ROBERTS as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 26th day of January, 19 49.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

5651

IN THE DISTRICT COURT OF THE FIFTH
JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF POWER.

3552

LEAH M. LAMARR,
Plaintiff,

VS.

LUTHER L. LAMARR,
Defendant.

DECREE

The above entitled action came on to be heard at Pocatello, Idaho, before the Court on the 28th day of Jan., 1949, plaintiff appearing in person and by her Attorney, Chas. T. Cotant, and the defendant not appearing, either in person or by an attorney.

Upon the said hearing, it appearing to the satisfaction of the Court that the said defendant, Luther L. LaMarr was duly served with summons by publication in the Power County Press, the first publication being on the 9th day of December, 1948, and the last publication being on the 6th day of January, 1949, as is shown by the affidavit attached to the alias summons on file herein, and the statutory time having elapsed in which the defendant could make his appearance and the defendant having failed to appear and answer to said complaint of the plaintiff within the twenty days provided by statute, and the time of answer having expired and no answer or demurrer or other pleading having been filed and a clerk's default having been duly entered, according to law, and the court having duly considered the law and the evidence and it appearing satisfactorily to the Court that each and all of the material allegations and averments to plaintiff's complaint are true;

NOW THEREFORE, it is ORDERED AND ADJUDGED and DECREED that the plaintiff above named is entitled to a divorce upon the grounds stated in her complaint and the bonds of matrimony heretofore existing between plaintiff and defendant should be dissolved; it is

therefore ORDERED that it be dissolved and each of them hereby restored to a single, unmarried state.

(b) That the plaintiff be given the care and custody of the minor children, the issue of said marriage, namely:

Charles Luther LaMarr, Aged five years.
and
Ella Maxine LaMarr, Aged two years.

Dated this 28th day of January, 1949, at Pocatello Idaho.

L. G. Gleason
District Judge.

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the case of LEAH M. LAMARR vs. LUTHER L. LAMARR as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 1st. day of February, 19 49.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall, Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - -

ESTHER SEXTON,)
Plaintiff,)
-vs-)
JOSEPH A. SEXTON,)
Defendant.)

#10688
D E C R E E

- - - - -

This cause came regularly on to be heard this 4th day of January ,A.D. 194 9 , before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon a Complaint of the plaintiff herein, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. John J. Peacock appeared as attorney for the plaintiff, and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court, that the defendant was duly and regularly served with process, and that said service was personal service in the County of Shoshone, State of Idaho, and the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein, and

having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant be, and he hereby is, enjoined and debarred from ever claiming a part or the whole of the following described premises or any equity, right, title or interest in and to the same:

Lot number One (1), Block number Four (4), Weber's Addition to the City of Kellogg, County of Shoshone, State of Idaho, as the same is shown on the official and recorded plat thereof.

Also the following described property which plaintiff is purchasing as her separate property under a sales agreement:

Being a portion of Lot number Four (4) of Block number Two (2), as said lot and block are so delineated and so designated upon that certain map entitled "Subdivision of Tract C., Kellogg, Idaho," accepted and approved by the City Council of the City of Kellogg, Idaho, on January 6, 1932, and filed with the County Recorder of Shoshone County, Idaho. The above mentioned tract is more particularly described as follows:

Beginning at the Northwest corner of Lot number Four (4) of Block number Two (2) of the Subdivision of Tract C, which point is marked by a nail in the footing of the concrete wall, seven (7) feet from the corner of said wall; thence South 76°03' East along the South line of the Union Pacific Railway right-of-way, 117.10 feet to a point, which point marked by an iron pin about four (4) inches from the end of the concrete retaining wall; thence South 21°57' West 137.18' feet to a point; thence South 65°19' West 76.72 feet along a line parallel to the Bunker Hill wooden pipe line to a point; thence North 63°40' West fifteen (15) feet along the South line of Lot number Four (4) to a point; thence North 7°16' East 83.55

feet to a point; thence North 63°40' West 49.27 feet to a point on the West line of Lot number Four (4); thence North 35°33' East 93.53 feet along said West line of Lot number Four (4) to the place of beginning.

Done in open Court this 4th day of January, A. D. 1949.

Albert H. Featherstone
District Judge

Entered, Docketed and Filed
JAN 4 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

Decree

4th Jan. 49

ANNA K. BATTICK

Betty Burster

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

CHARLES E. WADSWORTH,)
Plaintiff,)
-vs-)
HELENE M. WADSWORTH,)
Defendant.)

No. 10604

D E C R E E

- - -

This cause came regularly on to be heard this 4th day of January , A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon a Complaint of the plaintiff herein, taken as confessed by the defendant by her failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. John J. Peacock appeared as attorney for the plaintiff, and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court, that the defendant was duly and regularly served with process, and that said defendant was served with said process at 621½ West Sixth Street, Los Angeles, California, and that the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the said marriage of plaintiff and defendant be, and the same hereby is, annulled and declared void from its inception and that plaintiff be, and he hereby is, forever released and discharged from any and all obligations and duties arising from said marriage.

Done in open Court this 4th day of January , A. D. 1949.

Albert H. Featherstone
District Judge

Entered, Docketed and Filed
JAN 4 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

...C
... OF ... } SS

... do hereby certify that ... the annexed ...
copy of the original Decree
... on file in my office.
Dated at ..., ... 4th Jan. 49

ANNA K. BATTICK

By Betty Burster

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

ROGER R. FLASKEGAARD,)
Plaintiff,)
-vs-)
DORIS E. FLASKEGAARD,)
Defendant.)

No. 10693

D E C R E E

- - -

This cause came regularly on to be heard this 4th day of January, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon a Complaint of the plaintiff herein, taken as confessed by the defendant by her failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. John J. Peacock appeared as attorney for the plaintiff, and the defendant did not appear, and it having been proved to the satisfaction of the above entitled Court, that the defendant was duly and regularly served with process, and that said defendant was served with said process in Shoshone County, State of Idaho, and that the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon duly and regularly entered.

WHEREUPON, The Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents

herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and he hereby is, awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the absolute care, custody and control of the said minor children, William R. Flaskegaard and Deanna Carol Flaskegaard, be, and the absolute care, custody and control of said minor children are hereby awarded to the defendant, with the right in the plaintiff to see said minor children at all reasonable times and places.

Done in open Court this 4th day of January, A. D. 1949.

Albert H. Featherstone

District Judge

Entered, Docketed and Filed
JAN 4 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

Decree

4th Jan. 49

ANNA K. BATTICK

Betty Burster

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

MARJORIE LONGAN,
Plaintiff,
-vs-
GENE LONGAN,
Defendant.

NO. 10705

D E C R E E

This cause came on regularly to be heard this 6th day of January, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon the verified complaint of the plaintiff herein taken as confessed by the defendant for failure to appear and answer to the said verified complaint of plaintiff on file herein. Albert J. Graf appeared as attorney for plaintiff and defendant did not appear. It appeared to the above entitled Court that the defendant was duly served with process and that said service was duly made by personal service, and the defendant's default for not appearing, answering or in anywise pleading in said cause was duly and regularly entered;

WHEREUPON, The Court proceeded to examine the records and file in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her complaint, and after having heard the same, the testimony was closed;

WHEREUPON, The Court, considering the aforesaid testimony of plaintiff, and her witnesses, together with all papers, records, files and documents herein, and having heretofore made and entered its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff, Marjorie Longan, and the

Gene Longan, be, and they hereby are, dissolved, and that the plaintiff be, and she hereby is, granted an absolute divorce from the defendant.

Dated this 6th day of January, A. D. 1949.

ALBERT H. FEATHERSTONE
District Judge

Anna K. Battick
Clerk of District Court

By _____
Deputy

Entered, Docketed and Filed
JAN 6 1949
Anna K. Battick
Clerk District Court

STATE OF IDAHO } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 6th day of Jan. 1949

ANNA K. BATTICK
Clerk of the District Court for Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

TUNNIE A. CRAWFORD,
Plaintiff,
vs.
HOWARD R. CRAWFORD,
Defendant.

No. 10695

D E C R E E

- - -

This cause coming on regularly to be heard before the undersigned Judge of the above entitled court, plaintiff appearing in person, with her witnesses and through her attorneys of record and the defendant appearing not, and it appearing that the time within which the said defendant could appear or plead has heretofore elapsed and the default of the said defendant having been entered; witnesses having been called, sworn and examined on behalf of the plaintiff and the court being fully advised in the premises,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony heretofore and now existing between plaintiff and defendant be and the same are hereby dissolved and plaintiff is awarded a decree of absolute divorce therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that plaintiff be and she is hereby given as her sole and separate property all of the community property of plaintiff and defendant, which said community property consists of certain household goods and furniture in the City of Wallace, Shoshone County, Idaho and certain

household goods and furniture in storage in the City of Chicago, Illinois.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that plaintiff have restored to her her maiden name, Tunnie A. Hussa.

Done in open court this 8th day of January, 1949.

ALBERT H. FEATHERSTONE

District Judge

Entered, Docketed and Filed
JAN 10 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a
copy of the original Decree
on file in my office.
Dated at Wallace, Idaho, this 10th day of Jan. A.D. 49

ANNA K. BATTICK
Clerk of the District Court of the
First Judicial District of the State of Idaho in and for
Shoshone County, Idaho.

By Betty Burster
Deputy

5657

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

AL BURKE, Plaintiff,

- vs -

VIRGINIA BURKE, Defendant.

NO. 10721

DECREE

This cause came regularly on to be heard on this 12th day of January, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above-entitled Court, sitting without a jury, and it appearing to the court that the said defendant heretofore appeared in said cause by demurrer and that said demurrer was heretofore over-ruled and by the above-entitled court, and the defendant having refused to further appear or plead in said cause, the default of said defendant for his failure to further appear or plead having heretofore been entered, the plaintiff appeared in person and by his attorney, W. L. Tuson, and the defendant did not appear.

WHEREUPON, the court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his complaint and after having heard the same, the testimony was closed.

WHEREUPON, the court, considering the aforesaid testimony, together with the papers, records, filed and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the said marriage between the said plaintiff and the said defendant to this action be and the same is hereby declared wholly null and void from the beginning.

Done in open court this 12th day of January, A. D., 1949.

(Signed) Albert H. Featherstone

(SEAL) CC

Entered, Docketed and Filed
JAN 12 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 12th day of Jan. 49

ANNA K. BATTICK

Clerk of the District Court
First Judicial District
Shoshone County, Idaho

By Betty Burster
Deputy

X

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - - -

GENEVIEVE FRANKLIN, Plaintiff,

- vs -

ROBERT N. FRANKLIN, Defendant.

NO. 10663

D E C R E E

- - - - - -

This cause came on regularly to be heard on the 13th day of January, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court, sitting without a jury, upon a complaint of the plaintiff, herein taken as confessed by the defendant for failure to appear in answer to the verified complaint of plaintiff on file herein. W. L. Tuson appeared as attorney for plaintiff and defendant did not appear. It appeared to the above entitled court that the defendant was duly and regularly served with process and that said service was duly made by publication, and the default of the defendant for not appearing, answering or in anywise pleading in said cause, was duly and legally entered.

WHEREUPON, the court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her complaint and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by plaintiff's counsel, the cause was submitted to the court for its decision and the court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein and having heretofore made its Findings of Fact and Conclusions of Law and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore and now existing between the plaintiff and defendant be dissolved, and that the plaintiff be granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff's maiden name, Genevieve Hochevar, be restored to her.

Done in open court this 13th day of January, A. D. 1949.

Albert H. Featherstone
District Judge

Entered, Docketed and Filed
JAN 13 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO,
COUNTY OF SHOSHONE } ss.

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 13th day of Jan. 1949.

Anna K. Battick
Clerk District Court

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

JOHN A. OLSON,
Plaintiff,
vs.
ELLIN T. OLSON,
Defendant.

No. 10702

D E C R E E

- - - - -

This cause came regularly on to be heard on the 14th day of January, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. The plaintiff appeared in person and was represented by his attorney, Chas. E. Horning. The defendant did not appear, her default having theretofore been duly entered herein by reason of her failure to answer or otherwise plead to the plaintiff's complaint within the time allowed her by law for so doing.

WHEREUPON, witnesses were duly called, sworn and examined on behalf of the plaintiff, and the court having considered the testimony of said witnesses and being now fully advised in the premises, and having heretofore made and entered herein its Findings of Fact and Conclusions of Law,

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore

existing between plaintiff and defendant be, and they hereby are dissolved and that the plaintiff be, and he hereby is granted an absolute divorce from the defendant; and

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the defendant's former name, to-wit, Ellin Johnson, be, and the same hereby is restored to her.

DATED January 14, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
JAN 19 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the above is a true copy of the original Decree on file in my office.
Dated at Wallace, Idaho 19th Jan. 49
ANNA K. BATTICK
Ex-Officio Clerk
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - -

PEARL I. BRABANT,
Plaintiff,
vs.
JOHN G. BRABANT,
Defendant.

NO. 10685

DECREE

- - - - -

This cause came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, at Wallace, Idaho, the 14th day of January, 1949. The plaintiff appeared in person and by her attorney, Alden Hull, and there was no appearance by or on behalf of the defendant.

It appeared to the Court from the records and files herein that the defendant had been duly and regularly served with Summons and Complaint by the publication and mailing thereof for the time and in the manner provided by law and that the defendant had failed to appear, answer or plead thereto within the time provided by law, or at all, and that his default had been duly and regularly entered in the premises.

It further appeared from the affidavit of the plaintiff that the defendant is not in the military service of the United States as defined by the Soldier's and Sailor's Civil Relief Act of 1940 and acts amendatory thereof.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint and the Court being fully advised in the premises made and entered herein its Findings of Fact and Conclusions of Law.

NOW, THEREFORE, By virtue of the premises, and in accordance with said Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore existing between between the plaintiff, PEARL I. BRABANT, and the defendant, JOHN G. BRABANT, be, and the same hereby are, dissolved, set aside and held for naught, and the said Pearl I.Brabant is hereby granted an absolute divorce from the defendant, John G. Brabant.

Dated and done at Wallace, Idaho, this 14th day of January, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
JAN 14 1949
Anna K. Battick
Clerk District Court

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 14th day of Jan 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burstes
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

LAURA ELLIS,

Plaintiff

- vs -

WILLIAM ELLIS,

Defendant.

NO. 10703

D E C R E E

This cause came on regularly to be heard the 15th day of January, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above-entitled court, sitting without a jury upon a complaint of the plaintiff herein taken as confessed by the defendant for failure to appear and answer to the verified complaint of the plaintiff on file herein. W. L. Tuson appeared as attorney for plaintiff and defendant did not appear. It appeared to the above entitled court that the defendant was duly and regularly served with process and that said service was duly made by being served upon the defendant personally and the default of the defendant for not appearing, answering or in anywise pleading in said cause, was duly and regularly entered.

WHEREUPON, the court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her complaint and after having heard the same the testimony was closed.

WHEREUPON, the court considering the aforesaid testimony together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be dissolved and that the plaintiff be granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff be and she is hereby awarded the care, custody and control of Donna Mae Ellis and Willis Earling Ellis, minor children of plaintiff and defendant, with right of visitation at reasonable times in defendant.

Done in open court this 15th day of January, A. D. 1949.

(Signed) Albert H. Featherstone
District Judge

(XXXXXX

Entered, Docketed and Filed
JAN 15 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO } SS
COUNTY OF SHOSHONE }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, 15th Jan 49

ANNA K. BATTICK
Clerk of the District Court

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

BERTHA LARSON,	)	No. 10674
Plaintiff,	)	
-vs-	)	D E C R E E
RAYMOND LARSON,	)	
Defendant.	)	

This cause came regularly on to be heard this 17th day of January, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant, be, and the same are hereby absolutely dissolved, and the

said plaintiff be, and she is hereby, awarded an absolute divorce from the defendant, on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff now owns and is entitled to propery consisting of the following: One tavern and restaurant located at Clarkia, Idaho, of the probable value of $2,000.00, and against which there is a mortgage of $850.00, and of which plaintiff has an equity therein of $1150.00; also another cafe at said Clarkia, Idaho, of the probable value of $1,000.00, and upon which there is a mortgage of $600.00, and in which plaintiff has equity therein of $400.00.

Done in open Court this 17th day of January, A. D. 1949.

Albert A. Featherston
District Judge.

Entered, Docketed and Filed
JAN XXXXX 17 1949
Anna K. Batt ick
Clerk District Court
By Betty Burster Deputy

Decree

17th Jan. 49

ANNA K. BATTICK

Betty Burster

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

- - - - - -

VILAS MERRIET BALDWIN,
Plaintiff,
vs.
LUCILLE MARIE BALDWIN,
Defendant,

NO. 10650

D E C R E E

- - - - - -

This matter came regularly on to be heard before me the undersigned, Judge of the above entitled Court, sitting without a jury, on the 18th day of January, 1949. The Plaintiff appeared in person and by his attorney, Herman J. Rossi, and there being no appearance by or on behalf of the defendant.

It appeared from the records and files herein that the defendant had been served by publishing Summons in the Press Times, a local newspaper at Wallace, Idaho, designated as the proper publication for publishing legal notices. It also further appeared that more than twenty-six (26) days intervened between the first and last publication of the said Summons and that the defendant had failed to appear, answer or plead within the time provided by law, or at all, and that her default had been duly and regularly entered in the premises.

It further appeared to the satisfaction of the Court from the affidavit of the plaintiff filed herein that the defendant is not in the military service of the United States as defined by the Soldier's and Sailor's Civil Relief Act of 1940 and acts amendatory thereof.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was offered by and on behalf of the

plaintiff and in support of the allegations of his complaint and the Court being fully advised in the premises made and entered its Findings of Fact and Conclusions of Law.

NOW, THEREFORE, By virtue of the premises, and in accordance with said Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court does HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, VILAS MERRIET BALDWIN, and the defendant, LUCILLE MARIE BALDWIN, be, and the same hereby are, dissolved, set aside, and held for naught, and the said VILAS MERRIET BALDWIN hereby is granted an absolute divorce from the defendant, LUCILLE MARIE BALDWIN.

Dated and done at Wallace, Idaho, this 18th day of January, 1949..

~~SEAL~~

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
JAN 18 1949
Anna K. Battick
Clerk District Court
By Betty Burster, Deputy

STATE OF IDAHO }
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 18th day of Jan. 1949

ANNA K. BATTICK
First Judicial District Clerk
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

WILLIAM RAYMOND WRIGHT,

Plaintiff,

vs.

ANNE PATRICIA WRIGHT,

Defendant.

No. 10690

D E C R E E

- - -

This cause coming on regularly to be heard before the undersigned Judge of the above entitled court, plaintiff appearing in person, through his attorneys and with his witnesses, and the defendant appearing not and it appearing from the records and files in the above entitled action that the said defendant has been duly and regularly served with summons in the manner prescribed by law and that the time within which the said defendant could appear or plead has heretofore elapsed and the default of the said defendant having been duly entered, witnesses having been sworn and examined on behalf of the plaintiff and the court being fully advised in the premises,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony heretofore and now existing between plaintiff be and the same are h ereby dissolved and plaintiff is awarded a decree of absolute divorce therefrom.

Done in open court this 13th day of January, 1949.

ALBERT H. FEATHERSTONE

District Judge

Entered, Docketed and Filed
JAN 18 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO)
COUNTY OF SHOSHONE) ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 18th day of Jan. 1949

ANNA K. BATTICK

Clerk of the District Court
Ex Officio Recorder
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

RICHARD A. CLARK,
Plaintiff,
- vs -
RENA CLARK,
Defendant.

NO. 10682

D E C R E E

This cause came regularly on to be heard on this 21st day of ~~November~~ January, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above-entitled court, sitting without a jury, and it appearing to the court that the said defendant heretofore appeared in said cause by Demurrer and that said Demurrer was heretofore over-ruled by the above-entitled court, and the defendant having refused to further appear or plead in said cause, the default of said defendant for his failure to further appear or plead having heretofore been entered, the plaintiff appeared in person and by his attorney, W. L. Tuson, and the defendant did not appear.

WHEREUPON, the court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his complaint and after having heard the same, the testimony was closed.

WHEREUPON, the court, considering the aforesaid testimony, together with the papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be dissolved and that the plaintiff be and is hereby granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the care, custody and control of David Clark is granted to defendant with right of visitation at all reasonable times in plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff is hereby ordered to pay to defendant the amount of $50.00 per month for the education, support and maintenance of David Clark, minor child of the parties hereto.

Done in open court this 21st day of January, A. D. 1949.

(Signed) Albert H. Featherstone
DISTRICT JUDGE

(~~Exhibit~~)x

Entered, Docketed and Filed
JAN 21 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Wallace, Idaho, 21st, Jan. 49

ANNA K. BATTICK
Clerk District Court
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - -

PHYLLIS EDNA STONE, Plaintiff, - vs - WARREN MELVIN STONE, JR., Defendant.	No. 10699 D E C R E E

- - - -

This cause came on to be heard on the 24th day of January, 1949, before the undersigned judge of the above entitled court sitting at chambers at Wallace, Idaho, the plaintiff appearing in person and by Mr. Walter H. Hanson, her attorney, the defendant appearing not and his default having been duly and legally entered herein after service of process, after he had personally appeared in the action but had failed to demur, answer or in anyway plead to Plaintiff's complaint within the time allowed by law.

After hearing the evidence, court made and caused to be filed Findings of Fact and Conclusions of Law herein and pursuant thereto;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now and heretofore existing between plaintiff and defendant be and they hereby are dissolved and the plaintiff is relieved from all future obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff do have and recover from the defendant the sum of $ 25.00 suit money and the sum of $200.00 attorney's fees, all of which shall be paid to the plaintiff's attorney of record herein by the defendant and that said amounts be paid by the defendant

forthwith.

Dated at Wallace, Idaho, January 24, 1949.

Albert L Featherstone
Judge

Entered, Docketed and Filed
JAN 24 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 24th day of Jan. 1949

ANNA K. BATTICK

Clerk District Court
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

CELIA M. POINDEXTER,

Plaintiff,

vs.

CARL C. POINDEXTER,

Defendant.

Filed JAN 27 1949
Emma A. Pattuck
Clerk District Court
By Betty Burstos
No. 10707 Deputy Clerk

D E C R E E

This matter coming on regularly to be heard this 27th day of January, 1949 upon stipulation of counsel for plaintiff and counsel for defendant and the demurrer of defendant to plaintiff's complaint on file herein having been overruled and the said defendant having refused to plead further and plaintiff appearing in person and with her witnesses and the defendant appearing not, the court having sworn and examined the witnesses and having heard their testimony and being fully advised as to the law and in the premises,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that plaintiff be and she is hereby granted a decree of absolute divorce from the defendant upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that plaintiff be and she is hereby granted the sole care, custody and control of Margaret, James and Dolores, three of the minor children of plaintiff and defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the defendant be and he is hereby granted the sole care, custody and control of Virginia and Ralph Poindexter, two of the minor children of plaintiff and defendant, and that each of the parties hereto may visit

the children in the custody of the other of said parties at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the defendant pay to the Clerk of the above entitled court for the benefit of plaintiff the sum of $50.00 each month during the months of February and March, 1949 and then thereafter, until the further order of the court, at the rate of $75.00 each month for the care, maintenance and support of the three minor children in the custody of plaintiff.

Done in open court this 27th day of January, 1949.

ALBERT H. FEATHERSTONE

District Judge

Entered, Docketed and Filed
JAN 27 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 27th day of Jan. 1949

ANNA K. BATTICK

Clerk of the District Court
First Judicial District for
Shoshone County, Idaho

Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - -

WILMER A. KROLL, Plaintiff, vs. HELEN M. KROLL, Defendant.	NO. 10704 D E C R E E

- - - - -

This cause came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, at Wallace, Idaho, the 28th day of January, 1949. The plaintiff appeared in person and by his attorney, Alden Hull, and there was no appearance by or on behalf of the defendant.

It appeared to the Court from the records and files herein that the defendant had been duly and regularly served with Summons and Complaint and that she had failed to appear, answer or plead within the time allowed by law, or at all, and that her default had been duly and regularly entered in the premises.

It further appeared from the affidavit of the plaintiff that the defendant is not in the military service of the United States as defined by the Soldier's and Sailor's Civil Relief Act of 1940 and acts amendatory thereof.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of his complaint, and the Court being fully advised in the premises made and entered herein its Findings of Fact and Conclusions of Law.

NOW, THEREFORE, by virtue of the premises, and in accordance with said Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore existing between the plaintiff, WILMER A. KROLL, and the defendant, HELEN M. KROLL, be, and the same are, hereby dissolved, set aside and held for naught, and the plaintiff is hereby granted an absolute divorce from the defendant.

Dated and done at Wallace, Idaho, this 28th day of January, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
JAN 28 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 28th day of Jan 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

REX L. PARMENTIER,

Plaintiff,

-vs-

CARLENE PARMENTIER,

Defendant.

No. 9907

DECREE

This cause came regularly on to be heard this 28 day of January, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon the complaint of the plaintiff and the demurrer of the defendant; the plaintiff appeared in person and was representated by his attorney, T. P. Wormward; the defendant appeared by her attorney, Mr. Albert J. Graf, and through her attorney interposed a demurrer for and on the part of the defendant to the Complaint of the plaintiff, after which the same was duly submitted to the Court, and was overruled, and thereupon the said defendant refused to plead further in said cause. The Court then made and entered an order overruling said demurrer, and the default of the defendant was entered for her failure to plead further in said cause.

WHEREUPON, the Court preceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff is support of the allegations of his Complaint and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's attorney, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, and files and documents

herein and the parties hereto having waived the entry of Findings of Fact and Conclusions of Law, and the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, absolutely dissolved, and the said plaintiff be, and he hereby is, awarded an absolute divorce from the defendant.

Done in open Court this 28th day of January, A. D. 1949.

Albert H. Featherstone
District Judge

Entered, Docketed and Filed
JAN 28 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF [illegible] } ss

I [illegible] hereby certify that the foregoing is a true and correct copy of the original Decree now filed in my office.

Dated at Wallace, Idaho, this 28th day of Jan. 49

ANNA K. BATTICK

By Betty Burster Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - -

MAXINE MILLER,)
Plaintiff,)
-vs-) No. 10652
EARL M. MILLER,) D E C R E E
Defendant.)

- - - - - -

This cause came regularly on to be heard this 31st day of January , 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff herein, taken as confessed by the defendant for his failure to appear and plead to the verified Complaint of the plaintiff on file herein. Mr. John J. Peacock appeared as attorney for the plaintiff and the defendant made no appearance; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process; and that said service was by publication of Summons in the Wallace Press-Times, a newspaper published at Wallace, Shoshone County, Idaho, and that said publication of Summons was for the time required by law. And after said publication, the defendant having failed to appear or answer said Complaint within the time allowed and permitted by law; and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is, awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the sole care, control and custody of said minor children, Romano Lorene Higgins, and Donna Jean Higgins, be, and the same is hereby affirmed in the plaintiff.

Done in open Court this 31st day of January, A. D. 1949.

Albert H. Featherstone
District Judge

Entered, Docketed and Filed
JAN 31 1949
Anna K. Battick, Clerk District Court
By Betty Burster Deputy

[illegible] Decree

[illegible] 31st Jan. 49

ANNA K. BATTICK

By Betty Burster

4

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - -

NAOMI SUTHERLAND,)
Plaintiff,)
-vs-)
J. C. SUTHERLAND,)
Defendant.)

No. 10733
D E C R E E

- - - -

This cause came regularly on to be heard this 31st day of January, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon the Complaint of the plaintiff and the Demurrer of the defendant; the plaintiff appeared in person and was represented by her attorney, Mr. John J. Peacock and the defendant appeared by his attorney, Mr. Lester S. Harrison, and through his attorney interposed a Demurrer for and on the part of the defendant to the Complaint of the plaintiff, after which the same was duly submitted to the Court, and was overruled, and thereupon the said defendant refused to plead further in said cause.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's attorney, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, and files and documents herein, and having heretofore made its Findings of Fact and

Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is, awarded an absolute divorce.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the care, custody and control of the minor child of said marriage, Danny James Sutherland, be, and the care, custody and control of said minor child is hereby awarded to the plaintiff, with the right in the defendant to see said minor child at all reasonable times and places.

Done in open Court this 31st day of January, A. D. 1949.

Albert H. Featherstone
District Judge

Entered, Docketed and Filed
JAN 31 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

Decree

31st Jan 49

ANNA K. BATTICK

Betty Burster

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY

BERNICE MOFFITT CHANDLER

Plaintiff,

vs

CHARLES CHANDLER,

Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho

DECREE OF DIVORCE

C.A. Bullen Clerk
Entered Jan 11 1949
Deputy Clerk

THE ABOVE ENTITLED MATTER Coming on for hearing before the above entitled Court on the 10th day of December, 1948, sitting in open court at Twin Falls, Idaho, plaintiff appearing in person and by and through her attorneys of record, Graydon W. Smith and Leonard H. Jacob of Twin Falls, Idaho, and defendant not appearing in person or by an attorney; and

IT APPEARING TO THE COURT That regular and proper service of summons and complaint has been made upon the defendant, and that defendant has filed his acceptance of service and waiver of time to appear, and his default having been duly entered herein, the Court does hereby confirm and approve said default;

WHEREUPON, Witness on the part of plaintiff were regularly sworn and examined in support of the allegations contained in plaintiff's complaint, and it satisfactorily appearing to the Court from the evidence presented herein, that plaintiff and defendant are husband and wife, and that said plaintiff is a bona fide resident of the State of Idaho, and has been such for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. That the plaintiff be divorced from the defendant, and

2. That plaintiff be restored to her former name of Bernice Moffitt, which is the name she had prior to marrying the defendant.

Dated this 8th day of January 1949.

State of Idaho
County of Twin Falls } ss

I [illegible] do hereby certify that the foregoing is a full, true and correct copy of the original thereof as the same appears of record in my office.

C.A. Bullen
Irene C. Nelson

Hugh A. Baker
District Judge

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

* * * * * * * * *

PAULINE RENDLA,

PLAINTIFF,

VS.

ADOLPH RENDLA,

DEFENDANT.

DECREE OF DIVORCE

#13739

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JAN 14 1949
C. A. Burgess Clerk
Irene Sinema Deputy Clerk

* * * * * * * * *

THIS MATTER came on regularly for hearing before the undersigned District Judge, sitting without a jury, at the hour of 2:00 o'clock P.M., on the 31st day of December, 1948. Plaintiff appeared in person and by her attorney, J. W. Taylor, and the defendant having been duly and regularly served with copies of the complaint and summons herein and having filed no appearance and the time allowed by law for him to answer or otherwise plead thereto having expired, and his default having been duly entered, testimony was submitted by the plaintiff and by witnesses in her behalf. The Court having heard the evidence and being fully advised in the matter finds that all the allegations of the plaintiff's complaint are true and that the plaintiff is entitled to a decree of divorce from defendant upon the ground of wilful neglect, as prayed in her complaint, and that the property settlement agreement made and entered into between plaintiff and defendant and introduced in evidence as plaintiff's Exhibit "A" is fair and equitable, and the same is hereby approved by the Court.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, dissolved and each of the said parties is hereby restored to the status of a single, unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the plaintiff have, and she is hereby awarded as her sole and separate property, Lots 7 and 13 in Block 57, of Buhl, Twin Falls County, Idaho, together with all of the household furniture in her possession.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the defendant do have, and there is hereby decreed to him, as his sole and separate property, Lot 8 in Block 57 of Buhl, Twin Falls County, Idaho, also the Plymouth automobile of the parties, which is now in his possession.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the defendant be, and he is hereby required, to pay the balance of principal and interest at or before the time the same becomes due, on a certain mortgage on the said Lot 13 in Block 57, Buhl, Idaho, in the principal sum of $500, with interest at 6 per cent per annum, held by John M. Barker, mortgagee; also the sum of $130 due to Fred Rendla, son of the parties hereto, on the purchase price of the Plymouth automobile above mentioned, and the sum of $30 for bad checks made by the defendant and taken up by said Fred Rendla.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the defendant be, and he hereby is required to pay to Herman Voss the sum of $370.80, borrowed of said Herman Voss and also to pay the sum of $25 to Mrs. Herman Voss, for money borrowed from her, and that the defendant also pay to the plaintiff the sum of $100 attorney fee for the prosecution of this action and the further sum of $20 costs herein.

Dated January 14th, 1949.

Hugh A. Baker
District Judge

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bellers
Clerk of the District Court

Deputy

5674

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JAN 14 1949
C. A. Bullen Clerk
by Irene C. Nielsen Deputy Clerk

COLLEEN J. CLEMENTS,

Plaintiff,

-vs-

JOHN W. CLEMENTS,

Defendant.

DECREE OF DIVORCE
Entered JAN 14 1949
(COPY)

Now on this ____ day of January, 1949, this matter came on for hearing to the Court. Plaintiff appeared in person and by Earl E. Walker, Esq., her attorney. The defendant did not appear. Witnesses were sworn and testified on behalf of the plaintiff after which the case was submitted to the Court for its decision.

The Court being fully advised in the premises, and upon consideration of the files and of the evidence, finds that good and sufficient service of process was had upon the defendant; that the defendant has failed to appear herein and answer the plaintiff's complaint, although the time for so doing has expired and that, by reason thereof, the defendant is in default and that the Clerk of this Court has duly entered the defendant's default against him. The Court further finds that the material allegations of the plaintiff's complaint are true and that the plaintiff is entitled to the relief prayed for therein.

WHEREFORE, It is decreed by the Court that the plaintiff be and she hereby is divorced from the defendant.

Done in open Court this 14th day of January, 1949.

HUGH A. BAKER
DISTRICT JUDGE.

State of Idaho)
County of Twin Falls) ss

I hereby certify that the foregoing is a full, true and correct copy of the original on file in my office in said County.

C. A. Bullen
Clerk of the District Court.
By Irene C. Nielsen
Deputy

5675

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JAN 14 1949
C. A. Bullen Clerk
Irene C. Nielsen Deputy Clerk

HENRIETTA DOBBS,

Plaintiff,

-vs-

IVAN DOBBS,

Defendant.

D E C R E E
Entered JAN 14 1949

THIS ACTION coming on regularly to be heard and tried before the Court, sitting without a jury, on this date, the defendant, Ivan Dobbs, having been served with summons according to law, and the time allowed by law to appear and answer to plaintiff's complaint having expired, and the defendant not having appeared or answered, the default of said defendant was duly entered herein; the plaintiff appearing by her attorney, Harry Benoit, Esq., and the defendant not appearing, either in person or by attorney;

Upon said hearing, testimony was introduced in behalf of said plaintiff and in support of her complaint, and the cause having been submitted, the Court having duly considered the law and the evidence, and it appearing to the satisfaction of the Court that each and all of the material allegations in plaintiff's complaint are true;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between the plaintiff and defendant be, and the same hereby is dissolved, and that said plaintiff and defendant, and each of them, be, and they are hereby released from the obligations thereof.

2. That the plaintiff be, and she is hereby restored to her former name, Henrietta Stevens.

3. That the following-described property be, and the same hereby is awarded to the plaintiff as her sole and separate property and estate, to-wit:

Household furniture and furnishings.

That portion of the W½ of the NW¼ of the NW¼ of Section 8, Township 10 South, Range 16, E.B.M., described as beginning at a point on the west line of the said W½ of the NW¼ of the NW¼, which is 132 feet south of the northwest corner thereof, running thence east along a line parallel with the north line thereof a distance of 660 feet to the east line of the said W½ of the NW¼ of the NW¼, thence running south along said east line a distance of 66 feet to a point, thence running west

along a line parallel with the north line thereof a distance of 660 feet to the west line of the said W½ of the NW¼ of the NW¼, thence running north along said west line a distance of 66 feet to the point of beginning, in Twin Falls County, Idaho.

4. That the defendant be, and he hereby is awarded the Chevrolet coupe, five-passenger automobile, 1941, as his sole and separate property.

DATED this 14th day of January, 1949.

HUGH A. BAKER
District Judge

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the District Court.

C. A. Bruns
Clerk of the District Court
Irene C. Nielsen
Deputy

5676

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JAN 17 1949
C A Bulles Clerk
Irene C Nielsen Deputy Clerk

MARGARET JEAN KOWALSKI,

Plaintiff,

-vs-

RAYMOND M. KOWALSKI,

Defendant.

DECREE OF DIVORCE.
Entered JAN 17 1949
#13743
(COPY)

Now on this 14TH day of January, 1949, this matter came on for hearing before the Court. Plaintiff appeared in person and by Earl E. Walker, Esq., her attorney. The defendant did not appear. Witnesses were sworn and testified on behalf of the plaintiff. The Court, being fully advised in the premises and upon consideration of the evidence and the files herein, finds that good and sufficient service of summons was had on the defendant, Raymond M. Kowalski; that said defendant has failed to appear herein and plead to plaintiff's complaint although the time for so doing has wholly expired and is in default and that the Clerk of this Court has duly taken and entered said defendant's default against him. That the material allegations of plaintiff's complaint are true and that the plaintiff is entitled to a divorce from the defendant on the grounds of extreme cruelty. The Court further finds that the plaintiff is entitled to the restoration of her former name, Margaret Jean Terry.

WHEREFORE, It is decreed by the Court that the plaintiff be and she hereby is divorced from the defendant and that plaintiff's former name, Margaret Jean Terry is hereby restored to her.

Done in open Court this 14TH day of January, 1949.

HUGH A. BAKER
DISTRICT JUDGE.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original as the same appears of record.

C A Bulles
Clerk of the District Court
Irene C Nielsen
Deputy

X

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY

BETTY LOVELESS,

Plaintiff,

-v-

RAYMOND B. LOVELESS,

Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JAN 21 1949
O. R. Bellows
Clerk
Entered JAN 21 1949
Deputy Clerk

DECREE OF DIVORCE

THE ABOVE ENTITLED MATTER coming on for hearing before the Hon. Kales E. Lowe Judge of the above entitled Court, at Burley, Idaho, on the 21st day of January, 1949, the plaintiff appearing in person and by and through her attorneys, Graydon W. Smith & Leonard H. Jacob, of Twin Falls, Idaho, and defendant not appearing in person or by an attorney; and

IT APPEARING to the Court that regular and proper service of Another Summons and Complaint has been made upon the defendant, and that the defendant has failed to appear or answer said complaint in the time allowed by law, and his default having been duly entered herein, the Court does hereby confirm and approve said default;

WHEREUPON, testimony was introduced herein by plaintiff and in her behalf, and the Court being fully advised in the premises, and it appearing to the Court that plaintiff now is and for more than six weeks prior to the filing of the Complaint in this action has been a bona fide resident of the State of Idaho, and it further appearing that all of the allegations in said Complaint are true and that Plaintiff is entitled to the relief prayed for in said complaint;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. That plaintiff is entitled to a divorce upon the grounds stated in her complaint, and that the bonds of matrimony heretofore existing between plaintiff and defendant should be and hereby are dissolved, and plaintiff and defendant are each restored to the status of a single or unmarried person.

DATED JANUARY 21, 1949.

/s/ Kales E. Lowe

DISTRICT JUDGE

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

Clerk of the District Court

Deputy

5678

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

FILED JAN 28 1949
C. A. Bullen
BY Irene C. Nielsen
Entered JAN 28 1949

NINA E. TUCKER,
Plaintiff,
-vs-
CARL E. TUCKER,
Defendant.

DECREE OF DIVORCE.

COPY

Now on this 28th day of January, 1949, this matter came on for hearing before the Court. Plaintiff appeared in person and by Earl E. Walker, Esq., her attorney. The defendant did not appear. Witnesses were sworn and testified on behalf of the plaintiff after which the matter was submitted to the Court for its decision.

Upon consideration of the files and of the evidence the Court finds that good and sufficient service of summons has been had on the defendant; that the defendant has failed to appear herein although the time for so doing is past and that, by reason thereof, the defendant is in default and that the defendant's default has been duly entered against him by the Clerk of this Court. The Court further finds that the plaintiff has been a legal resident of the State of Idaho for a period of time more than six (6) full weeks prior to the 3rd day of December, 1948, the date on which these proceedings were instituted by the plaintiff against the defendant; that the material allegations of plaintiff's complaint are true; that the defendant is guilty of willful desertion of the plaintiff which said desertion has continued for more than one year and that by reason thereof the plaintiff is entitled to a divorce from the defendant.

WHEREFORE IT IS DECREED that the plaintiff be and she hereby is divorced from the defendant.

Done in open Court this 28th day of January, 1949.

State of Idaho
County of Twin Falls } ss

I hereby certify that the foregoing is a full, true and correct copy of the original thereof as the same appears of record in my office.

C. A. Bullen
Clerk of the District Court
Irene C. Nielsen
Deputy

HUGH A. BAKER
DISTRICT JUDGE.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY

HUGH E. REED,

Plaintiff

VS

NETA REED,

Defendant

DECREE OF DIVORCE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JAN 28 1949
J. A. Bullen Clerk
Irene C. Nielsen Deputy Clerk
Entered JAN 28 1949

This cause came on regularly to be heard on the 28th day of January, 1949, F. C. Sheneberger, appearing as attorney for the plaintiff, and the defendant appearing neither in person nor by an attorney, and it appearing that the said defendant was duly served with process and having failed to appear and answer the complaint of the plaintive on file herein within the time allowed by law, and the time for answering having expired, the default of the defendant was duly entered, and evidence having been introduced on behalf of the plaintiff at said hearing of this cause, both oral and documentary, including that certain property settlement agreement made and entered into between Hugh E. Reed, the plaintiff herein, and Neta Reed, the defendant herein, on the 3rd day of January, 1949, wherein and whereby a complete disposition of all of the property of the parties hereto was made, and said cause having been submitted to the Court for its consideration and decision:

NOW, THEREFORE, the said Court having duly considered the same, makes its finding of fact and decision as follows:

1. The Court finds that all the allegations contained in the complaint are true and that a divorce should be granted as prayed for in said complaint.

2. That the certain property settlement agreement entered into between the parties hereto on the 3rd day of Januaby, 1949, wherein and whereby a complete disposition of all the property of the parties hereto was made, is fair and equitable.

WHEREFORE, it is ordered, adjudged and decreed as follows:

1. That the bonds of matrimony heretofore and now existing between

the plaintiff, Hugh E. Reed and the defendant, Neta Reed, be, and the same hereby are, dissolved.

2. That the property settlement agreement made and entered into between the plaintiff and the defendant on the 3rd day of January, 1949, be, and the same hereby is, approved and confirmed.

Dated this 28th day of January, 1949.

Hugh A. Baker

District Judge

State of Idaho
County of Twin Falls } ss

I hereby certify that the foregoing is a true and correct copy of the original thereof.

C. A. Bullock
Clerk of the District Court

Irene C. Nielsen
Deputy

5680

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

NICK SHAVER AND EVELYN SHAVER,
Husband and wife,
Plaintiffs

vs.

HUGH MONTGOMERY,
Defendant.

DECREE OF ANNULMENT OF MARRIAGE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JAN 28 1949
O. A. Bullen Clerk
Irene C Nielsen Deputy
Entered JAN 28 '49

The above entitled matter coming on to be heard before the Court on the 22nd day of October, 1948, the plaintiffs appearing in person and by their attorney, J. H. Sherley, and the defendant not appearing in person or being represented by counsel, witnesses having been sworn and testified on behalf of the plaintiffs, and from the testimony it appears to the Court that Yvone Shaver, a minor child of the plaintiffs, was on June 12th 1948 of the age of fifteen years and in the care, custody and control of the parents and at all times prior to said date; that the defendant, Hugh Montgomery, and the said Yvone Shaver, without the knowledge or consent of the plaintiffs or either of them, became married at Winnemucca, Nevada on the said 12th day of June, 1948, and it further appearing to the Court that neither of said parents of the said Yvone Shaver have since said date consented to said marriage.

It further appearing to the Court from the testimony produced on behalf of the plaintiffs that the defendant, Hugh Montgomery, was at the time of said marriage and now is a minor and is engaged in the military services of the United States of America, the Court thereupon took said matter under advisement.

It now appearing to the Court that since the hearing of said matter by the Court, that on request of the defendant, this Court has appointed Elmer Montgomery, the father of said defendant, as his guardian ad litem herein; and that said guardian has appeared in said action and filed his demurrer to plaintiffs' complaint, and has thereafter, by and with the consent of this Court, withdrawn said demurrer and refused to plead further in said action, and has consented that a default may be taken against the defendant herein; and that the default of said defendant has been duly and regularly entered herein.

The Court, having duly considered the matter, finds that the said Yvone Shaver and the said Hugh Montgomery were married at Winnemucca, Nevada on the 12th day of June, 1948, and that the said Yvone Shaver was at said time and now is the minor child of the plaintiffs, Nick Shaver and Evelyn Shaver; and that the consent to said marriage was not given by said parents of said child and that they have not since said date consented thereto; and that said marriage is void.

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED That the marriage of Hugh Montgomery and Yvone Shaver, consummated at Winnemucca, Nevada on the 12th day of June, 1948, be, and the same is hereby declared null and void, and set aside.

Done in open Court on this 28th day of January, 1949.

/s/ Hugh A Baker
District Judge

C A Bucci
Irene C Nielsen

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

MARJORIE E. JENKINS,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
ROBERT G. JENKINS,)
Defendant.)

#13732
DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JAN 24 1949
(COPY) C. A. Bullock Clerk
Irene C. Nielsen Deputy Clerk
Entered JAN 24 1949

Now on this 14th day of January, 1949, this matter came on for hearing to the Court. Plaintiff appeared in person and by Earl E. Walker, Esq., her attorney. The defendant did not appear. Witnesses were sworn and testified on behalf of the plaintiff after which the matter was submitted to the Court for its decision.

The matter having been then taken under advisement by the Court, and coming on for further hearing to the Court on this 24TH day of January, 1949, at which time an agreement by the parties hereto was submitted in evidence, which said agreement provides for the division of the community property of the parties hereto, and which agreement, the Court finds, is fair and reasonable;--

Upon consideration of the files and of the evidence, and the Court being fully advised in the premises, finds that good and sufficient service of summons was had on the defendant, Robert G. Jenkins; that said defendant has failed to appear herein and answer the plaintiff's complaint although the time for so doing has wholly expired and that, by reason thereof, the defendant is in default and that the defendant's default has been duly taken and entered against him by the clerk of this Court.

The Court further finds that the material allegations of the plaintiff's complaint are true; that the defendant is guilty of extreme cruelty toward the plaintiff and that by reason thereof the plaintiff is entitled to a divorce from the defendant. The Court further finds that the plaintiff is a fit and proper person to have the custody of Phillip D. Jenkins, the minor child of the parties hereto; that the sum of $60.00 per month is a fair and reasonable sum to allow the plaintiff from the defendant for the support of said minor child of the parties hereto. The Court further finds that the plaintiff should be awarded the silverware and all household goods and furniture as and for her share of the community property and that the defendant should be awarded the equity of the parties hereto in the 1947 model Ford 2-door sedan as and for his share of the community property of the parties hereto.

WHEREFORE, it is decreed by the Court:

1. That the plaintiff be and she hereby is divorced from the defendant.

2. That the custody of the minor child of the parties hereto,

Phillip D. Jenkins be and the same is hereby awarded to the plaintiff with the right of the defendant to visit said child at reasonable times.

3. That the defendant pay to the plaintiff the sum of $60.00 per month for the support of the minor child of the parties hereto said payments to begin on the 1st day of February, 1949, and to continue until the further order of the Court or until said child becomes of age.

4. That the plaintiff have as and for her share of the community property of the parties hereto, the silverware, and all household goods and furniture owned by the parties hereto.

5. That the defendant have as and for his share of the community property of the parties hereto the equity in the 1948 model 2-door Ford sedan.

Done in open Court this 24th day of January, 1949.

HUGH A. BAKER
DISTRICT JUDGE.

State of Idaho
County of Twin Falls

I hereby certify that the foregoing is a full, true and correct copy of the original thereof as the same appears of record in my office.

C. A. Bullen
Clerk

Irene C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY

ELVEN RODGER,

Plaintiff,

vs

SHIRLEEN RODGER,

Defendant.

#13752

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho

FILED JAN 25 1949

C A Bulles Clerk

Irene C Nielsen Deputy Clerk

Entered JAN 25 1949

DECREE OF DIVORCE

BVS.

THE ABOVE ENTITLED MATTER coming on for hearing before the above entitled court on the 18th day of December, 1948, sitting in open court at Burley, Idaho, plaintiff appearing in person and by and through his attorneys of record, Graydon W. Smith and Leonard H. Jacob of Twin Falls, Idaho, and defendant not appearing in person or by an attorney; and

IT APPEARING TO THE COURT that regular and proper service of summons and complaint has been made upon defendant, and that defendant has filed her acceptance of service and waiver of time to appear, and her default having been duly entered herein, the court does hereby confirm and approve said default;

WHEREUPON, Witnesses on the part of plaintiff were regularly sworn and examined in support of the allegations contained in plaintiff's complaint, and it satisfactorily appearing to the court from the evidence presented herein that plaintiff and defendant are husband and wife, and that said plaintiff is a bona fide resident of the State of Idaho, and has been such for more than six weeks preceding the commencement of this action;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. That the plaintiff be divorced from the defendant;

2. That defendant be restored to her former name of Shirleen Davis.

Dated this 25th day of January, 1949.

State of Idaho
County of Twin Falls

I hereby certify the within instrument to be a true copy of the original as the same appears of record in my office.

C A Bulles
Clerk of District Court
Irene C Nielsen
Deputy

/s/ Hugh A Baker
District Judge

4

COPY

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY

* * * * * * * * *

#13753

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JAN 25 1949
C. A. Bellers
Clerk
By _____ Deputy Clerk
Entered JAN 25 1949

TRULY O. HIRE,

Plaintiff,

vs.

RAYMOND D. HIRE,

Defendant.

DECREE OF DIVORCE

* * * * * * * * *

The above entitled action came on regularly for hearing at the Twin Falls County Court House in Twin Falls, Idaho, in the District Court Room, on Friday, the 14th day of January, 1949, before the Honorable Hugh A. Baker, District Judge; the plaintiff appearing in person and by and through her attorneys, Rayborn and Rayborn, and the defendant appearing not.

And it appearing to the Court that the defendant had been duly and regularly served with summons and complaint, andthe time for answer having expired, and default of the defendant having been duly entered by the clerk of the above entitled Court according to law.

Whereupon evidence was introduced and admitted from which it appears that each and all of the material allegations of the plaintiff's complaint have been established by competent evidence and the allegations of plaintiff's complaint as to her residence having been duly corroborated by competent testimony.

And it appearing from the testimony that a property settlement agreement has been reached and entered into by and between the parties hereto, disposing of their property rights; and that the terms of said agreement have been complied with;

And the Court, being fully advised in the premises, on motion of attorneys for plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED, as follows, to-wit:

1. That the bonds of matrimony heretofore existing between the plaintiff, Truly O. Hire, and the defendant, Raymond D. Hire, be, and the same are hereby, dissolved, and the parties hereto restored to the status of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the household and kitchen furniture belonging to the parties hereto, or such portion thereof as plaintiff desires, be, and the same is hereby, awarded to the plaintiff, Truly O. Hire.

Done in Open Court this 22nd day of January, 1949.

Hugh A. Baker
District Judge.

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action

C. A. Bellers
Clerk of the District Court

_____ Deputy

X

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

FRANCINE CURL MATHERS, formerly Francine Curl,

Plaintiff,

vs

ROBERT B. CURL,

Defendant.

STIPULATION AND ORDER

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JAN 28 1949
Clerk
By Filed Jan. 28, 1949

STIPULATION

WHEREAS, the above entitled Court did on September 7, 1946, render a judgment in favor of plaintiff and against defendant, whereby plaintiff was granted a Decree of Divorce from defendant, and was among other things given care, custody, and control of the minor children of plaintiff and defendant, and defendant was ordered to pay to plaintiff for the support and maintenance of said children $40.00 per month, in the following language:

> "2. That the care, custody and control of the two minor children, the issue of said marriage, to-wit: Robert Curl, a son, age five years, and Linda Curl, a daughter, age two years, is hereby awarded to the plaintiff, with the privelage to the defendant to visit said minor children at reasonable times.
>
> "3. That the plaintiff have judgment against the said defendant for the sum of Firty ($40.00) dollars per month for the support and maintenance of said minor children the same to be payable on the 1st day of each and every month commencing with the 1st day of October 1946 until the further order of the court."

NOW THEREFORE, IT IS HEREBY STIPULATED BY AND BETWEEN The plaintiff and defendant that said Decree of Divorce may be modified so that said provisions of said Decree above set out will read as follows:

> "2. That the care, custody and control of the two minor children, the issue of said marriage, to-wit: Robert Curl, a son, age five years, and Linda Curl, a daughter, age two years, is hereby awarded to the plaintiff, with the privilege to the defendant to visit said minor children at reasonable times.
>
> "3. That the plaintiff have judgment against the defendant for the sum of Thirty ($30.00) Dollars per month for the support and maintenance of said minor children the same to be payable on the 10th day of each month commencing with the 10th day of February, 1949, until the further order of the Court."

IN WITNESS WHEREOF, THE Plaintiff and Defendant above named have this 20th day of January, 1949, set their hands.

/s/ Francine Curl Mathers

/s/ Robert B. Curl

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

Clerk of the District Court

Deputy

ORDER

Upon reading the above and foregoing stipulation between the plaintiff and defendant, and good cause appearing therefor, and the Court being fully advised in the premises, it is hereby ordered, adjudged, and decreed that said decree of divorce, entered as aforesaid on September 7, 1946, is modified so that the provisions of said decree which formerly read as follows:

> "2. That the care, custody and control of the two minor children, the issue of said marriage, to-wit: Robert Curl, a son, age five years, and Linda Curl, a daughter, age two years, is hereby awarded to the plaintiff, with the privelage to the defendant to visit said minor children at reasonable times.
>
> "3. That the plaintiff have judgment against the said defendant for the sum of Firty ($40.00) dollars per month for the support and maintenance of said minor children the same to be payable on the 1st day of each and every month commencing with the 1st day of October 1946 until the further order of the court,"

shall be changed and is hereby changed to read as follows:

> "2. That the care, custody and control of the two minor children, the issue of said marriage, to-wit: Robert Curl, a son, age five years, and Linda Curl, a daughter, age two years, is hereby awarded to the plaintiff, with the privilege to the defendant to visit said minor children at reasonable times.
>
> "3. That the plaintiff have judgment against the defendant for the sum of Thirty ($30.00) Dollars per month for the support and maintenance of said minor children the same to be payable on the 10th day of each month commencing with the 10th day of February, 1949, until the further order of the Court."

Dated this 28 day of January, 1949.

(S) Hugh A Baker
District Judge

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON.

LEO L. ELLSWORTH)
Plaintiff,)
-Vs-) DECREE
JANET H. ELLSWORTH,)
Defendant.)

This cause came on regularly for trial in open court in the courtroom of the entitled Court, at Weiser, in Washington County, Idaho, on this 3rd day of January 1949.

Plaintiff was present in person and by his attorney of record, Frank H. Joseph. Defendant was not present.

Thereupon a trial of said cause was had. Witnesses were sworn and examined on behalf of the plaintiff. No evidence was introduced on behalf of the defendant. The taking of evidence was closed and the cause submitted to the court for decision.

After due deliberation thereof by the Court, the Court finds that the Allegations of said complaint are true, and that the plaintiff is entitled to an absolute divorce from the defendant.

WHEREFORE, By reason of the law and findings it is ORDERED, ADJUDGED, and DECREED That the plaintiff Leo L. Ellsworth be and he is hereby granted divorce from the defendant Janet H. Ellsworth.

Done in open court this 3rd day of January, 1949.

A. O. Sutton
District Judge.

STATE OF IDAHO)
County of Washington)

5686

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, hereby certify that the within and foregoing is a full, true and complete copy of

Decree of Divorce Rendered and entered in the action entitled

Leo L. Ellsworth Plaintiff,-vs- Janet H. Ellsworth

Defendant, as the same appears of record in said Court.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 10th day of January 1949.

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON.

VERNA HOPPER,
Plaintiff,
-vs-
CHARLES HOPPER,
Defendant.

D E C R E E E

This cause came on regularly for trial in open court in the courtroom of the entitled Court, at Weiser, in Washington County, Idaho, on this 3rd day of January 1949.

Plaintiff was present in person and by her attorney of record, Frank H. Joseph. Defendent was not present.

Thereupon a trial of said cause was had. Witnesses were sworn and examined on behalf of the plaintiff. No evidence was introduced on behalf of the defendant. The taking of evidence was closed and the cause submited to the court for decision.

After due deliberation thereof by the court, the Court finds that the Allegations of said complaint are true, and that the plaintiff is entitled to an absolute divorce from the defendant.

WHEREFORE, By reason of the law and findings it is ORDERED, ADJUDGED, and DECREED that the plaintiff Verna Hopper be and she is hereby granted divorce from the defendant Charles Hopper.

Done in open court this 3rd day of January, 1949.

A. O. Sutton
District Judge.

STATE OF IDAHO)
County of Washington)

5687

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, hereby certify that the within and foregoing is a full, true and complete copy of

Decree of Divorce Rendered and entered in the action entitled

Verna Hopper Plaintiff,-vs- Charles Hopper

Defendant, as the same appears of record in said Court.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 10th day of January 1949.

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON

* * * * * * *

ROY STRODE,

Plaintiff,

-vs-

MARY STRODE,

Defendant.

J U D G M E N T

* * * * * * *

The above matter came on regularly to be heard in this court upon the plaintiff's amended complaint, the defendant having been duly and regularly served with summons and process and having accepted the service thereof; and the defendant having appeared by her attorneys Dunlap & Dunlap, and having filed a demurrer to the plaintiff's amended complaint and the said defendant by and through her said attorneys having withdrawn the said demurrer and refused to plead further and consented that the default of the defendant might be entered and that the said matter may be called up for final hearing without further notice to the defendant and that the said defendant does not desire to be heard further in the matter and that if judgment be entered by the court the defendant waives findings of fact and conclusions of law; and the default of the defendant having been entered, witnesses were sworn and examined on behalf of the plaintiff and documentary evidence in the form of a post-nuptial agreement dated July 20, 1948, having been offered and received in evidence, and the court being fully advised in the premises and having arrived at his decision thereon to the effect that the plaintiff was entitled to a divorce on the grounds of cruelty as prayed for in his amended complaint; and both parties having waived findings of fact and conclusions of

law and it appearing to the court that the allegations of plaintiff's amended complaint are true and that judgment should be entered accordingly; now, therefore, it is

ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony heretofore existing between the plaintiff and defendant be, and the same are hereby, severed and the plaintiff and defendant be, and they are hereby, absolutely divorced one from the other; and it is further

ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the post-nuptial agreement and the property rights settled thereby between the plaintiff and defendant be, and the same is hereby, approved and confirmed by the court.

Done in open court this 3rd day of January, 1949.

A. O. Sutton

Judge of the District Court.

STATE OF IDAHO)
County of Washington)

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, hereby certify that the within and foregoing is a full, true and complete copy of

Decree of Divorce Rendered and entered in the action entitled

Roy Strode Plaintiff, against Mary Strode

Defendant, as the same appears of record in said Court.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 10th day of January 1949.

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON

LE ROY GREENSLIT, Plaintiff,

vs.

STELLA GREENSLIT, Defendant.

D E C R E E

(COPY)

This cause came on for hearing before the Court in open court on this the _____ day of January, 1949. The plaintiff was present in person and by attorney; the defendant was present neither in person nor by attorney.

On motion of Ed. R. Coulter, attorney for the plaintiff, the default of the defendant Stella Greenslit, for want of answer or other appearance is duly entered. Thereupon a trial of said action is had. Testimony is introduced on behalf of the plaintiff, the taking of testimony is closed and the cause is submitted to the Court for decision.

After due deliberation thereon by the Court, the Court finds that all of the material allegations of plaintiff's complaint are true.

WHEREFORE, by reason of the law and the evidence in the premises, it is ordered, adjudged and decreed that the plaintiff, LeRoy V. Greenslit be and hereby he is granted an absolute divorce from the defendant, Stella Greenslit.

It is further ordered, adjudged and decreed that the custody of Ronald Vernon Greenslit, the minor child of said parties, hereby is awarded to the plaihtiff during the minority of said minor.

It is further ordered, adjudged and decreed that the defendant, Stella Greenslit shall have the right to visit said minor child of the parties at reasonable times and places.

It is further ordered, adjudged and decreed that the household furniture and furnishings, refrigerator, cooking utensils and dishes be and same hereby are awarded to the defendant, Stella Greenslit.

Done in open court this the 22 day of January, 1949.

A. O. SUTTON
District Judge.

STATE OF IDAHO
County of Washington } ss.

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of LeRoy Greenslit -vs- Stella Greenslit is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 22nd day of January, 1949.

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON.

FLORENCE H. STEWART,
Plaintiff,
vs.
ROBERT S. STEWART,
Defendant.

D E C R E E

The above entitled action came on regularly for hearing in open court at Weiser, Idaho, this 13 day of January, 1949, Geo. Donart appearing as attorney for the Plaintiff, and the defendant not appearing either in person or by counsel, and it appearing to the court that due and legal service of Summons has been made upon the Defendant, and the time allowed by law to the defendant for pleading has expired, and an affidavit showing that the defendant is not engaged in either the Military or Naval Service of the United States of America, having been filed the default of the defendant is duly and legally entered,

Testimony is introduced in behalf of the plaintiff and the evidence being closed, the cause is submitted to the court for consideration and decision,

The Court being fully advised as to the law in the premises finds from the evidence so introduced that all of the allegations contained in the plaintiff's complaint are true, and the plaintiff is entitled to the relief prayed for therein,

NOW, THEREFORE, On motion of Geo. Donart, attorney for the plaintiff, it is hereby ORDERED, ADJUDGED and DECREED that the bonds of matrimony existing between the plaintiff and the defendant, be and they are hereby forever dissolved, and the plaintiff is granted an absolute divorce from the defendant;

And it is further ORDERED, ADJUDGED and DECREED that the plaintiff be and she is hereby awarded the care, custody ahd control of Jim Allen Stewart, a minor son of the plaintiff and the defendant, subject to the rights of the defendant

GEORGE DONART
ATTORNEY AT LAW
WEISER, IDAHO

to visit and be visited by the said Jim Allen Stewart, at all reasonable times.

Done in open court this ____ day of January, 1949.

_____
District Judge.

STATE OF IDAHO }
County of Washington } ss.

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of Florence H. Stewart -vs- Robert S. Stewart is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 16th day of January, 1949.

Naomi Black
Clerk of the District Court

GEORGE DONART
ATTORNEY AT LAW
WEISER, IDAHO

5691

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * * * * * *

WINIFRED WARDLE,

Plaintiff,

vs.

MARION E. WARDLE,

Defendant.

NO. 21878

_____ P. M.

FEB 4 1949

OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

DECREE

* * * * * * * * * * *

THIS CAUSE, Coming on regularly to be heard by the Court without a jury, this 4th day of February, 1949, Delana & Delana, appearing as counsel for the plaintiff, and it appearing that the defendant had been duly and regularly served with Summons and Complaint in said action, and that due and proper proof had been submitted showing the defendant not to have been and not being in the military service pursuant to the terms and conditions of the "Soldiers' and Sailers' Relief Act of 1940" and that default had been duly and regularly entered in said action, THEREUPON Witnesses were sworn and examined on the part of the plaintiff, and the evidence having been closed, the cause was submitted to the Court for its consideration and decision, and the Court being fully advised in the premises, renders its decision as follows:

NOW, THEREFORE, By reason of the law and the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between plaintiff and defendant be and the same is hereby dissolved.

2. That the court hereby affirms and approves the written agreement dated November 9, 1948 between the parties hereto, especially the provisions concerning the custody and support of said child as therein specified.

3. The plaintiff shall have the custody of said minor child, SHANNON RAY WARDLE, subject to the right of the defendant to visit said said child at all reasonable times and to have said child visit him for not to exceed one month during the summer school vacation after said

child reaches the age of six (6) years, provided that the defendant shall return said child to the plaintiff at the end of each of said visits.

4. That the defendant shall pay to the plaintiff the sum of $50.00 per month on the fifth of each month hereafter for the support of said child, except for such periods, if any, as said child may be in the care and custody of the defendant as above provided.

Dated this 4th day of February, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Winifred Wardle
vs. No. 21878
Marion E. Wardle

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of February, 1949.

By Irma Hill, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

MARY LOUISE GRAUPNER
Plaintiff
vs
WILLIAM B. GRAUPNER
Defendant

COPY
NO. 21895
FILED
A. M. P. M.
FEB 4 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

DECREE

This cause came on regularly to be heard in open court this 4th day of February 1949, upon the complaint of the plaintiff herein and the answer of the defendant; J. L. Eberle appearing for the plaintiff and David Doane appearing for the defendant. Oral and documentary evidence having been introduced and the cause submitted to the court for decision and findings of fact, and the court, being fully advised in the premises, decides and decrees:

I.

That findings of fact and conclusions of law were waived by stipulation in writing, filed with the Clerk of this Court.

II.

That plaintiff herein now is, and for more than six weeks immediately preceding the commencement of this action has been, a bona fide resident of the State of Idaho.

III.

That plaintiff and defendant intermarried in New York, New York, on or about June 19, 1945, and ever since have been and now are husband and wife.

IV.

That for more than a year last past said defendant has treated plaintiff herein with extreme cruelty and has inflicted upon her grievous mental suffering, which conduct has impaired and will continue to impair plaintiff's health, all as alleged in the complaint

herein, and by reason thereof the said plaintiff is entitled to a decree of divorce.

V.

That there are no issue of said marriage and no community property; that an agreement settling their property rights was made and entered into by and between the parties on October 28, 1948, which agreement is sustained by the evidence in this cause and should be approved and confirmed, an executed copy of which agreement is in evidence herein and filed in the files of this court and cause, marked "Exhibit A", and by this reference made a part of this decree, and said plaintiff is also entitled to the restoration of her maiden name, Mary Louise Graham.

WHEREFORE, IT IS NOW ORDERED, ADJUDGED AND DECREED:

(a) That the bonds of matrimony existing between said plaintiff, Mary Louise Graupner, and said defendant, William B. Graupner, be, and the same are hereby, dissolved absolutely, and the said parties are, and each of them is, freed and released from the obligations thereof.

(b) That said written agreement made and entered into by and between the parties hereto on October 28, 1948, an executed copy of which is filed in this court and cause, marked "Exhibit A", as hereinbefore mentioned, be and the same is hereby ratified and approved and confirmed by this court, and that by reference thereto is incorporated in and made a part of this decree, as fully and effectually as if set forth at length herein.

(c) That the maiden name of said plaintiff, Mary Louise Graham, be and hereby is, restored to her.

DONE IN OPEN COURT IN Ada County, State of Idaho, this 4th day of February 1949.

CHARLES E. WINSTEAD

District Judge

STATE OF IDAHO, } ss.
County of Ada

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Mary Louise Graupner
vs. No. 21895
William B. Graupner

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of February, 1949.

By Inna Fiely, Deputy.

Otto F. Peterson
Clerk.

5693

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

J.E. TURNER,

Plaintiff,

-vs-

GLADYS B. TURNER,

Defendant.

COPY

DECREE

FILED

No. 2:18:7 P.M.

FEB 4 1949

OTTO F. PETERSON, Clerk

By A. CLYDE EAGLESON DEPUTY

* * * * * *

THIS CAUSE, Coming on to be heard, this 4th day of February, 1949, at 10:00 o'clock A.M., and it appearing that due and proper services of process as required by law was had upon the Defendant Gladys B. Turner, on the 11th day of January, 1949, and the Defendant having failed to appear or answer to Plaintiff's Complaint, in the time allowed by law for answer, and the Plaintiff appearing in person and by his attorneys, Fredricks & Jeppesen, and the Defendant failing to appear specially or otherwise and the said cause being tried upon the complaint and the testimony of the Plaintiff, and the residence of the Plaintiff having been corroborated by additional testimony, and the matter having been submitted for judgment and the Court having considered all the evidence, from which it appears that the allegations of the Complaint are true and the law and the premises being by the Court understood and considered;

AND AS CONCLUSIONS OF LAW, from the foregoing, the Court finds that the Plaintiff is entitled to a divorce from the Defendant, upon the grounds of extreme cruelty; that there are no children born of the marriage of Plaintiff and Defendant, and no community property has been accumulated by the parties;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED: That:

LAW OFFICES
—
FREDRICKS
&
JEPPESEN
—
201 FIDELITY BLDG.
BOISE, IDAHO

1. That the Bonds of matrimony, heretofore existing between the Plaintiff, J.E. TURNER and the Defendant, GLADYS B. TURNER, be and the same is hereby dissolved and forever held for naught and the Plaintiff is hereby divorced from the Defendant.

2. That the Defendant's former name of Gladys B. Claar, be and the same is hereby restored to her.

Dated this 4th day of February, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO)
: ss
COUNTY OF ADA)

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original decree of divorce, J.E. TURNER, versus GLADYS B. TURNER, filed in the above entitled action, and now remaining on file in my office in Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of February, 1949.

OTTO F. PETERSON
Clerk

By: [signature]
Deputy

LAW OFFICES
FREDRICKS
&
JEPPESEN
201 FIDELITY BLDG.
BOISE, IDAHO

5694

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR ADA COUNTY

JEANETTE VAN ETTEN

Plaintiff,

vs.

JOHN B. VAN ETTEN

Defendant,

COPY
NO 21394
FILED
A. M. P. M.
FEB 4 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

DECREE

THIS MATTER HAVING COME ON REGULARLY TO BE HEARD ON THIS 4th day of February, 1949, the default of the defendant having been duly entered for failure to appear or plead within the time allowed by law; the Court having heard the testimony on behalf of the plaintiff and being duly advised and finding the material allegations of plaintiff's complaint to be true,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that the plaintiff be and hereby is divorced from the defendant and the marriage heretofore existing between the plaintiff and defendant is dissolved.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that plaintiff's former name of JEANETTE FITE be and hereby is restored to her.

CHARLES E. WINSTEAD

Charles E. Winstead
District Judge

Dated FEB 4 - 1949

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE: JEANETTE VAN ETTEN

vs. No. 21394

JOHN B. VAN ETTEN

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of February, 1949.

By Irma Hiel, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

5695

* * *

COPY

NO. 21919

FILED

A.M. P.M.

FEB 8 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL Deputy

R. KIRK WEATHERFORD,

Plaintiff

-vs-

ALICE C. WEATHERFORD,

Defendant.

* * *

DECREE OF DIVORCE

THIS CAUSE Coming on regularly to be heard this 2nd day of February, 1949, before the Court without a jury, plaintiff appearing by his attorney and in person, and the defendant not appearing, either in person, by attorney, or otherwise, and it appearing that the defendant was duly served pursuant to the manner and method as provided by statute with Service of Summons and Complaint, and that the time for answer has elapsed and that the defendant has refused to plead in this cause within the time allowed by law, or at all, and that the default of the defendant has been regularly entered thereon, and that the plaintiff having submitted testimony fully corroborated in support of his cause and the Court having heard all the evidence or proof submitted and duly considering the same, finds all allegations in the plaintiff's complaint are true and that the plaintiff is entitled to the relief sought.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this

does order, adjudge and decree that the bonds of matrimony heretofore existing between the plaintiff, R. Kirk Weatherford and the defendant, Alice C. Weatherford, are hereby dissolved and held for naught, and each of the parties are hereby freed from all the obligations of matrimony thereunder.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant, Alice C. Weatherford be and is hereby restored her maiden name, Alice C. Spillman.

Done in Open Court this 8th day of February, 1949.

CHARLES E. WINSTEAD
DISTRICT JUDGE

STATE OF IDAHO)
COUNTY OF ADA) ss

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce Case No. 21919, filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of February, 1949.

Otto F. Peterson
Clerk

BY Irma Hill
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

MABELLE McREA,

Plaintiff,

v.

TERRANCE E. McREA,

Defendant.

COPY

DECREE OF DIVORCE

No. 27847 FILED FEB 10 1949 A.M. P.M.

OTTO F. PETERSON, Clerk
By B. CLYDE BAGLESON DEPUTY

This matter coming on regularly for trial before the Court without a jury on this 4th day of February, 1949, the plaintiff appearing in person and with counsel, Wm. F. Galloway, and defendant having appeared by and through his counsel, Claude V. Marcus, by filing a general demurrer, said demurrer having been overruled and the defendant having declined to plead further, witnesses were sworn and evidence was introduced in behalf of plaintiff, the matter having been submitted to the Court and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the allegations in plaintiff's complaint are true and that the defendant is guilty of extreme cruelty as alleged in the complaint filed herein and that the plaintiff is entitled to a decree of divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff and defendant be, and the same are hereby dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That Mabelle McRea have custody of the parties' minor child, Sheila Lucky McRea, with the provision that defendant may visit said child at all reasonable times and places and may have said child visit him during the three summer months when she attains the age of four years.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That defen-

dant pay plaintiff the sum of $50.00 per month for the support of said child to November 15, 1949, and that he pay plaintiff the sum of $100.00 on December 1, 1949, which is to apply as support during the time to that date; support payments for the months following November 15, 1949 are subject to further order of this Court.

Dated and signed at Boise, Idaho, this 10th day of February, 1949.

Chas. F. Koelsch
District Judge

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 10th day of February, 1949.

OTTO F. PETERSON
Clerk

By B. Clyde Eagleson
Deputy

5697

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

COPY

NO 21927

FILED

A. M. P. M.

FEB 11 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

MARTHA K. MACNAMARA HARRIS,

Plaintiff,

-vs-

KENNETH EARL HARRIS,

Defendant.

D E C R E E

THIS CAUSE, Coming on to be heard this 11th day of February, 1949, at 10:00 o'clock A.M., and it appearing that due and proper service of process as required by law was had on the Defendant, KENNETH EARL HARRIS, on the 15th day of January, 1949, and the defendant having failed to appear or answer to plaintiff's complaint in the time allowed by law for answer, and the plaintiff appearing in person and by her attorneys, Fredricks & Jeppesen, and the defendant failing to appear specially or otherwise and the said cause being tried upon the complaint and the testimony of the plaintiff, and the residence of the plaintiff having been corroborated by additional testimony and the matter having been submitted for judgment and the Court having considered all the evidence from which it appears that the allegations are true and the law and the premises by the Court understood and considered;

AS CONCLUSIONS OF LAW, From the foregoing, the Court finds that the plaintiff is entitled to a divorce from the defendant upon the grounds of extreme cruelty; that there are no children born of the marriage of plaintiff and defendant and that no community property has been accumulated by the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, MARTHA K. MACNAMARA HARRIS and the Defendant, KENNETH EARL HARRIS, be and the same is hereby dissolved and held for

LAW OFFICES
FREDRICKS & JEPPESEN
201 FIDELITY BLDG.
BOISE, IDAHO

naught, and that the plaintiff is hereby divorced from the defendant.

Dated: This 11th day of February, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO)
: ss
COUNTY OF ADA)

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original decree of divorce, MARTHA K. MACNAMARA HARRIS, versus KENNETH EARL HARRIS, filed in the above entitled action, and now remaining on file in my office in the City of Boise, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 11th day of February, 1949.

Otto F. Peterson
Clerk

By: Irma Hill
Deputy

LAW OFFICES
FREDRICKS & JEPPESEN
201 FIDELITY BLDG.
BOISE, IDAHO

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

JAMES D. HILL,
Plaintiff
-vs-
AUZINE G. HILL,
Defendant.

COPY
NO. 21902
FILED
A. M. P. M.
FEB 11 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

D E C R E E

THIS CAUSE, Coming on for hearing this 11th day of February, 1949, at 10:00 o'clock A.M., and it appearing to the Court that due and proper service of process as required by law was had upon the Defendant, AUZINE G. HILL, and plaintiff appearing in person and by his Attorneys, Fredricks & Jeppesen, and defendant failing to enter her appearance specially or otherwise and the said cause being tried upon the Complaint and testimony of Plaintiff and the matter having been submitted for judgment and the Court having considered all the evidence from which it appears that the material allegations of the complaint are found to be true and one and singular the law and the premises being by the Court understood and considered; and

AS CONCLUSIONS OF LAW, From the foregoing, the Court finds that the plaintiff, JAMES D. HILL, is entitled to a decree dissolving the bonds of matrimony between the plaintiff and the defendant upon the grounds of extreme cruelty; that no children were born of this marriage and that no community property is owned by plaintiff and defendant herein;

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between plaintiff JAMES D. HILL and defendant AUZINE G. HILL, be

LAW OFFICES
—
FREDRICKS
&
JEPPESEN
—
201 FIDELITY BLDG.
BOISE, IDAHO

and they are hereby dissolved and forever held for naught, and it is further ordered that Defendant's maiden name, AUZINE G. BIRCHFIELD be and it hereby is restored.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: James D. Hill
vs. No. 21902
Auzine G. Hill

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 11th day of February, 1949.

By Ioma Hill, Deputy.

Otto F. Peterson
Clerk.

5699

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

EDNA M. HALE,

Plaintiff,

vs.

DE WAINE C. HALE,

Defendant.

JUDGMENT AND DECREE

COPY
NO. 2186a
FILED
A. M. P. M.
FEB 11 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

This cause coming on regularly to be heard on the 11th day of February, 1949, before the Court without a jury, Elam and Burke, attorneys appearing for said plaintiff and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and that the time for answering, demurring or appearing has expired and that the default of said defendant De Waine C. Hale, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered herein.

WHEREUPON evidence, duly corroborated as required by law, was introduced by the plaintiff from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility and sufficiency; and it further appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and the premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED AND THIS DOES ORDER ADJUDGE AND DECREE:

1. That the bonds of matrimony between plaintiff and defendant be and the same are hereby forever dissolved.

2. That the care, custody and control of the minor child of plaintiff and defendant, De Waine Clinton Hale, be and the same is hereby awarded to plaintiff.

Dated February 11th, 1949.

CHARLES E. WINSTEAD
District Judge

ELAM AND BURKE
ATTORNEYS AT LAW
BOISE, IDAHO

C E R T I F I C A T E

STATE OF IDAHO,)
) ss.
COUNTY OF ADA.)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree:

EDNA M. HALE, Plaintiff,

vs. No. 21860

De Waine D. Hale, Defendant

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 11th day of February, 1949.

OTTO F. PETERSON, Clerk

By Dona Hill
Deputy

4

5700

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

GRACE A. SCHOONOVER,
Plaintiff & Cross-Defendant,
vs.
HAVEN E. SCHOONOVER,
Defendant & Cross-Plaintiff.

COPY
NO. 21174
FILED
A.M. P.M.

JUDGMENT AND DECREE

FEB 17 1949
OTTO P. PETERSON, Clerk
BY IRMA HILL
DEPUTY

THIS CAUSE Came on regularly for trial July 8, 1948 on plaintiff's complaint and defendant's answer thereto, and on defendant and cross-plaintiff's cross-complaint and plaintiff and cross-defendant's answer to the cross-complaint, the plaintiff and cross-defendant appearing in person and by her attorney, Thornton D. Wyman, and the defendant and cross-plaintiff appearing in person and by his attorney, Dale Clemons. Witnesses were sworn and oral and documentary proofs offered by the respective parties. The testimony was not completed on July 8, 1948, and the matter was continued, and again on December 1 and December 2, 1948 the plaintiff and cross-defendant appeared in person, represented by her attorney, A. T. Fredricks of Fredricks and Jeppesen, and the defendant and cross-plaintiff appeared in person, represented by his attorney, Dale Clemons, and further proofs were offered by the respective parties. The defendant and cross-plaintiff, with leave of the court, filed an amended answer and cross-complaint, and the plaintiff and cross-defendant, with leave of the court, filed her answer thereto.

The court, having duly considered the law and the evidence, and having rendered its decision herein in writing, consisting of findings of fact and conclusions of law:

NOW, THEREFORE, In accordance therewith:

IT IS ORDERED, ADJUDGED AND DECREED And this does order, adjudge and decree that the defendant and cross-plaintiff is granted a divorce from plaintiff and cross-defendant upon the ground of extreme cruelty, and that the bonds of matrimony heretofore existing between the parties are dissolved, and each of the parties is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the care, control and custody of the minor child of the parties, to-wit: James Haven Schoonover, be and the same is hereby awarded to defendant and cross-plaintiff, Haven E. Schoonover: Provided, however, that the plaintiff and cross-defendant shall have reasonable rights of visitation, and that such rights of visitation shall consist of the right of the plaintiff and cross-defendant to have the child each week for a period of twenty-four hours, beginning at any time the plaintiff and cross-defendant elects to receive said child, after 4:00 o'clock P.M., each Saturday. However, should defendant and cross-plaintiff for any reason have made other plans for said minor child during said period, plaintiff and cross-defendant shall be entitled to visit and have the child with her for a twenty-four hour period of her choosing prior to Friday of the following week in lieu of the preceding twenty-four hour week-end period hereinabove mentioned.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant and cross-plaintiff shall have as his sole and separate property the following:

REAL PROPERTY:

The South Half (S½) of Block Eight (8) of Cruzen Mountain View Addition to Boise City, Ada County, State of Idaho; together with all water and water rights thereunto belonging or in any wise appertaining.

All right, title and interest in and to Lots One (1) and Two (2), and Lots Twenty-five (25) to Thirty-two (32) inclusive, all in Block Eight (8) of Cruzen Mountain View Addition to Boise City in Ada County, State of Idaho, together with all water and water rights thereunto belonging or in any wise appertaining, under contract of sale dated November 17, 1947, wherein Edna L. Cruzen, a widow, agreed to sell the above described lots to H. E. Schoonover.

Lots Thirteen (13), Fourteen (14) and Fifteen (15) of Quirk Subdivision to Boise City, Ada County, State of Idaho, as per plat filed October 25, 1912 with the recorder of Ada County, Idaho, in Book Six (6) of Plats at page 273 thereof, also shown on the proposed division of said three lots shown by the map made by C. C. Stevenson, certified under date of March 31, 1937, which is now on record in Book Nine (9) of Plats at page 427 thereof, records of Ada County, Idaho;

Together with all water and water rights thereunto belonging or in any wise appertaining.

PERSONAL PROPERTY:

Twenty-one thousand shares of Class B stock in Northwest Flying Service, Inc., an Idaho corporation, represented by certificates numbered One to Eleven inclusive.

One Continental Lincoln Sedan.

All furniture, fixtures and equipment of whatsoever kind or nature located in or upon any of the above described real property, together with all other personal property owned by the parties, save and except one sewing machine and typewriter, and plaintiff's personal effects.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff and cross-defendant immediately deliver over to defendant and cross-plaintiff the real and personal property which is now in her possession and which has hereby been set aside to defendant and cross-plaintiff, and that should plaintiff and cross-defendant fail to so deliver possession of said property to the defendant and cross-plaintiff a writ of restitution shall issue therefor.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff and cross-defendant shall have as her sole and separate property the sum of $9,804.00, which said sum the defendant and cross-plaintiff is hereby directed to pay to plaintiff and cross-defendant as follows: $7,890.59 within five days of the date of this decree, and the further and additional sum of $1,913.41 on or before ninety days from date of this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant and cross-plaintiff assume and pay obligations incurred by plaintiff and cross-defendant within ninety days from date hereof, in the sum of $1,005.12, as follows, to-wit:

Firestone Store	$ 11.45
Foster Furniture	434.37
Dr. Bruce C. Budge	322.00
Dr. L. D. Anderson	25.50
St. Alphonsus Hospital	25.00
Dr. David Springer	9.00
Hyde Park Plumbing	20.00
E. B. Glenn	14.30
Holland Furnace	12.00
Baird's Cleaners	16.50
City Electric	60.00
St. Luke's Hospital	55.00

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant and cross-plaintiff pay unto plaintiff and cross-defendant and her attorneys, Fredricks and Jeppesen, as attorney fee, the sum of $300.00 within five days from date of this decree.

DATED This 17TH day of February, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Judgment and Decree: Grace A. Schoonover

vs.

No. 21174 Haven E. Schoonover

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17th day of February, 1949.

By Irma Hill, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

Copy NO. 21925 FILED P. M. FEB 18 1949 PETERSON CLERK DEPUTY

NORMA L. GLASSINGER
Plaintiff,

vs.

THEODORE G. GLASSINGER
Defendant.

DECREE OF DIVORCE.

This cause came on to be heard in open Court on the 18 day of February, 1949, the plaintiff appearing in person and by Creed W. Mullins, her attorney, and the defendant appearing not;

The Court having examined the records and files in this cause and it appearing therefrom that a complaint was duly and regularly filed in the above entitled Court and cause on the 15th day of January, 1949, and the defendant was personally served with Summons in Caldwell, Canyon County, Idaho, on the 20th day of January, 1949, that more than twenty days have elapsed since said service, and the said defendant has failed to answer or otherwise appear herein;

And it appearing further from the affidavit of plaintiff on file herein that the defendant is not in the military service of the United States;

WHEREFORE, Upon motion of Creed W. Mullins, attorney for plaintiff, for a default, the default of the defendant was duly and regularly entered;

After the entry of the default of said defendant, witnesses were sworn and the plaintiff offered proof in the support of the allegations of her complaint, after with which the Court being fully advised in the premises, decided that the plaintiff

was entitled to the relief prayed for in her complaint.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does Order, Adjudge and Decree, that the bonds of matrimony now existing between the plaintiff and the defendant be and the same are hereby forever dissolved and the parties hereto released therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does Order, Adjudge and Decree, that the plaintiff be, and she is hereby awarded the care, custody and control of Terry Gene Glassinger, the minor child of plaintiff and defendant, with the right of visitation on the part of the defendant at all reasonable times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does Order, Adjudge and Decree, that the said defendant pay to the plaintiff the sum of ~~$50.00~~ 25.00 per month for the support, care and maintenance of said minor child until further Order of this Court, the first of said payments shall begin on the 1 day of April, 1949, and all subsequent payments on the 1st day of each and every month thereafter.

Dated at Boise, Idaho, this the 18 day of February, 1949.

CHAS. F. KOELSON

DISTRICT JUDGE.

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree Glassinger vs Glassinger Case # 2928

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18 day of Feb., 1949.

By B. Opie Eaglison, Deputy.

OTTO F. PETERSON

Clerk.

5702

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT, OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

TREVA MAE BUZZARD,
Plaintiff,
- vs -
JACOB D. BUZARD,
Defendant.

D E C R E E.

FILED 2:47 P. M. FEB 21 1949 OTTO F. PETERSON, Clerk By B. CLYDE EAGLESON DEPUTY

THIS CAUSE, Came on for hearing, upon the complaint herein, the proof and testimony in said action.

AND THE COURT FINDS; That the defendant was regularly served with Summons in this action, in Canyon County, Idaho, and that he has failed to appear herein, in the time allowed by law or at all, and proof having been submited, that the defendant is not now engaged in any branch of the Military Service of the United States, the default of the defendant, Jacob D. Buzzard has been duly entered herein.

AND THE COURT FURTHER FINDS; That all the ~~material~~ allegations of the complaint are true, and the plaintiff is entitled to a decree of divorce upon the grounds of extream cruelty, and to the restitution of her maiden name, Therefore:

IT IS ORDERED, ADJUDGED AND DECREED, By this Court:

That the bonds of matrimony existing between the plaintiff and defendant be dissolved, and they are hereby absolutly divorced from each other;

That the plaintiff' maiden name, to wit: Treva Mae Leach, is hereby restored to her.

Dated this 21st day of February, 1949.

CHAS. F. KOELSCH
District Judge.

CERTIFICATE

STATE OF IDAHO, } ss.
County of Ada

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of ~~Ada~~, do hereby certify that the foregoing is a true and correct copy of the original Deerell, Buzzard vs Buzzard Case # 21941

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of Feb., 1949.

Otto F. Peterson Clerk.

By B. Lyle Eagleson, Deputy.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * * * *

COPY

NO 21894

FILED

A. M. P. M.

FEB 25 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

CATHERINE HAMILTON,

Plaintiff,

-vs-

GEORGE HAMILTON,

Defendant.

DECREE

* * * * * * * * *

THIS CAUSE, Coming on regularly to be heard by the Court without a jury, this 25th day of February, 1949, Delana & Delana, appearing as Counsel for the Plaintiff, and it appearing that the Defendant had been duly and regularly served with Summons and Complaint in said action, and that due and proper proof had been submitted showing the defendant not to be and not having been for more than one year in the Military Service pursuant to the terms and condition of the "Soldiers and Sailors" Relief Act of 1940" and that default had been duly and regularly entered in said action, THEREUPON Witnesses were sworn and examined on the part of the plaintiff and the evidence having been closed, the cause was submitted to the Court for its consideration and decision, and the Court being fully advised, in the premises, renders its decision as follows:

NOW, THEREFORE, By reason of the law and the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between plaintiff and defendant be and the same is hereby dissolved.

2. That the plaintiff is given the custody of the minor child of the parties hereto, NORENE CATHERINE HAMILTON, subject to the right of the defendant to visit said child at all reasonable times and to have said child visit him for one month during the summer school vacation after said child shall have reached school age, provided that the defendant shall return said child at the plaintiff's home at the end of each of each of said visits.

3. That the defendant pay to the plaintiff for the support of said child the sum of $40.00 per month payable on the tenth of each and every month.

Dated this 25th day of February, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree: Catherine Hamilton vs George Hamilton No. 21894 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of February, 1949.

By Irma Hill, Deputy.

Otto F. Peterson
Clerk.

5704

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

* * *

FLORENCE HARTLEY FISHER,

Plaintiff,

-vs-

LE ROY VERNON FISHER,

Defendant.

* * *

NO. 21947
FILED
A. M. P. M.
FEB 25 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

D E C R E E

The above entitled cause came on regularly to be heard and tried before the court at Boise, Ada County, Idaho, on the 25th day of February, 1949, the plaintiff appearing in person and by her attorneys, Anderson and Thomas, and the defendant not appearing either in person or by attorney;

And upon said hearing, it satisfactorily appearing to the court that the defendant herein, LeRoy Vernon Fisher, was personally and duly served with summons herein attached to a copy of the complaint referred to in the said summons and on file in this cause, and the defendant having acknowledged service of process and the time for answering or otherwise pleading to the complaint having expired, and no answer, demurrer, or other plea having been filed; and the default of the defendant, LeRoy Vernon Fisher, having been duly entered according to law, and the court having heard the testimony introduced in behalf of the said plaintiff and in support of her complaint; and upon consideration of the

said testimony the court finds upon the cause of action of the plaintiff the issues in favor of said plaintiff and against the said defendant and finds that the said defendant has been guilty of extreme cruelty of and towards the plaintiff as set forth in said complaint and that by reason thereof said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between plaintiff and defendant dissolved and to be divorced from the said defendant;

The court further finds that the said plaintiff has been a bona fide resident of, and has continuously resided in, the State of Idaho for more than six weeks immediately preceding the commencement of this action;

The court further finds that under date of the 20th day of January, 1949, the parties hereto made and entered into a separation and property settlement agreement in complete settlement of all their property rights and further finds that the said separation and property settlement agreement is in all respects fair and equitable and should be approved, confirmed and made a part of this decree.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between the plaintiff Florence Hartley Fisher and the defendant LeRoy Vernon Fisher be, and the same hereby is, dissolved and set aside, and the said plaintiff be, and she hereby is, forever divorced from the defendant, and each the said plaintiff and the same defendant is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the court hereby ratifies and confirms the property settlement agreement entered into by and between the parties hereto and does hereby order, adjudge and decree that the plaintiff, Florence Hartley Fisher, is the owner in fee simple as her sole and separate property of the following described real property situate in Canyon County, Idaho, to wit:

Beginning at the corner of sections twelve and thirteen on east boundary of township 4 north, range 2 west of the Boise Meridian; thence north 0°22' east 20.00 chains, to piece of plow share in middle of highway and place of beginning; thence south 89°36' west 20.40 chains; thence north 0.42 chains; thence north 89°45' west 2.98 chains; thence north 79°0' west 2.00 chains to flat iron road, southwest corner; thence north 0°04' east 5.19 chains to iron pipe, northwest corner; thence north 89°36' east 25.00 chains to iron axle on property line; thence north 89°36' east 0.37 chains to center of road, northeast corner; thence south 0°22' west 6.00 chains to place of beginning; also

Beginning at the northeast corner of the southwest quarter of the southeast quarter of section 12, township 4 north, range 2 west, Boise Meridian; thence west 687 feet; thence at right angles south 87 feet; thence in a southeasterly direction along and parallel with the northerly boundary of the State highway to a point in the east line of the southwest quarter of the southeast quarter 321.75 feet south of the point of beginning; thence north to the point of beginning, containing 5 acres more or less, and lying and being in the southwest quarter of the southeast quarter of said section 12, township and range aforesaid; and

Beginning at the northeast corner of the southwest quarter of the southeast quarter of section 12, township 4 north, range 2 west, Boise Meridian; thence due north 28 feet to the north bank of the Central Park Ditch; thence westerly along the north bank of said ditch 198 feet; thence about west of northwest 544 feet to the intersection of the north bank of said ditch; thence due south to the line between the southwest quarter of the southeast quarter and the northwest quarter of the southeast quarter of said section 12,

township and range aforesaid; thence east along the 1/16 line 687 feet to the point of beginning, containing 1-1/5 acres more or less, and situate within the northwest quarter of the southeast quarter of section 12, township and range aforesaid; also

Beginning at a point 50 feet west and 68½ feet north of the southwest corner of the southeast quarter of the southeast quarter of section 12, township 4 north, range 2 west, Boise Meridian; thence running north and parallel to the section line, 942 feet; thence northwesterly parallel to the Boise and Interurban Railway company's tract 809 feet; thence south 1093.2 feet; thence east 795.4 feet to the point of beginning and containing 18.7 acres, more or less, and lying and being in the southwest quarter of the southeast quarter of said section 12, township and range aforesaid, and all the foregoing premises lying and being in Canyon County, State of Idaho, together with all water and water rights, ditches and ditch rights, including all water rights as evidenced by certificates of stock in the Middleton Mill Ditch Company, a corporation. Less rights-of-way thereon.

There is excepted from the foregoing described premises that portion thereof heretofore conveyed to Boise Interurban Railway Company, Ltd., a corporation, which deed of conveyance is dated November 24, 1906, and recorded December 26, 1906, in Book 42 of Deeds at page 297, all records of Canyon County, Idaho;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff shall have as her sole and separate property for her sole and separate use and benefit forever the six head of dairy cattle, two horses, four calves, one heifer, all the feed, all farm machinery, equipment and tools of every kind, nature and description and all household goods, furniture, fixtures and effects now located upon the above described real property all as set forth in the said separation and property settlement agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the maiden name of plaintiff, to wit, Florence Hartley, be, and the same hereby is, restored to plaintiff.

Dated this 25th day of February, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Florence Hartley Fisher

vs No. 21947

Le Roy Vernon Fisher

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of February, 1949.

By Ioma Hill, Deputy.

Otto F. Peterson
Clerk.

5-fw

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

LaVi A. FREEMAN,

Plaintiff,

v.

W. FRANK FREEMAN,

Defendant.

COPY

DECREE OF DIVORCE

FILED
FEB 25 1949
A.M. P.M.
OTTO F. PETERSON, Clerk
By I. CLYDE EAGLESON DEPUTY

This matter coming on regularly for trial before the Court without a jury on this 25th day of February, 1949, the plaintiff appearing in person and with counsel, Wm. F. Galloway, and defendant having appeared by and through his counsel, E. B. Smith, by filing a general demurrer, which demurrer was by the Court overruled and the defendant declined to plead further; witnesses were sworn and evidence was introduced by and on behalf of plaintiff, and no evidence was introduced by and on behalf of defendant and the parties thereupon rested; the court having found, and hereby finds, that each and all of the allegations of plaintiff's complaint are true; the matter having been submitted to the Court and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby dissolved.

That plaintiff LaVi A. Freeman have the custody of the parties' minor child, Julia Ann Freeman, provided that defendant may visit and have said child visit him at all reasonable times and places.

That defendant pay the sum of $30.00 per month for the support of said child during her minority, said payments to be

made on the first day of each month and to apply to the preceding month, and, that said payments shall be made by defendant to the person having the actual care and expense of said child during the preceding month.

DATED AND SIGNED at Boise, Idaho, this 25th day of February, 1949.

Chas. F. Koelsch
District Judge

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of February, 1949.

OTTO F. PETERSON
Clerk of the District Court
By _____ Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

FILED Anna Keeye

FEB 2 3 04 PM

RICHARD M. GRAVES,

Plaintiff,

-vs-

FERN ELIZABETH GRAVES,

Defendant.

DECREE.

The above entitled cause came on for hearing before the Honorable Isaac McDougall, district judge, this 2nd day of February, 1949, the plaintiff appearing in person and by his attorney, C. M. Jeffery, and the defendant not appearing in person or by counsel, and the default of the defendant having been duly entered, and it appearing to the satisfaction of the court that the defendant was served personally with Summons and Complaint in Payette, Idaho; and the court having heard the testimony of the plaintiff and a witness testifying in behalf of the plaintiff, the court finds:

1. That the plaintiff is a resident of Bannock County, Idaho, and has been for more than one year immediately last past.

2. That the plaintiff and the defendant were married at Payette, Idaho, February 19, 1943, and since said date have been and now are husband and wife.

3. That there is no community property to be effected by a decree of divorce, and no children the issue of said marriage.

4. That the defendant has been guilty of wilful and intentional desertion since January 8, 1947, as alleged in the plaintiff's Complaint.

5. That on the 6th day of January, 1949, the plaintiff and the defendant entered into a property settlement agreement, which is in writing and duly executed and acknowledged by both parties, and which written property settlement agreement is attached to and made

a part of this decree of divorce, which said agreement is approved by the court, and under the terms and conditions thereof the plaintiff is to pay to the defendant the sum of $300.00, payable $50.00 on the first day of February, 1949, and $50.00 on the first day of each and every month thereafter until paid, ending on the first day of July, 1949, in full settlement of all claims of every kind and nature of the defendant.

6. That a decree of divorce should be granted to the plaintiff, and the plaintiff should be required to pay to the defendant said sum of $300.00 as provided in said property settlement agreement.

IT IS ORDERED, ADJUDGED, AND DECREED, That the bonds of matrimony existing between the plaintiff and defendant be wholly dissolved and each party released from all obligations thereof, and restored to the status of single, unmarried persons.

2. That the plaintiff pay to the defendant the sum of $300.00 lawful money of the United States of America, payable $50.00 February 1, 1949, and $50.00 on the first day of each succeeding month until said sum of $300.00 is fully paid.

Done at Pocatello, Idaho, this 2nd day of February, 1949.

ISAAC McDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Richard M. Graves, Plaintiff -vs- Fern Elizabeth Graves, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 14th day of February, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

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FILED
Anna Keefer
CLERK AND EX-OFFICIO RECORDER
BANNOCK COUNTY, IDAHO.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

FEB 3 1949 11 17 AM

VICTORIA J. MC CULLY, :
Plaintiff, :
-vs- : DECREE
WILLIAM H. MC CULLY, :
Defendant. :

This cause came on regularly for hearing on this 3rd day of February, 1949, before the Honorable L. E. Glennon, Judge of the above entitled court, the plaintiff appearing in person and by counsel, P. A. Mc Dermott, and the defendant neither appearing in person or by counsel, and it appearing that the defendant was duly and regularly served with summons and complaint in this action, according to law, and that the defendant failed to appear and answer, or otherwise plead within the time allowed by law, or at all, and that the default of said defendant has been duly and regularly entered herein:

Whereupon, evidence was offerred and received for and on behalf of the plaintiff in support of the allegations of her complaint, from which it appears that the allegations of said complaint are true, and said matters so alleged and proved on behalf of plaintiff are sufficient to entitle her to the relief prayed for in her complaint;

Now, on the motion of P. A. Mc Dermott, attorndy for plaintiff, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby dissolved and the parties freed from all obligations thereof;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff is hereby awarded the custody and control of the minor child, Mary Ann Mc Cully, age eight years, and that the defendant shall pay to the plaintiff the sum of $25.00 per month for the support and maintenance of said child.

Dated this 3rd day of February, 1949.

L. E. GLENNON
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Victoria J. McCully, Plaintiff -vs- William H. McCully, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 14th day of February, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

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Anna Keeps

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF BANNOCK.

FEB 11 1949 3 10

J. H. CALL,
Plaintiff,
-vs-
MARGARET E. CALL,
Defendant.

DECREE.

The above entitled cause came on for hearing this 17th day of February, 1949, before the Honorable Isaac McDougall, District Judge, the plaintiff appearing in person and with his attorney, C. M. Jeffery, and the defendant not appearing in person or by counsel, and it appearing from the records in said cause that the defendant was served personally with Summons and Complaint within Bannock County, State of Idaho, and that the defendant failed to appear in said cause, or to plead to the plaintiff's Complaint within the time provided by law; and that the default of the defendant has been duly entered. The court having heard the testimony of the plaintiff, and the testimony of a witness testifying in behalf of the plaintiff, the court finds:

1. That the plaintiff and the defendant are residents of Bancroft, Caribou County, State of Idaho, and have been for a number of years immediately last past.

2. That the plaintiff and defendant were married at Montpelier, Idaho, on June 23, 1928, and since said date have been and now are husband and wife.

3. That there are two minor children the issue of said marriage, towit: MARGENE CALL, age approximately three years and four months, and CHRISTIAN HYRUM CALL, age approximately three and a half years.

4. That the plaintiff and the defendant are the owners in fee simple of the following described real property, to-wit:

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ATTORNEY-AT-LAW
POCATELLO, IDAHO

Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12) in Block Eight (8), Bancroft Townsite, Bancroft, Caribou County, Idaho,

5. That the plaintiff and the defendant are the owners of a 1947 Frazer Sedan and a 1948 DeSota Sedan, together with all furniture, household goods, fixtures of every kind and nature within the dwelling house located on lots 9, 10, 11, and 12, Block 8, Bancroft Townsite, Caribou County, Idaho, and United States Government savings bonds of an approximate value of Two Thousand Dollars ($2,000.00), payable to either plaintiff or defendant.

6. Plaintiff and defendant have a community interest in all real property described in the plaintiff's Complaint, exhibits "B", "C", and "D".

7. That the plaintiff and the defendant have an undivided community interest in all personal property described in paragraph seven (7) of the plaintiff's Complaint.

8. That the plaintiff and the defendant entered into a property settlement agreement as alleged in paragraph ten (10) of plaintiff's Complaint.

9. That the defendant has been guilty of extreme cruelty as alleged in plaintiff's Complaint.

10. That the plaintiff and the defendant in pursuance to said property settlement agreement have executed quitclaim deeds in pursuance of said property settlement agreement, and the court finds said property settlement agreement fair in all respects, and that the same should be carried into force and effect in the Decree of Divorce, and said agreement is hereby approved.

11. That the custody and control of the two minor children should be awarded to the defendant until further order of the court, with the right of the plaintiff to visit said minor children at all reasonable times and places.

12. That the plaintiff should be required to pay to

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POCATELLO, IDAHO

the defendant the sum of One Hundred Dollars ($100.00) per month for the support of said minor children until further order of the court.

13. That the plaintiff should be required to pay to the defendant the sum of Fifty Dollars ($50.00) per month for her support until further order of the court.

14. That Lots Nine (9), Ten (10), Eleven (11), and Twelve (12), Block Eight (8), Bancroft Townsite, Bancroft, Idaho, Caribou County, according to the Official Plat thereof duly recorded with the County Recorder of Caribou County, Idaho, be awarded to the defendant as her sole and separate property, free from any right, title, or interest of the plaintiff therein.

15. That the defendant should be awarded the 1948 DeSota Sedan and all household furniture, household goods, fixtures, and personal effects of every kind and nature within the dwelling house located on Lots 9, 10, 11, and 12, block 8, Bancroft Townsite, Caribou County, Idaho, as her sole and separate property free from any right, title, or interest of the plaintiff therein.

16. That the plaintiff should be awarded the 1947 Frazer Sedan and all other real and personal community property of any kind or description, as his sole and separate property, free from any right, title, or interest of the defendant therein.

17. That a decree of divorce should be granted to the plaintiff as prayed for in his complaint.

IT IS ORDERED, ADJUDGED, AND DECREED, That the bonds of matrimony now existing between the plaintiff and the defendant be wholly dissolved and each party released from all obligations thereof, save and except the nurture, care, and education of the minor children.

2. That the custody and control of the minor children MARGENE CALL and CHRISTIAN HYRUM CALL be awarded to the defendant until further order of the court; and that the plaintiff pay to

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POCATELLO, IDAHO

the defendant for the support of said minor children the sum of One Hundred Dollars ($100.00) per month commencing with the 15th day of February, 1949, and One Hundred Dollars ($100.00) on the 15th day of each succeeding month until further order of the court.

3. That the plaintiff pay to the defendant the sum of Fifty Dollars ($50.00) per month alimony until further order of the court, payable Fifty Dollars ($50.00) on the 15th day of February, 1949, and Fifty Dollars ($50.00) on the 15th day of each succeeding month until further order of the court.

4. That the following described real property, to-wit:

> Lots Nine (9), Ten (10), Eleven (11), and Twelve (12), Block Eight (8), Bancroft Townsite, Bancroft, Idaho, Caribou County, according to the Official Plat thereof duly recorded with the County Recorder of Caribou County, Idaho,

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof be awarded, and the same is hereby awarded to the defendant as her sole and separate property, free from any right, title, or interest of the plaintiff therein.

5. That the 1948 DeSota Sedan and all furniture, household goods, fixtures, and personal effects of every kind and nature within the dwelling house located on Lots 9, 10, 11, and 12, block 8, Bancroft Townsite, Caribou County, Idaho, be and the same is hereby awarded to the defendant as her sole and separate property free from any right, title, or interest of the plaintiff therein.

6. That the 1947 Frazer Sedan automobile be and the same is hereby awarded to the plaintiff as his sole and separate property free from any right, title, or interest of the defendant therein.

7. That all of the right,title and interest of the plaintiff and the defendant in and to the following real property

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situated in Caribou County, State of Idaho, and particularly described as follows, towit:

Lots Seventeen (17) to Twenty-four (24) Inclusive, Block Two (2), Dolbeer Sub Division, Village of Bancroft, Caribou County, Idaho, according to the official Plat thereof duly recorded with the County Recorder of Caribou County, Idaho.

Lot Twenty-four (24), Block Three (3); Lots Five (5) to Eleven (11) Inclusive, Block Six (6); Lot Sixteen (16), Block Twelve (12); Lots Sixteen (16) to Eighteen (18), Inclusive, Block Six (6); Lots Nineteen (19) and Twenty (20), Block Six (6); Lots Four (4) to Eight (8) Inclusive, Block Eight (8); Lots Seven (7) to Twelve (12), Inclusive, Block Twelve (12); in the Village of Bancroft, Caribou County, Idaho, according to the Official Plat thereof duly recorded with the County Recorder of Caribou County, Idaho.

Tax number four (4), Section 1, Town. 8South, Range 38 EBM; Tax #3 Sec. 1, Town. 8 South, Range 38 EBM; W½SE¼, Sec. 2, Town. 8 South, Range 38 EBM; SE¼SW¼. Sec. 2, Town. 8 South, Range 38 EBM; Tax #3, Sec. 2, Town. 8 South, Range 38 EBM; Tax #4, Sec. 2, Town. 8 South, Range 38 EBM; Tax #7, Sec. 3, Town. 8 South, Range 38, EBM; NE¼NE¼, Sec. 8, Town. 8 South, Range 38, EBM; Tax #1, Sec. 9, Town. 8 South, Range 38, EBM; N½NW¼, Sec. 9, Town. 8 South, Range 38, EBM; SW¼SW¼. Sec. 10, Town. 8 South, Range 38, EBM; N½SE¼; S½NE¼, Sec. 11, Town. 8 South, Range 38, EBM; N½NE¼, Sec. 11, Town 8 South, Range 38, EBM; N½NW¼, Sec.11, Town. 8 South, Range 38, EBM; Tr.NW¼NW¼, Tax #2, Sec. 12, Town. 8 South, Range 38, EBM; Lots 2,3,4, Sec. 13, Town. 8 South, Range 38, EBM; W½NW¼; NE¼NW¼, Sec. 15, Town 8 South, Range 38, EBM; SW¼SW¼, SE¼SW¼, Sec. 15, Town. 7, South, Range 38, EBM; NW¼SE¼, S½SE¼, NW¼, Sec. 17, Town. 7, South, Range 38 EBM; NW¼NE¼, Sec. 20, Town. 7 South, Range 38, EBM; SE¼SE¼, SEC. 21, Town.7 South, Range 38, EBM; SE¼NE¼, NE¼SW¼; N½SE¼; N½NE¼; NE¼, NW¼; SW¼NE¼; Sec. 21, Town. 7 South, Range 38, EBM; N½SW¼; SW¼SW¼; Sec. 22. Town 7 South, Range 38, EBM; NW¼ NW¼; S½NW¼; N½SE¼; W½NE¼, Sec. 22, Town. 7South, Range 38, EBM; W½SW¼, Sec. 23, Town, 7 South,Range 38, EBM; NW¼SW¼; SW¼NE¼; S½NW¼, Sec. 23, Town. 8 South, Range 38, EBM; SE¼SW¼, Sec. 24, Town. 8 South, Range 38, EBM; N½NW¼, Sec.25, Town. 8 South, Range 38, EBM; Tax #2, NE¼NW¼; Sec.25, Town. 7 South, Range 38, EBM; SE¼; Sec. 26, Town. 7 South, Range 38, EBM; Tax #4, Sec. 26, Town. 7 South, Range 38, EBM; E½NW¼, Sec. 26, Town. 7 South, Range 38, EBM; NE¼NE¼. Sec. 26, Town. 8 South, Range 38, EBM; SE¼NE¼; NE¼SE¼, Sec. 34, Town. 7 South, Range 38, EBM; E½NE¼; SE¼NW¼ SW¼NE¼, Sec. 35, Town. 7 South, Range 38, EBM; N½NW¼; NW¼NE¼; Sec. 35, Town. 7 South, Range 38, EBM; SW¼NE¼; NW¼SW¼, Sec. 35, Town. 7 South, Range 38, EBM; S½SW¼, Sec. 24, Town. 7 South, Range 38, EBM; NW¼NW¼, Sec. 25, Town. 7 South, Range 38, EBM; N½, Sec. 36, Town. 7 South, Range 38, EBM; N½NE¼, Sec. 16, Town. 8 South, Range 38, EBM; according to the Official Plat thereof duly recorded with the County Recorder of Caribou County, Idaho.

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NE¼SW¼; S½NW¼; Lot 3, Sec. 3, Town. 8 South, Range 39, EBM; Tract SE¼SW¼; Tax #4, Sec. 15, Town. 8 South, Range 39, EBM; Tr. in Tax 6, Sec. 15, Town. 8 South, Range 39, EBM; S½N½; N½SW¼; Tr. SW¼SW¼, Tax 10, Sec. 15, Town. 8 South, Range 39, EBM; Lots 2-3-4; Sec. 19, Town. 8 South, Range 39, EBM; N½NW¼; SE¼NW¼; W½SW¼; Sec. 20, Town. 8 South, Range 39, EBM; NE¼NW¼; NE¼SW¼, Sec. 20, Town. 8 South, Range 39, EBM; Tract N½NE¼; Tax # 14, Sec. 22, Town 8 South, Range 39, EBM; Tr. NW¼NE¼, Tax #8, Sec. 22, Town. 8 South, Range 39, EBM; W½NW¼. NW¼SW¼. Sec. 28, Town. 8 South, Range 39, EBM; SE¼SW¼ SW¼SE¼, Sec. 29, Town. 8 South, Range 39, EBM; W½NW¼ SE¼SE¼, Sec. 29, Town1 8 South, Range 39, EBM; NE¼ SE¼; S½NE¼; NW¼SE¼; SE¼NW¼; N½ SW¼; SW¼ SW¼; NE¼ NE¼; Sec. 29, Town 8 South, Range 39, EBM; E½ NE¼; Sec. 30, Town. 8 South, Range 39, EBM; NE¼ SE¼; S½ SE¼; NW¼ SE¼; Sec. 30, Town. 8 South, Range 39, EBM; SE¼ NE¼; E½ SE¼; N½ NE¼; SW¼ NE¼; Sec. 31, Town. 8 South, Range 39, EBM; SE¼ NW¼; SW¼; SW¼ NW¼; W½ NE¼; NW¼ SE¼; E½ NW¼; Sec. 32, Town. 8 South, Range 39, EBM; E½ NE¼; Sec. 32, Town. 8 South, Range 39, EBM; N½SE¼; SE¼SE¼, Sec. 34, Town. 7 South, Range 39, EBM; SW¼ NW¼; Sec. 33, Town. 8 South Range 39, EBM; according to the Official Plat thereof duly recorded with the County Recorder of Caribou County Idaho,

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof be and the same is hereby awarded to the plaintiff as his sole and separate property, free from any right, title, or interest of the defendant therein.

8. That all of the right, title, and interest of the plaintiff and the defendant in and to those certain parts and parcels of land situated in Bannock County, State of Idaho, particularly described as follows, to-wit:

Lots Seventeen (17) and Eighteen (18) in Block Six (6), High School Park Addition, Lava Hot Springs, Idaho.

Lots Eleven (11) to Fourteen (14) inclusive, Block Five Hundred Seventy-six (576), Pocatello Townsite according to the official plat thereof on file with the County Recorder of Bannock County, Idaho,

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof be and the same is hereby awarded to

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ATTORNEY-AT-LAW
POCATELLO, IDAHO

the plaintiff as his sole and separate property, free from any right, title, or interest of the defendant therein.

9. That all of the right, title, and interest of the plaintiff and the defendant in and to that certain parcel of land situated in Cassia County, State of Idaho, and particularly described as follows, to-wit:

NW¼ NW¼, Sec. 14, Town. 10, Range 24, EBM;
E½ NW¼, Sec. 14, Town. 10 South, Range 24 EBM; according to the Official Plat thereof duly recorded with the County Recorder of Cassia County, Idaho,

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof be, and the same is hereby awarded to the plaintiff as his sole and separate property, free from any right, title, or interest of the defendant therein.

10. That all of the right,title and interest of the plaintiff and the defendant in the following described personal property, to-wit:

One Thousand Seventy-five head of sheep;
Thirty head of cattle;
One D-6 caterpillar;
One D-4 caterpillar;
One L. A. Case tractor;
One B. John Deer tractor;
Three model V Case sidehill combines;
Four Case Mould board plows;
Two wheat land Case plows;
Four Case Disk harrows;
One Case grain drill;
Two Oliver grain drills;
One Case hay Bailer;
One John Deer Power mowing machine;
One 1500 gallon water tank;
Three 6 section spike tooth harrows;
Two Case side hay rakes;
One 1947 Willys Jeep S. 103744 M. J106631;
One 1931 Chev. 1 1/2 T. S. 5LT6445 M. T3733360;
One 1941 Chev. 1/2 T. S. 5AK0718202 M. AD1052375;
One 1940 GMC 1 1/2 T. S. 22699 M. C22858799;
One 1948 GMC 3 Ton S. 3471 M. 4266405;
One 1948 GMC 1 1/2 T. S. 8274 M. C24842705;
One 1947 GMC 1/2 T. S. 9354 M. A228157626;

and various miscellaneous items used in connection with said co-partnership business;

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ATTORNEY-AT-LAW
POCATELLO, IDAHO

partnership business;

U. S. Forest grazing permit for 1500 sheep;

Department of land management grazing rights for 2,944 head of sheep in district #2 Toponts Bancroft unit;

Department of land management grazing service (desert) for 2000 head of sheep;

Citizens grazing assn. Chesterfield, for 100 head of cattle;

One percent of Lease Rights - Dakota High Oil Lease, held by Henry Moore, Lusk, Wyo.;

and all other stocks and bonds held by CALL brothers, a co-partnership, be and the same is hereby awarded to the plaintiff as his sole and separate property, free from any right, title, or interest of the defendant therein.

Dated this 11th day of February, 1949.

ISAAC McDOUGALL
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

J. H. Call, Plaintiff -vs- Margaret E. Call, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 14th day of February, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

CLARENCE M. JEFFERY
ATTORNEY-AT-LAW
POCATELLO, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

NORMA LILJENQUIST,)
Plaintiff,)
-vs-)
WARREN M. LILJENQUIST,)
Defendant.)

F I L E D
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

JUDGMENT AND DECREE

This cause came on regularly for hearing before the Honorable L. E. Glennon, District Judge of the above Court, at Pocatello, Bannock County, Idaho, on the 12th day of February, 1949. Plaintiff appeared in person and with her counsel, Black and Black of Pocatello, Idaho; defendant did not appear, either in person or by counsel.

IT APPEARED TO the Court that Summons and Complaint in this cause were duly and regularly served by personal service theeof upon the defendant, but that said defendant failed within the time alllowed by law, or at all, to appear and plead to or answer the Complaint of the plaintiff herein; and

IT FURTHER APPEARED That defendant is not in the Armed Forces of the United States and that the default of the defendant for failing to appear and plead was duly and regularly entered. Evidence both oral and documentary was thereupon introduced for and on behalf of plaintiff by plaintiff and a witness, free from all objections as to its competency and from which evidence it appears that all of the material allegations of plaintiff's Complaint are true and correct and such are found to be the facts, and that the plaintiff is entitled to the relief prayed for in the Complaint.

NOW, THEREFORE, the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the plaintiff be, and she is hereby awarded an absolute divorce from the defendant, and that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved and held for naught, and that said parties are, and each of them is, restored to the status of a single person.

2. That the care, custody, and control of the two minor Children; namely, Elizabeth Mae Liljenquist, now aged 2 years; and Louise Liljenquist, now over six months old, is hereby awarded to plaintiff with the right on the part of defendant to visit said children at all reasonable times and places.

3. That the defendant shall pay to the plaintiff for the support and maintenance of the minor children of the parties the sum of $70.00 per month, payment beginning February 15, 1949, and a similar payment on the 15th of each month thereafter until said children arrive at the age of 18 years, or until further order of the Court.

4. That the following household goods and furniture is hereby awarded to plaintiff as her sole and separate property:

One radio, several blankets, and miscellaneous household goods.

5. It is further ordered and decreed that defendant shall pay to the plaintiff for her use in paying her attorneys, Black & Black, of Pocatello, Idaho, for the prosecution of this action, the sum of $100.00, the same to be paid forthwith, and defendant shall pay to plaintiff, forthwith, the further sum of $20.00 costs incurred in this action.

Dated this 12th day of February, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Norma Liljenquist, Plaintiff -vs- Warren M. Liljenquist, Defendant.

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 19th day of February, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

5710

49

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY

- - -

PAUL L. COFFMAN,
Plaintiff

vs

LUCILLE PARQUE COFFMAN,
Defendant

D E C R E E

THIS CAUSE came on regularly to be heard before Honorable L. E. Glennon, Judge of the above entitled Court, sitting at Chambers at Pocatello, County of Bannock, Idaho, this day of February, 1949, the said plaintiff appearing in person and by his counsel, Bistline & Bistline, and the said defendant not appearing either in person or by counsel;

And it appearing to the Court that the said defendant, Lucille Parque Coffman, has heretofore, to-wit: on the 11th day of January, 1949, been regularly served with summons and has failed to appear and plead to the plaintiff's complaint filed herein, and the legal time for so doing having expired, the default of said defendant in the premises having been duly entered according to law;

WHEREUPON said plaintiff and witness were duly sworn and exmained and evidence introduced from which it appears that all the material allegations of the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or sufficiency; that said matters so alleged and proved in behalf of plaintiff are sufficient to entitled him to the relief prayed for in the complaint and the Court being fully advised in the premises;

Now on motion of Bistline & Bistline, attorneys for plaintiff:

IT IS ORDERED, ADJUDGED AND DECREED, that the said

marriage between the said plaintiff, Paul L. Coffman, and the defendant, Lucille Parque Coffman, to this action be and the same is hereby declared wholly and absolutely dissolved, and the parties freed from the obligations thereof.

Done at Chambers at Pocatello, Bannock County, State of Idaho, this 15th day of February, 1949.

L. E. Glennon
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Paul L. Coffman, Plaintiff -vs- Lucille Parque Coffman, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 19th., day of February, 1949.

By..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

5711

Anna Keefe

IN THE DISTRCIT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, INAND FOR BANNOCK COUNTY.

1949

G.W.JONES. *
Plaintiff. *
*
vs. *
ESTHER MAE. JONES *
*
Defenadnt. *
****

Copy.

DECREE.

This cause came on regularly for hearing, before the court sitting in Chambers, without a jury, at 2 o'clock P.M, in the afternoon. of February 15th, 1949. Plaintiff appearing in person, and by andthrough his attorney P.C.O' Malley. The defendant not appearing either in person or through counsel. The files andrecord showing in this case that the defendant could not be personaly served within this county, or within this state with a copy of the summons issued out of this court in this case. that said original summons was returned by the Sheriff of this County, with his return there on that personal service could not be made on defendant within this state, and the reord showing that the plaintiff filed an affidavit with the Clerk of this Court alleging that defendant was residing in the City of Watter-Town, in the State of New York, and that personal service of such summons could be made upon defendant at that place, and requesting that an alias summons issue, and that service of said summons be personal made on the defendant at Watertown in the State of New York, and the record showing that the Clerk did make and file an order in this case that alias summons issue and that personal service of said alias summons be personaly made on the defendant at Watertown, in the State of New York; that said alias summons did issue, and the reord showing that the Sheriff of Jefferson County of the State of New York, did on the 25th day of January 1949 serve a tru e copy of the Alias summons with a copy of the complaint attached personal on Ester Mae Jones the defendant in

this cause, said service being made on the 25th day of January, 1949, and more that 20 full days having elapsed since said personal service was made on the defendant, and said defendant having not appeared and answered or demurred to said complaint, and the Clerk of this court having duly and legaly entered the default against this defendant, and this defenadant failing to appear or answer said complaint at this hearing. The court proceded to hear testimony on behalf of plaintiff, and from such testimony and from the records in this case the Court finds that G.W.Jones the plaintiff and Ester Mae Jones the defendaant was married on the 15th day April, 1946, at the town of Missouria City, in the county of Fort Bend, in the State of Texas, and have ever since been husband and wife; that the plaintiff had been aresident of the State of Idaho for more than six, full weeks before the commencement of this action; that there are no minor children, or any children the fruits of this marriage; that no property rights of any kind or description existed between the parties at the time of the commencement of this action; that allegations for cause of action made by the plaintiff in this caes has been sustained and that the plaintiff is entitled to the relief prayed for in his complaint; and the Court being duly advised in the matter renders its decree as follows:

It is ordered, Adjudged and Decreed; that the bonds of matrimony made and entered in to on the 15th day of April, 1946, by and between the plaintif G.W.Jones, and, the defendant Ester Mae Jones, are hereby disolved, canceled and held for naught, and that both parties are restored to the status of single persons.

Dated this 15th day of February, 1949.

L E Glennon.

Judge of the District Court.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

G. W. Jones, Plaintiff -vs- Estser Mae Jones, Defendant.

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 19th day of February, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

#15640

FILED
Anna Keefe
CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

FEB 19 1949 11 41 AM

DOROTHY D. MOORE, :
Plaintiff, :
-vs- :
DALLAS T. MOORE, :
Defendant. :

5712

D E C R E E

This cause came on regularly for hearing on this 19th day of February, 1949, before the Honorable L. E. Glennon, Judge of the above entitled court, the plaintiff appearing in person and by counsel, P. A. Mc Dermott, and the defendant neither appearing in person nor by counsel, and it appearing that the defendant was duly and regularly served with summons and complaint in this action, according to law, and that the defendant failed to appear and answer, or otherwise plead within the time allowed by law, or at all, and that the default of said defendant has been duly and regularly entered herein;

Whereupon evidence was offerred and received for and on behalf of the plaintiff in support of the allegations of her complaint, from which it appears that the allegations of said complaint are true, and said matters so alleged and proved on behalf of plaintiff are sufficient to entitle her to the relief prayed for in her complaint;

Now, on the motion of P. A. Mc Dermott, Attorney for plaintiff, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby dissolved and the parties freed from all obligations thereof; and that plaintiff be restored her maiden name of Dorothy Zeman.

Dated this 19th day of February, 1949.

L. E. Glennon
District Judge.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Dorothy D. Moore, Plaintiff -vs- Dallas T. Moore, Defendant.

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 24th day of February, 194 9

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

FEB 21 1949 3 08 PM

DOVA INGRAM,

Plaintiff

-vs-

GERALD E. INGRAM,

Defendant.

D E C R E E.

THIS CAUSE Came on regularly to be heard before the Honorable L. E. Glennon, Judge of the above entitled Court sitting at Chambers at Pocatello, Bannock County, Idaho, this 21st day of February, 1949; the said plaintiff appearing in person and by her Attorney, Carl C. Christensen, and the said defendant not appearing either in person or by counsel,

AND It appearing to the Court that the said defendant has heretofore, to-wit: On the 27th day of January, 1949, filed his appearance in this Court and taken twenty days in which to plead to or answer plaintiff's complaint and said appearance providing among other things, that in the event of his failure to so plead to or answer plaintiff's complaint, he consents that a default may be entered herein, and that this cause may be disposed of by the Court without further notice, and the full time of more than twenty days having expired and no answer, demurrer or other pleading having been filed or served, the default of said defendant in the premises having been duly entered according to law,

WHEREUPON, Said plaintiff and her witness were duly sworn and examined and evidence introduced from which it appears that all the material allegations contained in the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or sufficiency, and that the said matters so alleged and proved on behalf of the plaintiff are sufficient to entitle her to the relief prayed for in her complaint, and the Court being fully advised,

NOW, THEREFORE, On motion of Carl C. Christensen, Attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, DOVA INGRAM, and the defendant, GERALD E. INGRAM, be and the same hereby are absolutely dissolved, set aside and held for naught, and the parties be and hereby are divorced and freed from all the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, DOVA INGRAM, be and she hereby is awarded the

permanent care, custody and control of Carole Louise Ingram, the minor child of the parties to this action, with leave to the defendant to see and visit said minor child at all proper times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, GERALD E. INGRAM, shall pay to the plaintiff, DOVA INGRAM, the sum of Thirty Dollars ($30.00) per month for the care and maintenance of the minor child of the parties, and that the first payment shall be made on or before the first day of March, 1949, and a like payment on or before the first day of each succeeding calendar month until further orders of this Court.

DATED and done at Chambers at Pocatello, Bannock County, Idaho, this 21st day of February, 1949.

L. E. GLENNON
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Dova Ingram, Plaintiff -vs- Gerald E. Ingram, Defendant.

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 24th day of February, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

5714

FEB 23 1949 1 01 PM

ELAINE HRONEK,)
Plaintiff,)
-vs-) JUDGMENT AND DECREE
FRANK HRONEK,)
Defendant.)

- - - - - - - - - - - - - -

This cause came on regularly for hearing before the Honorable ISAAC McDOUGALL, District Judge of the above Court, at Pocatello, Bannock County, Idaho, on the 23rd day of February, 1949. Plaintiff appeared in person and with her counsel, Black and Black of Pocatello, Idaho; defendant did not appear, either in person or by counsel.

IT APPEARED To the Court that Summons and Complaint in this cause were duly and regularly served by personal service thereof upon the defendant, but that said defendant failed within the time allowed by law, or at all, to appear and plead to or answer the Complaint of the plaintiff herein; and

IT FURTHER APPEARED that defendant is not in the Armed Forces of the United States and that the default of the defendant for failing to appear and plead was duly and regularly entered. Evidence both oral and documentary was thereupon introduced for and on behalf of plaintiff by plaintiff and a witness, free from all objections as to its competency and from which evidence it appears that all of the material allegations of plaintiff's Complaint are true and correct and such are found to be the facts, and that the plaintiff is entitled to the relief prayed for in the Complaint.

IT FURTHER APPEARED THAT, subsequent to the filing of the Complaint herein, the parties to this action entered into a written Stipulation, by the terms of which they agreed upon the division of the community property, custody of the minor children, alimony, support of the minor children, which Stipulation has been presented to the Court, and the Court further orders that said Stipulation is approved by the Court, and the terms thereof are hereinafter incorporated in this Decree; and the making of findings

of fact and conclusions of law were waived by the default of the defendant.

NOW, THEREFORE, the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That plaintiff be and she is hereby awarded an absolute divorce from the defendant, and that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved and held for naught, and that said parties are, and each of them is, restored to the status of a single person.

2. That the care, custody, and control of the two minor children; namely, Mary Virginia Hronek, aged 12 years; and Josephine Marie Hronek, aged 7 years, is hereby awarded to plaintiff with the right on the part of defendant to visit said children at all reasonable times and places.

3. That the defendant is hereby required to pay to plaintiff for the support and maintenance of said minor children, the sum of $50.00 per month, payable bi-monthly, $25.00 on the 2nd of each month, and $25.00 on the 16th of each month hereafter, beginning February 2, 1949, and continue until said minor children reach the age of majority or until further order of the Court.

4. That there is hereby awarded to plaintiff as her sole and separate property, to-wit:

   Household goods and furniture consisting of one living room set, one bedroom set, one dining room set, extra bed and bedding for the beds, cooking utensils, electric frigidaire, electric washing machine, electric mangle, two radios, two rugs, dishes, etc.

   and defendant shall have no further right, title, or interest in and to the same.

5. That the defendant is hereby required to pay to plaintiff or her attorneys, Black and Black of Pocatello, Idaho, for their attorneys' fees for representing plaintiff in this action, and for the costs advanced by them for plaintiff, the sum of $100.00; said sum to be paid forthwith.

Dated this 23rd day of February, 1949.

ISAAC McDOUGALL
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Elaine Hronek, Plaintiff, vs Frank Honrek, Defendant.

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 24th day of February, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

HENRY McQUADE
PROSECUTING ATTORNEY
BANNOCK COUNTY
POCATELLO, IDAHO

5715

FILED
Anna Kluge
CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO.

FEB 25 1949 11 a1 PM

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

MARIA M. HILL,
Plaintiff,
-vs-
WILLIAM J. HILL,
Defendant.

DECREE

- - -

This cause came on regularly to be heard and tried before the undersigned, one of the Judges of the above entitled Court, at Pocatello, Idaho, on the 25th day of February, 1949, the plaintiff appearing in person and by her attorney, Henry McQuade and the defendant appearing neither in person nor by counsel.

It appearing to the Court that the defendant has been served with Summons and Complaint and failed to appear or plead in said action within the time allowed by law or at all and default judgment has been duly entered against him.

Evidence was offered and received for and on behalf of the plaintiff in support of the allegations of her Complaint, from which it appears that each and every one of the allegations of the Complaint are true and such are found to be facts;

NOW, THEREFORE, The law and the evidence being by the Court understood and considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Maria M. Hill and William J. Hill, be, and the same are, hereby dissolved and each of the parties is hereby restored to the status of a single person.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED That the care, custody and control of the said minor children of the parties in this action, be awarded to the plaintiff.

HENRY McQUADE
~~PROSECUTING ATTORNEY~~
BANNOCK COUNTY
POCATELLO, IDAHO

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be awarded the home and premises of the said parties and in addition, the furniture; real property described as follows:

> Lots 6, 7 and 8 of McDonald Addition in the City of Blackfoot, County of Bingham, State of Idaho, according to the Official Plat thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant be awarded the equity of a life insurance policy, to-wit:

> A life insurance policy upon the life of the defendant herein, issued by the Metropolitan Life Insurance Company of New York City, New York, Policy No. 577589-MI, in the sum of Five Hundred Dollars ($500.00), payable to the beneficiary, the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant be required to pay the following outstanding community obligations:

1. Montgomery Ward & Company, approximately Ninety Dollars ($90.00).
2. Blackfoot Potato Growers, approximately Thirty Dollars ($30.00).
3. C. C. Anderson, approximately Five Dollars ($5.00).
4. Central Meat Market, approximately Five Dollars ($5.00).
5. Boise Payette Lumber Company, approximately Thirty Dollars ($30.00).
6. Boyle Hardware, approximately Ten Dollars ($10.00).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be required to pay the following outstanding community obligations:

1. A certain mortgage against the real property in the approximate sum of Five Hundred Dollars ($500.00), due Henry Boice of Blackfoot, Idaho.
2. Due on a Victor RCA Combination Radio phonograph, about Sixty Dollars ($60.00).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant be required to pay to the plaintiff, support and maintenance money for the aforementioned minor children of the parties,

HENRY McQUADE
PROSECUTING ATTORNEY
BANNOCK COUNTY
POCATELLO, IDAHO

in the sum of One Hundred Dollars ($100.00) per month, beginning on the 1st day of March, 1949 and a like sum on the 1st day of each month thereafter, or until further order of the Court.

JUDGMENT RENDERED And entered at Pocatello, County of Bannock, State of Idaho, this 26th day of February. 1949.

Isaac W. Worthwell
District Judge

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Maria M. Hill, Plaintiff -vs- William J. Hill, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st. day of March, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

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FILED
CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BANNOCK.

FEB 25 1949 11 53 AM

NORMA DALLING,)

Plaintiff,)

vs.) JUDGMENT AND DECREE.

LOADER WARDELL DALLING,)

Defendant.)

The above-entitled action having come on for trial before the Honorable Isaac McDougall, District Judge, this 25th day of February, 1949. Plaintiff appeared in person and with her attorneys, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has now expired, and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections; that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises, and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and she is hereby awarded an absolute divorce from the defendant.

2. That the care, custody and control of the minor child, namely, Linda Kay Dalling, now past one years of age, be, and the same are hereby awarded to the plaintiff.

3. That the defendant be, and he is hereby required to pay to plaintiff, the sum of $35.00 per month for the support and maintenance of the minor child, the

first payment of $35.00 to be made on March 1, 1949, and a like payment to be made on the 1st of each and every month thereafter, until said child reaches the age of majority, or until further order of the Court.

Dated this 25th day of February, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Norma Dalling, Plaintiff -vs- Loader Wardell Dalling, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st., day of March, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

1856

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BANNOCK

ROSIE L. BLATTER,)
:
Plaintiff, :
:
- vs - : DECREE
:
ELMER R. BLATTER, :
:
Defendant.)

This cause came on regularly to be heard before the undersigned Distrist Judge in his Chambers at Pocatello, Idaho, on the 26 day of February, 1949.

Plaintiff appearing in person and by her attorneys, Jones, Pomeroy & Jones, and no one appearing for or in behalf of the above named defendant and it appearing to the court that the defendant has accepted service of summons and amended complaint herein and has refused to demur, answer or plead to said complaint and has waived additional time within which to plead further and consented that default be entered against him and to an immediate hearing of said cause, without further notice, and expressly waived the making of findings of fact and conclusions of law;

UPON MOTION of the attorneys for plaintiff, default was entered against defendant. Evidence was offered and received for and in support of the amended complaint of plaintiff and no evidence was offered for and on behalf of defendant. Evidence being closed, the same was submitted to the court for consideration and decision and after due deliberation thereon the court ordered that judgment be entered in favor of plaintiff and against defendant in accordance with the prayer of said amended complaint.

NOW, THEREFORE, the law and the evidence being by this court fully understood and considered;

IT IS ORDERED, ADJUDGED AND DECREED (1) that the bonds of matrimony now existing between plaintiff Rosie L. Blatter and defendant Elmer R. Blatter be and the same are hereby absolutely dissolved and each of the parties restored to the status of a single person; (2) that the care, custody and control of the minor children, to wit: Leland L. Blatter and Sharon R. Blatter, of the ages of two and one-half years and one and one-half years, respectively, be and they are

hereby awarded to plaintiff herein, with right of visitation by defendant at any reasonable time and place; and that the items of community property as prayed for in the amended complaint of plaintiff be and they are hereby awarded to plaintiff as her sole and separate property and in nowise community.

Dated, this 26th day of February, 1949.

ISAAC McDOUGALL
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Rosie E. Blatter, Plaintiff -vs Elmer R. Blatter, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 14th day of March, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

5718

FILED
FEB 28 1949 3 23 PM

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

GLORIA THOMPSON, :
Plaintiff, :
-vs- : D E C R E E
DEAN FRED THOMPSON, :
Defendant. :

This cause came on regularly for hearing on this 28th day of February, 1949, before the Honorable L. E. Glennon, Judge of the above entitled court, the plaintiff appearing in person and by counsel, P. A. Mc Dermott, and the defendant neither appearing in person nor by counsel, and it appearing that the defendant was duly and regularly served with summons and complaint in this action, according to law, and that the defendant failed to appear and answer, or otherwise plead within the time allowed by law, or at all, and that the default of said defendant has been duly and regularly entered herein;

Whereupon evidence was offerred and received for and on behalf of the plaintiff in support of the allegations of her complaint, from which it appears that the allegations of said complaint are true, and said matters so alleged and proved on behalf of plaintiff are sufficient to entitle her to the relief prayed for in her complaint:

Now, on the motion of P. A. Mc Dermott, attorney for plaintiff, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby dissolved; that the plaintiff be awarded the full custody and control of the minor child, Cheryl Dean Thompson, age 2 1/2 years, and that defendant pay for support and maintenance of said child the sum of $25.00 per month.

Dated this 28th day of February, 1949.

L. E. Glennon
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Gloria Thompson, Plaintiff -vs- Dean Fred Thompson, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st. day of March, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

Margaret Peck,
Plaintiff
vs.
George W. Peck,
Defendant

D E C R E E

In this action, the defendant having been duly and regularly served with summons and the time allowed by law for answering herein having expired, and the defendant having failed to either appear and plead or answer to the plaintiff's complaint, and the necessary non-military affidavit having been filed and the default of the said defendant having been duly and regularly entered according to law, this cause came on regularly for trial before Hon. Preston Thatcher, Judge of the above entitled Court, at Blackfoot, Bingham County, Idaho, on the 2nd day of February, 1949, upon the complaint of the plaintiff and the default of the defendant as aforesaid, J. H. Andersen, Esq., appearing on behalf of the plaintiff and the defendant not appearing either in person or by counsel, the Court proceeded to hear the evidence adduced on behalf of the plaintiff from which it satisfactorily appears to the Court, that all of the material allegations of plaintiff's complaint are proved by competent evidence, free from objection as to its sufficiency, relevancy and admissibility and that the plaintiff is entitled to the relief prayed for in the complaint.

NOW, THEREFORE, the Court being fully advised in the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the plaintiff, Margaret Peck, and the defendant, George W. Peck, be and the same are hereby absolutely dissolved and said parties are and each of them is, hereby released from all the obligations thereof and are restored to the status of single persons.

Dated this 2nd day of February, 1949.

Preston Thatcher
Judge of the District Court

STATE OF IDAHO,

COUNTY OF BINGHAM

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, nereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 2nd day of February, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 4th day of February, 1949.

V. F. Wootton, Clerk of said District Court.

By Marie J Randall Deputy

5720

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

Eltha M. Wren, Plaintiff

vs.

Theron F. Wren, Defendant

D E C R E E

In this action the defendant having been duly and regularly personally served with summons and complaint at Blackfoot, Idaho, and the time allowed by law for answering herein having expired and the defendant having failed to either appear and plead or answer to the plaintiff's complaint and the default of said defendant having been duly and regularly entered according to law, this cause came on regularly to be heard before the Hon. Preston Thatcher, Judge of the above entitled Court at Blackfoot, Bingham County, Idaho, on the 2nd day of February, 1949, upon the complaint of the plaintiff and the default of the defendant as aforesaid, J. H. Andersen, Esq., appearing on behalf of the plaintiff and the defendant not appearing either in person or by counsel, the Court proceeded to hear the evidence adduced on behalf of the plaintiff from which it satisfactorily appears to the Court that all of the material allegations of the plaintiff's complaint are proved by competent evidence, free from objection or exception as to its sufficiency, relevancy, and admissibility and that the plaintiff is entitled to the relief prayed for in the complaint.

And it further appearing that the plaintiff and defendant have entered into an agreement for the support of the minor child of said parties by the terms of which the said defendant paid to the plaintiff the sum of $1,500.00 in cash and agreed that the paid up insurance policy on the life of defendant should remain in the possession of the plaintiff, and the Court being fully advised in the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony

now existing between the plaintiff, Eltha M. Wren and the defendant, Theron F. Wren, be, and the same are hereby absolutely dissolved and said parties are, and each of them is hereby released from the obligations thereof and are hereby restored to the status of single persons.

IT IS FURTHER ORDERED that until further order of the Court herein, the plaintiff be, and she is hereby awarded the custody of the minor child of said parties, namely, Colleen R. Wren, of the age of fourteen years.

IT IS FURTHER ORDERED AND ADJUDGED that the settlement entered into by the parties as hereinabove set forth, be, and the same is hereby approved.

Dated this 2nd day of February, 1949.

Preston Thatcher
District Judge

STATE OF IDAHO,

COUNTY OF BINGHAM

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 2nd day of February, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 4th day of February, 1949.

V. F. Wootton, Clerk of said District Court.

By Marie J. Randall
Deputy

State

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

DUANE C. SORENSEN, Plaintiff, :

vs :

LA RUE SORENSEN, Defendant. :

COPY

FINAL JUDGMENT AND DECREE OF DIVORCE

5721

The above-entitled action having been brought on regularly to be heard and tried before the Honorable Preston Thatcher, Judge of the above-entitled Court sitting without a jury on this 16th day of February, 1949, the plaintiff appearing in person and with his counsel of record, Donald R. Good, Esq., and the Defendant having failed to appear herein in person, by counsel or otherwise or at all, and the default of the said defendant, La Rue Sorensen, having been heretofore duly and regularly entered herein according to Law; the Court finds that all of the material allegations and averments of the Plaintiff's Complaint herein are sustained by testimony free from all legal exceptions as to competency, admissibility or sufficiency, that said matters so alleged and proved by the testimony of two competent witnesses in behalf of the plaintiff are sufficient in Law to entitle him to the relief prayed for in his said Complaint and the Court being fully advised in the premises;

NOW THEREFORE, upon Motion of Donald R. Good, Esq., the attorney of record for plaintiff, it is Ordered, Adjudged and Decreed by this Court, by virtue of the power and authority therein vested and in pursuance of the Statutes in such cases made and provided, and the Court does hereby Order, Adjudge and Decree that the marriage between the Plaintiff, Duane C. Sorensen, and the said Defendant, La Rue Sorensen, be dissolved, and the same is hereby dissolved accordingly and the said parties are, and each of them is, freed absolutely, and released from said bonds of matrimony, and all of the obligations thereof and restored to the status of single persons;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that the following described personal property, to-wit: one electric refrigerator; one bed complete with springs and mattress; one bedroom set, consisting of vanity and bench, night table and chest of drawers; one nine by twelve rug and mat; one electric range; one breakfast set consisting of table and four chairs; and one portable radio-phonograph; one coffee table; one floor lamp; one platform rocker; one oil stove; miscellaneous cooking utensils, dishes, silverware, linens and bedding, be, and the same is hereby, awarded to the Plaintiff, Duance C. Sorensen, as his sole and separate property free from all right, title, claim or interest of the Defendant, La Rue Sorensen, in or to the same or any part or portion thereof.

THAT IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that pending the further Order of the Court herein, the care, custody and control of the minor child of the parties, to-wit: Linda Lorraine Sorensen, be and the same is hereby awarded to the Defendant herein, she being a fit, proper and competent person to be awarded the custody of said child; provided however, that the Plaintiff shall have the right to see and visit said minor child at all reasonable times and places.

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that Plaintiff pay to Defendant a sum of Thirty-five($35.00) Dollars on the first day of March, 1949, and a like amount each and every thirty (30) days thereafter, pending the further Order of the Court herein, for the support, maintenance and education of the said minor child.

Dated at Blackfoot, Idaho this 16th day of February, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO)
County of Bingham. } ss.

I HEREBY CERTIFY that the within is a full, true and correct copy of the

Final Judgment and
Decree of Divorce in the case of Duane C. Sorensen, vs.

La Rue Sorensen which was made and entered by the said

District Court on February 16, 1949.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at

Blackfoot, Idaho, this 17th day

of February 19 49.

V. F. Wootton
Clerk and Ex-Officio Recorder.

By Marie J. Randall
Deputy.

5722

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

Gladys L. Burns,
Plaintiff

vs.

Michael O. Burns,
Defendant

DECREE

In this action, the defendant having been duly and regularly personally served with summons and complaint in Vancouver, British Columbia, Canada, and defendant having acknowledged service of summons and complaint and entered appearance herein, and the time allowed for pleading or answering herein having expired, and the defendant having failed to plead or answer to the plaintiff's complaint, and the default of said defendant having been duly and regularly entered according to law, this cause came on regularly for trial before Hon. Preston Thatcher, Judge of the above entitled Court at Blackfoot, Bingham County, Idaho, on the 23rd day of February, 1949, upon the complaint of the plaintiff and the default of the defendant as aforesaid, J. H. Andersen, Esq., appearing on behalf of the plaintiff and the defendant not appearing either in person or by counsel, the Court proceeded to hear the evidence adduced on behalf of the plaintiff from which it satisfactorily appears to the Court that all of the material allegations of the plaintiff's complaint are proved by competent evidence, free from objection as to its sufficiency, relevancy and admissibility and that the plaintiff is entitled to the relief prayed for in the complaint;

NOW, THEREFORE, the Court being fully advised in the law and the premises;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, that the said marriage between the plaintiff, Gladys L. Burns and the defendant, Michael O. Burns, be, and the same is hereby declared to be wholly null and void from the date

of this judgment, and the said parties are, and each of them is freed from the obligations thereof and the plaintiff is hereby restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be and she is hereby restored to her maiden name, to-wit: Gladys L. Harvey.

Dated this 23rd day of February, 1949.

Preston Thatcher
Judge of the District Court

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 23rd day of February, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of February, 1949.

V. F. Wootton, Clerk of said District Court.

By Marie J. Randall Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE.

- - - - -

HELEN MAY McCORD,)
Plaintiff,)
vs.) DECREE
AUBREY I. McCORD,)
Defendant.)

- - - - -

This cause having been brought on to be heard this 21st day of February, 1949, at Chambers at Gooding, Gooding County, Idaho, being within the above named judicial district, upon the complaint herein, the plaintiff appearing in person and with her counsel, Joseph McFadden, Attorney at Law, and the defendant not appearing; and it appearing that the defendant has been duly served with Summons and copy of the Complaint herein, and that he has failed to plead, or answer, or appear at the hearing hereof, the default of the defendant was heretofore duly entered according to law; and proofs having been regularly taken herein, from which it appears that all of the allegations of the Complaint are sustained by the evidence, and the matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in the Complaint, and that plaintiff has been for more than six full weeks prior to the commencement of this action a resident of the State of Idaho; and the Court being fully advised in the premises, now on motion of Joseph McFadden, Attorney for plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED that the marriage between Helen May McCord, plaintiff herein, and Aubrey I McCord, defendant, be dissolved, and the same is hereby dissolved accordingly; that the plaintiff have the care, custody, control and education of Sandra Marlene McCord, the minor

child of plaintiff and defendant, now age seventeen months, with the right of the defendant to visit with said child at reasonable times; that the defendant shall pay to the plaintiff for the support and maintenance of said minor child the sum of Twenty-five Dollars ($25.00) per month during the minority of said child, first of said payments to be made on the 1st day of March 1949, and to continue monthly thereafter.

Done at Chambers at Gooding, Gooding County, Idaho, this 21st day of February, 1949.

D. H. SUTPHEN,
DISTRICT JUDGE.

- - - - -

CERTIFICATE OF TRUE COPY.

STATE OF IDAHO,)
: SS
County of Blaine.)

I, B. P. THAMM, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce in the above entitled matter now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, Blaine County, Idaho, this 22nd day of February, 1949.

B. P. Thamm,
Clerk.

5724

IN THE DISTRICT COURT

OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BOISE

IN THE DISTRICT COURT
BOISE COUNTY, IDAHO
Filed February 28, 1949
Katherine M. Boggs CLERK
By Christine Jack DEPUTY

MARGARET MAULSBY LIMBAUGH,

Plaintiff,

vs.

JULIUS J. LIMBAUGH,

Defendant.

JUDGMENT AND DECREE

This cause, coming on regularly to be heard on the 25th day of February, 1949, before the Court without a jury, Paris Martin, counsel for the plaintiff, appearing for said plaintiff, and defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process upon said defendant had, and that time for answering, demurring or appearing has expired, and that the defendant is not within the purview of the Soldiers and Sailors Civil Relief Act of 1940, as amended, and that the default of Julius J. Limbaugh, the defendant, for failing to answer or demur within the time prescribed by law has heretofore been duly entered herein;

Whereupon, evidence duly corroborated as required by law, was introduced by plaintiff in which it appears to the Court that the allegations of the plaintiff's cause of action contained in plaintiff's complaint on file herein are sustained by the testimony free from all objections as to competency, admissability and sufficiency, and it further appearing that the matters so alleged and proved are sufficient to entitle the plaintiff to judgment and decree in accordance with the complaint, and on the grounds of desertion, and the case being closed, and the law in

the premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony heretofore existing between the plaintiff, Margaret Maulsby Limbaugh and the defendant, Julius J. Limbaugh, be and the same are hereby wholly dissolved, and the parties freed from the obligations thereof.

2. That the final division and distribution of the community property made by the parties is confirmed, and said distribution and division is hereby ordered as follows:

The following described property is hereby awarded to plaintiff:

One (1) promissory note, dated July 8, 1947, given by Ralph Ridenour and Ethel Ridenour to Julius and Margaret Limbaugh, in the amount of $400.00, due March 8, 1948, with interest at 8% per annum from October 8, 1947, together with chattel mortgage of even date, securing said note.

The sum of $1,210.45, together with any accrued interest thereon, now held by First Security Bank of Idaho, Nampa, Idaho, to the credit of J. J. Limbaugh and Margaret Limbaugh, and being the balance of proceeds paid by buyers on a certain contract for the purchase and sale of real estate, dated March 27, 1946, made between the parties to this action as sellers and Clifford A. Maulsby and wife as buyers.

The following described property, being property received by defendant by action of the parties, is hereby awarded to defendant:

One (1) 1947 Ford automobile, now in defendant's possession.

$2,160.00 in cash, being the savings of the parties hereto kept by plaintiff and defendant in their residence, and now in possession of defendant.

Dated this 25th day of February, 1949.

Chas. F. Coulson
District Judge

STATE OF IDAHO, County of Boise } ss.

CERTIFICATE

I, KATHERINE M. BROGAN, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Boise, do hereby certify that the foregoing is a true and correct copy of the original

Judgment and Decree, entered February 25th, 1949, between MARGARET MAULSBY LIMBAUGH -vs- MULIUS J. LIMBAUGH, recorded in Book 6 of Judgment Record at page 210

filed in the above entitled action and remaining now on file in my office at Idaho City, Boise County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 28th day of February, 1949.

By Charity Lair Deputy.

Katherine M. Brogan
Clerk.

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

MERRITT SCOTT, Plaintiff,

vs.

DOROTHY SCOTT, Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 21st day of February, 1949, upon the Complaint of plaintiff and Answer and Cross-complaint of the defendant and cross-complainant, a Stipulation having been filed in the action setting the case for trial on the above date.

Defendant and cross-complainant appeared in person with a witness and one of her attorneys, O. J. Bandelin; the plaintiff and cross-defendant did not appear nor was he represented by counsel; defendant and cross-complainant and witness were duly examined relative to said cause, all of which evidence proved the allegations of defendant and cross-complainant's Answer and Cross-complaint. Findings of Fact and Conclusions of Law having been waived by Stipulation of the attorneys in the action, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff and cross-defendant, Merritt Scott, and the defendant and cross-complainant,

Filed Feb. 21, 1949
at 4:30 P. M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

Dorothy Scott, be and the same are forever dissolved and the defendant and cross-complainant is granted a divorce upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the minor child of the plaintiff and cross-defendant and the defendant and cross-complainant, Janet Rae Scott, be awarded to the defendant and cross-complainant, Dorothy Scott, subject to the right of the plaintiff and cross-defendant to visit said child at reasonable and proper times.

Done in Open Court this 21st day of February, 1949, at Sandpoint, Idaho.

O. C. Wilson
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

5725

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6398, MERRITT SCOTT, Plaintiff, vs. DOROTHY SCOTT, Defendant,

now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 21st *day of* February, *19*49

Alex T. Russell *Clerk*

By Vivian E Shoemaker *Deputy*

6378

5726

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

PEARL L. GARDINER,

Plaintiff,

-vs-

ROBERT GARDINER,

Defendant.

DECREE OF DIVORCE

This cause came on regularly for trial, this 4th day of February, 1949, upon the complaint of the plaintiff and the default of the defendant, said defendant having been regularly and personally served with summons and complaint, in the manner provided by law, and having failed to appear herein in any manner, and his default having been regularly claimed and duly entered against him, plaintiff appearing at the trial hereof in person and by her attorney, Robt. E. McFarland, and said defendant not appearing, either in person or by counsel; witnesses were sworn and testified for and on behalf of said plaintiff, and the Court, being satisfied that said defendant, Robert Gardiner, is not engaged in any military service whatsoever, and the findings of fact and conclusions of law having been waived by defendant's failure to appear herein as provided by statute,

NOW, THEREFORE, being fully advised in the premises, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony, heretofore existing, between plaintiff and defendant be, and the same are, hereby, forever dissolved, and said plaintiff is, hereby granted an absolute divorce from said defendant on the grounds of extreme cruelty; that said plaintiff is, hereby, granted the care, custody, and control of the minor children of said parties, to-wit: Izetta Sharon Gardiner, William Terry Gardiner, Linda Kay Gardiner, and Vickie Lynn Gardiner, subject to the right of said defendant to visit said children at reasonable times and for them to visit him at reasonable times; that the Court, hereby, approves that certain Agreement, made and entered into by the above named parties, which is in words and figures, as follows:

State of Idaho)
County of Bonner) ss

Filed February 4, 49

2:30 P.

Alex T. Russell

Clerk of District Court

Vivian E. Shoemaker

Deputy

A G R E E M E N T

THIS AGREEMENT Made and entered into this 24th day of January, 1949, by and between Pearl L. Gardiner, first party, and Robert Gardiner, second party,

WITNESSETH: That,

WHEREAS, first party has brought an action for divorce against second party in the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, and

WHEREAS, said parties are desirous of settling the care, custody, and control of the following children of said parties, to-wit: Izetta Sharon Gardiner, William Terry Gardiner, Linda Kay Gardiner, and Vickie Lynn Gardiner,

NOW, THEREFORE, it is agreed that in the event a divorce is granted to first party, that first party shall have the care, custody, and control of said children, subject to the right of said second party to visit said children at reasonable times and have them visit him at reasonable times; second party agrees to pay first party the sum of Seventy-five ($75.00) Dollars per month for the support of said children.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, this 24th day of January, 1949.

/s/ PEARL L. GARDINER
First Party

/s/ ROBERT GARDINER
Second Party

STATE OF IDAHO,)
: ss.
County of Bonner,)

On this 24th day of January, 1949, before me, Robt. E. McFarland, a Notary Public in and for the State of Idaho, personally appeared Pearl L. Gardiner, known to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date in this certificate first above written.

(Notarial Seal)

/s/ ROBT. E. McFARLAND
Notary Public in and for the State of Idaho, residing at Sandpoint, therein.
My commission expires March 3rd, 1952.

STATE OF WASHINGTON,)
: ss.
County of Spokane,)

On this 1st day of February, 1949, before me, S. J. Williams, a Notary Public in and for the State of Washington, personally appeared Robert Gardiner, known to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and date in this certificate first above written.

(Notarial Seal)

/s/ S. J. WILLIAMS
Notary Public in and for the State of Washington, residing at Spokane, therein.
My commission expires: 3-13-50.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That said defendant shall pay said plaintiff the sum of Seventy-five Dollars ($75.00) per month for the support of said children, said payments to be made on the 6th day of each and every month starting February 6th, 1949.

Dated this 4th day of February, 1949.

E. V. BOUGHTON
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

5726

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE OF DIVORCE, in Civil Action No. 6378, PEARL L. GARDINER, Plaintiff, vs. ROBERT GARDINER, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 4th *day of* February, *1949.*

Alex T. Russell *Clerk*

By Dorothy Campbell, *Deputy*

6406 11:20

5727

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

RICHARD YONCK,)
Plaintiff,)
vs.)
BEULAH F. YONCK,)
Defendant.)

STATE OF IDAHO } ss
County of Bonner. }
Filed February 11, 1949
at 11:20 o'clock A. M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

D E C R E E

The above entitled action came on for hearing before the Court sitting without a jury at Sandpoint, Bonner County, State of Idaho, at ten o'clock A.M. on Friday, February 11th, 1949, at which time the plaintiff appeared in person and represented by one of his attorneys, Raymond T. Greene Jr., and the defendant did not appear either in person or by attorney, she being in default and her default having been entered, the Court proceeded to hear the case. Thereupon testimony and corroborating testimony was submitted for and upon behalf of the plaintiff, and the Court being fully advised in the premises, and Findings of Fact and Conclusions of Law having been waived by virtue of the default of the defendant, and through her failure to appear at the trial, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, Richard Yonck, be and he hereby is granted an absolute decree of divorce of and from the defendant, Beulah F. Yonck, upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, control and custody of the minor child, Karen, be and the same hereby is awarded to the defendant, subject to the right of the plaintiff to visit said child at reasonable and proper times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant have judgment against the plaintiff, Richard Yonck, for the support of the minor child of the parties hereto in the sum of Thirty Dollars per month, commencing on the 1st day of March, 1949, and monthly thereafter.

Dated and done this 11th day of February, 1949.

E V Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

5727

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6406, RICHARD YONCK, Plaintiff, vs. BEULAH F. YONCK, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 11th *day of* February, *19*49

Alex T. Russell *Clerk*

By Vivian E. Thomas *Deputy*

6350 11:45

5728

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

Filed February 11, 1949
at 11:45 o'clock A. M.
Alex T. Russell
Clerk of District Court
Vivian E. Shoemaker
Deputy

ALBERTA JONES,

Plaintiff,

-vs-

ED JONES,

Defendant.

DECREE OF DIVORCE

This cause came on regularly for trial, the 11th day of February, 1949, upon the Complaint of the plaintiff and the default of the defendant; said defendant's demurrer to said plaintiff's complaint having been overruled on the 3rd day of February, 1949; and said defendant having been given two (2) days in which to file an answer to said complaint; and said defendant having failed to answer said complaint within the time set forth in said Order; and his default having been regularly claimed and duly entered against him; said plaintiff appearing at the trial hereof in person and by her attorney, Robt. E. McFarland; and said defendant not appearing, either in person or by counsel; witnesses were sworn and testified for and on behalf of said plaintiff, and the Court being satisfied that said defendant is not engaged in any military service whatsoever; and the findings of fact and conclusions of law having been waived by defendant's failure to appear herein as provided by statute,

NOW, THEREFORE, being fully advised in the premises, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony, heretofore existing, between plaintiff and defendant be, and the same are hereby forever dissolved; and plaintiff is hereby granted an absolute divorce from said defendant on the grounds of extreme cruelty; and that plaintiff's maiden name, Alberta Lemley, is hereby restored to her.

IT IS FURTHER ORDERED, That that certain Agreement, made and entered into on the 24th day of January, 1949, between the parties hereto regarding their property rights, support money, attorneys fees, and costs, is hereby approved; and that said defendant shall have, as his separate property, one

1946 Chevrolet Sedan; and that plaintiff shall have all dishes, cooking utensils, pillow cases, sheets, blankets, linens, towels, silverware, end table, desk, card table, curtains, cedar chest, kitchen table and four (4) chairs, step stool, trash burner, floor lamp, electric mixer, pressure cooker, and her clothes which she now has in her possession; and that said defendant has paid said plaintiff the sum of Four Hundred Fifty Dollars ($450), which shall be in full payment of all support money, attorneys fees, and costs.

Dated this 11th day of February, 1949.

E. V. BOUGHTON
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE OF DIVORCE in Civil Action No. 6350, ALBERTA JONES, Plaintiff, vs. ED JONES, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 11th *day of* February, *19*49

Alex T. Russell *Clerk*

By Vivian E. Shoemaker *Deputy*

X

11:55

5729

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DONNA BRADETICH,

Plaintiff,

vs.

PHILLIP BRADETICH,

Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 14th day of February, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Donna Bradetich, and the defendant, Phillip Bradetich, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

Done in Open Court at Sandpoint, Idaho, this 14th day of February, 1949.

E V Boughton
District Judge

State of Idaho, }
County of Bonner, } ss.

Filed February 14, 1949
at 11:55 A.M.
Alex T. Russell
Clerk of Probate Court
Vivian E. Shoemaker
Deputy

STATE OF IDAHO,
County of Bonner } *ss.*

5729

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6404, DONNA BRADETICH, Plaintiff, vs. PHILLIP BRADETICH, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 14th *day of* February, *19*49

Alex T. Russell *Clerk*

By Vivian E. Stewart *Deputy*

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

CHARLES H. CADIGAN,
Plaintiff,
vs.
ELIZABETH W. CADIGAN,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 21st day of February, 1949, upon the Complaint of plaintiff and Answer of the defendant, a Stipulation having been filed in the action setting the case for trial on the above date.

Plaintiff appeared in person with a witness and one of his attorneys, O. J. Bandelin; the defendant did not appear; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by Stipulation of the Attorneys in the action, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Charles H. Cadigan, and the defendant, Elizabeth W. Cadigan, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the property settlement and custody agreement with respect to the children heretofore entered into between the parties be and the same is hereby approved, a copy of which is hereto attached, marked Exhibit "A", and made a part hereof.

Done in Open Court at Sandpoint, Idaho, this 21st day of February, 1949.

O. C. Wilson
District Judge

Filed Feb. 21, 1949
at 4:30 P.M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

EXHIBIT "A"

A G R E E M E N T

Made and executed this 29th day of June, 1948, by and between CHARLES H. CADIGAN (hereinafter called "Husband"), party of the first part, and ELIZABETH W. CADIGAN (Hereinafter called "Wife"), party of the second part.

Husband and Wife were married on the 10th day of September, 1927, in Pelham, New York . There have been issue of the marriage as follows:

Jeanne, born July 11, 1930

Judith, born November 28, 1933

Charles Richard, born March 20, 1937

In consequence of disputes and unhappy differences the parties heretofore separated and are now and have been living apart. In view of their intention to live separate and apart for the rest of their natural lives, they are desirous of settling their property rights and agreeing on terms for the maintenance and support of the Wife.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable considerations, each of the parties hereto has covenanted, contracted and agreed as follows:

CHC

1. The parties may and shall at all times hereafter live and continue to live separate and apart. Each shall be free from interference, authority and control, direct or indirect by the other as fully as if he or she were sole and unmarried. Each may reside at such place or places as he or she may select. Each may, for his or her separate use and benefit, conduct, carry on, and engage in any business profession, or employment which to him or her may seem advisable.

EWC

2. The parties shall not molest or interfere with each other, nor shall either of them compel or attempt to compel the other to cohabit or

dwell with him or her, by any means whatsoever.

3. Husband shall make the following payments to Wife:

(a) The sum of Five Thousand Eight Hundred Dollars ($5,800) to be paid at the time of the execution of this agreement, One Thousand Eight Hundred Dollars ($1,800) of which is to be used by the Wife toward the education of their daughter, Jeanne.

(b) During the life of Wife and commencing July 1st, 1948, Husband will pay a minimum sum of Two Hundred Fifty Dollars ($250) per month for the maintenance and care of the Wife and three (3) children of the parties hereto.

(c) It is understood, covenanted and agreed that if thirty-three and one-third per cent (33-1/3%) of the gross income or salary of Husband shall be greater than the sum of Two Hundred Fifty Dollars ($250) a month, then Husband will pay, in addition to the minimum sum of Two Hundred Fifty Dollars ($250) a month heretofore mentioned, the amount by which the said thirty-three and one-third per cent (33-1/3%) of the gross income of Husband exceeds the said minimum payments.

(d) Husband further agrees that if his net income in any year exceeds the sum of Ten Thousand Dollars ($10,000) after the payment of taxes, he will pay, in addition to the sum hereinbefore provided for, by way of increased alimony to Wife for the purposes above stated, fifty per cent (50%) of the amount by which his said income exceeds the sum of Ten Thousand Dollars ($10,000).

CHC

EWC

4. It is understood, covenanted and agreed between the parties hereto that it is their intention to reduce the amount of alimony herein provided for to be paid for the support and maintenance of Wife, as hereinbefore stated, by one-sixth (1/6th) of the total amount thus agreed to be paid as each child, heretofore mentioned, reaches the age of twenty-one (21) years.

It is the purpose of this provision to so arrange matters that when all of the three (3) children of the parties hereto have reached the age of twenty-one (21) years, the income thereafter to be paid by Husband to Wife shall be one-half (1/2) that which would have been paid prior to any of the children having reached the age of twenty-one (21) years.

5. It is understood, covenanted and agreed between the parties hereto that:

(a) If Wife shall be ultimately divorced and shall also remarry, in that event fifty per cent (50%) of the amounts otherwise agreed to be paid to her under this agreement shall not be payable under the terms thereof.

(b) Upon the execution of this agreement all legal steps shall at once be taken to transfer the title of a certain Dodge Sedan automobile, now owned by Husband, to Wife, whose sole property it shall thereafter be.

(c) All other personal property heretofore belonging to the parties to this agreement shall be divided between them in the ratio of eighty per cent (80%) of the said property to Wife and twenty per cent (20%) thereof to Husband.

CHC

6. It is further understood, covenanted and agreed between the parties hereto that the children of this marriage, named elsewhere in this agreement, shall be under the care and guidance of Wife, but that

EWC

Husband shall be allowed to visit them at all times reasonably satisfactory to Wife.

7. The Wife accepts the provisions herein made for her in lieu of and in full settlement and satisfaction of any and all claims against the Husband for her support and maintenance, and in full settlement and satisfaction of any and all other claims and rights whatsoever (includ-

ing but not by way of limitation, dower and all rights under the laws of testacy and intestacy) which she ever had, now has or might hereafter have against the Husband by reason of their relationship as Husband and Wife or otherwise. The Wife hereby releases and acquits the Husband and his estate of and from any and all claims, liabilities and obligations whatsoever except only such as are specifically assumed by or imposed upon the Husband hereunder. It is the intention of the parties that except as otherwise provided herein, all liability of whatsoever nature on the part of the Husband to the Wife, past, present, and future, actual or potential, whether arising from their relationship as husband and wife or otherwise, shall cease and terminate absolutely and forever. The Wife warrants to the Husband that she has not heretofore incurred any obligations whatsoever for which the Husband or his estate may be or may become liable, except those specified in this Agreement. Should any such obligations arise, the Husband shall have the right to deduct the amount thereof, together with all incidental expenses incurred by him, from the payments to be made by him to the Wife hereunder. So long as the Husband shall duly perform the terms and conditions of this Agreement on his part to be performed, the Wife shall not at any time hereafter incur any debt or incur any obligation for which the Husband or his estate may be or may become liable; the Wife shall at all times hereafter, so long as the Husband shall duly make the payments herein provided for, keep the Husband and his estate free and harmless from any and all debts and obligations resulting from her acts.

CHC

EWC

8. Each party releases and relinquishes any and all claims and rights that he or she may have had, may now have, or may hereafter acquire (a) to share in any capacity or to any extent whatsoever in the estate of the other party upon the latter's death, whether by way

of statutory allowance, or distribution in intestacy, or election to take against the other party's last will and testament under Section 18 of the Decedent Estate Law of the State of New York, or otherwise; and/or (b) to act as executor or administrator of the other party's estate. It is the intention of the parties that this provision shall serve as a mutual waiver of the right of election in accordance with the requirement of subdivision 9 of Section 18 of the Decedent Estate Law.

9. In the event of any dispute or misunderstanding arising out of, or in connection with this Agreement, such dispute or misunderstanding shall be arbitrated by the parties before some qualified person who shall be properly experienced in the subject matter of the controversy, and who shall be acceptable to both parties. Should the parties fail to agree upon such person, each party shall appoint an arbitrator, and the two arbitrators shall choose a third. The cost of the arbitration shall be borne as the arbitrator or arbitrators may direct. The decision of the arbitrator, or of the majority of the arbitrators, as
CHC the case may be, shall be binding and conclusive on the parties, and shall be rendered in such form that judgment may be entered thereon in the highest court of the forum having jurisdiction thereof.

10. In the event that either of the parties hereto institutes an action for separation or divorce from the other, the provisions of this Agreement shall constitute a stipulation in such action insofar as any provisions for the support and maintenance of the Wife are concerned; and each party may request the Court to recognize this Agreement
EWO as a bar to any other or further provision and, to the extent that the provisions of this Agreement may be acceptable to the Court, the provisions hereof shall be approved in the final judgment or decree obtained in any such action brought by either party against the other for absolute or limited divorce in any competent jurisdiction.

11. The parties have incorporated in this Agreement their entire understanding. No oral statement or prior written matter extrinsic to this Agreement shall have any force or effect. The parties are not relying upon any representations other than those expressly set forth herein.

12. The parties hereto declare that each has had independent legal advise by counsel of his or her own selection; that each fully understands the facts and has been fully informed of all legal rights and liabilities; that after such advise, and knowledge, each believes the Agreement to be fair, just and reasonable; and that each signs the Agreement freely and voluntarily.

13. The parties hereto agree that if any question under this contract shall arise it shall be construed under the laws of the State of New York.

14. Husband agrees to carry for the benefit of his children not less than Ten Thousand Dollars ($10,000) life insurance in reputable life insurance companies and to pay the premiums therefore from time to time as they become due. If on any occasion Husband's financial condition is such that he knows he is unable to meet a certain premium he will, in such event, give the Wife thirty (30) days notice of his inability to pay and thus permit her to pay the premiums on the said insurance. Husband further agrees that he will not borrow against the cash value of the policies, but permit them to accumulate through the years.

IN WITNESS WHEREOF, the parties have set their hands and seals to four counterparts of this Agreement, each of which shall constitute an original, the day and year first above written, in the State of New York.

Charles H. Cadigan

Elizabeth W. Cadigan

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 29th day of June in the year one thousand nine hundred and forty-eight (1948), before me the subscriber personally, a Notary Public, residing at 30 West 54th Street, New York 19, New York, came CHARLES H. CADIGAN, to me known and known to be the individual described in and who executed the foregoing instrument, and I first having made known to him the contents of the same, he, in due form of law, acknowledged to me that he executed the same, as his free act and deed.

Clementine Mills

CLEMENTINE MILLS, NOTARY PUBLIC FOR STATE OF N.Y.
QUALIFIED IN THE COUNTY OF NEW YORK
NEW YORK CO. CLK'S NO. 370, Reg. NO. 429-M-0
COMMISSION EXPIRES MARCH 30, 1950

(SEAL)

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 29th day of June in the year one thousand nine hundred and forty-eight (1948), before me the subscriber personally, a Notary Public, residing at 30 West 54th Street, New York 19, New York, came ELIZABETH W. CADIGAN, to me known and known to be the individual described in and who executed the foregoing instrument, and I first having made known to her the contents of the same, she, in due form of law, acknowledged to me that she executed the same, as her free act and deed.

Clementine Mills

CLEMENTINE MILLS, NOTARY PUBLIC FOR STATE OF N.
QUALIFIED IN THE COUNTY OF NEW YORK
NEW YORK CO. CLK'S NO. 370, Reg. NO. 429-M-
COMMISSION EXPIRES MARCH 30, 1950

(SEAL)

STATE OF IDAHO,
County of Bonner } *ss.*

5730

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6334, CHARLES H. CADIGAN, Plaintiff, vs. ELIZABETH W. CADIGAN, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 21st *day of* February, *19*49

Alex T. Russell, *Clerk*

By Vivian E. Shoemaker *Deputy*

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

CHARLES A. HILL,

Plaintiff,

vs.

LUALTA HILL,

Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 31st day of January, 1949, upon the Complaint of plaintiff and Answer of the defendant, a Stipulation having been filed in the action setting the case for trial on the above date.

Plaintiff appeared in person with a witness and one of his attorneys, O. J. Bandelin; the defendant did not appear nor was be represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by Stipulation, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Charles A. Hill, and the defendant, Lualta Hill, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant's former name of Lualta Diemart be restored to her.

Done in Open Court at Sandpoint, Idaho, this 31st day of January, 1949.

E. V. Boughton
District Judge

Filed in the District Court
County of Bonner
February 9, 1949
2:10 o'clock P. M.
Alex T. Russell
Vivian E. Shoemaker

STATE OF IDAHO,
County of Bonner } *ss.*

5731

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6375, CHARLES A. HILL, Plaintiff, vs. LUALTA HILL, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 9th *day of* February, *19*49.

Alex T. Russell, *Clerk*

By Dorothy Campbell *Deputy*

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

FRED BORRMANN,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
MYRTLE BORRMANN,)
Defendant.)

- - - - - - - - - - - - - - - - - -

This cause came on regularly for trial, in chambers, at Idaho Falls, Idaho, on this 4th. day of February, 1949, Henry S. Martin appearing as counsel for plaintiff and no one appearing for or on behalf of the defendant; whereupon plaintiff was duly and regularly sworn and examined and testified for and in his own behalf and thereupon Joseph Spolarich was duly and regularly sworn and testified for and in behalf of the above named plaintiff and thereupon the plaintiff rested, and the defendant having submitted no proof whatever for or in her behalf, this cause was thereupon submitted for and in behalf of the plaintiff, and the court, being fully advised in the premises, now finds as follows:

That the above named defendant has been duly and regularly served with a true copy of the summons issued out of the above entitled court, in the within cause, attached to which was a true copy of the complaint filed herein; that the defendant has entered no appearance herein and that the default of the said defendant has been duly and regularly entered according to law,

NOW, THEREFORE, on motion of Henry S. Martin, the attorney of record for the above named plaintiff,

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Fred Borrmann, and the above named defendant, Myrtle

Borrmann, and the same hereby is, forever dissolved, set aside and held for naught, and that the plaintiff and defendant, and each of them, be, and they hereby are, restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody, control and education of the minor children of plaintiff and defendant, namely, Robert John Borrmann and William Earl Borrmann, be, and the same is hereby awarded to the defendant herein, Myrtle Borrman. PROVIDED, that the plaintiff shall have the right to see and visit with said minor children and to take them on short vacation trips during the summer months.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff, Fred Borrmann, shall pay to the defendant, Myrtle Borrmam, the sum of $50.00 per month, for the support and maintenance of said minor children.

Made, dated and entered at Idaho Falls, Idaho, this 4th. day of February, 1949.

C. J. Taylor

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

5732

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in case No. 7279 in Fred Borrmann, Plaintiff vs. Myrtle Borrmann, Defendant Book 15 Judgments, page 144.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 9th day of February, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

WILLIAM DENTON,	)	
Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
DELSA M. DENTON,	)	
Defendant.	)	

- - - - - - - - - - - - - - - - - -

THIS CAUSE came regularly on to be heard this 4th. day of February, 1949, E. A. Owen, attorney at law, appearing for and on behalf of said plaintiff, and A. A. Merrill, attorney at law, appearing for and on behalf of said defendant, and the Court having heard all of the evidence herein and duly considered the same, and it appearing therefrom, to the satisfaction of the Court, that said defendant, Delsa M. Denton, was duly served with a copy of the summons attached to a copy of the complaint herein, and it further appearing that the parties hereto have entered into a written stipulation providing for a full and complete settlement of all of the marital rights and obligations of the respective parties, and that said stipulation and the terms thereof are fair, just and equitable to each of the parties hereto; and it further appearing to the Court, upon the proofs taken herein, that all of the material allegations of the complaint are sustained by the testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that said matters so alleged and proved are sufficient in law to entitled the plaintiff to the relief prayed for in his complaint, and that the Court has jurisdiction of the parties to, and the subject matter of, this action, and the Court being fully advised in the premises:

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and the

Court, by virtue of the power and authority therein vested, and in pursuance of the statute in such cases made and provided, does order, adjudge and decree, that the marriage between the plaintiff, William Denton, and the defendant, Delsa M. Denton, be, and the same is hereby dissolved, and the said parties are, and each of them is, freed and absolutely released from the bonds of matrimony and all of the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody, control and education of the minor child of plaintiff and defendant, namely, Patricia Florence Denton, be, and the same is hereby awarded to the defendant, Delsa M. Denton.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff, William Denton, shall pay to the defendant, Delsa M. Denton, the sum of $50.00 per month, for the support and maintenance of the said minor child, until said child attains majority.

IT IS FURTHER ORDERED, ADJUDGED AND DECREE, that the plaintiff, William Denton, shall pay to A. A. Merrill, defendant's attorney, the sum of $100.00 for his services herein.

Dated and entered at Idaho Falls, Idaho, this 4th. day of February, 1949.

C. J. Taylor

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

5733

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce, Case No. 7299, William Denton, Plaintiff vs Delsa M. Denton, Defendant Book 15 Judgments, page 154

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 9th day of February, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

- - -

DELORIS PETERSON,)
Plaintiff,)
-vs-) DECREE
LLOYD PETERSON,)
Defendant.)

- - -

The above entitled cause coming on regularly to be heard and tried before the Honorable C. J. Taylor, District Judge, at Chambers at Idaho Falls, County of Bonneville, State of Idaho, on the 4th day of February, 1949, the plaintiff appearing in person and by one of her attorneys, Errol H. Hillman, and the defendant appearing not, either in person or by attorney, and it appearing that the above named defendant has been duly and regularly served with process herein, and that he has filed herein an appearance submitting himself to the jurisdiction of this Court, and has refused to plead further in said cause, and has consented to an immediate hearing of this case without further notice to him, either in term time or vacation, in open Court or in Chambers, and has waived the making of findings of fact and conclusions of law herein, and has consented that default be entered against him, and the default of the said defendant having been duly and regularly entered herein, and the parties hereto having entered into a Stipulation with respect to the payment of costs of suit, attorneys' fees and alimony herein, and it appearing to the Judge that said Stipulation is in all respects fair, just and equitable, and the Judge having heard the evidence and the matter having been submitted, and it appearing that all of the allegations contained

in the plaintiff's complaint are true, and that the plaintiff is entitled to a divorce on the grounds of extreme cruelty, and the Judge being fully advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. That the bonds of matrimony existing between the plaintiff, Deloris Peterson, and the defendant, Lloyd Peterson, be, and they are hereby, dissolved, and each restored to the status of a single person.

2. That the defendant has paid to the plaintiff the sum of $91.40 as and for her costs of suit and attorneys' fees herein.

3. That the defendant shall not be required to pay any sum whatsoever as and for support money or allmony.

4. That the plaintiff's maiden name of Deloris Price is hereby restored to her.

Dated this 4th day of February, 1949.

STATE OF IDAHO, }
County of Bonneville, } ss.

C. J. TAYLOR
DISTRICT JUDGE

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Divorce Decree in case No. 7322, Deloris Peterson, Plaintiff vs. Lloyd Peterson, Defendant

Bk. 15 Judgments, page 138

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 9th day of February, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

NAOMI JENKINS,)
Plaintiff,)
-vs-)
DWAINE L. JENKINS,)
Defendant.)

No. 7323 FILED

DECREE OF DIVORCE. 1949

CLERK

THIS CAUSE came regularly on to be heard this 4th. day of February, 1949, E. A. Owen, attorney at law, appearing for and on behalf of said plaintiff, and defendant not appearing, either in person or by attorney, and the Court having heard all of the evidence herein and duly considered the same, and it appearing therefrom, to the satisfaction of the Court, that said defendant, Dwaine L. Jenkins, was duly served with a copy of the summons attached to a copy of the complaint herein, and that the defendant has failed to appear or answer herein, and the default of said defendant has been duly and regularly entered herein according to law, and it further appearing to the Court, upon the proofs taken herein, that all of the material allegations of the complaint are sustained by the testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in her complaint, and that the Court has jurisdiction of the parties to, and the subject matter of, this action, and the Court being fully advised in the premises:

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and the Court, by virtue of the power and authority therein vested, and in pursuance of the statute in such cases made and provided, does

order, adjudge and decree, that the marriage between the plaintiff, Naomi Jenkins, and the defendant, Dwaine L. Jenkins, be, and the same is hereby dissolved, and the said parties are, and each of them is, freed and absolutely released from the bonds of matrimoney and all of the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff's maiden name, to-wit: Naomi Mattson, be, and the same is hereby restored to her.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant, Dwaine L. Jenkins, shall pay to the plaintiff, Naomi Jenkins, the sum of $100.00 as and for attorneys fees expended by her herein, and the further sum of $16.40 as and for court costs expended by her herein.

Made, dated and entered at Idaho Falls, Idaho, this 4th. day of February, 1949.

STATE OF IDAHO, }
County of Bonneville, } ss.

C. J. Taylor
District Judge

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case No. 7323, Naomi Jenkins, Plaintiff vs. Dwaine L. Jenkins, Defendant.
Book 15 of Judgments, page 141.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 9th day of February, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

5736

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

EMA MEIKLE, Plaintiff	
vs.	DECREE OF DIVORCE
MAX MEIKLE, Defendant	

The above entitled case came on for hearing this 4th day of February 1949, at chambers in the above entitled court; the plaintiff with her witness and counsel appeared before the court, the defendant did not appear either in person or by counsel; it appearing to the court that the defendant was personally served with summons in Bonneville County, Idaho; the time allowed to plead to the plaintiff's complaint having expired, the default of the defendant having been duly entered, and the affidavit of non-military service having been duly filed as perscribed by Soldiers and Sailors Civil Relief Act of 1940, as amended, and the court being fully advised in the premises, now therefore:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

That the bonds of matrimony heretofore existing by and between the plaintiff Ema Meikle, and the defendant Max Meikle, be and the same is hereby dissolved and each party is hereby freed from the other and placed in the status of single persons.

It is further ordered, adjudged and decreed that the plaintiff's former name, towit: Ema Hawks be and the same is hereby restored to her.

Dated this 4th day of February, 1949.

C. J. Taylor

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

5736

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case No. 7288 Ema Meikle, Plaintiff vs. Max Meikle, Defendant, Book 15 Judgments, page 147.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 9th day of February, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

Herman F. Staggs,

Plaintiff,

vs JUDGMENT

Gladys M. Staggs,

Defendant.

The above entitled cause came on for final hearing before the undersigned Judge of said District Court, at Chambers of the Court, at Idaho Falls, Bonneville County, Idaho, this 11th day of February, 1949, Geo. L. Barnard of the firm of Albaugh, Bloem & Hillman appearing as attorney for the plaintiff, and no appearance being made by or for the defendant, and it appearing that the summons in said action has been duly and personally served upon the defendant, together with a copy of the complaint, and that the time for answering said complaint has expired, and no answer, demurrer or other appearance has been made by or for the defendant, except that defendant has entered into a stipulation in said cause, on file herein, under which the defendant admitted service of the summons in said action, with a copy of the complaint in said action attached thereto, and entered her general appearance in said action, submitting herself to the jurisdiction of the court, and refused to answer, demur or plead further, and consented that default might be taken against her and said cause be heard at any time without further notice, and it further appearing that the time for answering said complaint allowed by law has expired, and that the default of the defendant has been entered according to law, evidence in support of the allegations of the complaint was thereupon offered by the plaintiff, and said cause submitted to the court.

After duly considering the files and records of said cause, and the evidence adduced by the plaintiff, the court finds that the allegations of the complaint are sustained by the evidence, and that plaintiff is entitled to an absolute divorce from the defendant, forever dissolving the bonds of matrimony heretofore existing between the parties, and restoring the parties to the status of single persons. It further appearing from said stipulation on file herein that the parties have mutually disposed of their respective separate and community property interests, the court makes no finding with respect thereto.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, that the plaintiff have, and he is hereby awarded, an absolute divorce from the defendant, forever dissolving the bonds of matrimony heretofore existing between the parties, and the parties are hereby restored to the status of single persons.

Dated February 11, 1949.

C. J. TAYLOR
District Judge.

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the JUDGMENT in case No. 7334 Herman F. Staggs, Plaintiff, vs. Gladys M. Staggs, Defendant,
Bk. 15 Judgments, page 158

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 2nd day of March, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

ARTELIA GALBRAITH,

Plaintiff,

vs JUDGMENT

VERN GALBRAITH,

Defendant.

The above entitled cause came on for final hearing before the Court, before the undersigned judge, on this 18th day of February, 1949, at Chambers of the Court, at Idaho Falls, Bonneville County, Idaho, Albaugh, Bloem & Hillman appearing as attorneys for the plaintiff, and no appearance being made by or for the defendant, it appearing that the Summons in said cause was duly and personally served upon the defendant and that the time provided by law for answering plaintiff's complaint has expired, and that no answer, demurrer, or other appearance has been made by or on behalf of said defendant, and that the default of the defendant in the premises has been duly entered according to law, and that an affidavit of the non-military or naval service of said defendant has been made and filed herein, the court proceeded to hear the evidence adduced by the plaintiff in support of the allegations of the complaint, and said cause was thereupon submitted, and in due consideration, the court finds that the allegations of the complaint have been and are sustained by the evidence, and that plaintiff is entitled to the relief demanded in said complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony existing between the parties be, and the same hereby are, dissolved, and each of the parties is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the sole

care, custody and control of the minor child of the parties, Lela Mae Galbraith, be, and the same hereby is, awarded to the plaintiff, Artella Galbraith, subject, however, to the right of the defendant, Vern Galbraith, to see and visit said child at reasonable times and intervals.

IT IS FURTHER ADJUDGED AND DECREED, that the defendant, Vern Galbraith, shall pay to the plaintiff for the support and maintenance of said child, the sum of Thirty Dollars per month, commencing March 15, 1949, first payment to be made on or before said date, and such monthly payments to be made on or before the 15th day of each and every month thereafter, until said child attains the age of eighteen years, or until the further order of the court in the premises.

IT IS FURTHER ADJUDGED AND DECREED, that the defendant shall pay to plaintiff's attorneys, Albaugh, Bloem & Hillman, as and for her attorney's fees and suit costs herein, the sum of $92.80, payable $25.00 forthwith, and the balance in monthly payments of $10.00 payable on the 15th day of each month, commencing April 15, 1949.

Dated February 18, 1949.

C. J. TAYLOR
District Judge.

STATE OF IDAHO, }
County of Bonneville, } ss.

5738

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Divorce Decree in case No. 7316 Artella Galbraith, Plaintiff vs. Vern Galbraith, Defendant.
Bk. 15 Judgments, page 164

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 2nd day of March, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

ARLENE WILCOX, PLAINTIFF, VS DOUGLAS WARREN WILCOX, DEFENDANT.	DECREE OF DIVORCE

The above-entitled cause came on for hearing this 18th. day of February, 1949, the plaintiff appeared with counsel, John Ferebauer, and her witness Von Dennis Green. The defendant did not appear either in person or by counsel; and it appearing to the Court that the defendant was duly served and has failed to plead thereto;that the Default of the defendant has been duly entered and the Affidavit of Non-Military service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the Court being fully advised in the premises, and it further appearing that the plaintiff is entitled to a Decree of Divorce on the ground of Extreme Cruelty;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That the bonds of matrimony heretofore existing by and between the plaintiff, Arlene Wilcox, and the defendant, Douglas Warren Wilcox, be dissolved absolutely and that each party is hereby freed from the other and placed in the status of single persons.

2. That the plaintiff's name is hereby restored to that by which she was known prior to said marriage, that is, ARLENE CLARK.

Dated this 18th day of February, 1949.

C.J.TAYLOR
JUDGE OF THE DISTRICT COURT

STATE OF IDAHO, }
County of Bonneville, } ss.

5739

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case No. 7328 Arlene Wilcox, Plaintiff, vs. Douglas Warren Wilcox, Defendant.
Book 15 Judgments, page 161

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 2nd day of March, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

5740

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

DORIS ELLISON,

Plaintiff,

vs JUDGMENT

HODGE ELLISON,

Defendant.

The above entitled cause came before the undersigned Judge of said District Court, for final hearing, on this 18th day of February, 1949, at chambers of the court, at Idaho Falls, Bonneville County, Idaho, Albaugh, Bloem & Hillman appearing as attorneys for the plaintiff, and no appearance being made by or for the defendant, it appearing that the summons and complaint in said cause were duly served upon the defendant and that the defendant thereafter interposed his demurrer to said complaint, but that the parties thereafter entered into a stipulation on file herein, by which stipulation the defendant stipulated and agreed, among other things, that he has been heretofore served with a true copy of the summons in said cause, attached to which was a true copy of the complaint filed herein, that said demurrer be withdrawn, that the defendant submits himself to the jurisdiction of the court in this cause, and refuses to demur, answer or plead further and consents that default be entered against him, and to an immediate hearing of this cause without further notice, and waives the making of findings of fact and conclusions of law herein, and it further appearing that the time allowed by law for answering said complaint has expired, and that no other or further appearance has been made by or for the defendant, and that the default of the defendant has been duly entered herein, evidence

in support of the allegations of plaintiff's complaint was thereupon heard, and said cause submitted, and upon due consideration the court finds that the allegations of the complaint are sustained by the evidence, that the parties have entered into a stipulation as to the disposition of their property, the care and custody of the minor child of the parties, and support for said child, which stipulation is just and equitable and is adopted by the court, and the court finds that the plaintiff is entitled to the relief demanded in said complaint as modified by the terms and conditions of such stipulation.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, dissolved, and the parties are each restored to the status of a single person.

2. That the household goods and furniture belonging to the parties be, and the same hereby are, awarded to the plaintiff, as and for her sole and separate property, and for her sole and separate use and benefit.

3. That the sole care, custody and control of the minor child of the parties, Diana Lynn Ellison, be awarded to the plaintiff, Doris Ellison, provided, however, that the defendant, Hodge Ellison, shall have the right to visit said child at all reasonable times and places, and provided further that the said defendant shall have the right at reasonable times, but not oftener than once each week, to take said child for a period not exceeding from noon until 6:00 P.M. on Sundays or on such other day of the week as may be designated by defendant.

4. That the defendant shall pay to the plaintiff as and for support, maintenance and education of the minor child of the parties, the sum of $30.00 each month, commencing with the 1st day of March, 1949, and due and payable on the 1st day of each and ever calendar month thereafter, until said child shall reach legal age, or until the further order of this court.

5. That the defendant shall pay to the plaintiff the sum of

$90.00 forthwith as and for her costs of suit and attorneys' fees herein.

6. That the defendant shall not be required to pay any sum whatever to the plaintiff for her support or as permanent alimony, but he shall assume and pay all debts incurred by the said parties during their said marriage that were contracted before the said action for divorce was filed in this Court.

Dated February 18, 1949.

C. J. TAYLOR
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

5740

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Divorce Decree in Case No. 7329 Doris Ellison, Plaintiff, vs. Hodge Ellison, Defendant.
Bk. 15 Judgments, page 167.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 2nd day of March, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

346943 5741

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

. . . . . .

FILED
10:35 A.M. ..... P.M.
FEB 17 1949
S. S. FOOTE, CLERK
Joan Paley DEPUTY

. . . . . :

MARGARET BLAIR,
Plaintiff :

vs :

GERALD H. BLAIR,
Defendant :

. . . . . :

D E C R E E

This cause coming on regularly for hearing before the above entitled court on the 17th day of February, 1949, upon the plaintiff's complaint, service of the same and of the summons in this action having been duly and regularly and in the manner provided by law personally served upon the defendant Gerald H. Blair, at Alameda County, California, on the 6th day of December, 1948, and the defendant failing to appear herein or to plead in said action with within the time allowed by law, as specified in said summons; motion for the entry of the default of the said defendant for failing to appear was duly made, and it appearing to the court that said defendant, Gerald H. Blair, was not at any time during the pendency of this action in the military service of the United States or any of the branches or departments therefo, order was duly issued directing the clerk of this court to enter the default of the said defendant for so failing to appear and plead within the time allowed by law, pursuant to the order of this court, thereafter the default of said defendant for so failing to appear and plead within the time allowed by law was duly and regularly entered by the clerk of this court in the above entitled cause and prior to the hearing of this matter; and the plaintiff appearing in person and by her attorney Harold L. Yeamans, and the defendant not appearing in said cause the court proceeded to the hearing thereof.

The plaintiff and her witnesses were called, duly sworn and testified in open court and in support of all the material allegations of the complaint; and from such testimony it appears to the satisfaction of the Court that all of the material allegations of said complaint are true; That the plaintiff has been a bona fied resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action; That the plaintiff is entitled to an absolute divorce from the defendant on the grounds of extreme cruelty;

Now, Therefore, IT IS ORDERED, ADJUDGED and DECREED, and This Does ORDER, ADJUDGE and DECREE:

That the plaintiff Margaret Blair, be, and she hereby is, granted an absolute divorce from the defendant, Gerald H. Blair.

Done in Open Court this 14th day of February, 1949

A. O. Sutton
District Judge

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED February 17, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder
By Dessie Maley Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF CASSIA

---oOo---

DELTA JONES, Plaintiff, -vs- JOSEPH ERNEST JONES, Defendant.	DECREE OF DIVORCE

---oOo---

This cause came on regularly for trial in open court at Burley, Cassia County, Idaho, on the 28th day of ~~December~~ February, 1949, the plaintiff appearing in person and by her attorney, A. H. Nielson, and the defendant appearing by his attorney, Lawrence H. Duffin, and a stipulation having been entered into in open court between the attorneys for the parties hereto regarding property settlement of the parties hereto , and upon the evidence on the part of the plaintiff, and upon the defendant not presenting any evidence whatever, and the matter having been submitted for judgment and the court having considered all of the evidence in this action, including stipulation regarding property rights, from which it appears that all of the material allegations of the complaint are true as provided by such stipulation, and as such are found to be the facts and all and singular the law and premises being by the court understood and considered, and the findings of fact and the conclusions of law having been waived by the parties hereto.

NOW, THEREFORE, By virtue of the law and by reason of the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Delta Jones, and the defendant, Joseph Ernest Jones, be and the same are hereby discharged, dissolved and annulled and the said plaintiff is hereby relieved and discharged from any and all obligations by reason of said marriage, and that the said parties hereto are hereby restored to the status of single persons; that the care, custody and control of the following minor children, Carolyn Jones and Renea Jones, the children of the said parties, is hereby given and granted unto the plaintiff, Delta Jones, provided, however, that the right of the defendant, Joseph Ernest Jones, to visit the children at all reasonable times is hereby granted.

It is further found that the stipulation entered into between the attorneys regarding property settlement is a just and equitable settlement of the property interests of the parties hereto, and it is further found that the following described real estate located in Cassia County, Idaho, is now the sole and separate property of the said plaintiff, Delta Jones, free and clear of all demands, pretensions or claims on the part of the defendant, Joseph Ernest Jones; that the real property which is the separate property of the said Delta Jones is more particularly described as follows, to-wit:

> All of the Southwest Quarter of the Northeast Quarter of Section Thirty-two, Township Ten South, Range Twenty-four, East Boise Meridian; lying South and East of the U.S.Government canal which crosses the said Southwest Quarter of the Northeast Quarter of Section Thirty-two;
>
> Also beginning at a point 270 feet North of the point of intersection where the North line of the Oregon Short Line Railroad right-of-way intersects the half-section line running between the Northeast Quarter and the Northwest Quarter of Section Thirty-two, Township Ten South, Range Twenty-four, East Boise Meridian; thence running North 110 feet, thence West 84 feet, thence South 110 feet, thence East 84 feet, to

place of beginning; also

An undivided one-half interest in and to that certain strip of land 25 feet wide off West side of the Northwest Quarter of the Northeast Quarter of Section Thirty-two, Township Ten South, Range Twenty-four, East Boise Meridian; commencing 270 feet North of the Oregon Short Line Railroad right-of-way;

And there is further granted and given to the plaintiff, Delta Jones, as her sole and separate property, one milk cow and all household furniture, free and clear of all demands, pretensions or claims on the part of the defendant, Joseph Ernest Jones.

There is hereby granted, decreed and given to the defendant as his sole and separate property, all his tools and all farm machinery.

It is also the order of the court that the defendant shall pay all outstanding obligations heretofore incurred by the plaintiff for her care and support and for the care and support of the minor children of the plaintiff and defendant.

DONE In open court at Burley, Cassia County, Idaho, this ~~28th~~ 26 day of ~~December~~ February, 1949.

Hugh A. Baker
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm Daugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of "Decree of Divorce" in the Case of Delta Jones vs Joseph Ernest Jones Case # 5121

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 9th day of March, 1949.

Wm Daugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder, Cassia County, Idaho

By Gayden Lowater
Deputy

5743

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF CASSIA.

---oOo---

OPAL LOVETT,

Plaintiff,

-vs-

TOM LOVETT,

Defendant.

DECREE OF DIVORCE

---oOo---

This cause came on regularly for trial in open court at Burley, Cassia County, Idaho, on the 26th day of February, 1949, the plaintiff appearing in person and by her attorney, A. H. Nielson, Esq., and it appearing to the Court that the defendant Tom Lovett has been duly served with summons in the Burley Herald, as required by law, and that he has failed to appear and answer within the time allowed by law and his default having been entered, and upon the evidence on the part of the plaintiff, and the matter having been submitted for judgment, and the Court having considered all the evidence in this action, from which it appears that all the material allegations of the complaint are true and as such are found to be the facts, and all and singular the laws and premises being by the Court understood and considered.

NOW, THEREFORE, by virtue of the law and by reason of the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Opal Lovett, and the defendant, Tom Lovett, be hereby dissolved, discharged and annulled; and that the plaintiff is hereby relieved and discharged from any and all obligations by reason of said marriage, and that the parties hereto are hereby restored to the status of single persons.

DONE in open court this 26th day of February, 1949.

Hugh A. Baker
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm Baugh Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of "Decree of Divorce" in the Case of Opal Lovett vs Tom Lovett Case # 5171.

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 3rd day of March, 1949.

Wm Baugh Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder, Cassia County, Idaho

By Zoyda Hansen
Deputy

5744

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CLEARWATER

GEORGE K. JOHNSTON,

Plaintiff,

vs.

JEAN B. JOHNSTON,

Defendant.

No.
Case No. 2125
Filed Feb 18 1949
at 11 o'clock A.M.
Gayle Hayden Clerk

D E C R E E

In the above entitled cause an order having been heretofore duly made and entered designating Mary Elizabeth Clarke to take the testimony in the above entitled cause and report the same to this Court, and said testimony having been so taken and submitted, and it appearing therefrom that the plaintiff is entitled to a divorce as prayed for and it further appearing that said defendant is in default after having been duly and regularly served with summons and complaint,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the bonds of matrimony heretofore existing between the plaintiff and defendant be dissolved and the parties are hereby released from all obligations of said marriage.

Dated this 12th day of February, 1949.

A. L. MORGAN
Judge

Recorded in Book 3 of Judgments at Page 302. Gayle Hayden, Recorder
By: Bertie Graham, Deputy

WITNESS my hand and [illegible] hereto affixed this 18 day of February A. D., 1949

Gayle Hayden
CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER
By: Bertie Graham, Deputy

5745

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

* * *

WINONA LANG,

Plaintiff,

-vs-

MALCOLM LANG,

Defendant.

DECREE

* * *

The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, in Chambers at Boise, in the County of Ada, State of Idaho, upon the 18th day of February, 1949, the plaintiff appearing in person and by her attorney, Perce Hall, and the defendant appearing not, neither in person, nor by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant Malcolm Lang had been duly and regularly served with summons in this action in the manner provided by law and that said defendant had failed to appear and answer or otherwise plead to the plaintiff's complaint within the time allowed by law and the default of said defendant having been entered according to law and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of her complaint and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's complaint in favor of the plaintiff and against the defendant and finds that the defendant

has been guilty of extreme cruelty towards the plaintiff and that by reason thereof the plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the plaintiff and the defendant dissolved and that the plaintiff is entitled to the care, custody and control of Benjamin Howard Lang and Patricia Josephine Lang, minor children of the plaintiff and the defendant;

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff Winona Lang and the defendant Malcolm Lang be and the same are hereby dissolved and that the plaintiff be and she is hereby divorced from said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff have and she is hereby granted the care, custody and control of Benjamin Howard Lang and Patricia Josephine Lang, minor children of the Plaintiff and the defendant.

Done in Chambers at Boise in the County of Ada, State of Idaho, this 18th day of February, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE.)

I, James A. O'Neill, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 19 day of February, 1949.

James A. O'Neill
Clerk of the District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR FRANKLIN COUNTY.

Milton B. Head

Plaintiff

vs.

Donna T. Head,

Defendant.

DECREE 5746

The above entitled matter came on regularly for hearing before the above entitled Court with the plaintiff appearing in person and with his Attorney, Ben B. Johnson, and the defendant having executed an Acceptance of Service, and waived the statutory time for answering and consented that default be entered; that the evidence be introduced by the plaintiff, and after full consideration of the matter being given by said Court, the Court being fully advised in the law and the premises, it finds that the allegations of the plaintiff's Complaint are true and it enters it's Decree as follows:

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

(1) That the bonds and obligations of matrimony now existing between the plaintiff, Milton B. Head, and the defendant, Donna T. Head, be absolutely dissolved.

(2) That the defendant be awarded the custody of the above said child, James Anthony Head.

(3) That the settlement of the property rights by mutual consent is approved and said furniture and household belongings is divided equally between them.

It is so Ordered this 10 day of February, 1949

Isaac McDougall
District Judge.

STATE OF IDAHO
COUNTY OF FRANKLIN-ss-

I, C. L. Swenson, the duly elected, qualified and acting Clerk of the Probate Court of Franklin County, Idaho, do hereby certify:

That the above and foregoing Decree is a true and correct copy of the original filed in my office on this 12 day of Feb, 1949.

Witness my signature and the seal of the District Court this 12 day of Feb, 1949

C. L. Swenson
Clerk
By Bonnie Fullmer
Deputy

2346

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO IN AND FOR THE

COUNTY OF FREMONT

NETA OVIATT,

Plaintiff,

-vs-

LOREN F. OVIATT,

Defendant.

DECREE OF DIVORCE

This cause came regularly on to be heard before the Honorable C. J. Taylor, District Judge, on the 4th day of February, 1949. Willard C. Burton, Attorney at Law, appeared for the plaintiff, and no one appeared for or on behalf of the defendant,

AND IT APPEARING that the defendant was regularly and duly served with summons in this action, and that he has failed within the time allowed by law, or at all, to appear and plead herein, and that default of the defendant for thus failing to appear and plead has been duly and regularly entered, and

Competent evidence having been introduced in support of the allegations of the plaintiff's complaint;

NOW, THEREFOR, The Court, being fully advised in the premises and in the law, and on motion of Willard C. Burton, attorney for the plaintiff,

It is hereby ORDERED, ADJUDGED and DECREED: That a decree of divorce be, and the same is hereby granted the plaintiff, Neta Oviatt, upon the grounds of cruelty, and for fault of the defendant, and that certain marriage contracted between the parties on or about the 20th day of October, 1935, be, and the same is hereby, dissolved, and the said parties are, and each of them is, restored to the status of single persons.

And it is further ORDERED, ADJUDGED and DECREED: That the real property of the parties, described as:

Lots 5, 6 and 7 and the East 12 feet of Lot 8 of Block 73 of the Townsite of St. Anthony Fremont County, Idaho, as per the duly recorded plat thereof.

and the furniture situated therein, these and the same is hereby awarded to the plaintiff, Neta Oviatt, as her sole and separate property;

And that the real property of the parties described as two vacant city lots in the City of St. Anthony, Idaho, a tractor, a truck, and miscellaneous farm machinery, be and the same is hereby awarded to the defendant, Loren F. Oviatt, as his sole and separate property.

And it is further ORDERED, ADJUDGED and DECREED: That the custody and control of the minor children, Carole Oviatt and Linda Rae Oviatt, be and the same is hereby awarded to the plaintiff, Neta Oviatt.

DATED this 4th day of February, 1949.

District Judge

STATE OF IDAHO,)
COUNTY OF FREMONT,) ss:

I, T. H. Foley, Clerk of the District Court, and Ex-Officio Auditor and Recorder, in and for the County of Fremont, State of Idaho, do hereby certify that the attached is a full, true, and correct copy of a certain Decree of Divorce

Neta Oviatt vs Loren F. Oviatt

as the same now appears of record on file in my office, as instrument No. 266036

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 15 day of March A. D., 1949.

T. H. Foley
Clerk of District Court, and Ex-Officio Auditor and Recorder.

By [signature]
Deputy Recorder

(COPY)

5748

IN THE DISTRICT COURT OF THE SIVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM.

SARAH KATHERINE HASKIN,

Plaintiff,

-vs-

JAMES A. HASKIN,

Defendant.

D E C R E E.

F I L E D
Jan. 25, 1949
Lillian M. Campbell, Clerk

This matter came on to be heard by the Court on the 25th day of January, 1949, the plaintiff appearing in person and by her attorney, C. H. Higer, the defendant being in default made no appearance, and based upon the Military Service Affidavit of plaintiff, to the effect that the defendant was not in the Military Service of the United States of America the Court duly entered defendant's default according to law.

THEREUPON, the Court heard the sworn testimony of plaintiff and her corroborating witness, and from said testimony the Court finds that the defendant has inflicted upon plaintiff extreme cruelty as alleged in said complaint.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by the Court, and this does order, adjudge, and decree that the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and they are hereby dissolved and plaintiff and defendant are hereby absolutely divorced from one another; and that her name Sarah Katherine Gresham be restored.

DATED this 25 day of January, 1949.

Thomas E. Buckner
District Judge.

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

STATE OF IDAHO)
) ss.
COUNTY OF GEM)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a true and correct of Decree filed in my office on January 25th, 1949, being a part of the files in the case of Sarah Katherine Haskin vs. James A. Haskin..(Case No. 2098)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 28th day of February, 1949.

Lillian M. Campbell
Clerk

(COPY)

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM.

FERN FROST,

Plaintiff,

-vs-

MITCHELL FROST,

Defendant.

DECREE.

FILED
Jan. 25, 1949
Lillian M. Campbell, Clerk

This matter came on to be heard by the Court on the 25 day of January, 1949, the plaintiff appearing in person and by her attorney, C. H. Higer, the defendant being in default made no appearance, and based upon the Military Service Affidavit of plaintiff to the effect that the defendant was not in the Military Service of the United States of America the Court duly entered defendant's default according to law.

THEREUPON, the Court heard the sworn testimony of plaintiff and her corroborating witness, and from said testimony the Court finds that the defendant has inflicted upon plaintiff extreme cruelty as alleged in said complaint. The Court further finds that Donna Frost, Eugene Frost, Sharon Frost, Charlotte Frost, and Marie Frost, the minor children of plaintiff and defendant, are in the care, custody, and control of the plaintiff, and that she is a fit and proper person to have the care, custody and control of said childre; the court further finds that $75.00 per month is a reasonable sum to allow the plaintiff for the support of the minor children of plaintiff and defendant.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED, and this does order, adjudge and decree that the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and they are hereby dissolved and plaintiff and defendant are hereby absolutely divorced from one another; and it is the further judgment of the court that the custody of the minor children of plaintiff and defend-

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

ant be, and it is hereby awarded to the plaintiff; and it is the further order of the Court that the defendant pay to the plaintiff the sum of $75.00 per month for the support of the minor children of plaintiff and defendant until they reach the age of majority and it is the further order of the Court that said payments start on the 1st day of Jan., 1949, and that a like payment of $75.00 be made on each succeeding month thereafter until said children reach the age of majority.

DATED this 25 day of January, 1949.

Thomas E. Buckner
District Judge.

STATE OF IDAHO)
) ss.
COUNTY OF GEM)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a true and correct copy of Decree filed in my office on January 25th, 1949, being a part of the files in the case of Fern Frost vs. Mitchell Frost. (Claim No. 2091)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 28th day of February, 1949.

Lillian M. Campbell
Clerk

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

(COPY)

5750

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM.

GEORGIA ANNE SHROPSHIRE,

Plaintiff,

-vs-

H. W. SHROPSHIRE,

Defendant.

DECREE.

FILED
Jan. 29, 1949
Lillian M. Campbell, Clerk

This matter came on to be heard by the Court on this 15th day of January, 1949, at Emmett, Gem County, Idaho, the plaintiff appearing in person and by her attorney C. H. Higer, of Emmett, Idaho, the defendant appearing in person and by his attorney, J. P. Reed, of Emmett, Idaho, and the Court having received the sworn testimony of plaintiff, and her corroborating witnesses and defendant's testimony, and from it finds that the defendant has inflicted upon plaintiff extreme cruelty as alleged in plaintiff's complaint, and as a result thereof, the Court finds that the plaintiff is entitled to a decree of divorce on the grounds of extreme cruelty.

The Court further finds that as a result of the course of conduct on the part of the defendant, and his treatment of the plaintiff which has inflicted extreme cruelty upon plaintiff, that the plaintiff is entitled to all of the real and personal property which is hereinafter described as her sole and separate property and estate.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and they are hereby dissolved, and plaintiff and defendant are hereby absolutely divorced from one another on the grounds of extreme cruelty; and it is the further judgment of the Court that plaintiff be, and she is hereby awarded, as her sole and separate property and estate, the following described real property located in Emmett, Gem Count-

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

Idaho, to-wit:

Commencing at a point 15 feet West on Section line of the South-east corner of Lot 11, Sec. 6, Twp. 6 N., R. 1 W.B.M., running North of the West line of that strip of land deeded to Emma Degen and Mary Degen, 150 feet; thence west parallel to said Section line 100 feet; thence South parallel with said strip of land 150 feet to said section line; Thence East on said section line 100 feet to place of beginning, save and excepting a strip of land 25 feet in width extending along the east side for public highway purposes; and subject to accrued Ditch rights, above land known as Lot No. 39 D. and C. Addition.

and it is the further judgment of the Court that plaintiff be, and she is hereby awarded as her sole and separate property and estate all of the household goods and household furnishings which plaintiff and defendant have in the residence and buildings upon the above described premises.

DATED this 27 day of January, 1949.

Thomas E. Buckner
District Judge.

STATE OF IDAHO)
) ss.
COUNTY OF GEM)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a true and correct copy of Decree filed in my office on January 29th, 1949, being a part of the files in the case of Georgia Anne Shropshire vs. H. W. Shropshire. (Case No. 2066)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of February, 1949.

Lillian M. Campbell
Clerk

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

HAL BAKER Plaintiff vs. ELVEARA D. BAKER Defendant	D E C R E E Of D I V O R C E

THIS CAUSE coming on regularly to be heard on the day of , 1949, before the Court without a jury, the Plaintiff appearing in person and by his attorney, Edward G. Rosenheim, and the defensant not appearing either in person or by attorney; and it appearing to the Court that summons in the above entitled cause and action has been heretofore duly and regularly made, and that due process and by due service had upon the Defendant, Elveara D. Baker; the default of the defendant Elveara D. Baker, having been duly entered for failure to plead to the Plaintiff's complaint, the time within which an answer must be filed having expired;

Plaintiff introduced evmidence in proof of the allegations of his complaint, and in corroboration thereof, and from such evidence, the Court finds that all of the allegations in the Plaintiff's complaint are true:

That the Plaintiff has resided in Ada County, State of Idaho, for more than six weeks next preceding the commencement of this action; that Plaintiff and the Defendant, Elveara D. Baker intermarried at Stevenson, in the State of Washington, on the 27th. day of September in the year 1941, and ever since have been and are now husband and wife; that there was born to said parties as the issue of said marriage, one

LAW OFFICES
EDWARD G. ROSENHEIM
SUITE 203-204 YATES BLDG.
P. O. BOX 2315
BOISE, IDAHO
PHONE 4371

child, to wit: James Jeffrey Baker, now of the age of six years, hence a minor.

That the Defendant. Elveara D. Baker, without provocation or cause on the part of the Plaintiff herein, has been guilty of acts of extreme cruelty towards the Plaintiff herein, which have caused said Plaintiff grievous physical and mental suffering; that during the last four years of said marriage without any cause or provocation the defendant Elveara D. Baker has abandoned and deserted the Plaintiff at least four times, and on numerous times and occasions during said marraige, the defendant Elveara D. Baker has referred to the Plaintiff as an ugly, distasteful and repulsive man, and on numerous occasions has told plaintiff she has no affection for him, and that she would only continue to live with Plaintiff in the event he were able to guarantee and provide her with large quantities of money; that the defendant herein, Elveara D. Baker deserted the Plaintiff on the 15th. day of July, 1948, and under the pretext of visiting her parents went to North Dakota and has indicated she would no longer conside co-habitation with him.

THE COURT having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

(1)

That Hal Baker, the plaintiff aforesaid, be and he is hereby granted a divorce from Elveara D. Baker, the defendant above named; that the bonds of matrimony heretofore existing between them be dissolved, and set aside, and the said parties are relieved from any further obligation under said marriage, and they are each restored to the status of unmarried persons.

LAW OFFICES
EDWARD G. ROSENHEIM
SUITE 203-204 YATES BLDG.
P. O. BOX 2315
BOISE, IDAHO
PHONE 4371

(2)

That the defendant, Elveara D. Baker, be and she is hereby ~~awarded~~ granted the care, custody and control of the minor son, James Jeffery Baker, with the privilege granted the Plaintiff, Hal Baker, to visit said child at reasonable times and places, that he shall receive from the defendant the courtesy of an occasional report on the child's progress and well being, and shall have the right of his companionship for short intervals of the child's vacation time from his schooling.

(3)

The Plaintiff, Hal Baker, is hereby ordered to pay to said Elveara D. Baker, the monthly sum of Twenty-five($25.00) Dollars each and every month for the support and maintenance of the minor child of the parties, to wit: James Jeffery Baker, age six years, until said minor child arrives at age, meaning thereby legal age, to be paid on the fifteenth day of each month.

Dated and signed this 3RD day of Feb. 0, 1949.

D. H. SUTPHEN

District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the Case of Hal Baker -vs- Elveara D. Baker

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 3rd day of February A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

SALLY L. HARRINGTON,
Plaintiff,
-vs-
ROBERT H. HARRINGTON,
Defendant.

D E C R E E

This cause came on regularly for trial in open court before the undersigned, Judge of the above entitled Court, on the ____ day of February, 1949, upon plaintiff's complaint, plaintiff appearing in person and by E. B. Smith, Boise, Idaho, her attorney of record; the defendant by his appearance and waiver heretofore accepted service of summons and complaint in this suit, entered his general appearance herein and waived any and all proceedings thereafter, including findings of fact and conclusions of law, notice of all subsequent proceedings and any and all benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, and Amendments, and of any other statute or act granting unto him relief or benefits by virtue of his military status; defendant also by his appearance and waiver, consented that this cause may be set for trial and tried upon motion by plaintiff without notice to him, defendant, and consented to the entry of any order or judgment as may regularly be made and entered in this suit; further, defendant refused to plead further in this suit; it appearing by virtue of the premises that an order allowing default of defendant has been duly entered herein together with default of defendant on account of his failure

with default of defendant on account of his failure to plead further herein; the allegations of plaintiff's complaint and each of them being confessed by defendant by his failure to make answer or plead thereto, witnesses on behalf of plaintiff having been called, sworn and having testified, and evidence having been introduced in support of the allegations of plaintiff's complaint, and no evidence having been introduced by or on behalf of defendant; plaintiff having rested; the evidence having been considered by the Court, and the Court being fully advised in the premises and having found each and all of the allegations of plaintiff's complaint to be true:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree that the bonds of matrimony heretofore and now existing between plaintiff and defendant be and the same hereby are dissolved, and said parties are and each of them is freed from each and every of the obligations thereof.

DATED: This 3RD. day of February, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO)
(ss:
County of Gooding.)

CERTIFICATE

I, BERT BOWLER, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a true and correct copy of the original decree filed in the above entitled action and remaining now on file in my office at Gooding, Gooding County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3RD. day of February, 1949.

(SEAL)

Bert Bowler
Clerk

By
Deputy Clerk

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

GEORGIANA SIBLEY GLENN,

Plaintiff,

vs.

CHARLES LESLIE GLENN,

Defendant.

DECREE

THIS CAUSE came on regularly to be heard in open court this 12th day of February, 1949, upon the amended complaint of the plaintiff herein and the answer thereto of the defendant herein, W. H. Langroise and W. E. Sullivan appearing as attorneys for plaintiff, and Maurice H. Greene and Raymond D. Givens appearing as attorneys for defendant. Oral and documentary evidence was introduced and the cause submitted to the court for decision, and the court being fully advised in the premises finds, concludes, decides and decrees as follows:

I

That findings of fact and conclusions of law were waived by stipulation in writing filed with the Clerk of this Court;

II

That plaintiff herein is now, and for more than six weeks last past, and immediately preceding the filing of the complaint and commencement of this action has been, a bona

fide resident and domiciled within the County of Ada, State of Idaho;

III

That plaintiff and defendant intermarried on April 22, 1930, in Rochester, New York, and ever since have been, and now are, husband and wife;

IV

That three children have been born of the marriage of the parties hereto, to-wit, Georgiana Sibley Glenn, age 17 years; Margaret Harper Glenn, age 15 years; and Charles Leslie Glenn, Jr., age 10 years, and said parties have no community property;

V

That during the marriage of the parties hereto said defendant has treated plaintiff with extreme cruelty, mental in character, and by reason thereof the said plaintiff is entitled to a decree of divorce;

VI

That on January 17, 1948, the parties hereto entered into an agreement in writing settling and determining the property rights, duties and obligations of the parties to this action, and also providing for the custody and support of the three children of the parties, which agreement is sustained by the evidence in this cause, and should be approved and confirmed in this action, a copy of which agreement is in evidence herein, and a copy of which agreement is attached hereto, marked Exhibit A, and by reference made a part of this decree as though set forth at length herein.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage heretofore and now existing between the plaintiff and the defendant be, and the same is, hereby dissolved upon the ground of the defendant's extreme cruelty to

plaintiff, and that the parties have, and each of them is, freed from the bonds of matrimony and all the obligations thereof, and that the plaintiff and defendant are restored to the status of single persons.

2. That said written agreement made and entered into by and between the parties hereto on January 17, 1948, a copy of which is attached to this decree as Exhibit A, as hereinbefore mentioned, is hereby approved and confirmed by this Court, but said agreement is not merged in this decree but survives this decree, and shall continue in full force and effect

DATED: February 12, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Georgiana Sibley Glenn -vs- Charles Leslie Glenn

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 12th day of February A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

Exhibit A

T H I S A G R E E M E N T

MADE in duplicate this 17th day of January 1949, by and between CHARLES LESLIE GLENN, hereinafter called the husband, and GEORGIANA SIDNEY GLENN, hereinafter called the wife, both of the City of Washington, District of Columbia.

W I T N E S S E T H :

WHEREAS, the parties hereto are husband and wife and there have been born to such union and are now living three minor children, namely, GEORGIANA SIDNEY GLENN, 16, MARGARET HARPER GLENN, 15, CHARLES LESLIE GLENN, JR., 8 years of age respectively (hereinafter sometimes referred to as "child" or "children"); and

WHEREAS, certain disputes and differences have arisen between them, by reason of which they have heretofore separated from each other and are no longer living together as man and wife, and it is their mutual desire to enter into the agreement hereinafter expressed for the sole purpose of providing for the custody, support, maintenance and education of said children and other matters set forth herein, which said agreement shall continue in force as set forth below unless they mutually agree to vacate the same; and

WHEREAS, said parties have consulted with and had the advice and counsel of their respective attorneys concerning this Agreement and their rights and obligations in the premises;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The parties hereto agree to live separate and apart from each other for the rest of their natural lives as if sole

and unmarried; and neither party shall interfere with or molest the other party, nor compel the other to dwell with him or her by any legal proceedings or otherwise, nor bring any action for the restoration of conjugal rights.

3. Custody and education of children. The wife shall have the exclusive custody of said children with the following exceptions:

(a) The colleges or schools to be attended by the children after reaching the age of 16 years shall be mutually agreed upon by the parents, but in the event they cannot so agree, then the decision shall be left with Mr. Hiram Sibley, of Rochester, New York, and in the event he is unable or unavailable to act, then with Mr. Coleman Jennings, of Washington, D. C., and in the event neither is able or available to act, then with Mr. Harper Sibley, Sr., of Rochester, New York. Should it be decided, on the basis described above in this subparagraph (a), that it is for the best interest of Charles that he be sent to boarding school before reaching the age of 16, then the decision shall be made as hereinbefore set forth in this subparagraph (a).

(b) In the case of a child or children attending boarding school or boarding college, the husband shall have the privilege of having the custody of such child or children during one-half of the vacation periods from school such as Christmas Holidays, Easter Holidays and summer vacations, provided that, at the option of the husband, he may forego the privilege of having the custody of such child or children during any part of the Christmas or Easter Holidays and add the equivalent thereof to the

period he is entitled to the custody of such child or children during the summer vacation.

(c) Should the children or any of them, having reached the age of 16 years, be attending day school or day college, the parent, if any, whose residence is in the same city where the child or children is or are attending day school or day college shall have the exclusive custody of such child or children, in which event the other parent shall have the privilege of having the custody of said child or children for a period of ten weeks in the summer and in addition either the Christmas or Easter Holiday period, but, should said other parent so desire, he or she may forego the privilege of having the custody of such child or children during any part of the Christmas or Easter Holidays and add the equivalent thereof to the period he or she is to have the custody of such child or children during the summer vacation.

(d) In the case of the aforesaid son, Charles, until he attains the age of 12, the husband shall have the privilege of having the custody of such child during one-half of the vacation periods as defined in subparagraph (b) above, provided that, at the option of the husband, the husband may forego the privilege of having the custody of such child during any part of the Christmas or Easter Holidays and add the equivalent thereof to the period he is entitled to the custody of such child during the summer vacation.

(e) Should the children or any of them discontinue attending school after having reached the age of 16 years, said child or children shall have the privilege of decid-

ing with which parent and for what period of time he or she desires to reside, in which event the parent with which such child or children decides to reside shall have the exclusive custody of such child or children during the period of time so chosen, and the other parent shall have the privilege of having the custody of said child or children for a period of not less than two months during each calendar year.

(f) During such period as any child or children shall be in the custody of one parent, the other parent shall have the right to visit such child or children at all reasonable times, provided that such visits do not interfere with the health or education of such children.

(g) The parent having custody of the children or any of them shall keep the other parent informed of the whereabouts of such child or children and notify him or her of any illness or accident or other circumstance seriously affecting the health or welfare of such child or children.

3. In connection with any traveling between the places of residence of the husband and wife necessitated by the provisions of paragraph 2 above, the wife will pay one-half of all expenses of one round-trip annually for each child. The husband will pay for all other traveling expenses of the children in connection with such trips.

Maintenance of Children

4. The husband shall pay to the wife, commencing June 1, 1943, the sum of $100 per month for the support, maintenance and education of each child until such child shall reach the age of 21 years, or marry, or become self-supporting, with-

out reduction, except as hereinafter provided, for such time as such child or children may be with the husband. This obligation shall be a charge against the husband's estate in the event he dies prior to the expiration of the time provided for herein for the support of said children, and this agreement shall be binding on his heirs, devisees, executors, administrators, legatees and assigns, said payments to begin June 1, 1948. Said amount of $100 per month for each child shall be subject to pro rata adjustment dependent upon the increase or decrease in the husband's future salary or earnings, provided that no increase or decrease of less than 10% in any one year shall be considered. Should a child or children, in accordance with paragraphs 2 (d) and 2 (e) hereinbefore, be residing with the husband, then and in such event the payments provided for herein shall be paid to the wife only for such time as said child or children shall be residing with her.

5. The husband is at the present time the holder of, and insured under, three policies of life insurance as follows:

Massachusetts Mutual Life Insurance Policy	$1,337,256	$6,000
Massachusetts Mutual Life Insurance Policy	$786,152	$10,000
United States Government Policy	$1,200,674	$10,000

and he agrees that he will continue to pay the premiums on said policies of life insurance and will designate Georgianna Sibley Glenn, the daughter, as the beneficiary of the policy in the sum of $6000 and Margaret Harper Glenn and Charles Leslie Glenn, Jr., each as beneficiaries under the policies in the sum of $10,000 each, as long as he is required hereunder to make the monthly payments hereinbefore mentioned.

6. The wife will pay to the husband the sum of $500 for any and all interest he might or could have in the household fur-

niture and lease covering premises Apt. #6, E.-106 E. 85th Street, New York City, and deliver to him the Phillip Brooks' Rug belonging to him by June 1, 1948.

7. Each of the parties hereto hereby remises and releases any and all claims and rights of dower or curtesy, whether arising out of their marital relationship or otherwise, which she or he now has or may hereafter acquire in any land or real estate or personal or other property of which the other may now or hereafter be seized or possessed, and waives all right of inheritance from the other and waives any right of election which she or he may now or hereafter have to take against any last will and testament of the other, and renounces any right of administration upon the estate of the other, and each of the parties agrees to execute and acknowledge any instruments which may be necessary in order to assure to the other such release or waiver, so that the parties may act regarding their real and personal or other property exactly as if they were single and unmarried, and each party hereby appoints the other his or her attorney in his or her name, place and stead, to sign, seal and deliver all necessary or other proper releases of dower and curtesy or other instruments for the transferring, surrendering and relinquishing of all estate, right, title and interest which he or she now has or may hereafter acquire in any real, personal or other property now or hereafter owned by such other party.

8. The wife hereby releases the husband from any claims and liability for her maintenance and support and from all claims and duties arising out of the marital relationship except as herein provided. She represents that there are no debts contracted by her for which the husband is or might be responsible and agrees that she will not incur any further obligations in

the name of the husband or pledge his credit.

9. The obligations set forth in this Agreement shall be binding upon the heirs, executors, administrators and personal representatives of the parties.

10. This Agreement is for the purpose of amicably settling the property interests of the parties. It has not been entered into for the purpose of binding either party to any policy in any action by either party for divorce, and the parties have not agreed and do not agree to a divorce, and have not agreed and do not agree not to defend any action brought by either party for divorce. This Agreement is entered into with the understanding that such Agreement is to be and remain effective regardless of whether either party shall ever institute a proceeding for divorce against the other or obtain any such divorce, irrespective of the terms of the decree or judgment in any such proceeding. Each party is and shall remain at liberty to institute or not to institute any proceeding for divorce or to assert any defenses which either may have in a proceeding for divorce brought by the other, and no provision of this Agreement shall affect the liability of the other for counsel fees or court costs in any such proceeding which may be brought. This Agreement, however, shall not be a bar to any action for divorce by either party against the other. In any action for divorce instituted by either party against the other, this Agreement shall be incorporated in whole or in part by reference or otherwise in any judgment entered therein. Notwithstanding any such incorporation, the provisions hereof shall not be merged in any such judgment or decree but shall in all respects survive the same.

11. Each party hereby waives, releases and discharges the

other from any and all claims which he or she may or might have, or claim to have, against the other by reason of any matter, cause or thing whatsoever, except matrimonial actions and except claims founded upon the provisions of this Agreement.

12. It is specifically understood by and agreed between the parties hereto that in the event of any breach of any clauses of this Agreement and the waiver thereof by either of the parties hereto, such waiver shall not constitute a condonation of such breach, nor shall it be considered as a waiver of any other provisions of this Agreement. The failure to insist upon strict performance of any of such clauses shall not be deemed a waiver of the right to insist upon strict performance of any other conditions or of the same condition of this Agreement at any other time.

13. With the signing and execution of this Agreement by the parties hereto, all previous agreements heretofore entered into between the parties shall be conclusively deemed to have merged into and become part of this Agreement.

This instrument has been executed in duplicate, each of which is an original.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Sterling Leslie Glenn (SEAL)

Georgiana E. Glenn (SEAL)

Signed, sealed and delivered
in the presence of:

H. Marshall Peter
2800 Woodley Rd. N.W., Wash.D.C.

J. Harry Cosherton 3rd
2320 Wyoming Ave. Washington D.C.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF GOODING

* * * * *

WILLIAM JESS ROGERS	)	
Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
RUBY J. ROGERS	)	
Defendant.	)	

Now, this cause having come on regularly this day for hearing in the above entitled Court, the Honorable D. H. SUTPHEN, District Judge presiding, JOHN A. CARVER, JR., Esq., of Boise, Idaho, appearing as attorney for the plaintiff, and the defendant having been duly and regularly served with process as appears from the records and files in this action, and the defendant having failed to appear or answer and the time for appearance as provided by law having expired, and it appearing by affidavit duly filed in this action that the defendant is not now, nor has she been within the last six months, a member of the military forces of the United States;

Upon motion of the plaintiff the default of the defendant having been duly ordered and entered;

Witnesses having been sworn and examined for and on behalf of the plaintiff, and the plaintiff having submitted proof of the allegations of his complaint, and it appearing therefrom to the satisfaction of the Judge of this court that each and all of the allegations of plaintiff's complaint are true and sustained by competent and legal evidence and that the plaintiff is entitled to the relief prayed for,

NOW THEREFORE, on motion of the plaintiff, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore and now existing between the plaintiff WILLIAM JESS ROGERS

and RUBY J. ROGERS, the defendant, be, and tha same are hereby whooly dissolved, cancelled, set aside, and held for naught, and that the parties hereto are absolutely divorced and freed from the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERD ADJUDGED AND DECREED that the plaintiff pay to the defendant, for the support and care of Brenda Loraine Rogers, minor child of plaintiff and defendant, until the said child shall reach the age of 18 years, or until further order of this court the sum of fifty ($50.00) a month.

DATED and entered this 21 day of February, 1949

D. H. SUTPHEN

District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of William Jess Rogers -vs- Ruby J. Rogers

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 21st day of February A. D. 1949

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

BETTY JO ANDERSON, Plaintiff, -vs- JUNIOR C. ANDERSON, Defendant.	FINAL DECREE

The above entitled cause came on regularly for hearing before the Court, sitting without a jury, on this 24 day of February, 1949, the plaintiff appearing in person and by her attorney and the defendant not appearing, either in person or by attorney, and it appearing from the records and files in this action that the defendant was duly and regularly served with Summons as provided by law, and that the time for answering or otherwise pleading to plaintiff's Complaint has expired, and it further appearing from the affidavit of plaintiff that defendant is not engaged in the Military Service of the United States as defined by Section 101 (1) of that act of Congress known as the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the default of said defendant for failure to appear or plead to plaintiff's complaint having been entered herein, by order of the Court, and witnesses having been sworn and having testified on behalf of plaintiff, and the cause having been submitted to the Court for decision, and the court having found that plaintiff is entitled to a decree of Divorce from defendant upon the grounds of Extreme Cruelty as prayed in plaintiff's Complaint,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, and this does order, adjudge and decree that the bonds of matri-

mony heretofore and now existing between plaintiff and defendant are hereby dissolved and set aside and the said parties are, after the entry of this decree, each restored to the statis of single persons.

Dated this 24 day of February, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Betty Jo Anderson -vs- Junior C. Anderson

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 24th day of February A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * *

MARGARET BRACKENBURY,
Plaintiff,
-vs-
JOHN ROBERT BRACKENBURY,
Defendant.

D E C R E E

* * *

The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, at Gooding, in the County of Gooding, State of Idaho, upon the 24th day of February, 1949, the plaintiff appearing in person and by her attorney, Perce Hall, and the defendant appearing not, neither in person, by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant John Robert Brackenbury had been duly and regularly served with summons in the manner provided by law and that said defendant had failed to appear and answer, demur or otherwise plead to the plaintiff's complaint within the time allowed by law, and the Court having entered its order allowing the entry of default judgment against said defendant, the default of said defendant was duly and regularly entered according to law.

And the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of her complaint, the cause was submitted and after duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's

complaint in favor of the plaintiff and against the defendant and finds that the defendant has been guilty of extreme cruelty towards the plaintiff and that by reason thereof the plaintiff is entitled to have dissolved the bonds of matrimony heretofore and now existing between the plaintiff and the defendant;

And the Court further finds that upon the 12th day of January, 1949, the plaintiff and the defendant made and entered into one certain agreement in words and figures as follows:

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 12th day of January, 1949, by and between JOHN ROBERT BRACKENBURY, hereinafter designated as the first party, and MARGARET BRACKENBURY, hereinafter designated as the second party, WITNESSETH:

WHEREAS, The parties hereto are husband and wife and because of certain differences and disagreements which have arisen between them, they now plan to live separate and apart from each other, And,

WHEREAS, The said parties desire to settle and adjust certain of the differences and disagreements which have arisen between them, NOW, THEREFORE;

IT IS MUTUALLY UNDERSTOOD AND AGREED Between the parties hereto as follows:

1. That the parties hereto have one minor child, to-wit, Phillip Brackenbury, a boy five years of age, and it is agreed that the second party shall have and she is hereby awarded the care, custody and control of said minor child, and that the first party shall have the right to visit said child at reasonable times and to have said child visit him at reasonable times and for reasonable periods of time; that the first party shall pay to the second party towards the support and maintenance of said minor child and of the second party the sum of $75.00 per month on or before the 1st day of each and every month hereafter, commencing with the 1st day of February, 1949, and that the first party shall continue to make such payments for said child until the child reaches the age of majority; provided, however, that the said amount to be paid shall be subject to change by order of any Court having jurisdiction over the parties, such change to be based upon changed circumstances of the parties.

2. Neither of the parties to this agreement shall do or say anything intended or calculated to alienate the affection of said minor child from the other party.

3. It is understood that the parties hereto have certain moneys due and owing to them under Land Sale Contract dated November 15, 1945, executed by them, as sellers, with John H.

Battreall and Daisy E. Battreall, husband and wife, as buyers, covering real property described as Lots 11 and 12, 29 and 30, of Block 14 of College Place, City of Portland, Multnomah County, State of Oregon. The first party hereby assigns, transfers and sets over unto the second party all right, title, claim and interest which he now has or may hereafter acquire in and to any of such moneys, including both principal and interest, to be paid under said contract, and the first party hereby authorizes and directs Peninsula Mortgage Company of Portland, Oregon, as escrow holder, to pay over and deliver any and all of such moneys to the second party.

4. Insofar as the law will permit, the first party hereby assigns, transfers and conveys unto the second party all right or benefits which he may hereafter acquire under the Social Security Act or the Federal Old Age and Survivor's Insurance provisions, and which are the lawful subject of assignment, to have and to hold the same unto the said second party for the use, benefit and education of the said Phillip Brackenbury.

5. It is agreed between the parties hereto that all property hereafter acquired by either of them, whether by accumulation, investment or from their own labor, shall be the sole and separate property of the party acquiring the same, free and clear of any claim, interest or control whatsoever of the other party.

6. In the event the second party commences an action for divorce against the first party, it is agreed that all costs and attorney's fees incurred by her in such action shall be paid by the said second party.

7. Subject to the approval of any Court in which any action for divorce may be filed, this agreement may be incorporated into and may become a part of any decree of divorce which might be entered in any such action by the Court having jurisdiction.

IN WITNESS WHEREOF, The said parties have hereunto set their hands the day and year herein first above written.

/S/ JOHN ROBERT BRACKENBURY
FIRST PARTY

/S/ MARGARET BRACKENBURY
SECOND PARTY

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE.)

On this 18th day of January, 1949, before me, the undersigned, a notary public in and for said State, personally appeared JOHN ROBERT BRACKENBURY and MARGARET BRACKENBURY, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

/S/ PERCE HALL
Notary Public for Idaho,
Residing at Mountain Home, Idaho.

The Court concludes as a matter of law that said agreement should be confirmed and approved and incorporated in this decree, NOW, THEREFORE;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff Margaret Brackenbury and the defendant John Robert Brackenbury be and the same are hereby dissolved and that the plaintiff be and she is hereby divorced from said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the division of property, as evidenced by the foregoing Agreement, together with said Agreement, be and the same is hereby confirmed and approved and the property conveyed to the plaintiff under said Agreement is hereby awarded to the plaintiff, to be hereafter held by the plaintiff as her sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be and she is hereby granted the care, custody and control of Phillip Brackenbury, minor child of the plaintiff and the defendant, and that, subject to the further order of the Court, the defendant shall hereafter pay to the plaintiff towards the support and maintenance of said minor child and of the plaintiff the sum of $75.00 per month on or before the 1st day of each and every month hereafter.

Done in open Court at Gooding, in the County of Gooding, State of Idaho, this 24th day of February, 1949.

D. M. STUPHEN
District Judge

STATE OF IDAHO,)
COUNTY OF GOODING.) ss.

I, Bert Bowler, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 24TH day of February, 1949.

Bert Bowler
Clerk of the District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

DORIS TATUM,

Plaintiff,

-vs-

JAMES TATUM,

Defendant.

DECREE OF DIVORCE

This cause came on regularly for trial before this court, sitting without a jury, on this 25th day of February, 1949; Dunlap & Dunlap of Caldwell, Idaho, appearing as attorneys for the plaintiff, and defendant not appearing at said trial either in person or by his attorneys, and in accordance with the written consent of defendant's counsel, Caldwell & Alexanderson, of Caldwell, Idaho, the demurrer of the defendant on file herein was overruled and in accordance with the written refusal of defendant to plead further herein, the default of the defendant for refusal to plead further was entered, whereupon the court proceeded with the hearing of said cause.

Plaintiff and witnesses were sworn and testified and the plaintiff rested her case, and the court finding that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of extreme cruelty and that the defendant is entitled to have restored to her her maiden name, to-wit, Doris Kinney,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and the same are hereby wholly dissolved and the parties hereto are both freed from the obligations thereof and the said plaintiff is hereby granted an absolute decree of divorce from the defendant on the grounds of extreme cruelty and the said parties are, after the entry of this decree, each restored to the status of single persons.

It is further ORDERED, ADJUDGED, AND DECREED That plaintiff's maiden name of Doris Kinney be and it hereby is restored to her.

Dated this 25th day of February, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Doris Tatum -vs- James Tatum

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 25th day of February A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

DUNLAP & DUNLAP
LAWYERS
CALDWELL, IDAHO

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF G O O D I N G

KENNETH W. WILLIAMS,
Plaintiff,
-vs-
VIVIAN O. WILLIAMS,
Defendant

DECREE

This cause came on regularly for hearing the ~~23rd~~ 25th day of ~~January~~ February, 1949, before the Court without a jury on the plaintiff's Complaint filed herein. The defendant having appeared neither in person nor by attorney and it appearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required by law to demur to, answer or plead to said Complaint has expired, and this her default for so failing to plead to said Complaint within the time required by law has been duly and regularly entered herein, the Court proceeded with the trial of said cause.

Witnesses were called, sworn and testified for and on behalf of plaintiff and the case was submitted to the Court for final determination and decision, and the Court having found that the plaintiff and defendant were duly married at Winnemucca, Nevada, on the 12th day of June, 1948, and the plaintiff having been for more than six weeks last past, a bona fide resident of the State of Idaho, and that the defendant, disregarding the solemnity of her marriage vows, has caused the plaintiff great mental and physical suffering, pain and anguish, and is such as to constitute cruelty.

The Court ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's Complaint.

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony now existing between the abo e named plaintiff and the above named defendant be, and the same are hereby dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof.

DATED: This ~~23rd~~ 25th day of ~~January~~ February, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Kenneth W. Williams -vs- Vivian O. Williams

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 25th day of February A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

THOMAS M. SLIMAN,

Plaintiff,

-vs-

BEVERLY ANN SLIMAN,

Defendant.

DECREE.

Leave of the Court having first been granted this matter came on to be heard before the Court at Gooding, Idaho, on the 3rd day of February, 1949, the plaintiff appearing in person and by his attorney of record, C. H. Higer, of Emmett, Idaho, and the defendant being in default made no appearance, and based upon the Military Service Affidavit of the plaintiff, to the effect that the defendant was not in the Military Service of the United States of America, the Court entered her default for failure to answer, plead or demur to said complaint within the time allowed by law for so answering, pleading or demurring.

THEREUPON, the Court heard the sworn testimony of the plaintiff, and his corroborating witness, and from said testimony the Court finds that the defendant has inflicted upon this plaintiff extreme cruelty, as alleged in plaintiff's complaint; and the Court further finds that the plaintiff is a fit and proper person to have the care, custody and control of Thomas Michael Sliman, the minor child of plaintiff and defendant.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED, by the Court, and this does order, adjudge, and decree, that the bonds of matrimony, heretofore and now existing between plaintiff and defendant be, and they are hereby dissolved and plaintiff and defendant are hereby absolutely divorced from one another; and it is the further judgment of the Court that the plaintiff be, and he is hereby

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

AWARded the care, custody and control of Thomas Michael Sliman, the minor child of plaintiff and defendant; and for a further judgment of the Court that all of the community property, more particularly described as follows, to-wit:

The following described real property located in Ada County, Idaho, to-wit:

Lots 12 and 13, Vails Subdivision adjoining Boise, Idaho, in Ada County, Idaho.

and the following described personal community property:

One-1937 Hudson-Terroplane, four-door Sedan,
One-1939 Plymouth Coupe,
One-U.S. Gov't check for $29.10, made payable to both plaintiff and defendant,
Household goods and household furnishings of a modest home,

be, and the same as hereby awarded to plaintiff as his sole and separate property and estate.

DATED this 26th day of February, 1949.

D. H. Surphen
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Thomas M. Sliman -vs- Beverly Ann Sliman

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 26th day of February A. D. 1949

Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF IDAHO

- - - - -

BESSIE FERN REEDER,	)	No. 5145
Plaintiff,	)	DECREE OF DIVORCE
vs.	)	
ELMER M. REEDER,	)	
Defendant.	)	

- - - -

This action came on for hearing before The Honorable Leo McCarty, District Judge, at his chambers in Lewiston, Nezperce County, State of Idaho, on this day, it appearing that the defendant has been served with a copy of the Complaint and Summons, and the defendant not having filed any demurrer, answer or other appearance to the Complaint of the plaintiff, and his default having been duly entered in the premises, upon proper showing that the said defendant is not engaged in the military or naval service of the United States of America, and the evidence having been submitted to the Court, and the Court having been fully advised in the premises, finds and decides that all of the allegations in the plaintiff's Complaint contained are true and correct and that the relief prayed for therein shall be granted.

NOW THEREFORE, ON MOTION OF WILBUR L. CAMPBELL, ATTORNEY FOR THE PLAINTIFF,

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff and the defendant be and the same are hereby dissolved and that the plaintiff and the defendant are divorced, and that they are each relieved from the marital obligations from and after the date of this decree herein.

Dated and signed at Chambers in Lewiston, Idaho, January 20, 1949.

Leo McCarty
District Judge

Entered and Filed
Jan 21 1949
Carl T. Reuter
Clerk of District Court

CERTIFICATE

STATE OF IDAHO }
County of [illegible] } ss.

I, Carl T. Reuter, Clerk of the District Court in and for the County of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the Deed of Trust from Bessie Fern Reeder and Elmer M. Reeder to [illegible] as recorded in my office in Book 9 of Deeds of Trust on page 13 thereof.

WITNESS my hand and official seal this 10 day of March A. D. 1949 at Grangeville, Idaho.

CARL T. REUTER, Clerk of District Court
By Della Bazinger, Deputy

5761

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF IDAHO

ROSCOE C. HENDERSON, Plaintiff,

vs.

LEONA C. HENDERSON, Defendant.

No. 5146

FILED

DECREE O'CLOCK M.

FEB 3 1949

CARL T. REUTER
Clerk of District Court

By Deputy

The above entitled cause came on duly and regularly for trial on the 3rd day of February, 1949, the plaintiff appearing in person and by his attorney and neither the defendant, nor any person on her behalf appearing, and it appearing from the records and files herein that the defendant was duly and regularly served with summons and complaint personally in Los Angeles, Los Angeles County, State of California, on the 10th day of January, 1949, pursuant to the order of the court for publication of summons, or personal service thereof outside this State of Idaho in lieu of publication; and it further appearing that the defendant has not answered, demurred, or otherwise pleaded, or appeared, in said cause within the time allowed by law, and it appearing that the time for such appearance has expired and that the defendant is in default and that her default has been duly and regularly entered herein; it appearing further from the affidavit of the plaintiff that the defendant is not and has not been engaged in military service of the armed forces of the United States at any time since the filing of the complaint herein; and it appearing that the allegations of plaintiff's complaint are true and the court being fully advised and the cause having been fully submitted.

PAUL G. EIMERS
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

NOW THEREFORE, IT IS HEREBY ORDERED ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and defendant are hereby disolved and the plaintiff, Roscoe C. Henderson, is granted an absolute divorce from the defendant, Leona C. Henderson.

Done at Chambers this 2nd. day of February, 1949.

LEO McCARTY
Judge of the District Court

Entered and Filed Feb 3,1949
Carl T. Reuter,Clerk of District Court

CERTIFICATE

ss.

Roscoe C.Henderson vs.
Leona C. Henderson

of record in my office in Book 9 of Judgment Record on page 14 thereof.

WITNESS my hand and official seal this 10 day March, A. D., 1949, at Orangeville, Idaho.

CARL T. REUTER, Clerk of District Court
By Nella Basinger, Deputy

(Seal)

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME.

* * * * *

NANA LEE GRIGGS,
Plaintiff,
vs.
JAMES DAVID GRIGGS,
Defendant,

5762

DECREE OF DIVORCE

Copy.

* * * * *

THE ABOVE matter came on for hearing before the undersigned Judge on a regular term day of the above entitled Court.

IT APPEARING to the Court that due, legal, and proper service of the summons and complaint has been made upon the defendant upon an order based upon an affidavit filed by the Plaintiff, said affidavit and order are entered of record by the Clerk of the above entitled Court. That defendant's time to answer or demur to said complaint or otherwise appear has expired, and that his default has been duly entered by the Clerk; Plaintiff appearing in person and by her attorney;

Thereupon, the matter being ready for hearing and determination by the Court witnesses were by the Court sworn and the Court proceeded to hear the testimony of the plaintiff and her said witnesses.

It appearing from the testimony that the plaintiff was and has been a resident of the State of Idaho for more than six weeks immediately prior to the commencement of this action, and this evidence was duly corroborated by other testimony of another competent party.

After hearing the testimony of the plaintiff, and it appearing to the Court that all the material allegations of the complaint were sustained by competent testimony, free, and clear of any and all legal objections, and that the plaintiff is entitled to a divorce from the defendant, and that the bonds of matrimony existing between the plaintiff and the defendant be dissolved.

NOW, THEREFORE, it is the judgment of this Court that the bonds of matrimony now existing between Nana Lee Griggs and James David Griggs be dissolved, and that each of the said parties to the said marriage be restored to the status of a single, unmarried person; That the said Nana Lee Griggs, plaintiff, have the control, care and custody of the said minor daughter, issue of said marriage, named Alice Kay Griggs, until she reaches the age of majority, or until further order of the Court.

DONE This 28th day of February, 1949 at Jerome, Idaho.

Case No. 3163
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED MAR 3 1949
Mabel A Beveridge
CLERK
BY ..... DEPUTY CLERK

Hugh A. Baker
Presiding Judge of the District Court.

COMPARED

Book 6 Judg. Page 61

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

FEB 1 1949

DORIS HUGHES,) 14170
Plaintiff,)
vs.) DECREE
REFFORD D. HUGHES,)
Defendant.)

THIS MATTER having come on regularly to be heard on this 1st day of February, 1949, before the undersigned District Judge; plaintiff appearing in person and being represented by her attorney, Wm. S. Hawkins; the defendant not appearing either in person or by counsel; the defendant having admitted and acknowledged service of a true and correct copy of the complaint and summons herein on the 19th day of January, 1949, at Balboa, Canal Zone, and his acceptance of service being on file in the above entitled Court; the defendant having filed herein her answer and waiver of notice of time and place of hearing said action on its merits; the plaintiff and her witness having been duly and regularly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted as to the residence of said plaintiff; the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the

plaintiff is entitled to an absolute decree of divorce upon the ground of Extreme Cruelty, dissolving the bonds of matrimony existing between the plaintiff and defendant; and that plaintiff is entitled to be awarded the care, custody and control of the minor children Barbara Lee and Richard Dean, subject to the right of the defendant to reasonable visitation; and that plaintiff is entitled to have a judgment against the defendant for the sum of $25.00 per month per child for the support, maintenance and education of said children, to continue until said child or children has attained the age of majority, or is sooner married or self-supporting; now therefore, upon motion of Wm. S. Hawkins, attorney for the plaintiff, it is, by this Court,

ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, DORIS HUGHES and the defendant, REFFORD D. HUGHES, be, and the same are, hereby vacated, dissolved and set aside upon the ground of Extreme Cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be, and she is hereby awarded the care, custody and control of the minor children, Barbara Lee and Richard Dean, subject to the right of the defendant to reasonable visitation, and,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be, and she is hereby given judgment against the defendant for the sum of $25.00 per month per child for the support, maintenance and education of said children, to continue until said child or children has attained the age of majority, or is sooner married or self-supporting.

DATED, this 1st day of February, 1949.

D. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By: _____
Deputy

STATE OF IDAHO)
ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court, on this, the 1st day of February, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

5764

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

FEB 2 1949

ELINOR RICHARDSON,
Plaintiff,
-vs-
JACK E. RICHARDSON,
Defendant.

14158

DECREE OF DIVORCE.

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho before the Honorable O. C. Wilson, one of the Judges of said Court, on the 2nd day of February, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after service of summons and acknowledgment thereof in writing; and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Elinor Richardson, and defendant, Jack E. Richardson, be and the same are hereby set aside and held for naught, and plaintiff, Elinor Richardson, is granted a decree of absolute divorce from defendant, Jack E. Richardson, on the ground of mental suffering, amounting to extreme cruelty.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 2nd day of February, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,) ss
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 2nd day of February 1949.

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

5765

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

LEO J. BRUCE,
Plaintiff,
-vs-
AVA BRUCE,
Defendant.

14159

DECREE OF DIVORCE

FEB 2 1949

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho before the Honorable O. C. Wilson, one of the Judges of said Court on the 2nd day of February, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after service of summons; and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by his attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law and in favor of the plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Leo J. Bruce, and defendant, Ava Bruce, be and the same are hereby set aside and held for naught, and plaintiff, Leo J. Bruce, is granted a decree of absolute divorce from defendant, Ava Bruce, on the ground of mental suffering, amounting to extreme cruelty.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 2nd day of February, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,) ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above Court hereby certify the foregoing to be a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 2 day of February, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

14177

5766

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

JANICE L. REID,

Plaintiff,

vs.

DELBERT A. REID,

Defendant.

FEB 4 1949

DECREE

Sue Langford

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her attorney, C. J. Hamilton, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service of the Summons, in accordance with the law and order of this court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the plaintiff is entitled to a Decree herein, as prayed for in plaintiff's complaint, and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of C. J. HAMILTON, attorney for plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the plaintiff, JANICE L. REID, and the defendant, DELBERT A. REID, be, and the same hereby are vacated, dissolved and set aside on the ground of mental cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the maiden name of the plaintiff, JANICE DENPPLE be restored.

Done in open Court this 4th day of February, A.D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: Alberta Platt
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of JANICE L. REID, plaintiff, versus DELBERT A. REID, defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of this Court on this the 4th day of February, A.D., 1949.

Jas. A. Foster
Clerk

By: Sue Langford
~~Alberta Platt~~
Deputy

COPY 5767

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

FEB 8 1949

RICHARD W. TIERNEY,
Plaintiff,
vs.
AUDREY G. TIERNEY,
Defendant.

No. 14187

D E C R E E

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service as shown by the records herein.

3. The plaintiff shall contribute the sum of $35.00 per month toward the support, maintenance and education of Joan Yvonne, minor daughter of the parties, during her minority or dependency; such payments to be made to the actual custodian of said minor daughter, presently her maternal grandmother, Gertrude Whitford.

4. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the

plaintiff on the grounds that the parties have heretofore continuously lived separate and apart without cohabitation for a period of more than five years.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 8th day of February, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 8th day of February, 1949.

Jas. A. Foster
Clerk

By_____
Deputy

COPY

14199

5768

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

FEB 8 1949
JAS. A. FOSTER

FRANK DRISCOLL,
Plaintiff,
vs.
LUCILLE DRISCOLL,
Defendant.

No. _____

DECREE

This cause having regularly come on to be heard before the undersigned Judge of the above entitled Court at 10:00 A.M. on the date hereof, plaintiff appearing in person and through J. Ward Arney, his attorney, and defendant having been duly served and appearing through Mr. Clay V. Spear, her attorney, by demurrer and the demurrer having been submitted and overruled and the defendant declining to further plead and waiving notice of time and place of hearing on the complaint and being in default and the requisite non-military service affidavit being on file herein and competent and corroborative, oral and documentary evidence having been offered and received and the Court being fully advised in the premises; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff is hereby granted a divorce from defendant on the grounds of mental cruelty.

(2). Defendant is restored to her former name of Lucille Petretee.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 8th day of February, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

COPY

5769

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

D. F. McGINNIS,

Plaintiff,

vs.

MINNIE McGINNIS,

Defendant.

No. 14183

STATE OF IDAHO } ss.
County of Kootenai }
FEB 8 1949
JAS. A. FOSTER

DECREE

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under $7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 8th day of February, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

X

5770

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

RALPH D. TUCKER,

Plaintiff,

vs.

BARBARA W. TUCKER,

Defendant.

14180

STATE OF IDAHO } ss.
County of Kootenai }
Filed FEB 8 1949

DECREE

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with his attorney, E. T. Knudson, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service within the State of Idaho in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and

that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of E. T. Knudson, attorney for Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, RALPH D. TUCKER, and the Defendant, BARBARA W. TUCKER, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

Done in open Court this 8th day of February, A.D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of RALPH D. TUCKER, Plaintiff, versus BARBARA W. TUCKER, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 8th day of February, A. D., 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

X

COPY 5771

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

STATE OF IDAHO, } ss. Office of Recorder
Filed FEB 8 1949
JAS. A. FOSTER

OPAL WILLEFORD, (No. 4116

Plaintiff,

vs.) DECREE

SAMUEL WILLEFORD, JR.,

Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The care, custody and control of Tommy Dell, born April 13, 1947, is hereby vested in plaintiff.

(5). The community property, consisting in household goods, is hereby equally divided between the parties.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 8th day of February, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

COPY 5772

14138

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

FEB 9 1949

JAS. A. FOSTER
Clerk
Alberta Glatt

AGNES BARRETT, (No.

Plaintiff,

vs.) DECREE

CLARENCE BARRETT,

Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). Tract 118, Dalton Gardens Irrigation District, Kootenai County, Idaho, the 1938 Chevrolet car and the war bonds are all hereby vested in the defendant as his sole and separate property; plaintiff having already conveyed her interests in said Tract 118 to the defendant.

(5). Plaintiff shall choose such of the household goods and furnishings as she desires to retain and such household goods and furnishings are hereby vested in plaintiff as her sole and separate property.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this ~~2nd~~ 2nd day of February, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

5773

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

FEB 9 1940
JAS. A. FOS...
Alletta Platt

14185

LILLIAN E. TOTUSHEK,
Plaintiff,
vs.
CHARLES E. TOTUSHEK,
Defendant.

No. _____

DECREE

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service, as shown by the records herein.

3. Marlys, aged 9 years, is the only minor dependent child of the parties within the jurisdiction of the above entitled court; that it is for the best interests of said minor daughter that she remain with her mother, the plaintiff herein, during her minority or dependency, and said plaintiff is hereby awarded the full and complete custody of said minor daughter.

4. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 9th day of February, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said court on this, the 9th day of February, 1949.

_____
Clerk

By _____
Deputy

5774

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

MARCELLA H. SMITH,
Plaintiff,
-vs-
JACK E. SMITH,
Defendant.

14179

DECREE OF DIVORCE

FEB 9 1949
JAS. A. FOSTER

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho before the Honorable O. C. Wilson, one of the Judges of said Court on the 9th day of February, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after service of summons; and defendant's default having been entered by order of the Court;; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law and in favor of the plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Marcella H. Smith, and defendant, Jack E. Smith, be and the same are hereby set aside and held for naught, and plaintiff, Marcella H. Smith, is granted a decree of absolute divorce from defendant Jack E. Smith, on the ground of wilful neglect; it is further ordered, adjudged and decreed, that the care and custody of David Edward Smith, the minor child of plaintiff and defendant shall be and hereby is awarded to plaintiff.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 9th day of February, 1949.

O. C. Wilson

District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above Court, hereby certify the foregoing to be a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 9th day of February, 1949.

Clerk

(Seal)

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

****

ROBERT L. CHAPIN)
Plaintiff,) 14184
vs.) DECREE OF DIVORCE
LUCY T. CHAPIN)
Defendant,)

FILED FEB 9 1949 JAS. A. FOLEY

****

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 9th day of February 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by his attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Robert L. Chapin plaintiff and Lucy T. Chapin defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from

said defendant on the grounds of extreme cruelty.

Dated at Coeur d'Alene, this 9th day of February 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Robert L. Chapin vs. Lucy T. Chapin now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 9th day of February 1949.

Jas. A. Foster
Clerk

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

*****

JOHN J. BEEDLE) 14191

Plaintiff,)

vs.) DECREE OF DIVORCE

PEARL BEEDLE)

Defendant,)

****

FEB 10 1949

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on this 10th day of February 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the defendant voluntarily entered her appearance in said cause and filed a written stipulation waiving the entry of findings of fact and conclusions of law and waiving any further time or notice of the time and place of trial and the plaintiff appearing in person and being represented by his attorney Harold S. Purdy and the defendant not being present or being represented whereupon witnesses were sworn and testified on behalf of plaintiff, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between John J. Beedle, plaintiff and Pearl Beedle defendant be, and the same hereby are set aside and held for naught and plaintiff is granted a decree of absolute divorce from said defendant upon the grounds of extreme cruelty.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that defendant be

decreed as her sole and separate property all of the following real and personal property to wit:

REAL ESTATE

The South one half (S½) of Lot one (1) of Block Seventeen (17) of East LaCrosse Addition, according to the plat thereof on file and of record in the Office of the County Recorder, Kootenai County, Idaho.

PERSONAL PROPERTY

Household furniture etc.

Dated at Coeur d'Alene, this 10th day of February 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of John J. Beedle vs. Pearl Beedle now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 10th day of February 1949.

Clerk Jas. A. Foster

By _____
Deputy

X

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

CAMERON B. BENSON, (No. 14188
Plaintiff,
vs.) DECREE
DORIS MAE BENSON,
Defendant. (

FILED IN THE DISTRICT COURT STATE OF IDAHO FEB 11 1929 JAS. A. FOSTER

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The custody of Cameron Reed, aged 10, and Carol Lea, aged 8, is hereby vested in the defendant, reserving to plaintiff the right of reasonable visitation with said children and, during the minority

or dependency of each of said children, the plaintiff shall pay to the defendant the sum of $50.00 per month toward the support, maintenance and/or education of each of the children and, as long as defendant is unmarried or lives, plaintiff shall further pay defendant the sum of $25.00 per month toward the support of defendant and, additionally, will pay all emergency expenses, such as hospital, medical, surgical, dental, optical and the like for either child or both children, during the minority or dependency of each child.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 11th day of February, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

STATE OF IDAHO)
ss.
COUNTY OF KOOTENAI)

THIS IS TO CERTIFY, that the foregoing is a true and correct copy of decree, entered February 11th, 1949.

_____
Clerk, District Court

5778

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

BETTY L. RAMA,
Plaintiff,
-vs-
HERBERT A. RAMA,
Defendant.

14163

DECREE OF DIVORCE

STATE OF IDAHO
FILED
FEB 14 1949
JAS. A. FOSTER

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, state of Idaho, before the Honorable O. C. Wilson, one of the Judges of said Court on the 14th day of February, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after service of summons and acknowledgment thereof in writing; and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Betty L. Rama, and defendant, Herbert A. Rama, be and the same are hereby set aside and held for naught, and plaintiff, Betty L. Rama, is granted a decree of absolute divorce from defendant, Herbert A. Rama, on the ground of mental suffering, amounting to extreme cruelty; that plaintiff's former married name, Betty L. Kellum shall be and hereby is restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 14th day of February, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,) ss
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 14th day of February, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

5779

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

Alberta Hatt 14198

RUTH D. KRIESEL,

Plaintiff,

vs.

THEODORE J. KRIESEL,

Defendant.

D E C R E E

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her attorney, C. J. Hamilton, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service of the Summons, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the plaintiff is entitled to a Decree herein, as prayed for in plaintiff's complaint, and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of C. J. HAMILTON, attorney for plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the plaintiff, RUTH D. KRIESEL, and the defendant, THEODORE J. KRIESEL, be, and the same hereby are vacated, dissolved and set aside on the ground of mental cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor child of these parties to-wit: SHARAN M. KRIESEL is hereby awarded to the plaintiff, with the privilege on the part of the defendant of visitation with said child at all reasonable times, provided the Defendant is not in arrears in any alimony or support payments ordered by the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant pay a reasonable attorneys fee of $125, and costs of $15 and child support of $40 per month and alimony of $75 per month.

Done in open Court this 18th day of February, A.D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of RUTH D. KRIESEL, plaintiff, versus THEODORE J. KRIESEL, defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 18th day of February, A.D., 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

5780

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

CARTER O'FARRELL,

Plaintiff,

-vs-

GLADYS L. O'FARRELL,

Defendant.

14112

DECREE OF DIVORCE

STATE OF IDAHO
FILED
FEB 22 1949
JAS. A. FOSTER

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho before the Honorable O. C. Wilson, one of the Judges of said Court, on the 22nd day of February, 1949; the defendant Gladys L. O'Farrell, having failed to answer, demur or plead within the time allowed by law after legal service of summons, and her default having been entered by order of Court after filing of affidavit of non-military service of defendant by plaintiff; the plaintiff appearing by his attorney, Harry H. Kinsey, and the deposition of plaintiff having been regularly published and entered of record by order of the Court on behalf of plaintiff; and from such proof and other evidence oral and written introduced, and the Court being fully advised in the premises, and entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Carter O'Farrell, and defendant, Gladys L. O'Farrell, be and the same are hereby set aside and held for naught, and plaintiff, Carter O'Farrell, is granted a decree of absolute divorce from defendant, Gladys L. O'Farrell, on the ground of mental suffering, amounting to extreme cruelty.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 22nd day of February, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)
County of Kootenai.) ss

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of this said Court this _____ day of February 1949.

Clerk

By _____
Deputy

(Seal)

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

BLANCHE V. WRIGHT,

Plaintiff,

vs.

MAXON T. WRIGHT,

Defendant.

14181

FILED
FEB 25 1949
JAS. A. FOR

DECREE

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her Attorney, E. T. Knudson, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service within the County of Kootenai, State of Idaho, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff has established by competent evidence all of the material allegations of her Complaint and that the Plaintiff is entitled to a Decree herein

as prayed for in Plaintiff's Complaint and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of E. T. Knudson, Attorney for the Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, BLANCHE V. WRIGHT, and the Defendant, EAKON T. WRIGHT, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

IT IS, FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor child of these parties, to-wit: a son named TEDDY LEE WRIGHT, is hereby awarded to the Plaintiff, BLANCHE V. WRIGHT.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following described property, to-wit:

> One 1941 Chevrolet Pickup Truck, Motor No. AAF77,632, Serial No. 6AL102820.
>
> Also the following described real property, to-wit:
>
> Beginning at a point 20 feet South and 30 feet East of the Northwest Quarter corner of the East Half of the Southwest Quarter of the Southwest Quarter in Section 31, Township 52 North, Range 4, W.B.M.; thence South 208.75 feet; thence East 208.75 feet; thence North 208.75 feet; thence West 208.75 feet to point of beginning, which Tract is also known and referred to as Tax No. 899, in Kootenai County, Idaho.
>
> Also a tract described as follows:
>
> Beginning at a point 30 feet East and 12 feet South of the Northwest corner of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter in Section 31, Township 52 North, Range 4, W.B.M.; thence East 417½ feet; thence South 313 1/6 feet; thence West 417½ feet; thence North 104 feet and ½ inches; thence East 208 3/4 feet;

thence North 208 3/4 feet; thence West 208 3/4 feet; thence North 8 feet to the place of beginning, which tract is also known and referred to as Tax No. 900, in Kootenai County, Idaho,

is the separate property of the Plaintiff, BLANCHE V. WRIGHT, and that the Defendant has no right, title, interest or estate whatever therein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the community property belonging to the community consisting of these parties is hereby distributed as follows:

The following described property, to-wit:

One 1948 two-ton Studebaker Truck

is hereby decreed to be the sole and separate property of the Defendant.

That the following described property, to-wit:

Lots 1 and 2 of Block 4, Crenshaw's Addition to Rathdrum, Kootenai County, Idaho; two horses and one cow; all household furnishings

is hereby decreed and distributed to the Plaintiff, BLANCHE V. WRIGHT, as her sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant, MAXON T. WRIGHT, shall pay to the Plaintiff, BLANCHE V. WRIGHT, the sum of Fifty ($50.00) Dollars per month for the maintenance and support of the minor child of these parties, said payments to commence from the date of this Decree and to continue until said minor child shall attain the age of majority or shall sooner become self-sustaining or until further order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant shall pay to the Plaintiff the sum of One Hundred ($100.00) Dollars as Attorney's fees herein together with

the additional sum of Twenty Five ($25.00) Dollars as suit money in this action and that said amounts shall be payable immediately upon the filing of this Decree.

Done in open Court this 25th day of February, A.D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of BLANCHE V. WRIGHT, Plaintiff, versus MAXON T. WRIGHT, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the _____ day of February, A.D., 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

5782

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

FERN FRAZIER,

Plaintiff,

vs.

ELLIS D. FRAZIER,

Defendant.

14176

FEB 13 1949

D E C R E E

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her attorney, C. J. Hamilton, but the Defendant did not appear and was not represented.

The court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service of the Summons, in accordance with the law and order of this court. That the Defendant waived all notice of the time or place of the hearing of said cause upon its merits. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The court further finds that the plaintiff is entitled to a Decree herein, as prayed for in plaintiff's complaint, and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW THEREFORE, on motion of C. J. HAMILTON, attorney for plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the plaintiff, FERN FRAZIER, and the defendant, ELLIS D. FRAZIER, be, and the same hereby are vacated, dissolved and set aside on the ground of mental cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor child of these parties, to-wit: BRUCE D. FRAZIER, is hereby awarded to the plaintiff, with the privilege on the part of the defendant of visitation with said child at all reasonable times.

Done in open Court this _____ day of _____, A.D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of FERN FRAZIER, plaintiff, versus ELLIS D. FRAZIER, defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the FEB 18 1949 day of _____, A.D., 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

5783

1195

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

FEB 24 1949

JOYCE SMITH,)
Plaintiff,)
vs.)
ELWOOD SMITH, Jr.)
Defendant.)

DECREE Sue Langford

THIS MATTER having come on regularly for hearing before the undersigned Judge of the above entitled Court, on the 24 day of February, 1949; plaintiff appearing in person and by her attorney, Wm. S. Hawkins; the defendant having been personally served with a true and correct copy of the complaint and summons and his default having been duly and regularly entered and filed herein; the plaintiff being duly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted in connection with her residence; the Court having heard and considered all of the evidence introduced and being duly and fully advised in the premises, and having made its Findings of Fact and Conclusions of Law herein; now, therefore, it is

ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree, that the bonds of matrimony heretofore and now existing between the plaintiff and defendant, be, and the same are, hereby dissolved and set aside and the plaintiff is hereby granted an absolute decree of divorce upon the grounds of Extreme Cruelty, from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff's maiden name of JOYCE MORGAN is hereby restored to her.

DONE in open Court, this 24 day of February, 1949.

(SEAL)

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: Sue Langford
Deputy

STATE OF IDAHO)
ss.
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 24 day of February, 1949.

Jas. A. Foster
Clerk

By: Sue Langford
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI...

DONALD D. CUTHILL,
Plaintiff,
-vs-
JEANNE M. CUTHILL,
Defendant.

14156

DECREE OF DIVORCE

STATE OF IDAHO, County of Kootenai, ss. FEB 24 1949 ... FOSTER ... COPY

This cause came on for hearing in the courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho before the Honorable O. C. Wilson, one of the Judges of said Court, on the 24th day of February, 1949; the defendant, Jeanne M. Cuthill, having acknowledged summons, and filed her verified answer to plaintiff's complaint herein, and thereafter entered a stipulation and waiver, stipulating that the matter might be brought on for hearing at the convenience of the Court, and without further notice to defendant, waiving the entry of findings of fact and conclusions of law, but asking to be awarded the custody of the two minor children of plaintiff and defendant in event a divorce was granted herein; the plaintiff appearing by his attorney, Harry H. Kinsey, and the deposition of plaintiff having been regularly published and entered of record by order of the Court on behalf of plaintiff, and from such proof and other evidence, oral and written, adduced and sustaining the allegations of the complaint; and it appearing that the said two minor children of said parties are in the care of defendant, and receiving $50.00 per month government allotment from plaintiff being in military service; and the Court after due deliberation and being fully advised in the premises:

IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony existing between plaintiff, Donald D. Cuthill, and defendant, Jeanne

M. Cuthill, be and the same are hereby set aside and held for naught, and plaintiff granted a decree of absolute divorce from defendant on the ground of mental suffering, amounting to extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care and custody of Larry Cuthill and Diane Cuthill, the minor children of plaintiff and defendant, shall be and hereby is awarded to the defendant, with right of reasonable visitation reserved to plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant shall continue to receive for the support and maintenance of said minor children the government allotment from plaintiff's military service in the sum of $50.00 during minority, or in lieu thereof the sum of not less than $50.00 per month to be contributed by plaintiff in event said government allotment shall cease.

Done in open Court, at Coeur d'Alene, Kootenai County, State of Idaho, this 24 day of February, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)
) ss.
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above entitled Court hereby certify that the foregoing is a true and exact copy of the divorce decree as it purports to be, now on file in my office.

WITNESS my hand and the seal of said District Court this 24th day of February, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

5785

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

STATE OF IDAHO } ss.
County of Kootenai }
FEB 25 1949
JAS. A. FORTE
Clerk

ABBY MARIE GLIDDEN,

Plaintiff,

vs.

FREDRIC A. GLIDDEN,

Defendant.

14209

DECREE

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her Attorney, E. T. Knudson, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service outside of the State of Idaho and within the State of California, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and

that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of E. T. Knudson, Attorney for the Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, ABBY MARIE GLIDDEN, and the Defendant, FREDRIC A. GLIDDEN, be, and the same hereby are vacated, dissolved and set aside and the Plaintiff is hereby granted an absolute Decree of divorce upon the ground of extreme cruelty, and that the Plaintiff is hereby restored to the status of an unmarried person.

O. J. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of ABBY MARIE GLIDDEN, Plaintiff, versus FREDRIC A. GLIDDEN, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 15 day of February, A. D., 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

ELMER IDE,

Plaintiff,

-vs-

PATRICIA IDE,

Defendant.

No. 7384

Filed February 4 1949
at 10:25 o'clock A. M.
BESSIE BABCOCK, Clerk
By Rose Blanchard Deputy Clerk

D E C R E E

The above entitled cause came on regularly for trial before the above entitled Court on the 1 day of February, 1949, plaintiff appearing in person and by his counsel of record, Estes & Felton, and the defendant having failed to appear, either of record or in person, evidence was introduced on the part of the plaintiff, and the Court being fully advised in the premises;

IT IS HEREWITH ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

I.

That the bonds of matrimony heretofore existing between the plaintiff, Elmer Ide, and the defendant, Patricia Ide, are hereby dissolved and held for naught, and the plaintiff is awarded an absolute divorce.

II.

That the care, custody and control of the minor child of the parties hereto, to-wit: A daughter, Dianne Ide, two years of age, is herewith awarded to the plaintiff, Elmer Ide; provided, however, that the defendant, Patricia Ide, shall have the right to visit said minor child at all reasonable times and

hours; and provided further that in the event the place of residence of Dianne Ide is changed, the said Elmer Ide shall immediately notify the defendant, Patricia Ide, of such change of address.

DATED this 4 day of February, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO, } ss
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Moscow, Idaho, this 4 day of Feb 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho

By Rose Blanchard
Deputy

5787

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

CLARA POPE,

Plaintiff,

-vs-

EUGENE C. POPE,

Defendant.

No. 7272

Filed February 23 1949

at 4:15 o'clock P M.

BESSIE BABCOCK, Clerk

By Rose Blanchard Deputy Clerk

D E C R E E

The above entitled cause came on regularly for hearing before the above entitled Court on this 23 day of February, 1949, the plaintiff, Clara Pope, being present in person and by her attorneys of record, Estes & Felton. The defendant having been duly and regularly served with summons herein, and having failed to appear of record or in person, and his default for such failure having been duly and regularly entered, the Court received evidence relative to the allegations of the complaint herein, and being fully advised in the premises;

NOW, THEREFORE, it is hereby ordered, adjudged and decreed, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between Clara Pope and Eugene C. Pope be, and the same hereby are, dissolved and the plaintiff is awarded an absolute decree of divorce.

DATED this 23 day of February, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO,)
COUNTY OF LATAH) ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Moscow, Idaho, this 23 day of Feb. 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy.

4

5788

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF LATAH

#7389

Filed February 24 1949

at 3:35 o'clock P M.

BESSIE BABCOCK, Clerk

By Dona Herred Deputy Clerk

MARY LOU THOMAS

Plaintiff

vs.

MELVERN J. THOMAS

Defendant

DECREE

The above entitled cause came on regularly for hearing in open court on the 24th day of February, 1949, before the Honorable A. L. Morgan, Judge of the above entitled court. The plaintiff appeared in person and by her attorney, Russell S. Randall, and no person or persons appeared for or on behalf of the defendant Melvern J. Thomas. It appeared to the court that the defendant, Melvern J. Thomas was duly and regularly served with process of Summons and complaint in Lewiston, Nez Perce County, State of Idaho, on the 3rd day of February, 1949, and that said defendant has failed to appear, demur, answer or otherwise plead within the time provided by law, and that the defendant having been in default and his default having been duly and regularly entered herein and this cause having been duly and regularly set for trial and evidence oral and documentary submitted and the cause having been fully submitted to the court and the court having duly considered same and it appearing to the Court that all of the allegations in plaintiff's complaint are true and that the parties have settled their property rights,

NOW, THEREFORE, based thereon.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between plaintiff and defendant be and the same are hereby dissolved and the plaintiff, Mary Lou Thomas, is hereby granted an absolute decree of divorce from the defendant, Melvern J. Thomas, on the grounds of extreme cruelty and said parties are, after the entry of this decree, each restored to the status of a single person.

2. There is hereby awarded to plaintiff the absolute custody of the following named minor children of plaintiff and defendant:

Philip LeRoy Thomas Age 12

Terrence Alan Thomas Age 10

subject to the right of the defendant to visit said minor children at all reasonable times.

3. That the property settlement agreement dated the 3rd day of February, 1949, entered into by the plaintiff and defendant, a copy of which is attached hereto and marked as plaintiff's Exhibit I, and make a part hereof as though fully set out herein, be and the same is hereby ratified, confirmed and approved.

4. Pursuant to the said property settlement agreement, that the defendant be and he is hereby ordered to pay to plaintiff for her support and maintenance the sum of $50.00 per month beginning March 1, 1949.

5. That pursuant to the said property settlement agreement the defendant be and he is hereby ordered to pay to plaintiff for the support, care, maintenance and education of the said minor children of the said plaintiff and defendant the sum of $50.00 per month for each of said minor children beginning March 1, 1949 and on the 1st day of each and every month thereafter during the minority of said minor children.

Dated this 24 day of February, 1949.

A. L. MORGAN

DISTRICT JUDGE

STATE OF IDAHO,)
COUNTY OF LATAH) SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Moscow, Idaho, this 24 day of February 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Dona Herred
Deputy

5789

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

CHARLOTTE RECTOR,

Plaintiff, and Cross-Defendant,

-vs-

EARL RECTOR,

Defendant, and Cross-Plaintiff.

No. 7400

Filed February 28 1949

at 9:20 o'clock A. M.

BESSIE BANCROFT, Clerk

By Rose Blanchard Deputy Clerk

DECREE

The above entitled action came on regularly for trial in open court, upon Complaint, Answer and Cross-Complaint, and Answer to Cross-Complaint, this 26th day of February, 1949, pursuant to stipulation of of the parties, before the undersigned, A. L. Morgan, District Judge, the defendant and cross-plaintiff appearing in person and by and through Tom Felton, his attorney of record, the plaintiff and cross-defendant appearing by her attorney of record, Laurence E. Huff; the defendant and cross-plaintiff introduced evidence on his behalf and also proper corroborating evidence, which evidence is free and clear of all legal objections thereto, and the plaintiff and cross-defendant introduced no evidence, and the matter having been submitted to the Court, and the Court being fully advised in the premises makes the following conclusions of law:

1. The Court has jurisdiction of the parties and subject matter of this action.

2. The defendant and cross-plaintiff is entitled to a decree of absolute divorce dissolving the bonds of matrimony now existing between plaintiff and defendant upon the grounds of extreme cruelty.

3. The plaintiff and cross-defendant is entitled to a decree of the Court setting over to her Montana Life Insurance Company, now Western Life Insurance Company, Policy No. 81479 issued on her life, as her sole and separate property.

4. The property settlement agreement made and entered into by and between the parties on February 19, 1949, a duplicate original of which is hereunto attached, was fully and freely entered into by and between the parties without influence or fraud or coercion or misrepresentation, and all other property of the parties should be decreed to the respective parties in accordance with such property settlement agreement.

NOW, THEREFORE, Upon motion of Tom Felton, attorney for the defendant and cross-plaintiff, that decree be entered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the marriage heretofore existing between the plaintiff, Charlotte Rector, and the defendant, Earl Rector, be and the same is hereby dissolved, and the defendant and cross-plaintiff, Earl Rector, is hereby granted a decree of absolute divorce from the plaintiff and cross-defendant, Charlotte Rector, on the grounds of extreme cruelty, and the parties hereto are, after the entry of this decree, each restored to the status of single persons; Montana Life Insurance Company, now Western Life Insurance Company, Policy No. 81479 issued on the life of the plaintiff, is hereby set over and decreed to the plaintiff, Charlotte Rector, to be and become her sole and separate property; the property settlement agreement made and entered into by and between the parties on February 19, 1949, a duplicate original of which is hereunto attached, is incorporated herein by reference and made a part of this decree and all other property of the parties is hereby decreed and set over to the respective parties in accordance with the terms and conditions of such property settlement agreement.

Done at Moscow, Idaho, this 26th day of February, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO,)
COUNTY OF LATAH) ss

I do hereby certify that the foregoing is a true copy of the original Decree as file in my office.
Dated at Moscow, Idaho, this 28 day of Feb. 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

COPY

A G R E E M E N T

THIS AGREEMENT made and entered into on this 19 day of February, 1949, by and between Earl Rector of Potlatch, Idaho, first party, and Charlotte Rector, of Potlatch, Idaho, second party;

W I T N E S S E T H :

That the parties hereto are husband and wife, and that differences have arisen between said parties as a result of which they are now separated, and are now living separate and apart, and intend to live separate and apart during the remainder of their natural lives. It is further the understanding of the parties hereto that they anticipate the prosecution of a proper action for severance of their marital status.

For the purpose of settlement, adjustment and compromise of all property rights between said parties, it is agreed that the first party shall receive and retain all separate property owned or possessed by him prior to the marriage of the parties hereto, or any property which he has inherited. In addition thereto the first party shall retain all community property now owned or possessed by the parties; said property being set out in an inventory annexed hereto and marked "Exhibit A", and made a part hereof as if fully set out at this point. In consideration of the passage to the first party of all the community property, the first party assumes all community debts of the usual and ordinary character, but does not acknowledge any debt as a community which he has not authorized, nor of which he has no knowledge, nor has not participated in. The reason for giving the first party all the community property is based upon the fact that heretofore the second

party has received more than her share of the community property, and in addition thereto has received a part of the separate property of the first party, and has used the same for her own purposes and designs and for her own separate benefit, and not for the benefit of the community.

It is understood and agreed hereto that both the parties are gainfully employed, and have been so employed over a period of years. That the first party earns the sum of approximately $260.00 per month, and that the second party earns approximately the sum of $335.00 per month.

Each party hereto will make their own individual income tax returns for the year 1949, and will be separately liable for their own income and the tax thereon, either federal or state. The income tax for the year 1948 will be a joint income tax return of the parties, and each party thereto shall apply thereon the withholding tax, or any necessary funds to pay the same in proportion to their individual income.

In addition to the annexed community property, there are certain life insurance policies now in existence upon the life of the first party, and the beneficiary thereon is the second party. It is understood and agreed by and between the parties hereto that the second party waives any community or beneficiary rights of any type or kind she may have in said policies, and the first party is hereby authorized to change said beneficiary to any person whomsoever he chooses.

This agreement is a full and complete settlement of all property rights between the parties hereto as husband and wife, both now and after the death of either party to

this agreement. From this time forward neither party shall have any interest of any kind or nature in or to any property, real, personal, or mixed, of the other party to this agreement; whether now owned by such party, or hereafter acquired.

In case either party applies for a divorce, this agreement shall be a full settlement of all property rights in such divorce action, and neither party to such action shall have the right to obtain any part of the property of the other, or require the other party to pay attorney fees, alimony, or suit money on account of such action for divorce. In the future neither party shall be under any obligation to support the other.

Each party to this agreement herewith solemnly and specifically avers that the foregoing agreement has been entered into without influence, or fraud, or coercion, or misrepresentation.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands as of the day and year first above written.

/s/ EARL RECTOR
First Party

/s/ CHARLOTTE RECTOR
Second Party

STATE OF IDAHO)
) ss.
County of Latah)

On this 19 day of February, 1949, before me, the undersigned, a Notary Public in and for said state, personally appeared Earl Rector, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and

notarial seal the date last above written.

(SEAL)

/s/ H. H. HANSON
Notary Public in and
for the State of Idaho,
Residing at Potlatch, Idaho.

STATE OF IDAHO)
) ss.
County of Latah)

On this 19 day of February, 1949, before me, the undersigned, a Notary Public in and for said state, personally appeared Charlotte Rector, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and notarial seal the date last above written.

(SEAL)

/s/ H. H. HANSON
Notary Public in and
for the State of Idaho,
Residing at Potlatch, Idaho

INVENTORY EXHIBIT "A"

1940 Chevrolet sedan; Motor No. 3,073,714; Serial No. 6KH01-6310; Idaho Title No. A 364326.

50-Gal. Fowler heater
Westinghouse range C-64-48
CPDM7 Frigidaire refrigerator
Youngstown sink
Piano
Davenport & chair
Stove
4 Rugs
3 Tables
Lamps
Breakfast set
Linoleum
2 Bedroom suites, spring & mattress
Desk
12 Pairs curtains
Dishes & silverware
Pictures, clothing, bedding and linen
Other items too numerous to mention

X

5790

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI.

HERMAN W. WEIGAND, Plaintiff,	COPY
-vs-	DECREE OF DIVORCE
EDNA MAE WEIGAND, Defendant.	No. 3252.

THIS CAUSE, coming on to be heard the 19th day of February, 1949, before the Honorable Preston Thatcher, Judge of the Sixth Judicial District of the State of Idaho, sitting without a jury, at Salmon, Lemhi County, Idaho.

And the Plaintiff appearing in person and by his counsel, Charles Herndon, and the Defendant appearing by her counsel, Fred H. Snook.

And the answer of the Defendant having been filed and the parties having stipulated that the case might be heard forthwith.

And the Plaintiff having testified and having introduced evidence including an agreement settling the property rights and custody of the minor children of the parties hereto, and in support of the matters contained in his Complaint; and the Defendant having declined to put on any evidence, and the cause having been submitted to the Court;

And the Court having fully considered the testimony and evidence and being fully advised in the premises, and written Findings of Fact and Conclusions of Law having been waived, and the Court finding that all material allegations in the Complaint are true and are sustained by testimony, free from all legal exceptions, as to its competency, admissibility and sufficiency and that a divorce should be granted as prayed for in said Complaint; and

NOW, THEREFORE, on motion of Charles Herndon, Esq., attorney for the Plaintiff, it is considered, ordered, adjudged and decreed as follows:

1. That the marriage between said Plaintiff, Herman W. Weigand and the Defendant, Edna Mae Weigand, be, and the same is hereby dissolved, and the parties, are, and each of them is, freed and absolutely released from the bonds of matrimony and all obligations thereof;

2. That the custody, care and control of the minor children of the parties, to-wit: Judith K. Weigand and John Weigand, be, and the same is hereby awarded to the Plaintiff, Herman W. Weigand, subject however, to the right of the Defendant to see and visit the said children at all reasonable and proper times. Defendant shall also have the right to have said children visit her at her home during two of the summer vacation months of each year, and for short periods during the other 10 months of each year, when reasonable, provided always, that said Edna Mae Weigand has a suitable and proper place for the children to live.

3. That the Property Settlement Agreement between the Plaintiff and Defendant dated February 8, 1949 and on file herein, marked Exhibit A, be, and the same is hereby approved.

Done in open Court this 19th day of February, 1949.

Filed February 19th, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 155

PRESTON THATCHER
District Judge.

STATE OF IDAHO :
: SS.
County of Lemhi :

I, W. W. Simmonds, Clerk of the District Court of the Sixth Judicial District of the State of Idaho, and Ex-Officio Auditor and Recorder of said County, hereby certify that the foregoing is a full, true and correct copy of the original DECREE OF DIVORCE in the above entitled cause, filed in my office on the 19 day of February, 1949, and the same was entered of record on the 19 day of February, 1949, in Judgment Book E, page 155.

W. W. Simmonds
Clerk

By Betty Lue Smart, Deputy.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI.

MARGARET V. FINCK, Plaintiff,	COPY
-vs-	DECREE OF DIVORCE
JOHN LEE FINCK, Defendant.	No. 3253.

THIS CAUSE, coming on to be heard the 19th day of February, 1949, before the Honorable Preston Thatcher, Judge of the Sixth Judicial District of the State of Idaho, sitting without a jury, at Salmon, Lemhi County, Idaho.

And the Plaintiff appearing in person by her counsel, Charles Herndon, and the Defendant appearing by his counsel, C. Walker Lyon.

And the answer of the Defendant having been filed and the parties having stipulated that the case might be heard forthwith.

And the Plaintiff having testified and having introduced evidence including an agreement settling the property rights of the parties hereto, and in support of the matters contained in her Complaint; and the Defendant having declined to put on any evidence, and the cause having been submitted to the Court;

And the Court having fully considered the testimony and evidence and being fully advised in the premises, and written Findings of Fact and Conclusions of Law having been waived, and the Court finding that all material allegations in the Complaint are true and are sustained by testimony, free from all legal exceptions, as to its competency, admissibility and sufficiency and that a divorce should be granted as prayed for in said Complaint; and

NOW, THEREFORE, on motion of Charles Herndon, Esq., attorney for the Plaintiff, it is considered, ordered, adjudged and decreed as follows:

1. That the marriage between said Plaintiff, Margaret V. Finck, and the Defendant, John Lee Finck, be, and the same is hereby dissolved, and the parties are, and each of them is, freed and absolutely released from the bonds of matrimony and all obligations thereof;

2. That Plaintiff's maiden name, Margaret Viel, be, and the same is hereby restored to her.

3. That the Property Settlement Agreement between the Plaintiff and Defendant and dated January 31, 1949 and on file herein, marked Exhibit A, be, and the same is hereby approved.

Done in open Court this 19th day of February, 1949.

Filed February 19th, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 156

PRESTON THATCHER
District Judge.

STATE OF IDAHO :
: ss.
County of Lemhi :

I, W. W. Simmonds, Clerk of the District Court of the Sixth Judicial District of the State of Idaho, and Ex-Officio Auditor and Recorder of said County, hereby certify that the foregoing is a full, true and correct copy of the original DECREE OF DIVORCE in the above entitled cause, filed in my office on the 19 day of February, 1949, and the same was entered of record on the 19 day of February, 1949, in Judgment Book E, page 156.

W. W. Simmonds
Clerk

By Betty Lue Smart, Deputy.

5792

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

BARBARA H. GAUMER,

Plaintiff,

VS

EDMUND L. GAUMER,

Defendant.

DECREE OF DIVORCE

No. 3242

This cause came on regularly to be heard at Chambers, in Salmon, County of Lemhi, State of Idano, this 19th day of February, 1949, before the Honorable Preston Thatcher, District Judge, sitting without a jury; the issue was framed by the complaint filed by the plaintiff and the answer thereto filed by the defendant; Fred H. Snook, Attorney at Law, appeared for and on behalf of the plaintiff, and Charles Herndon, attorney of record appeared for the defendant; witnesses were duly sworn and testified, from which it appeared that the plaintiff is entitled to relief hereinafter granted; written findings of fact and conclusions of law being waived and the Court being fully advised in the laws and premises, now, and on motion of Fred H. Snook, counsel for plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between the plaintiff, Barbara H. Gaumer, and the defendant, Edmund L. Gaumer, be, and the same hereby is, dissolved and held for naught, and said parties are, and each of them is, released from all obligations thereof and restored to the status of a single person.

2. That there is hereby awarded to the plaintiff as her sole and separate property all household furniture, fixtures and equipment and other personalty used in the former household of plaintiff and defendant except one bed and table formerly belonging to the family of the defendant and defendant's personal effects.

3. That there is hereby awarded to the defendant as his sole and separate property the following described real property in

Salmon, Idaho:

> Lot 3, Block 10, Salmon City Townsite, in the City of Salmon, County of Lemhi, State of Idaho, together with all and singular the tenements, hereditaments and appurtenances, subject to existing indebtedness.

There is also awarded to the defendant all stock and interests in that certain business known as Business Enterprises, Inc., together with any personal property or supplies connected therewith.

The defendant is also awarded the automobile now in possession of the defendant, subject to the existing indebtedness thereon.

4. The care, custody and control of the two minor children of plaintiff and defendant, namely, Judith A. Gaumer and Linda K. Gaumer, is hereby awarded to the plaintiff, Barbara H. Gaumer, with the right reserved to the defendant to see and visit said children at all reasonable and proper times; and, provided further that the defendant shall have the right to have said children visit the defendant in any suitable home the husband ~~my~~ May hereafter maintain and during the summer months in school vacation period shall have the right to have said children visit him for a thirty days period, provided the defendant has a proper and suitable place for said children to live.

5. It is further ordered that the said defendant shall pay to the plaintiff for the support and maintenance of Judith A. Gaumer the sum of $50.00 per month as set forth in the agreement admitted herein as plaintiff's "Exhibit A"; and, it is further ordered that the defendant shall pay to the plaintiff for the support and maintenance of Linda K. Gaumer the sum of $50.00 per month as set forth in the agreement admitted herein as plaintiff's "Exhibit A".

6. It is further ordered that the said property settlement agreement heretofore entered into between the plaintiff, Barbara H. Gaumer, and the defendant, Edmund L. Gaumer, shall be and the same is hereby approved and confirmed.

Dated: This 19th day of February, 1949.

Preston Thatcher
DISTRICT JUDGE

Filed February 19th, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 154

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. Simmonds, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE, as the same appears of record in my office in Book E of Judgments, Page 154, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of February, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.

By Betty Lue Smart,
Deputy

5793

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND
FOR THE COUNTY OF LEMHI

MATA C. MULKEY,

Plaintiff,

VS

LESLIE W. MULKEY,

Defendant.

DECREE OF DIVORCE
No. 3250

This cause came on regularly to be heard at Chambers, in Salmon, County of Lemhi, State of Idaho, this 19th day of February, 1949, before the Honorable Preston Thatcher, District Judge, sitting without a jury; the issue was framed by the complaint filed by the plaintiff and the answer thereto filed by the defendant; Fred H. Snook, Attorney at Law, appeared for and on behalf of the plaintiff, and Charles Herndon, attorney of record appeared for the defendant; witnesses were duly sworn and testified, from which it appeared that the plaintiff is entitled to relief hereinafter granted; written findings of fact and conclusions of law being waived and the Court being fully advised in the laws and premises, now, and on motion of Fred H. Snook, counsel for plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the marriage between the plaintiff, Mata C. Mulkey, and the defendant, Leslie W. Mulkey, be, and the same hereby is dissolved and held for naught, and said parties are, and each of them is, released from all obligations thereof and restored to the status of a single person.

Dated: This 19th day of February, 1949.

Preston Thatcher
District Judge

Filed February 19th, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 155

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. Simmonds, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE as the same appears of record in my office in Book E of Judgments, Page 155, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of February, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.

By Betty Lee Smart, Deputy.

2688

5795

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MADISON

ZELDA A. PARKINSON,
Plaintiff,
vs.
EDMOND S. PARKINSON,
Defendant.

DECREE

This cause came on regularly for trial at Chambers at Idaho Falls, Bonneville County, State of Idaho, on the 7th day of January, A. D. 1949, Holden & Holden appearing for and in behalf of the plaintiff, and no one appearing for or in behalf of the defendant, whereupon, plaintiff was duly and regularly sworn and examined, and testified for and in her own behalf, and thereupon Dorothy Gremmell was duly and regularly sworn and examined and testified for and in behalf of the above named plaintiff, and thereupon the above named plaintiff rested, and the above named defendant having submitted no proof whatever, for or in his own behalf, this cause was thereupon submitted to the Court for its decision upon the testimony and documentary evidence submitted for and in behalf of the above named plaintiff, and the Court being fully advised in the premises now finds as follows:

I

That the above named defendant has been duly and regularly served with a true copy of the Summons issued out of said Court, in said cause, attached to which was a true copy of the Complaint filed herein; that by the written Stipulation of the parties to this suit, filed in said Court, in said cause, it was expressly agreed that the above named defendant enters a general appearance in said Court, in said cause, and subjects himself to the jurisdiction of said Court; that the Complaint filed herein shall be deemed to be

denied; that this cause may be tried and final judgment rendered and entered herein, either in term time, or in vacation, at Chambers, at any time convenient to said Court, or the Judge thereof, without notice to the above named defendant; that the making of Findings of Fact and Conclusions of Law herein is waived.

II

That this Court has jurisdiction of the subject matter of this suit, and of the person of the above named plaintiff, and of the person of the above named defendant; that plaintiff is entitled to a Decree of divorce as prayed for in her Complaint filed herein.

III

That by the written Stipulation of the parties to this suit, filed in said Court and cause, it is expressly agreed that in the event the Court grants a Decree of divorce to the above named plaintiff, that the Court shall award to the plaintiff, as her sole and separate property and for her sole and separate use and benefit, the following described personal property, to-wit:

Plaintiff's personal effects and wearing apparel.

IV

That by the written Stipulation of the parties to this suit, filed in said Court and cause, it is expressly agreed that in the event the Court grants a Decree of divorce to the above named plaintiff, that the said defendant shall pay to the plaintiff at the time said Decree is made, and entered herein, the sum of $10,000.00 in lawful money of the United States, and that said $10,000.00 payment is intended by the parties hereto to be a lump sum settlement net to the plaintiff, of her community interest in and to the community property of plaintiff and defendant, and of her right to alimony.

V

That by the written Stipulation of the parties to this suit, filed in said Court and cause, it is expressly agreed that in the

event the Court grants a Decree of divorce to the above named plaintiff, that the defendant shall pay at his own proper cost and expense all income taxes and other taxes of every nature and description levied and assessed against the community property of plaintiff and defendant, as well as against the said plaintiff and defendant personally. Plaintiff agrees, however, in said Stipulation that she will permit the defendant to file for and in her behalf a separate income tax return for the year 1948, the defendant, however, has provided in said Stipulation, to pay at his own proper cost and expense the amount of the income tax owing on the separate return so filed for and in behalf of said plaintiff.

VI

That by the written Stipulation of the parties to this suit, filed in said Court and said cause, it is expressly agreed that in the event the Court grants a Decree of divorce to the above named plaintiff, that the Court shall award to the defendant as his sole and separate property, and for his separate use and benefit, the following described community property:

> Defendant's personal effects and wearing apparel; all cash on hand and investments of every nature and description; all grain on hand; one 1947 Chevrolet Coupe; all farm machinery and equipment of every kind, nature and description, as well as any and all other property owned by said defendant of every kind and description, community or otherwise, excepting only the property awarded to the said plaintiff.

VII

That by the written Stipulation of the parties to this suit, filed in said Court and cause, it is expressly agreed that in the event the Court grants a Decree of divorce to the above named plaintiff, that the above named defendant shall pay to Holden & Holden, the attorneys of record for the above named plaintiff their fee for services rendered to said plaintiff in said action, in an amount which has been heretofore agreed upon by and between the

parties hereto and their respective counsel; said fee to be paid immediately forthwith upon the entering of a Decree in this action.

VIII

That in said Stipulation, filed in said Court and cause, it was further expressly agreed that the said plaintiff waives any and all further claims and demands against the said defendant of every kind and nature, excepting those that are hereinabove expressly stated.

NOW, THEREFORE, on motion of Holden & Holden, the attorneys of record of the above named plaintiff:

I

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Zelda A. Parkinson, and the above named defendant, Edmond S. Parkinson, be, and the same is hereby forever dissolved, set aside and held for naught, and that the above named plaintiff and the above named defendant, and each of them, be, and they are hereby forever absolutely released from all the obligations thereof.

II

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the plaintiff, Zelda A. Parkinson, be restored to her former name, Zelda A. Schell.

III

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the plaintiff, Zelda A. Parkinson, be, and she is hereby awarded as her sole and separate property, and for her sole and separate use and benefit the following described personal property, to-wit:

Plaintiff's personal effects and wearing apparel,

and the defendant be, and he is hereby divested of all right, title and interest in and to the same.

IV

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the above named defendant, Edmond S. Parkinson, pay to the plaintiff, Zelda A. Parkinson, immediately forthwith, the sum of $10,000.00 lawful money of the United States, as and for a lump sum settlement, net to said plaintiff, of her community interest in and to the community property of plaintiff and defendant, and of her right to alimony.

V

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the said defendant, Edmond S. Parkinson, shall pay at his own proper cost and expense, all income taxes of plaintiff and defendant, up to and including the year 1948, as well as to pay at his own proper cost and expense any and all other taxes levied ~~and assessed against the parties hereto, and/or~~ against the community property of the parties hereto up to and including the year 1948.

VI

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the said plaintiff shall permit the said defendant to file a separate income tax return for the year 1948 for and in behalf of said plaintiff, and the said defendant pay at his own proper cost and expense the amount of plaintiff's 1948 income tax.

VII

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the above named defendant, Edmond S. Parkinson, be, and he is hereby awarded as his sole and separate property, and for his sole and separate use and benefit the following described property:

> Defendant's personal effects and wearing apparel; all cash on hand and investments of every nature and description; all grain on hand; one 1947 Chevrolet Coupe; all farm machinery and equipment of every kind, nature and description, as well as any and all other property owned by said defendant of every kind and description, community or otherwise, excepting only the property awarded to the said plaintiff.

And that the plaintiff, be, and she is hereby divested of all right, title and interest in and to the same.

VIII

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the above named defendant pay immediately forthwith, upon the entering of this Decree, to Holden & Holden, the attorneys of record of the above named plaintiff, their fee for services rendered to plaintiff in this action in an amount heretofore agreed upon between the parties hereto and respective counsel.

IX

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the Stipulation of the parties to this suit, filed in said Court, in said cause, be, and the same is hereby confirmed and approved by the Court, and that the plaintiff waives any and all further claims and demands against the defendant of every name, kind and description, excepting those that are hereinabove expressly stated.

Dated this 7th day of January, 1949.

C. J. Taylor
District Judge

Y

2681

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

DEAN P. DETTRA, Plaintiff, vs. REVA M. DETTRA, Defendant.	) ( ) ( )	5796 copy DECREE OF DIVORCE

The above entitled cause came on regularly to be heard and tried by the court on the 7th day of January, 1949, the plaintiff appearing in person and by his attorney, W. Lloyd Adams of Rexburg, Idaho, and the defendant not appearing either in person or by attorney, and it appearing to the court that the defendant was duly and regularly served with summons in the County of Carvon, State of Utah, and

It further appearing to the court that defendant has failed to appear and plead in this cause, and the time for answering having expired and no answer or demurrer having been entered herein, and the default of the defendant having been duly entered herein, and it appearing that the defendant is not now in the military service of the United States and was not in the military service of the United States at the time this action was commenced, and

It further appearing that the plaintiff has been a resident of the State of Idaho for more than six full weeks prior to the commencement of this action, and that the defendant has been guilty of extreme cruelty toward plaintiff, and that all the allegations and avertments in plaintiff's complaint are true,

NOW, THEREFORE, on motion of plaintiff's attorney, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between the plaintiff, Dean P. Dettra, and the defendant, Reva M. Dettra, be and the same is forever dissolved, set aside and held for naught, and said plaintiff and defendant, and each of them be, and they are hereby forever absolutely

released from the obligations thereof and each of them is restored to the status of a single person.

2. Defendant's name by which she was known prior to said marriage is hereby restored to her.

Dated this 7th day of January, 1949.

C. J. Taylor
District Judge

X

2690

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

ARTHUR M. SMITH,)
Plaintiff, (copy 5797
vs.) DECREE
LA WANNA COIE SMITH, (
Defendant.)

This matter came on regularly to be heard and tried by the Court on the 25th day of February, 1949, upon plaintiff's complaint on file herein and upon the written stipulation, general appearance and waiver entered into between plaintiff and defendant and their respective attorneys, which is on file herein, and wherein the defendant entered her appearance, waived time in which to appear and answer plaintiff's complaint and notice of hearing, and wherein the defendant and plaintiff settled and adjusted their property rights.

Plaintiff was present in court represented by his counsel, Mary Smith of Rexburg, Idaho, and the defendant not appearing either in person or by attorney, and the plaintiff having given his testimony in support of his complaint and it appearing that plaintiff has been a resident of the State of Idaho for more than six full weeks prior to the commencement of this action, and that defendant has been guilty of extreme cruelty toward plaintiff, and that all of the allegations and avertments in plaintiff's complaint are true,

NOW, THEREFORE, on motion of plaintiff's attorney, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between the plaintiff, Arthur M. Smith, and the defendant, LaWanna Coie Smith be, and the same is forever dissolved, set aside and held for naught, and said plaintiff and defendant, and each of them be, and they are hereby forever absolutely released from the obligations thereof and each of them is restored to the status of a single person.

2. Said stipulation is hereby approved and allowed.

3. Plaintiff is hereby awarded the community property consisting of a 1940 Buick car, household goods and furniture and an equity in real property situated in Fremont County, Idaho, and described as follows:

Lots 11 and 12, Block 3, St. Anthony, Idaho.

Said property is awarded to plaintiff as his sole and separate property, the rents, issues and profits thereof for his sole and separate use and benefit.

4. In lieu of an award of the community property or any interest therein, plaintiff is hereby ordered and directed to pay to defendant, and the defendant is hereby awarded judgment against plaintiff in the sum of $1500.00, payable in instalments as follows:

$75.00 March 1, 1949, and $75.00 on the First day of each and every month thereafter until the entire $1500.00 has been paid in full.

Dated this 25th day of February, 1949.

C. J. Taylor
DISTRICT JUDGE

5798

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

LYLA D. PAINTER,

Plaintiff and Cross-Defendant,

vs.

CARL R. PAINTER,

Defendant and Cross-Plaintiff

10386

FILED
at 10:15 O'CLOCK A M
FEB 12 1949
PHILIP W. ROSENBERGER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

This cause having come on duly and regularly for trial on Wednesday, February 2, 1949, at the hour of 10 o'clock A. M., the plaintiff and cross-defendant appearing in person and by and through her attorneys of record and the defendant and cross-plaintiff appearing in person and by and through his attorneys of record, and the Court having heard the evidence, both oral and documentary, introduced by the respective parties and heard the arguments of counsel, and being fully advised in the premises, both as to the law and the facts, and having made its Findings of Fact and Conclusions of Law,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED and DECREED that the defendant and cross-plaintiff be and he is hereby granted an absolute decree of divorce from the plaintiff and cross-defendant, and that the bonds of matrimony now and heretofore existing between the defendant and cross-plaintiff and plaintiff and cross-defendant be and the same are hereby dissolved.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the plaintiff and cross-defendant is not a fit and proper person to have the care, custody and control of Carlyn Sue Painter, the minor child of the parties to this action; that it is not for the best interests and welfare of said child that said plaintiff and cross-defendant have the care, custody and control of said minor child; that the defendant and cross-plaintiff has no home in which to rear said child and that it is not for the best interests and welfare of said child that she be awarded

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 8

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

to the defendant and cross-plaintiff.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that Mr. and Mrs. Karl Painter, Sr., the paternal grandparents of said minor child, are fit and proper persons to have the care, custody and control of said minor child awarded to them and that it is for the best interests and welfare of said minor child that her care, custody and control be awarded to said paternal grandparents, Mr. and Mrs. Karl Painter, Sr.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the sole care, custody and control of Carlyn Sue Painter, the minor child of the parties to this action, be and the same is hereby awarded to Mr. and Mrs. Karl Painter, Sr., the paternal grandparents of said minor child, with the right in each of said parties to this action to visit said child at all reasonable times and occasions, and that said grandparents to whom said child is awarded, during their custody of said child, do nothing to alienate the affection of said child from either of the parties to this action.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that there be and there is hereby awarded to the plaintiff and cross-defendant all of the furniture and fixtures situate and being in the home occupied by the parties to this action on 9th Street in the City of Lewiston, Nez Perce County, Idaho, to-wit:

> Radio-phonograph, davenport, washing machine, electric stove, refrigerator, swing rocker, bedroom suite, twin beds, dining room set, rug, throw rugs, cocktail table, two round end tables, desk, two end lamps, floor lamp, kitchen set, toaster, iron, electric coffee pot, dishes, bedding and linen

and that she pay any indebtedness remaining unpaid on the purchase price of any of said furniture.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that there be and there is hereby awarded to the defendant and cross-plaintiff as his sole and separate property the following described real property situate in Lewiston, Nez Perce County, Idaho, to-wit:

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

Lot 4 and the North Half of Lot 5, Block 3, Nez Perce Addition to the City of Lewiston, according to the recorded plat thereof

and that certain Oldsmobile automobile registered in the name of the defendant and cross-plaintiff, together with any other property accumulated or acquired by the parties during the existence of said marriage; that the defendant and cross-plaintiff be and he is hereby required to take said property subject to the mortgage indebtedness against the real property and subject to the conditional sale contract covering the sale and purchase of said automobile; and the defendant and cross-plaintiff is required to pay the promissory note in the sum of $3100.00 executed by the defendant and cross-plaintiff in favor of his father, Karl Painter, Sr.,

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the defendant and cross-plaintiff be and he is hereby required to pay Mr. and Mrs. Karl Painter, Sr., the sum of $50.00 per month for the support and maintenance of said minor child, Carlyn Sue Painter, until such child shall have reached the age of majority, or until further order of this Court, and that said payments shall commence on the 1st day of March, 1949 and shall be made on the 1st day of each and every month thereafter so long as said child is in the care, custody and control of said paternal grandparents.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the defendant and cross-plaintiff be and he is hereby required to pay the plaintiff and cross-defendant the sum of $350.00 reasonable attorney fees incurred by her in the prosecution and defense of this action, together with the costs and disbursements allowed by law as taxable costs.

DONE in Open Court this 12th day of February, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 12th day of Feb, 1949.
PHILIP WEISGERBER, Clerk
By _____ Deputy

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

NELLIE M. BURNS,

Plaintiff,

vs.

JACK G. BURNS,

Defendant.

No. 10432

FILED
AT 10 55 O'CLOCK A M
FEB - 3 1949
PHILIP WEINGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol._____Page_____
Docketed Vol._____Page_____

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty on the 3rd day of February, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney and he having been regularly served with Summons and Complaint in this cause within the State of Idaho on the 19th day of October, 1948, and twenty days having expired since said service, and the plaintiff thereafter having filed her Amended Complaint and the defendant having acknowledged service of the Amended Complaint on the 3rd day of January, 1949, and more than twenty days having expired since said service; and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereto, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and

the Court being advised in the premises, makes the following Orders, Judgments and Decrees:

That the defendant was served with Summons and Complaint in this cause within the State of Idaho, in Clearwater County, Idaho, on the 19th day of October, 1948; that thereafter the defendant acknowledged service of copy of Amended Complaint in said cause on the 3rd day of January, 1949, at Lewiston, Idaho.

That the allegations contained in Paragraphs I, II, III, IV and V of the plaintiff's Amended Complaint are true as alleged and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though fully set forth herein.

That the Property Settlement Agreement entered into by and between the plaintiff and defendant on the 3rd day of January, 1949, is fair and equitable.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Nellie M. Burns, and the defendant, Jack O. Burns, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an

absolute decree of divorce from the defendant.

That the defendant, Jack G. Burns, be, and he hereby is awarded the care, custody, charge and control of the minor child of the parties, namely, Lorraine Burns, subject to the further order of this Court; that the plaintiff, Nellie M. Burns, be, and she hereby is granted the right to visit said child at reasonable times and at reasonable places.

That the Property Settlement Agreement entered into between the plaintiff and defendant on January 3, 1949, and submitted to the Court for approval, be, and the same hereby is approved by the Court.

DATED at Lewiston, Idaho, this 3rd day of February, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 3rd day of Feb., 1949.

PHILIP WEISGERBER, Clerk
By [signature]
Deputy

5800

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10498

EDITH L. ANDERSON,

Plaintiff

-vs-

ALBERT A. ANDERSON,

Defendant

FILED
AT 10 45 O'CLOCK A M
FEB - 5 1949
PHILIP W. SUERBER
Clerk of the District Court
By E.V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 8

This cause having come on duly and regularly for hearing before the Court on this 5 day of February, 1949, the plaintiff appearing in person and by and through her attorney of record, and the defendant having failed to appear, answer or demur to plaintiff's complaint within the time allowed by law or at all, and the default of said defendant having been duly and regularly entered, and the Court having heard the evidence, both oral and documentary and being fully advised in the premises,

FINDS:

That service of summons upon the defendant was made pursuant to the Order of this Court duly and regularly entered by publication of the summons issued herein in the Lewiston Morning Tribune, a newspaper of general circulation published at Lewiston, Nez Perce County, Idaho, and designated by the Court as the newspaper most likely to give notice to said defendant, and which Notice was published once a week for five (5) consecutive weeks, the first publication thereof being on December 15, 1948, and the last publication thereof being on the 12th day of January, 1949. That a true copy of the Summons and Complaint were mailed to the defendant on December 14, 1948, addressed to the defendant at Spokane, Washington, the last

known address of said defendant. That the defendant failed to appear, answer or demur to said complaint within the time allowed by law, or at all.

That the defendant is not in the military service of the United States in any capacity, and is not entitled to the benefits of the Soldiers and Sailors Civil Relief Act of 1940, as amended. That an affidavit of the plaintiff showing to the satisfaction of this Court that the said defendant is not in the military service of the United States in any capacity is on file herein as a part of the records and files in this case.

The Court further FINDS:

That all of the allegations contained in Paragraphs I, II, III, IV, V and VI, are true as alleged, and are incorporated in this Decree as Findings of Fact by reference, with the same force and effect as though fully set forth herein.

That the defendant was not personally served with summons and complaint in this action, and by reason thereof the Court lacks jurisdiction to provide for the support, care and maintenance of the plaintiff and the minor children of the parties to this action. The Court reserves the right to fix a reasonable sum to be allowed the plaintiff for her support and the support and maintenance of said minor children.

CONCLUSIONS OF LAW

From the foregoing Findings of Fact, the Court concludes:

That the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of extreme cruelty. That she is a fit and proper person to have the care, custody and control of the three minor children named in Paragraph III of the complaint. That the defendant is not a fit and proper person to have the care, custody and control of said children, and that

a Decree should be entered awarding the plaintiff the sole care, custody and control of said children.

That the plaintiff is entitled to a Decree awarding her as her sole and separate property any personal property in her possession acquired by the parties to this action during their marriage.

NOW THEREFORE, In consideration of the premises, IT IS ORDERED, ADJUDGED AND DECREED:

That the plaintiff be, and she is hereby granted an absolute decree of divorce from the defendant, and the bonds of matrimony now and heretofore existing between the plaintiff and defendant be, and they are hereby dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

That the plaintiff is a fit and proper person to have the sole care, custody and control of the children herein named, and that the plaintiff be, and she is hereby awarded the sole care, custody and control of the three minor children of the parties to this action, to-wit: Alta Lorraine Anderson, 7 years; Linda Lee Anderson, 5 years; and Clarence Albert Anderson, 3 years.

That the defendant is not a fit and proper person to have the care, custody and control of said children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: That the plaintiff be, and she is hereby awarded any and all personal property now in her possession acquired by the parties to this action during the existence of said marriage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

That the Court retain jurisdiction to fix the amount the defendant should be required to pay the plaintiff for her support and for the support and maintenance of said minor

children above named.

DONE In Open Court this 5th day of February, 1949.

LEO McCARTY

District Judge.

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 5th day of Feb., 1949.

PHILIP WEISGERBER, Clerk

By [illegible] Deputy

5801

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10479

WESLEY HOBSON)
Plaintiff)
-vs-) DECREE
DOROTHY MAE HOBSON, also known as Jetty Mae Hobson)
Defendant)

FILED
AT 10:00 O'CLOCK A M
FEB - 5 1949
PHILIP WEISGERBER
Clerk of the District Court
By G. O. Beck
E. V. BECK, DEPUTY

This matter coming on regularly for hearing in Open Court, before the above entitled Court this day, plaintiff appearing in person and by his counsel of record and the defendant failing to appear in person or otherwise and it appearing that due and regular service of summons having been made upon the defendant and the time for answering having expired and no appearance having been made on behalf of the defendant, and the default of the defendant having been duly and regularly entered and that the defendant is not now in the service of the armed forces of the United States or any of its allies, and evidence having been adduced on behalf of the plaintiff and heard and considered by the Court and the Court finding that the allegations of plaintiff's complaint are true, and the Court being fully advised in the premises, enters judgment as follows:

IT IS ADJUDGED AND DECREED, that plaintiff is now, and for more than one year prior to the filing of the complaint herein, was a bona fide resident of the State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant, be, and the same hereby are, forever dissolved, and that the plaintiff be,

Recorded Vol. 20 Page 8

and he hereby is, awarded and granted an absolute divorce from the defendant on the grounds of desertion, and that plaintiff and defendant, and each of them, are hereby restored to the status of single and unmarried persons.

DONE in open court this 5th day of February, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 5th day of Feb, 1949.

PHILIP WEISGERBER, Clerk

By E. Block
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

MARGARET THORNTON,

Plaintiff,

vs.

WILLARD THORNTON,

Defendant.

No. 10465

FILED
AT 10 30 O'CLOCK A M
FEB - 5 1949
PHILIP D. EISENBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 42 Page 8

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty, on the 5th day of February, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant, having been regularly served with Summons and Complaint in this cause within the State of Idaho, at Lewiston, Idaho, on the 15th day of December, 1948, did appear, and having regularly filed his Appearance in said cause waiving his rights under the Soldiers' and Sailors' Civil Relief Act of 1940 and all laws amendatory thereof, consented to the entry of his default by said court in said cause.

The Court proceeded to hear the cause and witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following Orders, Judgments and Decrees:

That the defendant accepted service of Summons ahd Complaint in this cause at Lewiston, Idaho, on the 15th day of December, 1948; and thereafter appeared in said action by an Admission of Service and Waiver of Appearance on the part of the defendant and refused to plead to the plaintiff's Complaint and agreed that

his default for failure to plead may be entered by the Court at any time without notice of any kind or nature in or concerning any of the proceedings in said cause; that twenty days have passed since the Acceptance of Service by the defendant, and, therefore, the default of the defendant is ordered to be entered on the records of the Clerk of said Court.

That the allegations contained in Paragraphs I, II, III, IV, V and VI of the plaintiff's Complaint are true as alleged and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though fully set forth herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Margaret Thornton, and the defendant, Willard Thornton, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the plaintiff, Margaret Thornton, be, and she hereby is awarded the care, custody, charge and control of the minor children of the parties, namely, Sandra Thornton, Sharon Thornton, Bill Thornton and Stanley Thornton.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the

defendant, Willard Thornton, be, and he hereby is ordered to pay to the plaintiff the reasonable sum of $ 100.00 per month for the support, education and maintenance of said four minor children, until the further order of this Court.

DATED at Lewiston, Idaho, this 5th day of February, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 5th day of Feb., 1949.

PHILIP WEISGERBER, Clerk
By E. V. Beck
Deputy

5803

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10521

JAMES WALLS)
Plaintiff)
-vs-) DECREE
MARGARET OLIVE WALLS)
Defendant)

FILED
AT 10:15 O'CLOCK A M
FEB - 8 1949
PHILIP WEINGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 20 Page 8

This matter coming on regularly for hearing this day, plaintiff appearing in person and by his counsel of record and the defendant failing to appear in person or otherwise, and it appearing that due and regular service of summons having been made upon the defendant and the time for answering having expired and no appearance having been made on behalf of the defendant, and the default of the defendant having been duly and regularly entered and that the defendant is not now in the services of the armed forces of the United States or any of its allies, and evidence having been adduced on behalf of the plaintiff and heard and considered by the Court and the Court finding that the allegations of plaintiff's complaint are true and that the defendant has been guilty of extreme cruelty of and toward the plaintiff, and the Court being fully advised in the premises enters judgment as follows:

IT IS ADJUDGED AND DECREED, that plaintiff is now, and for more than six weeks prior to the filing of the complaint herein, was a bona fide resident of the State of Idaho.

IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be, and the same hereby are, forever dissolved, and that the plaintiff be, and he hereby is, awarded and granted an absolute divorce from the

defendant on the grounds of extreme cruelty, and that plaintiff and defendant, and each of them, are hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the 1941 Chevrolet automobile heretofore belonging to the parties hereto, be, and the same is, hereby awarded to plaintiff.

DONE this 8th day of February, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 9th day of Feb, 1949.

PHILIP WEISGERBER, Clerk
By E V Beck
Deputy

4

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

GENEVA GILL,

Plaintiff,

vs.

RAYMOND C. GILL,

Defendant.

No. 10446

FILED
AT 10:30 O'CLOCK A M
FEB - 8 1949
PHILIP W. GISBERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 8

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty on the 8th day of February, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney and he having been regularly and duly served with Summons and Complaint in this cause within the State of Idaho on the 23rd day of October, 1948, and twenty days having expired since said service; and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereto, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following Orders, Judgments and Decrees:

That the defendant was served with Summons and Complaint

in this cause within the State of Idaho, at Lewiston in Nez Perce County, Idaho, on the 23rd day of October, 1948.

That the allegations contained in Paragraphs I, II, III, IV, V and VI of the plaintiff's Complaint are true as alleged, and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though fully set forth herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Geneva Gill, and the defendant, Raymond C. Gill, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the plaintiff, Geneva Gill, be, and she hereby is awarded the care, custody, charge and control of the minor children of the parties, namely, Patty Gill and Barbara Gill; that the defendant, Raymond C. Gill, be, and he hereby is granted the right to visit said minor children at reasonable times and at reasonable places.

That the defendant, Raymond C. Gill, be, and he hereby is

ordered to pay to the plaintiff, Geneva Gill, the reasonable sum of Fifty ($50.00) Dollars per month for the support, education and maintenance of said minor children, said monthly payments to commence on the 15th day of February, 1949, and a like sum of Fifty ($50.00) Dollars each month thereafter on the 15th day of each and every month, until the further order of this Court.

DATED at Lewiston, Idaho, this 8th day of February, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 8th day of Feb., 1949.

PHILIP WEISGERBER, Clerk

By C. W. Beck
Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

WALTER T. MABE,

Plaintiff and Cross-defendant,

vs.

DORTHY L. MABE,

Defendant and Cross-plaintiff.

No. 10441

FILED
11:00 O'CLOCK A M
FEB 10 1949
PHILIP W. ENDERBER
Clerk of District Court
E. V. BECK, DEPUTY

DECREE OF DIVORCE

This matter coming on regularly for hearing in the above entitled court, the defendant appearing by her attorneys, J. H. Felton and William J. Jones, and the plaintiff appearing by his attorney, Thomas A. Madden, and the matter having been fully heard, and findings of fact and conclusions of law having been waived,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the defendant, Dorthy L. Mabe, be, and she is hereby, granted an absolute decree of divorce from the plaintiff, Walter T. Mabe, upon the ground of extreme cruelty, and the bonds of matrimony now and heretofore existing between such persons are hereby dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, custody and control of the two minor children, Sandra Rae Mabe and Karen Kay Mabe, are awarded to the defendant, Dorthy L. Mabe. The plaintiff, Walter T. Mabe, however, is given the right of reasonable visit-

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 8

ation, and the court further directs that the children be kept within the State of Idaho, or within the Counties of Asotin and Whitman in Washington, until and unless further order of this court is made.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that on or before the 1st of each month next hereafter the plaintiff and cross-defendant, Walter T. Mabe, shall pay to the defendant and cross-plaintiff, Dorthy L. Mabe, the sum of Fifty Dollars ($50.00) a month as support money for the minor children of the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the household furniture is awarded to the defendant.

DATED at Lewiston, Idaho, this 10th day of February, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 10th day of Feb, 1949.

PHILIP WEISGERBER, Clerk
By [illegible] Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10528

MILLICENT LUNDVALL,

Plaintiff,

-vs-

GUSTAV ARVID LUNDVALL,

Defendant.

DECREE

FILED
AT 10:40 O'CLOCK A M
FEB 12 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ___ Page ___
Docketed Vol. 10 Page 8

This cause came on duly and regularly for hearing in open court, before the above entitled court on the 12 day of February, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, her attorneys of record herein; that the defendant, GUSTAV ARVID LUNDVALL, was personally served with Summons within the State of Idaho, to-wit: Nez Perce County, Idaho, on the 22nd day of January, 1949; that more than twenty (20) days has elapsed since the service of said process personally upon the said defendant, and the time to answer herein has expired; and his default was entered; that said defendant is not now serving in the Armed Forces of the United States or any related branch thereof, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined in open court, and oral and documentary evidence having been heard, submitted and considered, and the Court finding that the parties were married at Livingston, Montana, on September 4, 1943, and that the allegations of the plaintiff's complaint are true, and that the defendant has been guilty of extreme cruelty toward the plaintiff, and the court being fully advised in the premises,

NOW, THEREFORE, premises considered, the court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that this plaintiff, MILLICENT LUNDVALL, is now and for several years continuously last past prior to the filing of the complaint herein, was a bona fide resident of the state of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, MILLICENT LUNDVALL, and the defendant, GUSTAV ARVID LUNDVALL, be and the same are hereby dissolved and plaintiff is hereby granted an absolute divorce from the defendant and plaintiff's former name MILLICENT GRAVLEY is hereby restored to her.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the following community property of the parties hereto, namely:

> 1 - 1936 Studebaker Automobile, bearing Motor No. 93570, and household furniture, furnishings and effects now situate at 1129-16th Avenue, in the City of Lewiston, Nez Perce County, Idaho, together with the contract interest in the premises referred to as 1129-16th Avenue, and being more particularly described as follows, to-wit:
>
> All of the right, title, interest and equity of the parties in and to Lot Thirteen (13), Block Twelve (12), Riverview Addition to the City of Lewiston, Nez Perce County, Idaho, according to the recorded plat thereof,

be and the same is hereby awarded to the plaintiff and set over to her as her sole and separate property.

DONE in open court this 12 day of February, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 12th day of Feb., 1949.

PHILIP WEISGERBER, Clerk
By [signature]
Deputy

5807

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

IRENE GANS,

Plaintiff,

vs.

GEORGE E. GANS,

Defendant.

No. 10525

FILED
AT 10:30 O'CLOCK A M
FEB 12 1949
PHILIP WEINGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DEGREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 2

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty on the 12th day of February, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and he having been regularly and duly served with Summons and Complaint in this cause within the State of Idaho on the 21st day of January, 1949, and twenty days having expired since said service; and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereto, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following Orders, Judgments and Decrees:

That the defendant was served with Summons and Complaint

in this cause within the State of Idaho, at Lewiston in Nez Perce County, Idaho, on the 21st day of January, 1949.

That the allegations contained in Paragraphs I, II, III, IV and V in the first cause of action of plaintiff's Complaint and in Paragraphs I and II of the second cause of action of plaintiff's Complaint are true as alleged and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though fully set forth herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of willful neglect and non-support and desertion.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Irene Gans, and the defendant, George E. Gans, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

DATED at Lewiston, Idaho, this 12th day of February, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 12th day of Feb., 1949.

PHILIP WEISGERBER, Clerk

By _____
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

MADGE SIGLER,

Plaintiff,

vs.

GARALD SIGLER,

Defendant.

10463

DECREE

FILED
AT 10 00 O'CLOCK A M
FEB 16 1949
PHILIP WEINGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

This cause came on for hearing before the above entitled court in open court at Lewiston, Nez Perce County, Idaho, on the 16th day of February, 1949, plaintiff appearing by Cox, Ware & Stellmon, her attorneys of record herein and it appearing that the defendant was duly and regularly and personally served with process of summons herein on December 27, 1948, in Idaho County, State of Idaho, by a deputy sheriff of said county, and that at said time said defendant, Garald Sigler, signed an acknowledgment of such service and delivered said acknowledgment to said deputy sheriff more than twenty (20) days prior to date hereof; that no appearance has been made by the defendant, although more than twenty (20) days have elapsed since said service of process, and the date of said acknowledgment of service of summons and complaint; that said defendant is not serving in the Armed Forces of the United States, or any related branch thereof; that said defendant is in default and that his default has been duly and regularly entered and filed in the above entitled cause and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined in open court and oral and documentary evidence having been heard, submitted and considered, and the court finding

Entered Vol. ____ Page 8
Docketed Vol. 10 Page 8

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 16th day of Feb, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

that the allegations of the plaintiff's complaint are true, and that the defendant, approximately two years prior to the filing of plaintiff's complaint herein, willfully and without cause, deserted and abandoned said plaintiff and her children, and continuously during said period of time, has continued to abandon them and to live separate and apart without cause, and that the defendant for approximately two years continuously prior to the filing of plaintiff's complaint herein did willfully and without cause fail and neglect to provide the plaintiff and said children with the common necessities of life; and the court being fully advised on the premises,

NOW, THEREFORE, Premises Considered, the court renders herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that this plaintiff, Madge Sigler, is now and for many years prior to the filing of the complaint herein, was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony herein existing between the plaintiff, Madge Sigler, and defendant, Garald Sigler, be and the same are hereby dissolved, and the plaintiff is hereby granted an absolute divorce from the defendant.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the custody and control of the minor children of the plaintiff, who were adopted by the defendant subsequent to his marriage to the plaintiff be, and the same is hereby awarded to the plaintiff, she being a fit and proper person to have the exclusive custody and control of said children and the defendant being not a fit and proper person to have the care, custody and control of said children.

Done in open court this 16th day of February, 1949.

Leo McCarthy
District Judge.

5809

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

DELORES MALLONEE, Plaintiff

-vs-

WALTER L. MALLONEE, Defendant

10524

DECREE

FILED
AT 10:30 O'CLOCK A M
FEB 25 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 8

This matter coming on regularly for hearing in Open Court before the above entitled Court, this day, plaintiff appearing in person and by her counsel of record and the defendant failing to appear in person or otherwise, and it appearing that due and regular service of summons having been made upon the defendant and the time for answering having expired and no appearance having been made on behalf of the defendant and the default of the defendant having been duly and regularly entered, and that the defendant is not now in the services of the armed forces of the United States or any of its allies, and evidence having been adduced on behalf of the plaintiff and heard and considered by the Court and the Court finding that the allegations of plaintiff's complaint are true and that the defendant has been guilty of extreme cruelty of and toward the plaintiff, and the Court being fully advised in the premises, enters judgment as follows:

IT IS ADJUDGED AND DECREED, that the plaintiff is now, and for more than six weeks prior to the filing of the complaint herein, was a bona fide resident of the State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant, be, and the same hereby are, forever dissolved, and that the plaintiff be,

and she hereby is, awarded and granted an absolute divorce from the defendant on the grounds of extreme cruelty, and that plaintiff and defendant, and each of them, are hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff be, and she hereby is, restored to her maiden name of Delores Berg.

DONE this 25th day of February, 1949.

Lee McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 25th day of Feb., 1949.

PHILIP WEISGERBER, Clerk

By E. Deer
Deputy

X

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

JAMES EDWARD PULHAM,

Plaintiff,

vs.

GERALDINE PULHAM,

Defendant.

No. 10540 ✓

FILED
AT 11:45 O'CLOCK A M
FEB 28 1949
PHILIP WEINGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Probate Vol. 10 Page 8

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court before the Honorable Leo McCarty at Lewiston, Idaho, on the 28th day of February, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by his attorney Paul C. Keeton. The defendant did not appear either in person or by attorney, and she having been regularly served with Summons and Complaint in this cause within the State of Idaho at Lewiston, Idaho, on the 8th day of February, 1949, and twenty days having expired since said service, and she having failed to appear, demur or answer within the time allowed by law, or at all, and she being in default, and her default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted, and the Court being advised in the premises, makes the following Orders, Judgments and Decrees:

That the defendant was regularly served with Summons and Complaint in this cause at Lewiston, Nez Perce County, State

of Idaho, on the 5th day of February, 1949.

That the allegations contained in Paragraphs I, II, III, IV, V and VI of the plaintiff's Complaint are true as alleged, and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though fully set forth herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action;

That the bonds of matrimony heretofore existing between the plaintiff, James Edward Pulham, and the defendant, Geraldine Pulham, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the defendant, Geraldine Pulham, be, and she hereby is awarded the care, custody, charge and control of James Edward Pulham and Susan Jule Ann Pulham, the minor children of the plaintiff and defendant; and that the plaintiff James Edward Pulham, be, and he hereby is granted the right to visit said minor children at reasonable times and places, as long as he contributes to the support of said minor children, subject to the further orders of this court.

That the plaintiff is ordered to pay reasonable sum of

$ 75.00 per month for the support, care and maintenance of said minor children, said payments to commence on the 17th day of March, 1949, and a like sum on the 17th day of each and every month thereafter, until the further order of this Court.

DATED this 28th day of February, 1949.

PHILIP WEISGERBER, Clerk of the ... Court ... I ... that I have carefully compared the foregoing and to be a true and ... copy of the original Decree of Divorce ... filed ... and that the same is in my office ... 28th ... Feb ... 49 ... and original remain ... PHILIP WEISGERBER, Clerk

By ... Deputy

LEO McCARTY
District Judge

5811

IN THE DISTRICT COURT
of the Fifth Judicial District of the State of Idaho,
in and for the County of Oneida

Lorraine Howell, Plaintiff

vs. -- D E C R E E --

Adrian Howell, Defendant

This action came on regularly to be heard and tried by the Court on this 26th day of January, 1949, the Plaintiff appearing in person and by her Attorney, T. E. Ray, and the defendant not appearing, either in person or by attorney.

It appears to the Court, and the Court finds, that the summons in this action and a copy of the complaint has been duly served upon and personally the defendant and that the said defendant has failed to appear and or plead to the plaintiff's said complaint, and that his default in that behalf has been duly and regularly entered herein

It also appears to the Court, and the Court now finds, that said defendant is not now nor has been for the past six months in the Military service of the United States

Evidence was offered for and on behalf of the plaintiff in support of the allegations of her said complaint and received by the Court, and from which it appears to the Court, and the Court finds, that all of the material allegations of the plaintiff's complaint are

And the matter being submitted to the Court for decision and the Court being fully and sufficiently advises in the premises and all and singular the law and the evidence being by the Court understood and fully considered;

It is therefore, by the Court, Ordered, Adjudged and Decreed:

That the bonds of matrimony existing between the plaintiff Lorraine Howell and the defendant Adrian Holwell, be dissolved and each freed from all of the obligations thereof; that the custody and control of the minor child of the marriage of the plaintiff and the defendant, namely, Wayne Howell, be and the same is hereby awarded plaintiff, that the defendant be and is hereby required to pay to the plaintiff the sum of $50.00 per month for the maintenance, support and education of said minor during its minority, and that the defendant be and is hereby required to pay to the plaintiff the sum of $100.00 for the services of her attorney in this suit, and her costs of suit incurred in the sum of $15.00

Dated January 26, 1949

L E Glennon
District Judge

A TRUE COPY, ATTEST:

John R. McCollister
Clerk of the District Court
(Seal of the Court)

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

* * * * *

GRACE JONES THOMAS,

Plaintiff,

-vs-

STEUBEN L. THOMAS,

Defendant.

No. 2615

DECREE OF DIVORCE

Filed and entered
Feb. 21, 1949
Lillian Wilson, Clerk

- - - - -

This cause came on regularly for hearing this 21st day of February, 1949, plaintiff appearing in person and by her attorney Vernon Daniel, Esq., and the defendant not appearing in person, or otherwise, and it appearing that the defendant has been duly served by personal service and the time for answering or appearing in said matter having expired the default of the defendant was duly and regularly entered, and it appearing to the Court that the defendant does not come within the Soldier and Sailors' Civil Relief Act of 1940, as amended, the Court then proceeded to hear the testimony and evidence introduced by the plaintiff in support of her cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grievous mental suffering and bodily injury in and upon the person of the plaintiff, all without cause or provocation,

NOW, THEREFORE, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the plaintiff, Grace Jones Thomas, and the defendant, Steuben L. Thomas, be, and the same are hereby dissolved and the plaintiff be and she is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of extreme cruelty as prayed for in her complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons;

It is hereby further ORDERED, ADJUDGED and DECREED, That the plaintiff

have the care, custody and control of Lee Ann Thomas and Steuben Lynn Thomas, minor children of the parties hereto, subject to reasonable rights of visitation on the part of the defendant;

It is hereby further ORDERED, ADJUDGED and DECREED, That the defendant pay to the plaintiff the sum of ~~Forty~~ Twenty five Dollars ($~~40~~25.00), per month, for the care, support, maintenance and education of Lee Ann Thomas, said payments to begin on the 1st day of March, 1949 and to continue monthly thereafter until said child reaches the age of her majority, or unless she sooner marries;

It is hereby further ORDERED, ADJUDGED and DECREED, That the defendant pay to the plaintiff the sum of ~~Forty~~ Twenty five Dollars ($~~40~~25.00), per month, for the care, support, maintenance and education of Steuben Lynn Thomas, said payments to begin on the 1st day of March, 1949 and to continue monthly thereafter until said child reaches the age of his majority, or unless he sooner marries; and,

It is hereby further ORDERED, ADJUDGED and DECREED, That the defendant pay to the plaintiff the sum of One Hundred ~~seventy Dollars~~ $100.00 ($~~170.00~~), for attorney's fees and suit money in this action.

Dated the 21st day of February, 1949, at Payette, Idaho.

A. O. Sutton
District Judge

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree of Divorce has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2615.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21 day of Feb., 19 49.

Lillian Wilson
Clerk of the District Court

5813

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE.

- - - - - - - - -

No. 2632
Filed and entered
Feb. 21, 1949
Lillian Wilson,
Clerk

ALICE BARRETT HYLTON,

Plaintiff,

-vs-

EBBIE N. HYLTON,

Defendant.

D E C R E E

- - - - - - - -

THIS CAUSE coming on regularly for hearing in open Court at Payette, Idaho, this 21st day of February, 1949, Plaintiff appearing in person and by her attorneys of record, Norris & Norris; the Defendant failing to appear in person, by attorney, or at all, the Court examined the records and files herein, from which it appears to the satisfaction of the Court that the defendant has been duly, regularly and legally served with Summons and Complaint herein; that the time within which said Defendant was required by law to appear and plead has fully expired, and the default of the said defendant for failing to appear and/or plead to plaintiff's complaint on file herein has been duly and regularly entered herein by the Clerk of this Court according to law, and order of this Court, and that a proper Affidavit of Non-Military Service has been filed herein; the Court then proceeded to hear the testimony and evidence introduced by the Plaintiff in support of her cause on file herein.

And it appearing to the satisfaction of the Court from the said testimony and evidence so adduced that all of the allegations contained in Plaintiff's Complaint herein are true; that the plaintiff has been a resident of the State of Idaho therein for more than six full weeks next preceding the commencement of this action; that the defendant has been guilty of extreme cruelty; and that Plaintiff is entitled to a decree of divorce as prayed for in her Complaint on file herein; and the Court having made

and entered its Findings of Fact and Conclusions of Law, in writing herein;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED: That the bonds of matrimony now existing between the Plaintiff, Alice Barrett Hylton, and the Defendant, Ebbie N. Hylton, be, and the same are hereby dissolved and that the plaintiff be, and she is hereby granted a decree of divorce against the defendant upon the ground of extreme cruelty as prayed for in her Complaint and that the Plaintiff and Defendant are hereby restored to the status of unmarried persons.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That said property settlement agreement between the parties, dated October 15, 1948, a copy of which is attached to Plaintiff's Complaint filed herein and designated "Plaintiff's Exhibit B" and by reference made a part hereof, be and the same is hereby satisfied, approved and confirmed, and that all the property rights and claims of the parties to this action be and they are hereby settled in accordance with said Property Settlement Agreement, and each party shall henceforth have and own as her or his separate property in accordance with said Property Settlement Agreement as therein set forth.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the Plaintiff be restored to her former name of "Alice Barrett".

Done in open Court at Payette, Idaho, this 21st day of February, 1949.

A. C. Sutton
District Judge.

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2632.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21 day of February, 1949.

Lillian Wilson
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE.

* * * * *

MARY BUSH, Plaintiff, -vs- JOE M. BUSH, Defendant.

No. 2645

DECREE OF DIVORCE

Filed and entered
Feb. 21, 1949
Lillian Wilson,
Clerk

This cause came on regularly for hearing this 21st day of February, 1949, plaintiff appearing in person and by her attorney Vernon Daniel, Esq., and the defendant not appearing in person, or otherwise, and it appearing that the defendant has been duly served by personal service and the time for answering or appearing in said matter having expired the default of the defendant was duly and regularly entered, and it appearing to the Court that the defendant does not come within the Soldier and Sailors' Civil Relief Act of 1940, as amended, the Court then proceeded to hear the testimony and evidence introduced by the plaintiff in support of her cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grievous mental suffering and bodily injury in and upon the person of the plaintiff, all without cause or provocation,

NOW, THEREFORE, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the plaintiff, Mary Bush, and the defendant, Joe M. Bush, be, and the same are hereby dissolved and the plaintiff be and she is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of extreme cruelty as prayed for in her complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons; and,

It is hereby further ORDERED, ADJUDGED and DECREED, That the plaintiff

have the care, custody and control of Sharon Louiese Bush, subject to reasonable rights of visitation on the part of the defendant.

Dated in Open Court this 21st day of February, 1949, at Payette, Idaho.

A. C. Sutton
District Judge

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2645.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21 day of February, 1949.

Lillian Wilson
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE.

- - - - - - - - -

No. 2591

WILMA ELLEN ROBISON,

Plaintiff,

vs.

WILLIAM PRICE ROBISON,

Defendant.

Filed and entered
Feb.21,1949
Lillian Wilson, Clerk

D E C R E E

- - - - - - -

THIS CAUSE came on regularly for hearing in open Court in Payette, Idaho, this 21st day of February, A. D. 1949, Plaintiff appearing in person and by her attorneys of record, Norris & Norris; the Defendant failing to appear in person, by attorney, or at all, the Court examined the records and files herein from which it appears to the satisfaction of the Court that the Defendant has been heretofore duly, regularly and legally served with process herein and that the time allowed by law for the Defendant to appear and plead to the Plaintiff's Complaint on file herein has fully expired; and the Defendant, William Price Robison, has failed to appear and plead to Plaintiff's Complaint on file herein within the time prescribed by law, and that a proper Affidavit of Non-Military Service has been filed herein, and that the Default of the said Defendant has been heretofore duly, regularly and legally entered by the Order of the Court according to law; the Court then proceeded to hear the testimony and documentary evidence introduced by the Plaintiff in support of her Cause on file herein;

And it appearing to the satisfaction of the Court from the said testimony and evidence so adduced that all of the allegations contained in Plaintiff's Complaint herein are true; that

the Plaintiff has been a resident of the State of Idaho, and of the County of Payette therein for more than six full weeks next preceding the commencement of this action; that the Defendant has been guilty of extreme mental and extreme physical cruelty; and that Plaintiff is entitled to a decree of divorce as prayed for in her complaint on file herein; and that minor child, a son, named Dale Leroy Robison, age five years, is now, and has continuously been, at and since the commencement of this action, in the custody of the Defendant outside the State of Idaho; and the Court having made and entered its Findings of Fact and Conclusions of Law, in writing herein;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the Plaintiff, Wilma Allen Robison, and the Defendant, William Price Robison, be, and the same are, hereby dissolved, and that the Plaintiff, be, she is, hereby granted a decree of divorce against the Defendant upon the grounds of extreme mental and extreme physical cruelty as prayed for in her complaint, and that the Plaintiff and the Defendant are hereby restored to the status of unmarried persons;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the household furniture and furnishings now in the possession of the Plaintiff together with her wearing apparel and personal effects be awarded and decreed to the Plaintiff as her sole and separate property, free and clear of any right, title, c laim and interest therein of the Defendant.

Done in open Court at Payette, Idaho, this 21st day of February A. D. 1949.

A. O. Sutton
District Judge.

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2591.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21 day of February, 1949.

Lillian Wilson
Clerk of the District Court

5816

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

No. 2648
Filed and entered
Feb. 21, 1949
Lillian Wilson
Clerk.

MAE KARMOS,

Plaintiff,

-vs-

STEVE KARMOS,

Defendant.

DECREE OF DIVORCE

This cause coming on regularly for hearing in open court before the above entitled court on the 21st day of February, 1949, upon the plaintiff's complaint, service of the same and of the summons in this action having been duly and regularly and in the manner provided by law personally served upon the defendant herein in Canyon County, Idaho, on the 12th day of January, 1949, and the defendant failing to appear herein, either by counsel or otherwise, or to plead in said action within the time allowed by law, as specified in said summons, or at all, application for entry of default of the said defendant for failure to so appear was duly made, and

It appearing to the Court that the said defendant, Steve Karmos, is not in the military service of the United States of America or in the military service with the forces of any country with which the United States is allied in the prosecution of any war in which the United States is engaged, as provided by Section 101 (1) and 104 of the Act of Congress approved October 17, 1940, as amended, and cited as the Soldiers' and Sailors' Civil Relief Act of 1940, order was duly issued directing the clerk of this court to enter the default of said defendant herein for failure to so appear or plead to said complaint.

Thereafter said default of said defendant for failure to so appear and plead, as aforesaid, pursuant to the order of this Court, was duly and regularly entered in the above entitled action and prior to the hearing of this matter, said defendant then being in default,

DUNLAP & DUNLAP
LAWYERS
CALDWELL, IDAHO

and the plaintiff appearing at said hearing in person and by Dunlap & Dunlap of Caldwell, Idaho, her attorneys, the Court proceeded to the hearing thereof.

Witnesses were called, duly sworn and testified on behalf of the plaintiff, the cause was submitted to the Court for consideration and decision and the Court, having heard and duly considered the evidence and being duly advised in the premises and finding that the allegations contained in the complaint are true as shown by the evidence herein; and that plaintiff and defendant intermarried at Vale, Malheur County, Oregon, on or about the 28th day of October, 1935, and ever since said time have been, and now are, husband and wife; that the plaintiff now is, and has been for more than six weeks last past, a bona fide resident of the State of Idaho; that the defendant now is, and has been for more than six weeks last past, a bona fide resident of Weiser, Washington County, State of Idaho; that there was born as the issue of said marriage one minor child, to-wit, Joe Karmos, now of the age of about 10 years, born March 29, 1938, which said child now is, and has been during the pendency of this action, in the custody of the plaintiff herein; that the parties hereto, on or about December 15, 1948, entered into a written post nuptial agreement wherein and whereby they divided and settled their community property, that said agreement was filed in this court at the hearing of this cause as plaintiff's Exhibit "A", that it is provided in said agreement, among other things, that the care, custody and control of the said Joe Karmos, the minor son of the parties hereto, shall be given to the plaintiff herein, the party of the second part to said agreement, and that the party of the first part, the defendant herein, shall be entitled to visit and be visited by said minor son at all reasonable times. That it is further provided in said agreement, among other things, that the real and personal property hereinafter described, located in the County of Washington, State of Idaho, shall be awarded to the parties hereto as hereinafter adjudged and decreed; that for

some time prior to the filing of the complaint in this action the defendant, without cause or provocation on the part of the plaintiff, has treated the plaintiff in a cruel and inhuman manner and to such an extent as to inflict upon her grievous mental pain and suffering and that said treatment continued from said time up to on or about the time of the filing of the complaint herein; that the plaintiff is a fit and proper person to have the sole care, custody and control of said minor child and it is for the best interests of said minor child that the sole care, custody and control of the said minor child be awarded to the plaintiff herein; that the sum of $50.00 per month is a reasonable and necessary sum to be awarded to the plaintiff from the defendant for the care, maintance and support of said minor child.

And the Court further finding that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds hereinbefore stated and set forth in the complaint on file herein,

NOW, THEREFORE, it is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE that the bonds of matrimony heretofore and now existing between the plaintiff, Mae Karmos, and the defendant, Steve Karmos, be, and the same hereby are, wholly dissolved and the parties hereto are both freed from the obligations thereof and the said plaintiff is hereby granted an absolute decree of divorce from the defendant on the ground of extreme cruelty and the parties are, after the entry of this decree, each restored to the status of single persons.

It is further ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the division of property between the plaintiff and defendant provided for by that certain post nuptial agreement made and executed by said parties on December 15, 1948, be and the same hereby is approved and confirmed and that, as provided therein, the following described real and personal property located in the County of Washington, State of Idaho, be, and the same hereby is,

awarded to the plaintiff, Mae Karmos, as her sole and separate property, to-wit:

> Beginning at a point on the West line of Block 1 (Also designated as Tract "A") as shown in the plat entitled "Fruitvale Addition to the City of Weiser, Idaho", filed July 17, 1906, in the office of the County Recorder of said Washington County, and is hereby referred to and made a part hereof, distance thereon 240 feet South of the Northwest corner of said Block and running thence East at right angles with the West line of said Block 1, 142 feet to the West line of the alley running North and South through said Block; thence South and parallel with the West line of said Block 40 feet; thence West and parallel with the North line of said Block 1, 142 feet to the West line of Block 1; thence North along the said West line of said Block 1, 40 feet to the place of beginning.
>
> Together with all furniture and personal property belonging to the said parties and kept therein, except the wearing apparel of the first party and his personal effects.
>
> Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

It is further ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that, as provided in said post nuptial agreement made and executed by said parties on December 15, 1948, the following described real and personal property located in the County of Washington, State of Idaho, be, and the same hereby is, awarded to the defendant, Steve Karmos, as his sole and separate property, to-wit:

> Beginning at the intersection of the easterly boundary line of the North and South Highway Right of way and the West line of Walker lane, which point of intersection is 123½ feet south of an iron pin placed in the northerly extension of the west line of the said Walker Lane, 948 feet east and 50 feet south of the center of Section 29, T 11 N. R. 5 W. B. M. running thence Southwesterly along the east boundary line of the said North and South Highway, Right of way 155 feet, thence southeasterly 110 feet to a point in the west line of Walker Lane, which point is 156 feet southerly of the place of beginning, thence northerly along the west line of Walker's Lane to the place of beginning.
>
> Together with all furniture and personal property belonging to the said parties and kept therein, except the wearing apparel of the second party and her personal effects.
>
> Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

It is further ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the said plaintiff, Mae Karmos, be, and she hereby is, awarded the sole, absolute and complete custody and control of the said minor child of the parties hereto, to-wit, Joe Karmos, born March 29, 1938.

It is further ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the defendant, Steve Karmos, until the further order of this court, pay to the plaintiff for the support of said minor child the sum of $30.00 per month, beginning the 5th day of March, 1949, and that said sum be paid monthly each and every month thereafter.

It is further ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the defendant shall have the right to visit said minor child and be visited by said minor child, at any and all reasonable times.

Done in open court this 21 day of February, 1949.

C. O. Dutton
District Judge

State of Idaho)
) ss.
County of Payette)

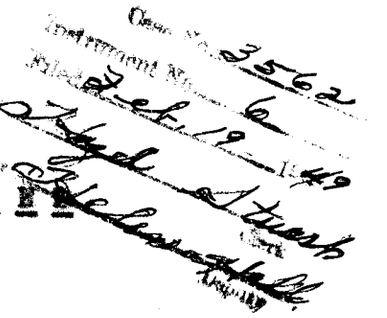
I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2643.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21 day of February, 1949.

Lillian Wilson
Clerk of the District Court

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER

ROBERTTA MAE KLEIN WOLF,)
Plaintiff,)
vs.)
JOHN F. WOLF,)
Defendant.)



D E C R E E

The above entitled cause having come on regularly for hearing before the Court, and the plaintiff appearing in person and by her counsel, Samuel Adelstein, and the defendant appearing not, either in person or by counsel, and it appearing to the Court that the defendant has been duly and regularly served with Summons and Complaint as required by law, and that the defendant duly executed and filed herein, an Appearence and Waiver, and that thereafter, the Clerk of this Court duly and regularly entered herein a Clerk's Default, and that the defendant is a not a person within the terms and provisions of the Soldier's and Sailor's Civil Relief Act of 1940; and plaintiff having been duly sworn and testified on her own behalf, and Samuel Adelstein having been sworn and testified in respect to the residence of the plaintiff, and the Court having found that all of the allegations of plaintiff's Complaint are true and correct and fully sustained by the evidence, and that the the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

I.

That the bonds of matrimony heretofore existing between the parties be, and the same are hereby, dissolved, and an absolute Decree of Divorce is granted in favor of the plaintiff and against the defendant, and the parties, and each of them, are restored

to their status of unmarried persons.

II.

That the plaintiff herein, Robertta Mae Klein Wolf, do have and recover of and from the defendant, John P. Wolf, the sum of Five Hundred Dollars ($500.00).

DONE IN OPEN COURT, this 17th day of February 1949.

L. E. GLENNON
DISTRICT JUDGE

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the case of ROBERTA MAE KLEIN WOLF vs. JOHN P. WOLF as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 19th day of February, 19 49.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

5818

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER.

HELEN TONSETH, Plaintiff,

VS.

ROBERT TONSETH, Defendant.

DECREE

Chas. No. 3524
Instrument No. 1
Filed Feb. 25 1949
Lloyd Stuck
By Helen Hall
Deputy

The above entitled action came on to be heard at Chambers at Pocatello, Idaho, before the Court on the 23d day of Feby, 1949, plaintiff appearing in person and by her Attorney, Chas. T. Cotant, and the defendant not appearing either in person or by an attorney.

Upon said hearing, it appearing to the satisfaction of the Court that defendant, Robert Tonseth was duly served with summons on the 9th day of February, 1949, as appears on the acceptance of service made by the defendant Robert Tonseth on the said date in Los Angeles County, California, said acceptance of service being attached to the summons on file herein;

And the defendant not having made an appearance and having filed no answer or any other pleading to the said cause, as provided by statute, and a clerk's default having been duly entered, according to law, and the Court having considered the law and the evidence, and it appearing satisfactorily to the Court that each and all of the material allegations and averments in plaintiff's complaint are true;

Now therefore, it is ORDERED, ADJUDGED and DECREED that the plaintiff above named is entitled to a divorce upon the grounds stated in her complaint, and the bonds of matrimony heretofore existing batween plaintiff and defendant should be dissolved;

It is therefore ORDERED that it be dissolved and each of them are hereby restored to a single, unmarried state.

(b) It is further ORDERED, that the plaintiff herein, be given the care and custody of the minor child, the issue of the said marriage, namely, LaRue Tonseth, aged two years.

Dated at Chambers at Pocatello, Idaho
this 23rd day of February 1949.

L. E. Glennon
District Judge.

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the case of HELEN TONSETH vs ROBERT TONSETH as the same appears of record or on file in my office.

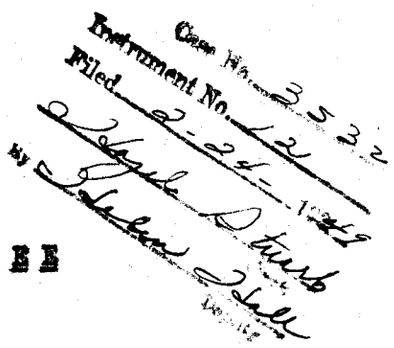
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 25th F day of February, 19 49.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF POWER.



LEAH MERKLEY MASTERS,

Plaintiff,

vs.

JEFFREY MASTERS,

Defendant.

DECREE

****

This matter coming on for hearing before the undersigned, District Judge, at Chambers at Pocatello, Bannock County, Idaho, sitting without a jury, plaintiff being present in person and by her counsel, O. R. Baum, and the defendant coming not, but making default herein, and by reason of such default having waived the making of Findings of Fact and Conclusions of Law, and it appearing to the court that an affidavit of non-military service of the defendant has been filed herein, and that an order has been entered that judgment may be rendered, and after submission of proof and the court being fully advised in the premises;

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between the plaintiff and the defendant be and they are hereby severed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff shall be granted the right to resume her maiden name, namely, Leah Merkley.

Dated this 23rd day of February, 1949.

L. E. GLENNON

DISTRICT JUDGE

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the case of LEAH MERKLEY MASTERS vs. JEFFREY MASTERS as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 24th day of February, 19 49.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

PAULINE WAGNER,
Plaintiff,
vs.
GERALD B. WAGNER,
Defendant.

No. 10672

DECREE OF DIVORCE

The above entitled action came on regularly to be heard by the Court sitting without a jury on the 24th day of ~~December~~ January, 1949, plaintiff appearing in person and by her attorney, Dale Austin, and the defendant not appearing either in person or by an attorney;

Upon said hearing and it appearing to the satisfaction of the Court from the records and files herein that the defendant had been duly and regularly served with process in the County of Shoshone, State of Idaho, with the summons herein, and the complaint herein;

That the defendant having failed to appear and answer said complaint and the time to answer having expired and no answer or demurrer having been filed, the default of said defendant was duly entered herein according to law; and the Court having heard the testimony introduced on the behalf of the plaintiff in support of her complaint and the cause having been submitted and the Court having heard the testimony of one witness other than the plaintiff as to plaintiff's residence within the State of Idaho, the Court duly considered the law and the evidence from which it appears satisfactorily to the Court by the legal evidence, duly corroborated that all the material allegations of plaintiff's complaint are true; and,

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The marriage between plaintiff, Pauline Wagner, and the defendant, Gerald B. Wagner, be, and the same is hereby dissolved.

2. The defendant pay to the plaintiff the sum of Forty Dollars ($40.00) per month for the maintenance, support and education of said minor child, and the further sum of Seventy-five Dollars ($75.00) per month as permanent alimony for the plaintiff.

3. The defendant pay to the plaintiff the sum of One Hundred Twenty-five Dollars ($125.00) for her attorney's fees incurred by plaintiff in this action and the further sum of Twenty Dollars ($20.00) as court costs in this action.

4. The plaintiff have the absolute, sole and permanent custody of said minor child, to-wit, Sherry Lynn.

5. For such other and further relief as to the court may seem just and proper.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
~~XXX~~ FEB 5 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 5th day of Feb. 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

- - - - - - - -

MILDRED MAY PADDOCK)
Plaintiff,)
vs.)
ALLEN E. PADDOCK)
Defendant,)

NO. 10638

D E C R E E

- - - - - - - -

This matter came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, on the 21st day of January, 1949. The plaintiff appeared in person and by her attorney, Herman J. Rossi, and there being no appearance by or on behalf of the defendant.

It appeared from the records and files herein that the defendant had been served by publishing Summons in the Press Times, a local newspaper at Wallace, Idaho, designated as the proper publication for publishing legal notices. It also further appeared that more than twenty-six (26) days intervened between the first and last publication of the said Summons and that the defendant had failed to appear, answer or plead within the time provided by law, or at all, and that his default had been duly and regularly entered in the premises.

It further appeared to the satisfaction of the Court from the affidavit of the plaintiff filed herein that the defendant is not in the military service of the United States as defined by the Soldier's and Sailor's Civil Relief Act of 1940 and acts amendatory thereof.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was offered by and on behalf of the plaintiff

and in support of the allegations of her complaint and the Court being fully advised in the premises made and entered its Findings of Fact and Conclusions of Law.

NOW THEREFORE, by virtue of the premises, and in accordance with said Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court does HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, MILDRED MAY PADDOCK, and the defendant, ALLEN E. PADDOCK, be, and the same hereby are, dissolved, set aside and held for naught, and the said MILDRED MAY PADDOCK is hereby granted an absolute divorce from the defendant, ALLEN E. PADDOCK.

2. Awarding to the plaintiff the sum of $125.00 for attorney fees and the sum of $31.40 for costs and disbursements herein.

3. The plaintiff's maiden name of MILDRED MAY DUNSMORE is restored to her.

Dated and done at Wallace, Idaho, the 29th day of January, 1949.

Entered, Docketed and Filed
FEB 1 1949
Anna K. Battick
Clerk District Court

ALBERT H. FEATHERSTONE
District Judge

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 1st Feb. 49

ANNA K. BATTICK

Clerk of the
First Judicial District for
Shoshone County, Idaho

By Betty Bureter
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

- - - - - - - -

VIOLET KUEBLER,
Plaintiff,
vs.
ALBERT HENRY KUEBLER,
Defendant,

NO. 10716

D E C R E E

- - - - - - - -

This matter came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, on the 9th day of February, 1949. The plaintiff appeared in person and by her attorney, Herman J. Rossi, and there being no appearance by or on behalf of the defendant.

It appeared from the records and files herein that the defendant had been served by publishing Summons in the Press Times, a local newspaper at Wallace, Idaho, designated as the proper publication for publishing legal notices. It also further appeared that more than twenty-six (26) days intervened between the first and last publication of the said Summons and that the defendant had failed to appear, answer or plead within the time provided by law, or at all, and that his default had been duly and regularly entered in the premises.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was offered by and on behalf of the plaintiff and in support of the allegations of her complaint and the Court being fully advised in the premises made and entered its Findings of Fact and Conclusions of Law.

NOW THEREFORE, by virtue of the premises, and in accordance with said Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court does HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, VIOLET KUEBLER, and the defendant, ALBERT HENRY KUEBLER, be, and the same hereby are, dissolved set aside and held for naught, and the said VIOLET KUEBLER is hereby granted an absolute divorce from the defendant, ALBERT HENRY KUEBLER.

2. That absolute custody, care and control of the minor children of the parties, to-wit: Robert William, age 11; Lavonna Carol, age 9; Arlene Sue, age 4; Stanley Howard, age 2; and Richard Leroy, now age 4 months, is hereby awarded to the plaintiff, VIOLET KUEBLER, and the said defendant, ALBERT HENRY KUEBLER, is denied all right of visitation and access to said minor children. Said custody, care and control of Richard Leroy is subject however, to the Order of Adoption of the Probate Court of Shoshone County, made the 13th day of November, 1948, wherein the said Richard Leroy, age 4 months, was for just cause, legally adopted and is now in the custody, care and control of foster parents.

3. Awarding to the plaintiff the sum of $100.00 for attorney fees and the sum of $36.80 for costs and disbursements herein.

4. Awarding to the plaintiff the sum of $100.00 per month for support of their minor children, to-wit: Robert William, age 11; Lavonna Carol, age 9; Arlene Sue, age 4; and Stanley Howard, age 2.

Dated and done at Wallace, Idaho, this _____ day of February, 1949.

SEAL

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
FEB 12 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true
copy of the original Decree
on file in my office.
Dated at Wallace, Idaho, this 12th day of Feb. 1949
ANNA K. BATTICK
Clerk of the District Court
Shoshone County, Idaho
By Betty Burster Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

DOROTHY MAE McCLAIN,

Plaintiff,

-vs-

ROBERT GEORGE McCLAIN,

Defendant.

No. 10490

D E C R E E

This cause came regularly on to be heard this 10th day of February, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the

said plaintiff be, and she hereby is awarded an absolute divorce from the defendant, on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be, and she hereby is, awarded the right to retake, retain and use her former name of Dorothy Mae Bonner in the place and stead of the name, Dorothy Mae McClain; and that plaintiff's said former name of Dorothy Mae Bonner is hereby restored to her.

Done in open Court this 10th day of February, A. D. 1949.

Albert W. Featherstone
District Judge.

Entered, Docketed and Filed
FEB 10 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF COLORADO
COUNTY OF SEDGWICK } ss

I hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated this 10th day of Feb. 49

ANNA K. BATTICK
Clerk of the District Court
By Betty Burster

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

WILLIAM E. CARLSON, Plaintiff, -vs- LILLIAN MARY CARLSON, Defendant.) No. 10709) DECREE

This cause came regularly on to be heard this 11th day of February, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon the Complaint of the plaintiff and the demurrer of the defendant; the plaintiff appeared in person and was represented by his attorney, T. P. Wormward; the defendant appeared by her attorney, Mr. Albert J. Graf, and through her attorney interposed a demurrer for and on the part of the defendant to the Complaint of the plaintiff, after which the same was duly submitted to the Court, and was overruled, and thereupon the said defendant refused to plead further in said cause. The Court then made and entered an order overruling said demurrer, and the default of the defendant was entered for her failure to plead further in said cause.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his Complaint and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's attorney, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, and files and documents

herein and the parties hereto having waived the entry of Findings of Fact and Conclusions of Law, and the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, absolutely dissolved, and the said plaintiff be, and he hereby is, awarded an absolute divorce from the defendant.

Done in open Court this 11th day of February, A. D. 1949.

Albert H. Featherstone
District Judge

Entered, Docketed and Filed
FEB 11 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

Decree

11th Feb. 49

ANNA K. BATTICK

Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

HANNAH FRITZ, Plaintiff,	)	No. 10726
vs.	)	DECREE
ROBERT FRITZ, Defendant.	)	

This matter came regularly on to be heard this 11th day of February, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. The plaintiff appeared in person and was represented by her attorney, Sennett S. Taylor. The defendant did not appear and was represented by counsel. And it appearing from the records and files herein that service of summons was personally admitted by defendant and that thereafter, towit, on the 11th day of February, 1949, his default was duly and regularly filed herein.

WHEREUPON, witnesses were duly called, sworn and examined on behalf of the plaintiff and the court having heard and considered their testimony and being duly advised in the premises and law in this matter and having heretofore made and entered herein its Findings of Fact and Conclusions of Law,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be, and they hereby are, dissolved and that the plaintiff be, and she hereby is, granted an absolute divorce from the defendant.

DATED February 11th, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
FEB 11 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 11th day of Feb. 19 49

ANNA K. BATTICK

Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

RUBY RUTH SANBORN,)
Plaintiff,)
vs.) No. 10732
) D E C R E E
CARL IRA SANBORN,)
Defendant.)

- - - - - -

This cause came regularly on to be heard on the 11th day of February, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. The plaintiff appeared in person and was represented by her attorney, Chas. E. Horning. The defendant did not appear, his default having theretofore been duly entered herein by reason of his failure to answer or otherwise plead to the plaintiff's complaint within the time allowed him by law for so doing.

WHEREUPON, witnesses were duly called, sworn and examined on behalf of the plaintiff, and the court having considered the testimony of said witnesses and being now fully advised in the premises, and having heretofore made and entered herein its Findings of Fact and Conclusions of Law,

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be, and they hereby are dissolved and

that the plaintiff be, and she hereby is granted an absolute divorce from the defendant upon the ground of extreme cruelty.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the residence of plaintiff and defendant in the Village of Mullan, Shoshone County, Idaho, to-wit: Lot Forty (40) and the north 10 feet of Lot Forty-one (41) of Block "B" of said Village of Mullan, together with the dwelling house and all other improvements situated thereon and together, also, with all household goods, furnishings, furniture and other personal property contained in said house, be, and it hereby is awarded to the defendant, and that all other community property of said parties be, and it hereby is awarded to the plaintiff.

DATED February 11, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
FEB 11 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO } SS
County of Shoshone }

I do hereby certify that the foregoing is a true copy of Decree on file in my office.
Dated at Wallace this 11th day of Feb. 49
ANNA K. BATTICK
Clerk
By Betty Burster
Deputy

5828

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

JUNE MAKI,	)	No. 10639
Plaintiff,	)	
-vs-	)	D E C R E E
WILLIAM MAKI,	)	COPY
Defendant.	)	

This cause came regularly on to be heard this 15th day of ~~January~~ February, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the

said plaintiff be, and she hereby is awarded an absolute divorce from the defendant, on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff herein be awarded the care, custody and control of the minor child of said parties, namely: Marlin William Maki, and that defendant is hereby ordered to pay plaintiff the sum of $50.00 per month for the support of said minor child beginning the 25th day of February, 1949, $25.00 to be paid the 25th of February, and $25.00 to be paid on the 10th and 25th of each month thereafter.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That defendant herein pay the amount of $150.00 to plaintiff as reasonable attorney's fees for the prosecution of this action.

Done in open Court this 15th day of February, A.D., 1949.

Albert A. Feuchtenberg
District Judge

Entered, Docketed and Filed
FEB 23 1949
Anna K. Battick
~~X~~ Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF [illegible] } ss

I do hereby certify that the foregoing is a true copy of the [illegible] Decree on file in [illegible]

Dated at Wallace, Idaho, Feb. 23rd, 1949

ANNA K. BATTICK

[illegible] for Shoshone County, Idaho

Betty Burster
Deputy

X

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - -

EVELYN DIMMITT,)
Plaintiff,) No. 10293
-vs-) D E C R E E
GLEN DIMMITT,)
Defendant.)

- - - - -

This cause came regularly on to be heard this 16th day of February, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon a Complaint of the plaintiff herein, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. Robert E. Brown appeared as attorney for the plaintiff, and the defendant did not appear, and it having been proved to the satisfaction of the above entitled Court, that the defendant was duly and regularly served with process, and that said defendant was served with said process in Shoshone County, State of Idaho, and that the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff 's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together,with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is, awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the absolute care, custody and control of the said minor children, Charles, Sharon, Neil, Phyllis, and Louise, be, and the absolute care, custody and control of said minor children are hereby awarded to the plaintiff, with the right in the defendant to see said minor children at all reasonable times and places.

Done in open Court this 16th day of February, 1949.

Albert H. Featherstone
District Judge

Entered, Docketed and Filed
FEB 16 1949
Anna K. Battick
Clerk District Court

STATE OF IDAHO }
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Wallace, Idaho, this 16th day of Feb. 1949
ANNA K. BATTICK
Clerk of the District Court
First Judicial District of the State of Idaho
Shoshone County, Idaho
By [illegible]
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

NEVA B. BRANSON,
Plaintiff,
vs.
GEORGE M. BRANSON,
Defendant.

No. 10740

DECREE OF DIVORCE

The above entitled action came on regularly to be heard by the Court sitting without a jury on the 23rd day of February, 1949, plaintiff appearing in person and by her attorney, Dale Austin, and the defendant not appearing either in person or by an attorney;

Upon said hearing and it appearing to the satisfaction of the Court from the records and files herein that the defendant had been duly and regularly served with process in the County of Shoshone, State of Idaho, with the summons herein, and the complaint herein;

That the defendant having failed to appear and answer said complaint and the time to answer having expired and no answer or demurrer having been filed, the default of said defendant was duly entered herein according to law; and the Court having heard the testimony introduced on the behalf of the plaintiff in support of her complaint and the cause having been submitted and the Court having heard the testimony of one witness other than the plaintiff as to plaintiff's residence within the State of Idaho, the Court duly considered the law and the evidence from which it appears satisfactorily to the Court by the legal evidence, duly corroborated that all the material allegations of plaintiff's complaint are true; and the Court being fully

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

advised in the premises, made and entered herein its Findings of Fact and Conclusions of Law,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The marriage between plaintiff, Neva B. Branson, and the defendant, George M. Branson, be, and the same is hereby dissolved.

2. The defendant pay to the plaintiff the sum of Seventy-Five ($75.00) Dollars per month for the maintenance, support and education of said minor children.

3. The plaintiff have the absolute, sole and permanent custody of said minor children, to-wit, Maurice, Jackie Sue and Darlene.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
FEB 23 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 23rd day of Feb. 1949

ANNA K. BATTICK

Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

ETHEL FRITZ,

Plaintiff,

vs.

ROBERT FRITZ,

Defendant.

No. 10715

D E C R E E

- - -

This cause coming on regularly to be heard on this 25th day of February, 1949, plaintiff appearing in person and being represented by her attorneys and the defendant appearing not, and it further appearing that the said defendant has heretofore appeared in said action and that the Demurrer filed by the said defendant has heretofore been over-ruled and the defendant having in open court refused to further appear or plead in said action, and the Default of the said defendant for such refusal and failure having heretofore been entered, witnesses having been sworn and examined and the Court being fully advised in the premises,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony heretofore and now existing between plaintiff and defendant be and they are hereby dissolved and plaintiff is awarded a decree of absolute divorce therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the sole care, custody and control of the minor child of plaintiff and defendant, Sandra, be and it is hereby awarded to plaintiff. Defendant to have the right of visitation of said child at all reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that defendant pay nothing for the maintenance and support of the minor child of plaintiff and defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that plaintiff have awarded to her all of the community property of plaintiff and defendant, described as follows, to-wit:

> The South portion of Lots Numbered Four (4), Five (5), Six (6) and Seven (7) in Block Numbered Five (5) of the Cowles and Papesh Addition to the City of Kellogg; more particularly described as follows: Also, the South Half of Lot Three (3), in Block Five (5).
> Beginning at the Southeast corner of Lot Six (6), Block Five (5) which corner is on the East boundary line of Seventh Street, according to the official and recorded plat filed March 20, 1916.
>
> Thence: South 78° 10' East, 75.0 feet along the Southern boundary of said lots to the Southeast corner of Lot Four (4) which is identical with the Southwest corner of Lot Three (3), Block Five (5). Thence North 13° 50' East, 50.0 feet along the common line of Lots Three (3) and Four (4) to a point. Thence North 87° 28' 30" West, 76.43 feet to an intersection with the common line of Lots Six (6) and Seven (7). Said point of intersection being North 13° 50' East 35.0 feet from the Southwest corner of Lot Six (6). Thence, North 87° 28' 30" West, 3.23 feet to an intersection with the West boundary line of Lot Seven (7), said boundary being identical with the East Boundary of Seventh Street. Thence South 0° 13' West along West boundary of Lot Seven (7) 34.33 feet to the Southwest corner of Lot Six (6) the place of beginning.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that all right, title and interest in and to said business being operated under the firm name and style of "Coffee Shop" located in Kellogg, Idaho at 119 McKinley Avenue, be, together with all household goods and other community property of the above named plaintiff and defendant, and the same is hereby awarded to plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the said defendant shall be liable for no support money for the minor child of plaintiff and defendant, he having made a full and complete settlement with the plaintiff for the care, maintenance and support of said child for the period of said child's minority.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that that certain agreement made by and between the above named plaintiff and the above named defendant, a copy of which has been admitted in evidence as Exhibit A, is hereby confirmed and approved.

Done in open court this 25th day of February, 1943.

ALBERT H. FEATHERSTONE

District Judge

A G R E E M E N T

THIS AGREEMENT Made and entered into by and between ETHEL FRITZ of Kellogg, Idaho, party of the first part, and ROBERT FRITZ, of Kellogg, Idaho, party of the second part,

WITNESSETH: That,

WHEREAS, said first party has heretofore instituted an action in the District Court of the First Judicial District of the State of Idaho, in and for the County of Shoshone for the purpose of obtaining a divorce from the above named second party and in which action she prays for all of the community property to be awarded her, together with the care, custody and control of the minor child Sandra, and,

WHEREAS, the parties hereto have agreed as to a settlement of all of their property rights together with an arrangement whereby said second party has paid for the care, maintenance and support of the minor child, Sandra, until such time as she shall reach the age of majority,

NOW THEREFORE, for and in consideration of a full and complete settlement of all of the property rights herein involved, the said first party has paid to the said second party the sum of Fifteen Hundred Dollars ($1,500.00).

That in consideration of said payment of said sum of Fifteen Hundred Dollars ($1,500.00) the said second party has agreed that the above entitled court make and enter its decree, conveying to the above named first party all of the community property, real and personal, of which said parties are possessed, the same consisting of certain lots which are particularly described in Paragraph IV of

the complaint filed by the above named first party, the same being of record inBook 75 of Deeds, at Pages 546 and 547, of the records of Shoshone County, Idaho, and also a certain business known as the "Coffee Shop" located at 119 McKinley Avenue in Kellogg, Idaho, and household goods and other personal property acquired by the said parties during their marital relationship.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto that the first party shall assume and pay the mortgage on the real property herein referred to and shall also pay the indebtedness to her sister, together with the current household bills, together with other indebtedness which she has personally incurred.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto, that the said first party will pay her own attorneys' fees together with all costs which have been incurred in the commencement and prosecution of this action.

IT IS FURTHER AGREED that, subject to the court's approval, the care, custody and control of the minor child of the first and second parties shall be awarded to the above named first party, she to have the sole and exclusive care and support of the child, and that the said second party shall be liable for no allowance of any kind, nature or description on account thereof, assuming that the court will sign and enter a decree in this cause.

Nothing herein contained shall be construed as an agreement by or between the parties with reference to the granting of a divorce in this action.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 25th day of February, 1949.

Ethel Fritz (SEAL)
Party of the First Part.

Robert M. Fritz (SEAL)

STATE OF IDAHO)
) ss.
County of Shoshone)

On this 25th day of February, 1949, before me, the undersigned, a Notary Public in and for said State aforesaid, personally appeared ETHEL FRITZ and ROBERT FRITZ, personally known to me to be the persons who signed the foregoing instrument and acknowledged to me that they executed the same.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Irene Vermillion
Notary Public in and for the
State of Idaho
Residing at Wallace, Idaho

Entered, Docketed and Filed
FEB 25 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO)
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 25th day of Feb. 1949

ANNA K. BATTICK

Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT FOR THE STATE OR IDAHO, IN AND FOR TWIN FALLS COUNTY.

CLAIRE BROWNS,
Plaintiff,
vs
DONALD E. BROWNS,
Defendant.

DECREE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED FEB 1 1949
Cal Bullock
Entered FEB 16 1949
Deputy Clerk

This cause came on regularly to be heard before the undersigned District Judge at Twin Falls, County of Twin Falls, State of Idaho, on Friday, the 14th day of January, 1949, the plaintiff appearing in person and by her attorney, Lawrence B. Quinn, Esquire, and the defendant having been heretofore served with due and legal process herein, and having entered herein his appearance and refusal to plead further to plaintiff's complaint, and the default of the defendant having been heretofore regularly and duly entered by reason of his said appearance and refusal to plead further and his consent to the entry of judgment herein;

WHEREUPON, witnesses upon the part of the plaintiff were duly called, regularly sworn and examined in support of the allegations contained in plaintiff's complaint; and it satisfactorily appearing to the Court from the evidence in the case that the plaintiff and defendant are husband and wife; that the plaintiff is a bona fide resident of the State of Idaho and has been such for more than six (6) weeks next preceding the commencement of this action, and that all of the material averments of said complaint are sustained by the testimony, free from legal exceptions as to its competency, admissibility and sufficiency, and that the matters so alleged in said complaint and proved on behalf of plaintiff, are sufficient in law to entitle plaintiff to a judgment and decree of divorce against the defendant; and the Court being fully advised in the premises both as to the law and the facts, and the making and rendering of findings of fact and conclusions of law herein having been, as a matter of law, waived:

IT IS ORDERED, ADJUDGED and DECREED, That by virtue of the power and authority in this Court vested and in pursuance of the statutes in such case made and provided, the bonds of matrimony existing between the plaintiff, Claire Browns and the defendant Donald E. Browns, be, and the same hereby are dissolved absolutely and the plaintiff and defendant are, and each of them is, hereby freed and absolutely released from the said bonds of matrimony, and from all of the obligations and disabilites thereof, and are hereby restored to the status of single or unmarried persons.

Done in Chambers at Twin Falls, Idaho, this 11th day of February A.D., 1949.

Hugh A. Baker
District Judge

Irene C. Nielsen
Deputy

5833

In The District Court of the Eleventh Judicial District of The State of Idaho, Within and For Twin Falls County.

HARRY L. DODSON Plaintiff,

vs.

BERNICE BLANCHE DODSON, Defendant.

Judgment and Decree.

The above entitled matter came regularly on before the Court, Hon. Hugh A. Baker, District Judge, presiding, the plaintiff appearing in person and by his attorney, Everett M. Sweeley, and the defendant not appearing in person or by attorney, and it appearing to the Court that the default of the defendant after appearance and for failure and refusal to plead after withdrawal of demurrer had been duly and regularly entered and shown of record herein,

Witnesses were called, sworn and exmined on behalf of the plaintiff, and certain documentary evidence offered and admitted in evidence, including an agreement between the parties concerning the custody of the infant child, Verna Lee Dodson, and the Court being informed in the premises, and findings of fact and conclusions of law having been waived by defendant by default, and by plaintiff in open court,

It Is Ordered, Adjudged and Decreed:

That the bonds of matrimony heretofore existing between plaintiff and defendant are hereby dissolved and the parties absolutely divorced; and,

That the agreement of the parties as to the custody of their infant child, Plaintiff's Exhibit B, as admitted in evidence, be not at this time wholly approved, but that for the period of six months from and after the date hereof, and until the further order of the Court, the care, custody and control of the said child shall be in the plaintiff; that at the end of said period, conditioned upon the defendant making a satisfactory showing to the Court that she then has an established home and is able and prepared to give said child, Verna Lee Dodson, adequate and proper care, the further care, custody and control of said child shall be ordered as the best interests of the said child may then seem to require; and,

That no costs, alimony or attorneys fees be awarded to either party.

Given under my hand at Twin Falls, Idaho, this 28th day of January, 1949.

Hugh A. Baker
District Judge.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the District Court.

E. A. Bellows
Clerk of the District Court

Copy
Deputy

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED FEB 4 - 1949
E. A. Bellows
Clerk

Entered FEB 4 - 1949
Deputy Clerk

COPY

5834

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

JEANNE BOTTS,
Plaintiff,
vs.
LOREN F. BOTTS,
Defendant.

DECREE OF DIVORCE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED FEB 4 - 1949
C. A. Bevens Clerk
By Irene C. Nielsen Deputy Clerk
Entered FEB 4 1949

The above entitled action came on regularly for hearing before the Court on this 4th day of February, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn and Rayborn, and the defendant appearing not, either in person or by attorney; and it satisfactorily appearing to the Court that due service of Summons in said action has been made upon the defendant by publication in the Twin Falls Times-News for five publications, and that at least 26 days intervened between the first and last publication; but that the defendant has failed and refused to appear and answer or otherwise plead to said complaint, and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired and the default of said defendant having been heretofore duly entered.

Evidence having been adduced on behalf of the plaintiff in support of his complaint, and the matter having been submitted to the Court for decision, the Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations in plaintiff's complaint are true and that said defendant has been guilty of wilful desertion, and that the plaintiff is entitled to a Decree of Divorce from the defendant;

NOW, THEREFORE, On Motion of Rayborn and Rayborn, attorneys for the plaintiff, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony heretofore and now existing between the plaintiff and the defendant be, and they are hereby, wholly dissolved, and the parties forever freed from the obligations thereof.

2. That the plaintiff be, and she is hereby, restored to her maiden name of Jeanne Willis.

Dated this 4th day of February, 1949.

Hugh A. Baker
District Judge.

C A Bullis
Clerk of the District Court
Irene C Nielsen
Deputy

5835

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

Naomi Walker,

Plaintiff,

-vs-

Cecil V. Walker,

Defendant.

Case No. 13761

DECREE OF DIVORCE.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED FEB 7 - 1949
C. A. Bullen Clerk
Irene C. Nielsen Deputy Clerk
Entered FEB 7 - 1949

This action came on regularly to be heard on the 4th day of February, A. D. 1949, at which time, after due proceedings had, it was proven to the satisfaction of the Court, and the Court found that due and legal notice of said action had been given defendant in accordance with the law and the orders of the Court, that the defendant had failed to appear, either in person or by attorney, and had failed to file any pleading in said cause, and default of defendant had been entered herein.

Wherefore the plaintiff offered proof by the testimony of witnesses in support of the alligations of her complaint, and the Court found from the proof that the alligations of plaintiff as contained in her complaint were true. The plaintiff having waived support money for herself and the attorney fees.

Now it is ORDERED, ADJUDGED and DECREED that plaintiff shall have and is hereby granted an absolute divorce from said defendant, and that the bonds of matrimony between said plaintiff, Naomi Walker, and the defendant, Cecil V. Walker, are hereby disolved and that said parties and each of them are hereby restored to the status of an unmarried person.

That the plaintiff have the care, custody, and control of Johnny Daniel Walker and Talalin Rue Walker, minor children of plaintiff and defendant.

That said defendant, Cecil V. Walker, be and he is hereby enjoined and restrained from molesting said plaintiff and the said minor children.

That said defendant, Cecil V. Walker, pay to the plaintiff as and for support and maintenance of said minor children until their majority, unless sooner married or deceased, the sum of Forty Dollars a month for the support and maintenance of said Johnny Daniel Walker and the sum of Forty Dollars a month for the support and maintenance of said Tamalin Rue Walker, said payments to be made in monthly installments on the 4th day of each and every month hereafter, beginning the 4th day of February, 1949, and until the further order of the Court.

Dated this 7th day of February, 1949.

Hugh A. Baker
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify that the foregoing is a true and correct copy of the original as it appears of record.

C. A. Bullen
Clerk of the District Court
Irene C. Nielsen
Deputy

5836

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

BESSIE WIXOM,

Plaintiff,

vs.

M. A. WIXOM,

Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho

DECREE OF DIVORCE. FEB 11 1949

C. A. Bullen Clerk
By Irene C. Nielsen Deputy Clerk

Entered FEB 11 1949

THIS CAUSE Came on regularly for hearing on the 11th day of ~~November, 1948,~~ February 1949 before Honorable Kales C. Lowe, one of the judges of the above entitled court, sitting in open Court, the plaintiff being represented by her attorneys, Rayborn & Rayborn and the defendant not appearing either in person or by counsel.

And it appearing to the Court that the defendant has heretofore been duly and regularly served with Summons and copy of Complaint in the above entitled action and has filed herein his appearance and has refused to plead to or answer plaintiff's complaint and has consented that his default may be entered herein, and that the default of said defendant for such failure to appear and answer plaintiff's complaint has been duly entered by the Clerk of the above entitled Court according to law;

Thereupon evidence was introduced and admitted from which it appears that each and all of the material allegations of plaintiff's complaint have been established by competent evidence and the allegations of plaintiff's complaint as to her residence have been duly corroborated by competent testimony;

And the Court being fully advised in the premises, on Motion of attorneys for plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED as follows, to-wit:

1. That the bonds of matrimony heretofore existing between the plaintiff Bessie Wixom, and the defendant M. A. Wixom

be, and they are hereby dissolved and the parties hereto restored to the status of unmarried persons.

2. Plaintiff is hereby restored to her former name of BESSIE SLATER.

Dated this 11th day of ~~November, 1948.~~ February, 1949

/s/ Kales C Lowe
District Judge.

C A Burns
Irene C. Nielsen

X

5837

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

Margaret P. Herndon,

Plaintiff,

Vs.

E. C. Herndon,

Defendant.

DISTRICT COURT
Eleventh Judicial District
State of Idaho, County of Twin Falls
FILED FEB 25 1949
C. A. Bullen Clerk
Irene C. Nielsen Deputy Clerk
Entered FEB 25 1949

DECREE

This cause came on regularly for trial, before the above entitled Court, at the Court Room thereof, in the County Court House, in the County of Twin Falls, State of Idaho, upon the 25th day of February, 1949. The plaintiff appeared in person and by and through her attorney of record, Ray D. Agee. The defendant did not appear, and it appeared to the Court, and it hereby finds, that the defendant, E. C. Herndon, has been duly and regularly served with summons in this action and, having failed to appear and plead to the plaintiff's complaint filed herein, and the time allowed by law for pleading to said complaint having expired, and no answer, demurrer, or other appearance having been made by the defendant, or filed herein, the default of the defendant, E. C. Herndon, in the premises, has been duly and regularly entered herein according to law.

Whereupon, witnesses on the part and behalf of the plaintiff were duly sworn and examined and evidence introduced and admitted and the evidence being closed the cause was submitted to the Court for its consideration and decision and, after due deliberation thereon, the Court hereby finds and decides: That, for a long time last past, the defendant has wilfully, wrongfully and intentionally treated the plaintiff with extreme cruelty and has inflicted grievous mental suffering upon her by his acts and conduct; that there is, as the issue of the marriage between plaintiff and defendant, one minor child, namely, Benjamin Edward Herndon, a son,

State of Idaho
County of Twin Falls } ss
I hereby certify that the within instrument is a true and correct copy of the original as the same appears of record in my office.
C. A. Bullen Clerk
Irene C. Nielsen Deputy

aged about one year; that the plaintiff is now pregnant, by the defendant, and that such child will be born on or about the month of June, 1949; that said minor children, and each of them, are now in the care and custody of the plaintiff within Twin Falls County, State of Idaho; that the plaintiff is a fit and proper person to have the care, custody and control of said minor children, and each of them; that the sum of $50.00 per month is a suitable allowance for the care, support and maintenance of each of said minor children, and that the defendant is capable of and able to pay to the plaintiff the sum of $50.00 per month for the support and maintenance of each of said minor children. That each and all of the property, hereinafter described, is the community property of the plaintiff and defendant, and that the plaintiff is entitled to have said property, and each and every part thereof, and each and every interest therein, set aside, awarded, assigned, transferred, set over, conveyed and decreed to her, as her sole and separate property; that each and every allegation in plaintiff's complaint on file herein is true and correct, and that the plaintiff is entitled to all of the relief prayed for by her in said complaint. And, being now fully advised in the premises, the Court hereby makes and enters its judgment and decree as follows:

Wherefore, by virtue of the law and by reason of the premises aforesaid, it is hereby ordered, adjudged and decreed that the bonds of matrimony now and heretofore existing between the plaintiff, Margaret P. Herndon, and the defendant, E. C. Herndon, be, and the same are hereby, wholly and absolutely dissolved, and that said parties be, and they are hereby, forever freed from the obligation thereof, and that a decree of absolute divorce be, and the same is hereby, entered herein in favor of the plaintiff and against the defendant.

And it is further ordered, adjudged and decreed that the care,

custody and education of the minor children of plaintiff and defendant, namely, Benjamin Edward Herndon, and said unborn child, and each of them, be, and the same is hereby, awarded to the plaintiff, Margaret P. Herndon, and it is further ordered, adjudged and decreed that the defendant, E. C. Herndon, be, and he is hereby, directed, ordered and required to pay to the plaintiff the sum of fifty dollars per month, each and every month hereafter, for the support and maintenance of each of said minor children, and it is further ordered, adjudged and decreed that the first of said payments, amounting to the sum of one hundred dollars, shall be made within ten days from the date hereof, and that a like payment shall be made on or before the first day of each succeeding calendar month thereafter.

And it is further ordered, adjudged and decreed that the property, hereinafter mentioned, referred to and/or described, and each and every part thereof, and each and every interest therein, be, and the same is hereby, set aside, awarded, set over, assigned and decreed to the plaintiff, Margaret P. Herndon, as her sole and separate property, free and clear of and from any and all claims of the defendant, E. C. Herndon, therein or thereto. Said property is particularly described as follows:

That certain real property, lying, situate and being in Twin Falls County, State of Idaho, particularly described as follows:

> Lots seven and eight in block twenty-six of the Village of Kimberly, Idaho; together with all and singular the tenements, hereditaments, water rights and appurtenances thereunto belonging or in any wise appertaining.

That certain personal property, now situate and being in Twin Falls County, State of Idaho, particularly described as follows:

> One 1939 Dodge sedan automobile, motor No. D1126886, serial number 4285893. One electric stove. Miscellaneous furniture provided for use of said baby. One chest of drawers. One breakfast set. One bedroom chair. One dressing table. One desk and chair. One bathroom set. Miscellaneous curtains. Miscellaneous household appliances, furniture, supplies, dishes and equipment. Together with all other community property of the parties hereto.

Done in open Court, this 25th day of February, 1949.

Kales E. Lowe
Judge of the District Court.

5838

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

RAY H. CHANDLER,

Plaintiff,

-vs-

MARY B. CHANDLER,

Defendant.

DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Twin Falls, State of Idaho

FEB 25 1949

C. A. Bullen
Clerk
Irene Smiens
Deputy
Entered FEB 25 1949

D E C R E E

THE ABOVE CAUSE came on regularly for trial in open Court on the 25th day of Feb., 1949, being one of the judicial days in the regular January, 1949 term of the District Court of the Eleventh Judicial District of the State of Idaho, in and for the County of Twin Falls, before the Honorable Kales E. Lowe, one of the judges of said District Court. The plaintiff appeared in person and by Parry, Keenan, Robertson & Daly, attorneys, and the defendant appeared by Edward Babcock, Esq., her duly appointed Guardian ad litem herein, and by Graydon W. Smith, Esq., the duly elected, qualified and acting County Attorney of Twin Falls County, Idaho, and it appearing to the Court that service of Summons in this action was duly and regularly had upon the defendant and upon said Guardian ad litem and County Attorney, all in manner provided by the statutes and laws of the State of Idaho, the Court proceeded to the trial of said cause and oral and documentary evidence having been offered and admitted on behalf of the plaintiff in support of his Complaint, and the parties having rested and submitted the cause for decision and the Court having duly considered the same and having made and filed its Findings of Fact and Conclusions of Law constituting its decision herein, now orders judgment as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between Ray H. Chandler,

PARRY, KEENAN, ROBERTSON & DALY
LAWYERS
TWIN FALLS, IDAHO

the plaintiff above named, and Mary B. Chandler, the defendant above named, be, and the same are hereby dissolved, set aside, and held for nought and said parties are hereby restored to the status of single persons.

DONE IN OPEN COURT, and in the presence of the County Attorney of Twin Falls County, Idaho, this 25 day of Feb 1949.

s/ Kales E Lowe

District Judge.

State of Idaho)
County of Twin Falls)

I hereby certify the foregoing to be a true and correct copy of the original as the same appears of record.

C. A. Bullen
Clerk of the District Court
Irene C. Nielsen
Deputy

PARRY, KEENAN, ROBERTSON & DALY
LAWYERS
TWIN FALLS, IDAHO

5839

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

CHARLOTTE HAZELTINE,

Plaintiff,

vs

JOHN F. HAZELTINE,

Defendant.

DECREE OF DIVORCE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED FEB 25 1949
C. A. Bullen
Clerk
By Irene C. Nielsen
Deputy Clerk

Entered FEB 25 1949

THE ABOVE ENTITLED MATTER Coming on for hearing before the above entitled Court on the 25th day of February, 1949, sitting in open court at Twin Falls, Idaho, plaintiff appearing in person and by and through her attorneys of record, Graydon W. Smith and Leonard H. Jacob of Twin Falls, Idaho, and defendant not appearing in person or by an attorney; and

IT APPEARING TO THE COURT That service was duly made upon the defendant by means of publication, and that defendant has failed to answer within the time allowed by law, and his default having been duly entered herein, the Court does hereby confirm and approve said default;

WHEREUPON, Witness on the part of plaintiff was regularly sworn and examined in support of the allegations contained in plaintiff's complaint, and it satisfactorily appearing to the Court from the evidence presented herein, that plaintiff and defendant are husband and wife, that said plaintiff is a bona fide resident of the State of Idaho, and has been such for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That the plaintiff be divorced from the defendant.

Dated this 25th day of February, 1949.

Kales E. Lowe.
District Judge

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bullen
Clerk of the District Court
Irene C. Nielsen
Deputy

347286

5840

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT, OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FILED
11:40 A.M. P.M.
FEB 28 1949
S. S. FOOTE, Clerk
By Doreen Maley Deputy

DORIS ANSPAUGH,
Plaintiff,

- vs -

LAVON ANSPAUGH,
Defendant.

D E C R E E.

THIS CAUSE, Came on regularly to be heard, this 28th day of February, 1949, upon the complaint herein, the proof and testimony in said action.

And the Court Finds, That the defendant, Lavon Anspaugh, was regularly served with Summon in this action, at Boise, Ada County, Idaho, and that he is not now in any branch of the armed services of the United States, and that he having failed to appear in this action in the time allowed by law, or at all, is in default;

That all the material allegations of the complaint are true, and that the plaintiff is entitled to a Decree of Divorce, upon the grounds that the defendant, Lavon Anspaugh, has been convicted of a felony; and the plaintiff is entitled to the restoration of her maiden name, Therefore:

IT IS ORDERED, ADJUDGED AND DECREED, By this Court:

That the bonds of matrimony existing between the plaintiff and defendant be and the same are dissolved, and they are hereby absolutely divorced from each other;

That the plaintiff's maiden name, to wit: Doris Gardner, is hereby restored to her.

Dated this 28th day of February, 1949.

Thomas E Buckner
District Judge.

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
February 28, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By Doreen Maley Deputy.

X

347302

5841

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
A.M. 4:05 P.M.
FEB 28 1949
S. S. FOUCH, Clerk
Joann Haley
DEPUTY

VERA FEARHELLER,
Plaintiff,
-vs-
J. J. FEARHELLER,
Defendant

DECREE

This cause came on regularly for hearing the 28th day of February, 1949, before the Court without jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required to demur, answer or plead to said complaint had expired, the default of the defendant was duly and regularly entered herein; whereupon the Court proceeded with the trial of said cause.

Witnesses were called, sworn and testified for and on behalf of plaintiff and the case was submitted to the Court for final determination and decision, and the Court having found that the plaintiff and defendant were duly married at Idaho Falls, Idaho, on the 24th day of May, 1934, and that the plaintiff has been for more than six weeks last past a bona fide resident of the State of Idaho, and that the defendant, disregarding the solemnity of his marriage vows, has caused the plaintiff great mental and physical suffering, pain and anguish, and is such as to constitute cruelty.

The Court therefore ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's Complaint.

That the plaintiff acquired as her own sole and separate property, Lots 23 and 24, Block 32, Original Townsite of Caldwell, Canyon County, Idaho, according to the official plat thereof, now on file and of record in the office of the Recorder of Canyon County, Idaho, and there is hereby awarded to the plaintiff said property.

Also, one 1940 Buick Coupe and the household goods located in the house on the above described premises are hereby awarded to the plaintiff.

WHEREFORE, IT IS ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same are, hereby dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof;

IT IS FURTHER ORDERED, ADJUDGED and DECREED that Lots 23 and 24, Block 32, Original Townsite of Caldwell, Canyon County, Idaho, is hereby awarded to the plaintiff as her own sole and separate property;

IT IS FURTHER ORDERED, ADJUDGED and DECREED That the personal property located in the house on the above described premises and one 1940 Buick Coupe is hereby awarded to the plaintiff as her own sole and separate property.

DATED: This 28th day of February, 1949.

Thomas E. Buckner
District Judge

State of Idaho } ss.
County of Canyon }
I hereby certify the foregoing instrument is a true and correct copy of the original thereof as the same appears in this office,
DATED Feb. 28, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By Jean Maley Deputy

X

5842

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY.

* * *

ALBA CRUZEN,

Plaintiff,

-vs-

EDWARD A. CRUZEN,

Defendant.

* * *

Case No. 1058 Inst. No. 15
DISTRICT COURT VALLEY COUNTY, IDAHO

Filed 2-24, 1949, at P.M.
Forest E. Robb, Clerk
by Shirley Phillips, deputy

D E C R E E

The above entitled cause came on regularly to be heard and tried before the court, sitting without a jury on the 23rd day of February, 1949, the plaintiff appearing in person and by Messrs. Laurence N. Smith, Frank E. Meek and David Doane, her attorneys, and the defendant appearing by Eugene H. Anderson of the firm of Anderson and Thomas, his attorneys; and, the said cause was thereupon tried upon the complaint of the plaintiff and the answer of the defendant, and, the court having heard the testimony and being fully advised in the premises, and findings of fact and conclusions of law having been expressly waived by stipulation of the parties filed in the above entitled cause;

And, there having been offered and admitted in evidence a contract made and entered into by and between the plaintiff and defendant under date the 12th day of February, 1949, in words and figures as follows:

AGREEMENT

Between: EDWARD A. CRUZEN,
First Party,
and
ALBA B. CRUZEN,
Second Party.

THIS AGREEMENT Made February 12, 1949, by and between

EDWARD A. CRUZEN, herein called the "first party" and ALBA B. CRUZEN, herein called the "second party",

W I T N E S S E T H:

WHEREAS, The first party and second party were married, each to the other, on the 17th day of April, 1942, and ever since have been, and now are, husband and wife; and,

WHEREAS, the parties hereto separated on or about the month of February, 1946, and have ever since lived separate and apart from each other, and are now living separate and apart from each other; and,

WHEREAS, on or about the 18th day of July, 1947, the second party instituted an action against the first party in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Valley, for divorce, and in said action the first party filed cross complaint against the second party for divorce; and,

WHEREAS, the said action is still pending undetermined; and,

WHEREAS, the parties hereto have two minor children, namely, Deborah Myrtle Cruzen, now of the age of eleven years, and Stella (Carrick) Genevieve Cruzen, now of the age of six years, both of which children are daughters, and the parties have mutually agreed with respect to the custody of such children and upon reasonable provision for the contribution by the first party for the support, maintenance and education of such minor children; and,

WHEREAS, the said parties have agreed upon a satisfactory and reasonable and just disposal of all of the property in which the parties are jointly interested; and,

WHEREAS, the second party has contracted certain debts as hereinafter set forth, and the parties have agreed upon provision for the payment thereof;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties herein contained, IT IS MUTUALLY AGREED AS FOLLOWS:

That it shall be lawful for the said parties to continue to live separate and apart from each other, during the term of their natural lives; and, that each of said parties shall, at all times, live separate and

apart from the other as if sole and unmarried, and may reside, from time to time, at such place or places, and may conduct, carry on and engage in any employment, business or trade that either shall deem fit, without any control, restraint or interference, directly or indirectly, by the other party hereto.

That neither party shall molest the other, nor compel the other to dwell with him, or her, by any legal proceedings or otherwise.

That neither party shall be obligated in any respect to maintain or support the other.

That from and after the day and date hereof, the custody of the said children of the parties hereto shall be divided between the parties hereto as follows:

That the second party shall have the entire care, custody and control of said children during the calendar months of January, February, March, April, May, September, October, November and December in each year; and,

That the first party shall have the entire care, custody and control of said children during the calendar months of June, July and August in each year.

That, upon the termination of each period of custody, the party then having the care of such children shall, upon the demand of the other party, deliver such children to the other party. The actual expense of transportation of each child to and from the first party shall be paid by the first party except the transportation in excess of a distance of one thousand miles by the usual main traveled route, the expense of which transportation in excess of such distance shall be paid by the second party.

Each party shall cause prompt notice in writing to be sent to the other of any change of residence and the address of such new place of residence shall be stated in such notice.

Each party shall have the right to visit each such children while it shall be in the custody of the other, at all reasonable times and for reasonable periods of time.

In the event of the illness or sickness of either or both of the said children, requiring the attendance of a physician or surgeon, the party in whose custody said child or children may then be shall cause prompt

notice to be given to the other party, either by mail, telegram or telephone, of such illness or sickness, and, each party shall have the right to consult any attending physician or surgeon in connection therewith.

The first party shall pay to the second party, for the care, support and maintenance of such children, during all of the time that such children shall be in the care of the second party the sum of One Hundred Fifty Dollars ($150.00) per month, until the elder of such children shall attain the age of majority, and thereafter the sum of Seventy-five Dollars ($75.00) per month until the younger of said children shall attain the age of majority.

If either such child shall suffer or sustain an illness from disease, ailment or accident, which illness shall be of such severe character as to affect the general soundness and healthfulness of the system of such child seriously and not a mere temporary indisposition which does not undermine and weaken the constitution of such child or seriously derange the vital functions of such child, then in that event the first party shall pay the reasonable costs of hsopitalization and the reasonable costs of medical and surgical attention; provided, that such payments shall be made direct to the hospital and/or the physician or surgeon, as the case may be, of the charges which shall be incurred; and, provided further, that the first party shall not be required to pay any fees, bills or charges of dentists whatever or of any other doctor than those of duly licensed physicians and surgeons; and, provided that, except in cases of emergency, the parties hereto shall have agreed on the selection of the hospitals and/or physicians and surgeons which shall care for such child.

IT IS SPECIFICALLY UNDERSTOOD AND AGREED By and between the parties hereto that each of the parties hereto has separate property in substantial amount and that neither party hereto has in his or her possession or control any of the separate property of the other, and that the real property situate in the County of Valley, State of Idaho, particularly described as follows, to-wit:

> The northeast quarter of the southwest quarter, and the northwest quarter of the southeast quarter, and the south half of the southeast quarter of section sixteen; the southeast quarter of section eighteen; all of section twenty; all of section twenty-one; the north half of section twenty-eight; the east half of section twenty-nine; all in township seventeen north of range three east, B. M.;

And all water, water rights, ditch and ditch rights, easements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,

and the whole thereof, is the separate property of the first party, and the second party hereby transfers, grants and conveys all and every claim thereto or interest which she may have or assert therein, to the first party so that the same said property shall be the property of the first party free from any claim of the second party as community property or otherwise.

IT IS FURTHER UNDERSTOOD AND AGREED By and between the parties hereto that all of the right, title and interest of the first party in and to all machinery, equipment and livestock now at said hereinbefore described lands, which may be held by the first party separate and apart from his partnership interest hereinafter mentioned, is the separate property of the first party, and the second party in order to affirm the said separate property ownership and interest of the first party, hereby transfers and conveys to the first party all right, title and interest which the second party may assert or claim in said property, as community property or otherwise, so that the same said property may be fully owned by the first party as his sole and separate property.

IT IS FURTHER SPECIFICALLY UNDERSTOOD AND AGREED That the first party is one of the partners of a partnership consisting of himself and his mother, Stella M. Cruzen, and his brother, James B. Cruzen, and that all of the partnership interest of the first party in and to such partnership is his own sole and separate property excepting such community property interest as the second party may have in the increase or accretions to the value of such partnership interest, and in consideration hereof the second party hereby transfers and conveys to the first party all right, title, claim and interest which the second party may have in such partnership interest or in the property of such partnership, as community property or otherwise, so that such partnership interest and all interest in the property of such partnership of the parties hereto may be owned and held by the first party as his own sole and separate property.

The second party also assigns, transfers, conveys and sets over to the first party all of the right, title and interest of the second party as community

property or otherwise, in and to that certain easement No. 304, dated February 17th, 1931, executed by the State Board of Land Commissioners of the State of Idaho to and in favor of McCall Light & Power Company, its successors and assigns, and recorded on December 13th, 1933, in Book 5 of Miscellaneous at page 91 of the records of Valley County, Idaho, said easement being for ditch and pipeline and reservoir purposes, and assigned to the first party by written indenture of assignment recorded in the office of the County Recorder of the County of Valley, State of Idaho, in Book 24 of Deeds at page 230, so that the same may be owned by the first party as his own sole and separate property.

That the second party hereby transfers, conveys and sets over to the first party all of the right, title and interest of the second party, as community property or otherwise, in and to that certain State Contract No. 20918 covering land in Valley County, Idaho, dated February 24th, 1941, which land is described as follows:

> Beginning at a point on the south line of section sixteen, township seventeen north, range three east, B. M., which point is east 1769 feet from the southwest corner of section sixteen; thence north 18°16' west 1383.2 feet, more or less, to the north line of the southeast quarter of the southwest quarter of said section sixteen; thence east 1300.73 feet, more or less, along the north boundary of the southeast quarter of the southwest quarter of said section sixteen to the northeast corner of the southeast quarter of the southwest quarter of said section sixteen; thence south 1320 feet, more or less along the east boundary of the southeast quarter of the southwest quarter of said section sixteen to the southeast corner of the southeast quarter of the southwest quarter of section sixteen; thence west 871 feet, more or less, along the south boundary of the said section sixteen to the place of beginning; except railroad right-of-way of 4.41 acres, more or less, being those portions of the southeast quarter of the southwest quarter of section sixteen, township seventeen north, range three east, Boise Meridian, and containing 28.5 acres, more or less,

and in and to all such land, so that said contract from the

State of Idaho and all of the right, title and interest of the second party in and to said land shall be owned by the first party as his own sole and separate property.

The second party hereby transfers, conveys and sets over to the first party all of the right, title and interest of the second party, as community property or otherwise, in and to that tract of land containing one acre, more or less, situate in Valley County, Idaho, and particularly described as follows, to-wit:

> Beginning at a point on south line of section sixteen, township seventeen north, range three east, Boise Meridian, which point is east 1,769 feet from southwest corner of said section sixteen and west 141.5 feet from center line of Oregon Short Line Railway at Station 6,348 plus 13; thence east 38.5 feet; thence north 18°06' west 1,196 feet; thence south 72°44' west 36.75 feet; thence south 18°06' east 1,185 feet to place of beginning, being a right-of-way of uniform width of 36.75 feet in the southeast quarter of the southwest quarter of said section sixteen;
>
> Said above described premises being for purposes of a canal;

so that the same said described real property shall be owned by the first party as his own sole and separate property.

That the second party hereby transfers, conveys and sets over to the first party all of the right, title and interest of the second party, as community property or otherwise, in and to lots twenty-one, twenty-two and the north half of lot twenty-three in block one of the townsite of Donnelly, Idaho, according to the official plat thereof on file and of record in the office of the County recorder of Valley County, Idaho, so that the same may be owned by the first party as his own sole and separate property.

That the second party hereby assigns, transfers, conveys and sets over to the first party all of the right, title and interest of the second party in and to all policies of insurance on the life of the first party, as community property or otherwise, so that the same may be owned by the first party as his own sole and separate property.

That the second party hereby assigns, transfers,

conveys and sets over to the first party all of the right, title and interest of the second party in and to any and all community property of the parties hereto, now in the possession or under the control of the first party, so that all of the same shall be henceforth owned by the first party as his own sole and separate property.

In consideration hereof, and of the premises, the first party hereby agrees to pay to the second party the sum of Seventeen Thousand Three Hundred Five Dollars and thirty-two cents ($17,305.32) at the times and in the installments as follows:

The sum of Four Thousand Seven Hundred Five Dollars and thirty-two cents ($4,705.32) when the said action for divorce now pending shall be consummated by decree of divorce to either of the parties hereto; and,

The sum of Four Thousand Two Hundred Dollars ($4,200.00) on the 1st day of December, 1949; and,

The sum of Four Thousand Two Hundred Dollars ($4,200.00) on the 1st day of December, 1950; and,

The balance, in the amount of Four Thousand Two Hundred Dollars ($4,200.00), on the 1st day of December, 1951.

The balance remaining from time to time unpaid of said amounts to be paid by the first party to the second party shall bear interest from the time that decree of divorce shall be made and entered in the above entitled cause at the rate of five percent (5%) per annum until paid. The interest accrued to December 1st, 1949 shall be paid on that date, and the interest shall be payable annually thereafter. The first party shall be privileged to make any payment of said balance at any time although the due date thereof shall not have arrived, and the interest on any such prepayment shall cease at the time of such prepayment.

IT IS UNDERSTOOD AND AGREED That the first party has paid debts and accounts incurred by the second party to the persons, firms and corporations, and in the amounts as follows:

NAME OF CREDITOR	AMOUNT
C. C. Anderson Stores Co., of McCall, Idaho	$ 49.05
C. C. Anderson Stores Co., of Boise, Idaho	76.16
Falk Mercantile Company, of Boise, Idaho	3.51
C. C. Anderson Stores Co., of McCall, Idaho	49.98
Cash Bazar, of Boise, Idaho	90.95

Cash Bazar, of Boise, Idaho	71.40
Stockwell Stores, of McCall, Idaho	62.90
Falk Mercantile Co., of Boise, Idaho	37.06
Dr. M. Kirkpatrick, of Caldwell, Idaho	25.00
Dr. M. Kirkpatrick, of Caldwell, Idaho	6.00
Ontario Clinic, of Ontario, Oregon	43.50
C. C. Anderson Stores Co., of Ontario, Oregon	527.03
Idaho First National Bank, of Boise, Idaho	3.60
Stockwell Stores, of McCall, Idaho	158.51
Falk Mercantile Co., of Boise, Idaho	297.69
Livingston Bros., of San Francisco, California	234.00
C. C. Anderson Stores Co., of Boise, Idaho	72.01
TOTAL	$1,808.35

The first party also agrees to pay those certain debts and accounts incurred by the second party to the persons, firms and corporations in the amounts as follows:

NAME OF CREDITOR	AMOUNT
The Mode, of Boise, Idaho	$ 130.35
City of Paris, of San Francisco, California	113.51
Cash Bazar, of Boise, Idaho	61.77
Globe Furniture Company, of Weiser, Idaho	126.20
Peasley Transfer & Storage Co., of Boise, Idaho	54.50
TOTAL	$ 486.33

In the event the first party shall be obliged to pay any sum or sums of money for or on account of any debt or liability heretofore or hereafter contracted or incurred by the second party in addition to and other than the accounts and debts hereinbefore listed, then and in that case the first party shall have the right to deduct and retain out of the moneys thereafter becoming due from the first party to the second party as herein provided, the amounts of such debts or liabilities which the first party shall be obliged to pay.

IT IS FURTHER SPECIFICALLY UNDERSTOOD AND AGREED By and between the parties hereto that the second party shall make, execute and deliver all such instruments of transfer and conveyance as the first party shall require at any time in the future to perfect title to any said property hereby transferred and conveyed to the first party.

The second party hereby releases the first party from all claims and demands of every character arising out of the marital status of said parties, including attorneys' fees in the said divorce action between the parties, costs, temporary alimony, permanent alimony, support and maintenance, right of family allowance and right to inherit and all claims of every character and description held by the second party against the

first party, save as herein provided. The second party, in consideration hereof, further relinquishes all right, title, claim and demand in and to the community property of the said parties and hereby sets over, transfers, assigns and delivers to the first party all properties, claims and demands of every character and description owned by said parties, it being agreed that this agreement comprises the complete adjustment and settlement between said parties of all claims and demands of every character and that the second party shall have no right, titles or claims against the first party, save as herein provided.

IT IS FURTHER UNDERSTOOD AND AGREED That this agreement is made subject to approval by the court in said divorce proceedings now pending between the parties hereto, and shall not be of any effect nor force until the same shall be approved and confirmed by the court and the terms hereof carried into the decree of divorce.

IN WITNESS WHEREOF, the said parties have hereunto set their hands as of the day and year herein first above written.

Edward A. Cruzen
Edward A. Cruzen
FIRST PARTY

Alba B. Cruzen
Alba B. Cruzen
SECOND PARTY

And, it appearing to the court that such contract is fair and equitable and should be confirmed and approved by the court;

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff, Alba B. Cruzen, divorced from the defendant, Edward A. Cruzen, and each of the parties hereto restored to the status of a single person;

That the said agreement in writing made and entered into by and between the plaintiff and defendant under date the 12th day of February, 1949, and placed in evidence and hereinbefore set forth, providing for the care, custody, support and maintenance of the minor children of the plaintiff and defendant, and settling, adjusting and composing all property rights of the plaintiff and defendant with reference to each other, be, and the said agreement hereby is, approved, ratified and confirmed, and each the plaintiff and defendant is hereby ordered and directed to comply with the terms thereof;

That the plaintiff, Alba B. Cruzen, shall have the entire care, custody and control of Deborah Myrtle Cruzen and Stella (Carrick) Genevieve Cruzen, the minor children of plaintiff and defendant, during the calendar months of January, February, March, April, May, September, October, November and December in each year, and that the defendant have, and he is hereby awarded, the entire care, custody and control of said children during the calendar months of June, July and August in each year;

That, upon the termination of each period of custody, the party then having the care of such children shall, upon the demand of the other party, deliver such children to the other party; and, that the actual expense of transportation of each such child to and from the defendant shall be paid by the defendant, except the transportation in excess of a distance of one thousand miles by the usual main traveled route, the expense of which transportation in excess of such distance shall be paid by the plaintiff;

That each party shall cause prompt notice in writing to

be sent to the other of any change of residence and the address of such new place of residence shall be stated in such notice;

That each, the plaintiff and defendant, shall have the right to visit each of such children while it shall be in the custody of the other, at all reasonable times and for reasonable periods of time;

That in the event of the illness or sickness of either or both of said children, requiring the attendance of a physician or surgeon, the party in whose custody said child or children may then be shall cause prompt notice to be given to the other party, either by mail, telegram or telephone, of such illness or sickness, and, each party shall have the right to consult any attending physician or surgeon in connection therewith;

That the defendant shall pay to the plaintiff for the care, support and maintenance of such children, during all of the time that such children shall be in the care of the plaintiff, the sum of One Hundred Fifty Dollars ($150.00) per month, until the elder of such children shall attain the age of majority, and thereafter the sum of Seventy-five Dollars ($75.00) per month until the younger of such children shall attain the age of majority;

That if either such child shall suffer or sustain an illness from disease, ailment or accident, which illness shall be of such severe character as to affect the general soundness and healthfulness of the system of such child seriously, and not a mere temporary indisposition which does not undermine and weaken the constitution of such child or seriously derange the vital functions of such child, then in that event the defendant

shall pay the reasonable costs of hospitalization and the reasonable costs of medical and surgical attention; provided, that such payment shall be made direct to the hospital and/or the physician or surgeon, as the case may be, of the charges which shall be incurred; and, provided further, that the defendant shall not be required to pay any fees, bills or charges of dentists whatever, or of any other doctor than those of duly licensed physicians and surgeons; and, provided that, except in cases of emergency, the parties shall have agreed on the selection of the hospitals and/or physicians and surgeons which shall care for such child;

That the property situate in the County of Valley, State of Idaho, particularly described as follows, to-wit:

> The northeast quarter of the southwest quarter, and the northwest quarter of the southeast quarter, and the south half of the southeast quarter of section sixteen; the southeast quarter of section eighteen; all of section twenty; all of section twenty-one; the north half of section twenty-eight; the east half of section twenty-nine; all in township seventeen north of range three east, B. M.;
>
> And all water, water rights, ditch and ditch rights, easements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,

and the whole thereof, is the separate property of the defendant and all claim thereto which the plaintiff may have as community property is hereby awarded to the defendant;

That all machinery, equipment and livestock now located at said hereinbefore described lands, or operated or used in

connection therewith, separate and apart from the partnership hereinafter mentioned, is the separate property of the defendant, and all claim thereto of the plaintiff as community property is hereby awarded to the defendant;

That all interest held by the defendant in and to that partnership consisting of himself and his mother, Stella M. Cruzen, and his brother, James B. Cruzen, is the separate property of the defendant and that all and every claim to or in such partnership by the plaintiff as community property is hereby awarded to the defendant;

That the certain easement No. 304, dated February 17, 1931, executed by the State Board of Land Commissioners of the State of Idaho, to and in favor of McCall Light and Power Company, its successors and assigns, and recorded on December 13, 1933, in Book 5 of Miscellaneous at page 91 of the records of Valley County, Idaho, said easement being for ditch and pipeline and reservoir purposes, and assigned to the defendant by written indenture of assignment recorded in the office of the County Recorder of the County of Valley, State of Idaho, in Book 24 of Deeds at page 230, be, and the same is hereby, awarded to the defendant;

That the certain state contract No. 20918 covering land in Valley County, Idaho, dated February 24, 1941, which land is described as follows:

> Beginning at a point on the south line of section sixteen, township seventeen north, range three east, B. M., which point is east 1769 feet from the southwest corner of section sixteen; thence north 18°16' west 1383.2

feet, more or less, to the north line of the southeast quarter of the southwest quarter of said section sixteen; thence east 1300.73 feet, more or less, along the north boundary of the southeast quarter of the southwest quarter of said section sixteen to the northeast corner of the southeast quarter of the southwest quarter of said section sixteen; thence south 1320 feet, more or less along the east boundary of the southeast quarter of the southwest quarter of said section sixteen to the southeast corner of the southeast quarter of the southwest quarter of section sixteen; thence west 871 feet, more or less, along the south boundary of the said section sixteen to the place of beginning; except railroad right-of-way of 4.41 acres, more or less, being those portions of the southeast quarter of the southwest quarter of section sixteen, township seventeen north, range three east, Boise Meridian, and containing 28.5 acres, more or less,

and all such land, is the separate property of the defendant, and all claim of the plaintiff thereto as community property is hereby awarded to the defendant;

That the lands situate in Valley County, Idaho, and particularly described as follows, to-wit:

Beginning at a point on south line of section sixteen, township seventeen north, range three east, Boise Meridian, which point is east 1,769 feet from southwest corner of said section sixteen and west 141.5 feet from center line of Oregon Short Line Railway at Station 6,348 plus 13; thence east 38.5 feet; thence north 18°06' west 1,196 feet; thence south 72°44' west 36.75 feet; thence south 18°06' east 1,185 feet to place of beginning, being a right-of-way of uniform width of 36.75 feet in the southeast quarter of the southwest quarter of said section sixteen;

Said above described premises being for purposes of a canal;

are the separate property of the defendant, and all claim of the plaintiff thereto as community property is hereby awarded to the defendant;

That the premises situate in the County of Valley, State of

Idaho, described as Lots twenty-one, twenty-two and the north half of lot twenty-three, in block one of the townsite of Donnelly, Idaho, are hereby awarded to the defendant;

That all policies of insurance on the life of the defendant are the separate property of the defendant, and that all claim thereto of the plaintiff as community property is hereby awarded to the defendant;

That all community property of the plaintiff and defendant be, and the same is hereby, awarded to the defendant;

That the defendant pay to the plaintiff, which shall be in full payment to the plaintiff of all and every interest which the plaintiff may have in or to any community property of plaintiff and defendant, and in full payment of all obligations now or hereafter of the defendant to support the plaintiff, the sum of Seventeen Thousand Three Hundred Five Dollars and thirty-two cents ($17,305.32) which said sum shall be paid with interest and in the installments as follows:

The sum of Four Thousand Seven Hundred Five Dollars and thirty-two cents ($4,705.32) forthwith upon the entry of this decree; and,

The sum of Four Thousand Two Hundred Dollars ($4,200.00) on or before the 1st day of December, 1949; and,

The sum of Four Thousand Two Hundred Dollars ($4,200.00) on or before the 1st day of December, 1950; and,

The balance, in the amount of Four Thousand Two Hundred Dollars ($4,200.00), on or before the 1st day of December, 1951;

That the defendant pay to the plaintiff interest from the date of this decree on the said balances of money hereinbefore provided to be paid by the defendant to the plaintiff, at the

rate of five percent (5%) per annum until paid;

That the plaintiff shall make, execute and deliver to the defendant all instruments of transfer and conveyance as shall be required at any time in the future to perfect title to any said property hereby awarded to the defendant;

That each the plaintiff and defendant at all times comply with and fulfill the terms, provisions and conditions of said agreement hereby confirmed and approved and incorporated herein.

Done in open court this 23rd day of February, 1949.

A. O. Sutton
District Judge.

Recorded in Book 3 of Judgments
at page 13.

STATE OF IDAHO,)
County of Valley.) SS.

I, Forest E. Robb, Clerk of the District Court in and for Valley County, Idaho, DO HEREBY CERTIFY AND DECLARE that I have compared the foregoing Decree- Alba Cruzen vs Edward A. Cruzen ..... with the record of such decree in my office, which instrument is (filed and indexed & (Recorded) in Book 3 of Judgments, at page 13, and that the foregoing is a true and correct copy of such record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 3rd day of March, 19 49.

Forest E. Robb
Clerk of the District Court
Valley County, Idaho
By Shirley Shillings
Deputy

17-pho

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON

LEROY V. GREENSLIT, Plaintiff,	
vs.	AMENDED DECREE
	(COPY)
STELLA GREENSLIT, Defendant.	

Heretofore the defendant Stella Greenslit filed in the above court and cause her application for an order to show cause why default in the above entitled case should not be vacated and an order entered, and thereafter on the 2nd day of February, 1949, stipulation was entered into between attorneys for the plaintiff and the defendant that an amended decree be entered in the above entitled action as set forth in said stipulation. The matter was submitted to the Court on statement of counsel and after consideration by the Court,

IT IS ORDERED that said order to show cause be and the same hereby is denied and that an amended decree be entered herein in accordance with said stipulation.

WHEREFORE, by reason of the law and the premises, it is ordered, adjudged and decreed that the decree hereinbefore rendered in the above entitled action be and the same hereby is amended in the following particulars:

That the care, custody and control of Ronald Vernon Greenslit, the minor child of said parties, hereby is awarded to the plaintiff, LeRoy V. Greenslit, during the months of June, July and August each and every year during the minority of said minor child, and that

during the remaining nine months of each year during the minority of said child the care, custody and control of said minor child be and same is hereby awarded to the defendant, Stella Greenslit, and that in all other respects said decree of divorce heretofore rendered be and the same hereby remains in full force and effect.

Done in open court this the ___ day of February, 1949.

A. O. SUTTON
District Judge.

STATE OF IDAHO
County of Washington } ss.

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of Amended Decree in the above entitled action of Leroy V. Greenslit -vs- Stella Greenslit is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 14th day of February, 1949

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON

EVA L. LONG,
Plaintiff,
-vs-
HARRY EDWARD LONG,
Defendant.

D E C R E E

This cause came on regularly for trial in open court before the undersigned, one of the judges of the above entitled court on the 7 day of June, 1949, upon plaintiff's complaint, plaintiff appearing in person and by E. B. Smith, Boise, Idaho, her attorney of record, the defendant appearing not, and it appearing to the court that the defendant has been duly, regularly and personally served with summons and a copy of the complaint in this suit; that the time provided by law within which defendant might appear and plead to plaintiff's complaint having expired, and he having failed, neglected and refused to plead to plaintiff's complaint or in any manner to appear herein; it appearing on affidavit for default filed herein that defendant is not in the military service of the United States of America, in any capacity whatever, and is not a person in military service, as defined in Section 101 (1) of the Act of Congress approved October 17, 1940, and amendments thereto, cited as the Soldiers' and Sailors' Civil Relief Act of 1940, and amendments, or in any other Act of Congress, or of the State Legislature, duly adopted and approved, and that an order allowing default of defendant has been duly entered herein together

with default of defendent on account of his failure to so appear or plead herein, the allegations of plaintiff's complaint and each of them being confessed by defendant by his failure to make answer or plead thereto; witnesses on behalf of plaintiff having been called, sworn and having testified, and oral and documentary evidence having been introduced in support of the allegations of plaintiff's complaint, and no evidence having been introduced by or on behalf of defendant; plaintiff having rested, the evidence having been considered by the court, and the court being fully advised in the premises and having found each and all of the allegations of plaintiff's complaint to be true:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree:

That the bonds of matrimony heretofore and now existing between plaintiff and defendant be and the same hereby are dissolved, and said parties are and each of them is freed from the obligations thereof;

That the custody of the minor children, issue of the marriage of plaintiff and defendant, Michael James Long, born July 24, 1943, and Timothy Evan Long, born January 24, 1945, be and the same hereby is awarded unto plaintiff;

That defendant pay the sum of $50.00 per month to plaintiff as support money for said children until the older child, Michael James Long, shall have attained the age of 18 years; and that defendant thereafter pay to plaintiff for the use and benefit of the younger child, Timothy Evan Long, the sum of $25.00 a month until he shall have attained the age of 18 years; said payments to commence upon the event of restoration to defendant of his personal liberties and/or other civil rights; that defen-

dant be and he hereby is granted the right to visit said children or either of them at reasonable times so long as he shall pay and contribute to plaintiff the aforesaid support money for said children;

That defendant pay to plaintiff $75.00 per month alimony to commence upon the event of restoration of defendant's personal liberties and/or other civil rights to him, and that he, defendant, be and he hereby is granted the right to visit said children at reasonable times so long as he shall pay and contribute to plaintiff the aforesaid alimony;

That the court retain jurisdiction in this suit to the end that the rights of plaintiff and said children and each of them be fully protected, in the event plaintiff shall make further application to the court on her own behalf or on behalf of said minor children or either of them for the protection of their rights or any of them, and to the further end that upon any application by plaintiff or any one on behalf of said minor children or either of them, to modify this or any decree herein to provide for further alimony or support money on any such application.

DATED: This _____ day of _____, 1949.

_____
DISTRICT JUDGE

STATE OF IDAHO)
(ss:
County of Washington) CERTIFICATE

I, NAOMI BLACK, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the foregoing is a true and correct copy of the original decree filed in the above entitled action and remaining now on file in my office at Weiser, Washington County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of February, 1949.

N A O M I , B L A C K,
Naomi Black Clerk

By_____
Deputy Clerk

(SEAL)

7

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR WASHINGTON COUNTY

CATHERINE HAVERS	)	
Plaintiff,	)	
vs.	)	D E C R E E
	)	
ROBERT HAVERS	)	
Defendant,	)	

THIS MATTER HAVING COME ON REGULARLY TO BE HEARD ON THIS 7th day of February, 1949, the default of the defendant having been duly entered for failure to appear or plead within the time allowed by law; the Court having heard the testimony on behalf of the plaintiff and being fully advised and finding the material allegations of plaintiff's complaint to be true,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, and this does ORDER, ADJUDGE AND DECREE, that the plaintiff be and hereby is divorced from the defendant and the marriage heretofore existing between the plaintiff and defendant is hereby dissolved.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the plaintiff's former name of CATHERINE CARR be and hereby is restored to the plaintiff.

A. O. Sutton
District Judge

Dated this 7th day of February, 1949.

STATE OF IDAHO
County of Washington } ss.

5845

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of Decree in the above entitled action of Catherine Havers -vs- Robert Havers is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 14th day of February, 19 49.

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON

MARGARET K. CHENEY, Plaintiff, -vs- FORD A. CHENEY, Defendant.	FINAL DECREE

This cause came on regularly for hearing before the above entitled Court, sitting without a jury, on this 19 day of February, 1949, the plaintiff appearing in person and by her attorney and the defendant not appearing, either in person or by attorney, and from the records and files in said action it appearing to the court that defendant was duly and regularly served with summons in Canyon County, Idaho, as provided by law, and it further appearing from the affidavit of plaintiff on file herein that the defendant is not engaged in Military Service of the United States as provided by that Act of Congress known and designated as the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the time for answering or otherwise pleading to plaintiff's complaint having expired, and the said defendant having failed to answer or in anywise plead to said complaint, and the default of the defendant having been duly entered herein by order of the Court, and witnesses having been sworn and having testified on behalf of plaintiff, and the case having been submitted to the Court for decision and the Court having decided that plaintiff was entitled to the relief prayed for in her complaint.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, and this does order, adjudge and decree that the plaintiff be and she is hereby granted a decree of absolute divorce from defendant upon the grounds of Extreme Cruelty, that Ellis K. Cheney and Marilyn Cheney, the minor children of the parties hereto, are hereby awarded to the custody of plaintiff, that the defendant pay to plaintiff for the partial support, maintenance, and education of minor children during their minority the sum of $60.00 each month for each of said minor children, and further that defendant pay to plaintiff for her partial support and maintenance the further sum of $50.00 per month, and that all of such monthly payments shall begin with the month of February, 1949.

Dated this 19 day of February, 1949.

A. O. Sutton
District Judge.

STATE OF IDAHO
County of Washington } ss.

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of Margaret K. Cheney -vs- Ford A. Cheney is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 14th day of March, 1949

Naomi Black
Clerk of the District Court

Y

5847

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO. 21527

FILED

A. M. P. M.

MAR 4 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

EDWINA MAE OWNBEY,

Plaintiff,

vs.

CLIFFORD DANIEL OWNBEY,

Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED ACTION came on regularly for hearing before the Court, without a jury, at Boise, Idaho, ~~January~~ March 4, 1949, the plaintiff appearing in person and with her attorney Ariel L. Crowley, the defendant neither appearing in person nor otherwise at all.

It appearing to the satisfaction of the court that the defendant Clifford Daniel Ownbey has been regularly served with summons and complaint, for the time and in the manner provided by law; that he has made no appearance in this case whatever; that the time for answering has expired; that no cause of military service exists precluding entry of default herein; that order so establishing hasheretofore been entered herein, and that the default of the defendant has been duly entered,

NOW, on motion of the plaintiff, the court proceeds to reception of testimony on her behalf, and being fully advised, express findings of fact and conclusions of law being waived, the court finds generally for the plaintiff and against the defendant, finds the plaintiff entitled to divorce, and to confirmation of the property settlement agreement, and orders judgment accordingly.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. That the plaintiff Edwina Mae Ownbey and the defendant Clifford Daniel Ownbey be, and they are absolutely divorced hereby.

2. That the plaintiff Edwina Mae Ownbey have, and she is awarded the permanent care, custody, keeping and control of the minor child Clifford Thomas Ownbey, subject, however, to the right of the defendant Clifford Daniel Ownbey to visit the said child at reasonable times in the custody of the plaintiff, and to take the said child with him for not more than six months of each year prior

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

to the time that the said child enters school, and for the summer vacation period only while the said child is of school age. It is further ordered that the said child be delivered over into the custody of the plaintiff forthwith and that she have the custody of said child for the first six months period after entry of this decree.

3. That the plaintiff have, and she is awarded the sum of $25.00 per month, which said sum the defendant is ordered and required to pay for the support of the said minor child during his minority, for each and every month the said child is in the custody of the plaintiff, commencing with January, 1949.

4. That the plaintiff have, and there is set over to her to be her sole and separate property, free of all claims of the defendant, the whole of the household goods, utensils, dishes, linens and personal property of the parties, excepting the apparel and intimate personal belongings of the defendant.

Rendered, dated and entered ~~January~~ March 4, 1949.

Charles E. Winstead

District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do ~~hereby~~ certify that the foregoing is a true and correct copy of the original

Decree Dunbar vs Dunbar
Case # 21524

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of March, 1949.

By R Clyde Eaglison, Deputy.

Otto F. Peterson
Clerk.

EL L. CROWLEY
TTORNEY AT LAW
BOISE, IDAHO

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO 21641

FILED

A. M. P. M.

MAR 4 1949

OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

CLYDE YATES,

Plaintiff,

vs.

FARRIE MAE YATES,

Defendant.

DECREE OF DIVORCE

This cause coming on to be heard this 4th day of March, 1949, upon the complaint herein taken as confessed by the defendant (whose default for not pleading had been duly entered), Walter M. Oros, Esq., appearing as attorney for plaintiff, and the Court having heard the proofs taken herein, from which it appears that all the allegations of plaintiff's complaint are sustained by testimony free from all legal exceptions, as to its competency, admissibility and sufficiency, and it further appearing to the Court that defendant was duly served with summons; and all and singular the law and the premises being by the Court here understood and fully considered:

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, And this does order, adjudge and decree that the marriage between the plaintiff, Clyde Yates, and the defendant, Farrie Mae Yates, be, and the same is hereby dissolved and said parties, and each of them, are freed and absolutely released from the bonds of matrimony, and that plaintiff be awarded the care, custody, control and education of the minor children, to-wit: Bonita Yates, Barbara Yates, Shirley Yates, Wallace Yates and Sandra Yates.

Dated this 4th day of March, 1949.

CHARLES E. WINSTEAD
District Judge

Presented by:
Walter M. Oros

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Yates vs Yates Case # 21641

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of March, 1949.

By B Clyde Eaglesom, Deputy.

Otto F. Peterson
Clerk.

COPY

5849

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF BENEWAH

OTTO HATCHER, Plaintiff, vs. DOROTHY HATCHER, Defendant.	)	No. _____ DECREE

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor; defendant appearing through Carl M. Buell, her attorney, by demurrer, and the demurrer having been submitted and overruled and the defendant declining to further plead and waiving notice of time and place of hearing on the complaint, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff, during the pendency of this action, has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service, as shown by the records herein.

3. The marriage contract between plaintiff and defendant is

hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of grievous mental suffering.

4. The property settlement duly executed by both parties and placed of record herein is hereby adopted, approved and confirmed; and, in keeping therewith,

IT IS FURTHER FOUND, CONCLUDED AND DECREED that:

The care, custody and control of Carol, only minor child of the parties, be, and the same hereby is, awarded to the plaintiff, the defendant to have reasonable rights of visitation with said child.

All right, title, interest and equity of the parties in and to the following described property:

1. The Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}NE\frac{1}{4}$); the Northeast Quarter of the Southeast Quarter ($NE\frac{1}{4}SE\frac{1}{4}$); and the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$) of Section Thirty-two (32), Township Forty-six (46) North, Range Four (4) W. B. M., and the Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$) of Section Thirty-three (33), Township Forty-six (46) North, Range Four (4) W. B. M., all in Benewah County, Idaho, together with all improvements thereon and incidents thereto, and all household furniture, furnishings and fixtures situate in and thereupon;

2. Thirteen (13) head of cattle;

3. Nine (9) hogs;

4. One (1) 30 h.p. caterpillar;

5. Miscellaneous farm equipment;

be, and the same hereby is, awarded to and vested in the plaintiff as his sole and separate property, free from any right of, or claim thereto by, the defendant.

Defendant be, and she hereby is, awarded the sum of One Thousand ($1000.00) Dollars in cash as her sole and separate property, and

plaintiff is hereby ordered to pay said sum in cash to the defendant free from any right or claim thereto by the plaintiff.

ENTERED at Coeur d'Alene, Kootenai County, Idaho this 14th day of March, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

R.H. Whiteside
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF BENEWAH)

Indexed 70804 Compared By

I, R. H. Whiteside, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Benewah, do hereby certify the foregoing to be a full, true and correct copy of the original decree of divorce in the case of Otto Hatcher, plaintiff, vs. Dorothy Hatcher, defendant, now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 14th day of March, 1949.

R. H. Whiteside
Clerk, District Court

By_____
Deputy

E-264

#5850

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR ADA COUNTY

Robbie S. Deal,

Plaintiff,

vs.

Walter K. Deal,

Defendant

DECREE OF DIVORCE

COPY

No. 21961

Filed

A. M. P. M.

MAR 4 1949

OTTO F. PETERSON, Clerk

By E. CLYDE EAGLESON DEPUTY

This cause coming on regularly to be heard this 4th day of March, 1949, upon the complaint herein taken as confessed by the defendant (whose default for not answering had been duly entered), and the court having heard all the evidence and proofs produced herein, from which it appears that all the allegations of plaintiff's complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility, and sufficiency, and it further appearing to the court that defendant was duly served with summons; and all and singular the law and the premises being by the court here understood and fully considered;

Now, therefore, it is ordered, adjudged, and decreed, and this does order, adjudge, and decree:

(1) That the marriage between plaintiff and defendant be and the same is hereby dissolved, and said parties, and each of them, are freed and absolutely released from the bonds of matrimony and all the obligations thereof.

(2) That the custody of the children of the marriage, Walter K. Deal, Jr. and Dorothy E. Deal, b e and is hereby awarded to plaintiff.

(3) That the separation and property settlement agreement of the parties hereto dated January 20, 1949, and introduced in evidence as plaintiff's Exhibit "A", be and the same is hereby made a part of this decree.

Dated March 4 , 1949.

CHAS. F. KOELSCH

District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree, Deal vs Deal Case # 21961

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of March, 1949.

By P. Clyde Eagleson, Deputy.

OTTO F. PETERSON
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

*
*
*

LAVON WOODS SMITH,
Plaintiff,
-vs-
HOWARD C. SMITH,
Defendant.

DECREE

COPY
No. 21829
MAR 5 1949
OTTO F. PETERSON, Clerk
By S. CLYDE EAGLESON DEPUTY

*
*
*

The above entitled cause came on for hearing before the court in the County Court House at Boise, in the County of Ada, State of Idaho, on the 5th day of March, 1949, the plaintiff appearing in person and by Edith I. Miller, the attorney of record for the plaintiff, and the defendant not appearing either in person or by attorney;

Upon said hearing it appearing to the satisfaction of the court from the records, files and proceedings in the above entitled action that the defendant herein, Howard C. Smith, was duly and regularly served with process in the manner required by law, and the defendant having failed otherwise to appear and having failed to answer, demur or otherwise plead to the complaint of the plaintiff herein, and the time for so answering, demurring or otherwise pleading to said complaint having expired; and it satisfactorily appearing to the court from the affidavit filed by the said plaintiff that the said defendant is not in the military service of the United States of America in any capacity whatsoever, and the default of said defendant, Howard C. Smith, for his failure to otherwise appear and to answer,

demur or otherwise plead to said complaint having been duly entered according to law, the court heard the testimony introduced in behalf of Lavon Woods Smith, and in support of her complaint, and the cause was thereupon submitted to the court for its decision, and the court having duly considered the law and the evidence and being fully advised in the premises and it appearing therefrom, the court finds on the issues in the cause in the favor of the plaintiff and against the defendant, and that by reason thereof the said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the plaintiff and defendant dissolved, and to be divorced from the defendant;

The court further finds that the plaintiff is now, and for a period of more than twenty-five years next immediately preceding the commencement of this action has been an actual and bona fide resident of the State of Idaho;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage between the plaintiff, Lavon Woods Smith, and the defendant, Howard C. Smith, be, and the same hereby is, dissolved, and the said plaintiff be, and she hereby is, divorced from the defendant, and each the said plaintiff and the said defendant is hereby restored to the status of a single person;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay to the plaintiff for her support and maintenance and as permanent alimony the sum of $50.00 per month;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff do have and recover from the defendant the sum of $150.00 for attorney's fees;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the name by which the plaintiff was known prior to said marriage,

LaVon Woods, be, and it is hereby, restored to the plaintiff.

DONE in open court this 5th day of March, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,)
(ss.
COUNTY OF ADA,)

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a full, true and correct copy of DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 5th day of March, 1949.

OTTO F. PETERSON
Clerk of the District Court

By R. Ryder Engleson
Deputy

5852

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

GUILLETTA M. CROWDER,

Plaintiff,

-vs-

EARL R. O'FARRELL, JR., and CONNIE LEE CHANDLER O'FARRELL, Husband and Wife,

Defendants.

DECREE OF ANNULMENT

COPY

No. 21962

FILED

A. M. P. M.

MAR 5 1949

OTTO F. PETERSON, Clerk

By S. CLYDE EAGLESON DEPUTY

The above entitled cause came on for hearing before the court in the County Court House at Boise, in the County of Ada, State of Idaho, on the 5th ~~4th~~ day of March, 1949, the plaintiff appearing in person and by Edith I. Miller, the attorney of record for the plaintiff, and the defendants not appearing either in person or by attorney;

Upon said hearing it appearing to the satisfaction of the court from the records, files and proceedings in the above entitled action that the defendants herein, Earl R. O'Farrell, Jr., and Connie Lee Chandler O'Farrell, were duly and regularly served with process in the manner required by law, and the defendants, and each of them, having failed otherwise to appear and having failed to answer, demur or otherwise plead to the complaint of the plaintiff herein, and the time for so answering, demurring or otherwise pleading to said complaint having expired; and it satisfactorily appearing to the court from the affidavit filed by the said plaintiff that neither of the said defendants is in the military service of the United States of America

in any capacity whatsoever, and the defaults of said defendants, Earl R. O'Farrell, Jr., and Connie Lee Chandler O'Farrell, for their failure to otherwise appear and to answer, demur or otherwise plead to said complaint having been duly entered according to law, the court heard the testimony introduced in behalf of Guilletta M. Crowder, and in support of her complaint, and the cause was thereupon submitted to the court for its decision, and the court having duly considered the law and the evidence and being fully advised in the premises and it appearing therefrom, the court finds on the issues in the cause in the favor of the plaintiff and against the defendants, and that by reason thereof the said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the defendant, Earl R. O'Farrell, Jr., and the defendant, Connie Lee Chandler O'Farrell, declared to be wholly null and void;

The court further finds that the plaintiff is now, and for a period of more than two years next immediately preceding the commencement of this action has been an actual and bona fide resident of the State of Idaho, and that the defendant, Connie Lee Chandler O'Farrell, is now, and for a period of more than two years next immediately preceding the commencement of this action has been an actual and bona fide resident of the state of Idaho;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage between the defendant, Earl R. O'Farrell, Jr., and the defendant, Connie Lee Chandler O'Farrell, be, and said marriage is hereby declared to be null and void, and the said defendants are and each of them

is freed from the obligations thereof.

DATED this 5th day of March, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,)
(ss.
COUNTY OF ADA,)

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a full, true and correct copy of DECREE OF ANNULMENT now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 5th day of March, 1949.

OTTO F. PETERSON
Clerk of the District Court

By [signature]
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

NO. 21921
FILED
A. M. P. M.
MAR 7 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

GLADYS A. KELLEY,
Plaintiff,
vs.
JAMES PATRICK KELLEY,
Defendant.

DECREE OF DIVORCE

This cause coming on to be heard this 7th day of March, 1949, upon the complaint duly verified by plaintiff, the defendant having answered and consented that the matter be heard, without further notice, Walter M. Oros, Esq., appearing as attorney for plaintiff, and the Court having heard the proofs taken herein, from which it appears that all the allegations of plaintiff's complaint are sustained by testimony free from all legal exceptions, as to its competency, admissibility and sufficiency, and it further appearing to the Court that defendant was duly served with summons; and all and singular the law and the premises being by the Court here understood and fully considered:

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree that the marriage between the plaintiff, Gladys A. Kelley, and the defendant, James Patrick Kelley, be, and the same is hereby dissolved and said parties, and each of them, are freed and absolutely released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree that plaintiff be awarded the community property consisting of circulating heater, kitchen table and two chairs and miscellaneous items.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree that the defendant has no right,

title nor interest in the following described real property:

Lot 12 of Nietert Subdivision, in Sec. 4, Township 3 North, Range 2 East, B.B.M., together with ditch and water rights and appurtenances.

Dated this 7th day of March, 1949.

CHARLES E. WINSTEAD
District Judge

Presented by:
Walter M. Oros

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce: Gladys A Kelley vs James Patrick Kelley No. 21921

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of March, 1949.

By Dona Heil, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE 5854
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

MILO J. COOK,
Plaintiff,
vs.
GOLDIE R. COOK,
Defendant.

JUDGMENT AND DECREE

O 21933

MAR 7 1949
OTTO F. PETERSON, Clerk
By E. CLYDE EAGLESON DEPUTY

This cause came regularly on for trial on the 7th day of March, 1949, upon the verified complaint of the plaintiff and the verified answer of the defendant, E. P. Barnes appearing as attorney for the plaintiff and the defendant not appearing in person nor by counsel, whereupon, plaintiff and his corroborating witnesses were called, sworn and examined and oral and documentary evidence introduced in his behalf and the cause was submitted to the Court for its consideration and decision and the Court, having fully considered the same and being duly advised in all of the law and the premises, hereby finds and decides that all of the allegations of the complaint of plaintiff are true and that the plaintiff is entitled to a decree of divorce as prayed for therein; and that that certain property settlement agreement, made and entered into upon the 23rd day of February, 1949, by and between the plaintiff and the defendant shall in all respects be ratified, confirmed and approved;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. That the bonds of matrimony existing between said plaintiff Milo J. Cook and the said defendant Goldie R. Cook be

and the same are hereby dissolved and the plaintiff is hereby decreed an absolute divorce from the said defendant.

2. That that certain property settlement agreement made and entered into on the 23rd day of February, 1949, by and between the plaintiff and the defendant be and the same is hereby in all respects ratified, confirmed and approved.

Done in open court the 7th day of March, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment + Decree Cook vs Cook Case # 21933

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of March, 1949.

By B Clyde Eagleson, Deputy.

OTTO F. PETERSON
Clerk.

5855

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO. 21955

FILED

A. M. P. M.

MAR 8 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

IONA FAYE LUKEHART,

Plaintiff,

vs.

EDWARD E. LUKEHART,

Defendant.

DECREE OF DIVORCE

This cause coming on to be heard this 8th day of March, 1949, upon the complaint herein taken as confessed by the defendant (whose default for not pleading had been duly entered), Walter M. Oros, Esq., appearing as attorney for plaintiff, and the Court having heard the proofs taken herein, from which it appears that all the allegations of plaintiff's complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and it further appearing to the Court that defendant was duly served with summons; and all and singular the law and the premises being by the Court here understood and fully considered:

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, And this does order, adjudge and decree as follows:

1. That the marriage between the plaintiff, Iona Faye Lukehart, and the defendant, Edward E. Lukehart, be, and the same is hereby dissolved and said parties, and each of them, are freed and absolutely released from the bonds of matrimony.

2. That the plaintiff is awarded the care, custody, control and education of the minor children, namely, Judy Kay Lukehart and Sue Ann Lukehart.

Dated this 8th day of March, 1949.

CHARLES E. WINSTEAD

District Judge

Presented by:
Walter M. Oros.

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce: Ioma Faye Lukehart
vs. No. 2195-5
Edward E. Lukehart

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of March, 1949.

By Ioma Hill, Deputy.

Otto F. Peterson
Clerk.

5856

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

JUNE EVANS,

Plaintiff,

vs.

ETHLEEN A. EVANS,

Defendant.

COPY

NO 21810

FILED

A. M. P. M.

MAR 11 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

D E C R E E

The above-entitled cause came on regularly to be heard and tried before the Court sitting without a jury on the 11th day of March, 1949, the plaintiff appearing by Pete Leguineche, and the defendant appearing in person and by David Doane of the firm of Doane & Furey, her attorneys; and the said cause was thereupon tried upon the complaint of plaintiff and the answer and cross-complaint of the defendant; and, the Court having heard the testimoney and being fully advised in the premises, and findings of fact and conclusions of law having been expressly waived by stipulation of the parties filed in the above-entitled cause;

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby dissolved, and the defendant, Ethleen A. Evans, divorced from the plaintiff, June Evans, and each of the parties restored to the status of a single person;

That the minor child of the plaintiff and defendant, John Evans, shall be in the joint custody of the plaintiff and defendant and may reside with either the plaintiff or defendant,

as he may choose; that the plaintiff pay to the defendant, for the support and maintenance of said minor child during all of such time that such child shall be in the care of the defendant, the sum of $20.00 per month, until such child shall attain the age of majority;

That the plaintiff pay to the defendant, as alimony for the support and maintenance of the defendant, the sum of $40.00 per month;

That the 1942 Studebaker Commander sedan, acquired as community property of the plaintiff and defendant, be, and the same is hereby awarded to the plaintiff; that the household furniture and effects, acquired as community property of the plaintiff and defendant, be, and the same is hereby awarded to the defendant;

That the plaintiff pay to the Tennyson Transfer & Storage Company, Boise, Idaho, the storage bill now accrued against the furniture and household effects of the plaintiff and defendant now located in such storage company, in the name of Mrs. E.A. Evans, amounting to $47.43; that the plaintiff pay to the Mountain States Telephone and Telegraph Company the telephone bill in the amount of $22.26, which has accrued against the telephone now in use by the defendant; that the plaintiff also pay to a reliable insurance company, an insurance premium for insurance coverage of the household furniture and effects in storage at the Tennyson Transfer & Storage Company in the name of Mrs. E.A. Evans, for protection against fire and theft, for the period of one year.

Done in open court this 11th day of March, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE: June Evans

vs. No. 21810

Ethleen A. Evans

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 11th day of March, 1949.

By Irma Hill, Deputy. Otto F. Peterson Clerk.

5857

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT, OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

ALVIN DURELL,
Plaintiff,

- vs -

NETTIE DURELL,
Defendant.

DECREE.

COPY

Filed 2:30 P. M. MAR 11 1949

OTTO F. PETERSON, Clerk
By E. CLYDE EAGLESON DEPUTY

THIS CAUSE, Came on regularly to be heard, this 11th day of March, 1949, upon the complaint herein the proof and testimony in said action.

And the Court Finds: That the Summons in this action was duly published for the time and in the manner provided by law, and that more than twenty days have elapsed since the last publication thereof; proof having been submited that the defendant, Nettie Durell, is not now engaged in any branch of the military service of the United States, the default of said defendant has been duly entered herein.

The Court further Finds; That the allegations of the complaint are true and that the plaintiff is entitled to a decree of divorce upon the grounds of Desertion, Thereofore:

IT IS ORDERED, ADJUDGED AND DECREED, By this Court:

That the bonds of matrimony existing between the plaintiff and defendant are dissolved, and that they are hereby absolutly divorced from each other.

Dated this 11th day of March, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deeree, Durell vs Durell

Cause 21930

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 11th day of March, 1949.

OTTO F. PETERSON

By B Rye Eaglin, Deputy. Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * *

SALOMA G. FOSTER,
Plaintiff,
-vs-
JOHN D. FOSTER,
Defendant.

COPY
NO 21938
FILED
_____ A. M. _____ P. M.
MAR 11 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

D E C R E E

* * * * * * *

This cause coming on to be heard before the Court on the 11th day of March, 1949, Martin & Martin appearing as counsel for plaintiff and the defendant failing to appear either in person or by counsel, and it appearing to the satisfaction of the Court that the defendant had been duly and legally served with copy of summons and copy of complaint and that his time for appearing, pleading to and answering plaintiff's complaint having expired and default of defendant having been duly made and entered for failure to plead to and answer plaintiff's complaint, and a proper showing having been made that the defendant was not in the military service of the United States of America, the plaintiff having introduced evidence in support of her complaint and the matter being submitted to the Court for consideration and decision and the Court having been fully advised in the premises and findings of fact and conclusions of law being waived:

NOW, THEREFORE, upon motion of Martin & Martin, attorneys for plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the plaintiff herein,

Saloma G. Foster, be and she is hereby given and granted a decree of divorce and the bonds of matrimony now existing between plaintiff and defendant be and the same are hereby dissolved and that they and each of them are hereby freed from all obligations and duties of the marital relationship existing one to the other.

Done and dated in open Court this 11th day of March, 1949.

Charles E. Winstead
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE: Saloma G. Foster

vs. No. 21938

John D. Foster

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 11th day of March, 1949.

By Inna Hill, Deputy.

Otto F. Peterson
Clerk.

COPY
FILED
No. 2910
A. M. P. M.
MAR 11 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR ADA COUNTY

* * * * * *

EMMA VARADI,
Plaintiff
vs.
MARTIN VARADI,
Defendant.

DECREE OF DIVORCE

* * * * * *

In this action the defendant, Martin Varadi, having been regularly served with process and having failed to appear in answer to plaintiff's complaint herein, and the legal time for answering having expired, and the default of said defendant in the premises having been duly entered according to law; it having appeared by affidavit filed herein that defendant is not in Military Service.

The plaintiff appearing in person and by her counsel, Harry S. Kessler, and having submitted proofs in support of the allegations of her complaint, and it appearing therefrom that the facts as alleged in said complaint are true, and that plaintiff is and has been a resident of Ada County, State of Idaho for more than six full weeks prior to the commencement of this action; and that since and during the marriage of plaintiff and defendant, particularly for a period of one year last past, the defendant has failed and neglected to provide plaintiff with the common necessities of life, he having the ability so to do and as a result of such failure, plaintiff has been compelled to work outside of the home and earn wages for the support of plaintiff and defendant and defendant has inflicted upon plaintiff grevious bodily injury and grievious mental suffering in particulars as set forth in said complaint, and that the matters ao alleged and proved in behalf of plaintiff are sufficient in law to entitle the plaintiff to a decree of divorce;

Now on motion of Harry S. Kessler, counsel for plaintiff, it is ordered, adjudged, and decreed that the Court, by a virtue of a power and authority therein vested and in performance of a statute in such case made and provided, does order, adjudge, and decree that the marriage between the plaintiff, Emma Varadi, and the defendant, Martin Varadi, be dissolved; and that the same is dissolved accordingly,

HARRY S. KESSLER
ATTORNEY AT LAW
BOISE, IDAHO

and that said parties are and each of them is free and absolutely released from the bonds of matrimony and all the obligation thereof;

Dated March 11, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deerce, Varadi vs Varadi
Case # 21970

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 11th day of March, 1949.

By B. Clyde Eagleson, Deputy.

OTTO F. PETERSON Clerk.

HARRY S. KESSLER
ATTORNEY AT LAW
BOISE, IDAHO

5860

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

FILED MAR 11 1949 A.M.

OTTO F. PETERSON, Clerk
By E. CLYDE EAGLESON DEPUTY

ESTELLE BENITZ,

Plaintiff,

-vs-

WILLIAM E. BENITZ,

Defendant.

DECREE OF DIVORCE

#2I97I

The above-entitled cause came on for hearing before the Court in open court at Boise, County of Ada, State of Idaho, on the IIth day of March, I949. The plaintiff appeared in person, and through her attorney, Benj. F. Harrison, and the defendant did not appear, either in person or by attorney.

It appeared to the Court that the defendant had been served with process by personal service of a copy of the summons and complaint within the state as required by law and had failed to appear and answer the plaintiff's complaint filed in said cause, or otherwise plead thereto, and that no further time had been granted the defendant in which to appear and answer or plead to said cause; and it further appearing from plaintiff's affidavit and satisfactory evidence adduced that the defendant is not, and for more than sixty days prior to the commencement of this action has not been, in any branch of military service of the United States of America, or its allied nations, as contemplated by the Soldiers' and Sailors' Civil Relief Act of I940, as amended, and the Court had ordered the Clerk to enter the default of said defendant according to law.

The plaintiff introduced evidence in behalf of her complaint, which was corroborated by the testimony of one witness as to her residence, and the cause was submitted to the Court for

decision, and after considering the evidence and being fully advised, the Court finds the issues in favor of the plaintiff and against the defendant, and that defendant is guilty of extreme cruelty as alleged in plaintiff's complaint, and plaintiff is entitled to have the bonds of matrimony existing between the plaintiff and defendant dissolved, her former name of Estelle Droubay restored, and to be divorced from the defendant.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

(Ist) That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff divorced from the defendant; and

(2nd) That the plaintiff's former name, Estelle Droubay, be, and the same is hereby, restored.

Done in Open Court at Boise, Idaho, this IIth day of March, I949.

Chas. F. Koelsch
JUDGE OF THE DISTRICT COURT,
THIRD JUDICIAL DISTRICT,
STATE OF IDAHO.

STATE OF IDAHO)
(ss
COUNTY OF ADA)

I, Otto F. Peterson, County Clerk of the County of Ada, in the State of Idaho, and ex-officio Clerk of the District Court of said County and State aforesaid, hereby certify that I have compared the foregoing copy of the divorce decree in the matter of Estelle Benitz vs. William E. Benitz, with the original on file in said action, filed in my office on the IIth day of March, I949, and that the same is a full, true, and correct copy of the said original, with the indorsements thereon, and of the whole thereof, now on file in this office.

WITNESS My hand and the seal of the said District Court this IIth day of March, I949.

OTTO F. PETERSON
CLERK

BY R. Clyde Eagleson
DEPUTY

(SEAL)

2-bfh

5861

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

DOROTHY M. OSWALD,
Plaintiff,
vs
WILLIAM G. OSWALD,
Defendant.

DECREE OF DIVORCE

COPY

FILED
A. M. 2:15 P. M.
MAR 11 1949
OTTO F. PETERSON, Clerk
By S. CLYDE EAGLESON DEPUTY

This cause coming on to be heard this 11th day of March, 1949, upon the complaint herein taken as confessed by the defendant (whose default for not pleading had been duly entered), Walter M. Oros, Esq., appearing as attorney for plaintiff, and the Court having heard the proofs taken herein, from which it appears that all the allegations of plaintiff's complaint are sustained by testimony free from all legal exceptions, as to its competency, admissibility and sufficiency, and it further appearing to the Court that defendant was duly served with summons; and all and singular the law and the premises being by the Court here understood and fully considered:

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, And this does order, adjudge and decree as follows:

1. That the marriage between the plaintiff, Dorothy M. Oswald, and the defendant, William G. Oswald, be, and the same is hereby dissolved and said parties, and each of them, are freed and absolutely released from the bonds of matrimony.

2. That plaintiff is awarded the care, custody, control and education of the minor children, to-wit:

Carol Oswald and Sherry Oswald, and policy of life insurance #3020369 with N. W. Mutual Life Insurance Co., principal sum $1,000.00 on plaintiff's life.

Dated this 11th day of March, 1949.

CHAS. F. KOELSCH
District Judge

Presented By:
Walter M. Oros

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Oswald vs Oswald
Case # 21975

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 11th day of March, 1949.

By R B Pope Eagleson, Deputy.

OTTO F. PETERSON
Clerk.

5862

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

PATRICIA DEKENS,
Plaintiff
vs.
LEO M. DEKENS,
Defendant

COPY
NO 21978
FILED
A. M. P. M.
MAR 11 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

D E C R E E

This cause having come on for hearing this 11th day of March, 1949, at 10:00 o'clock A.M., and it appearing to the Court that due and proper service of process, as required by law, was had upon Leo M. Dekens, Defendant, on the 14th day of February, 1949, and the Defendant failed to enter his appearance, specially or otherwise, and the said default having been properly noted, and the Plaintiff appearing in person and by her attorneys, Fredricks & Jeppesen, and the cause having been tried upon the complaint, and testimony of the Plaintiff corroborated as required by law, and the matter having been submitted for judgment, and the Court having considered all the evidence from which it appears that the material allegations of the complaint are found to be true, and all and singular the law and the premises being by the Court considered and understood; and

As conclusions of law from the foregoing, the Court finds that the Plaintiff, Patricia Dekens, is entitled to a decree dissolving the bonds of matrimony between said Plaintiff and Leo M. Dekens, the Defendant, upon the grounds of extreme cruelty; that no children were born of this marriage; that the parties hereto accumulated no community property during the continuance of this marriage, and that the Plaintiff is entitled to have her former name, Patricia Stephens, restored;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the Plaintiff, Patricia Dekens, and the Defendant, Leo M. Dekens, be and they hereby are dissolved and forever held for naught, and that the former name of the Plaintiff, Patricia Stephens, be and it hereby is restored; and

IT IS FURTHER ORDERED that that certain Temporary Restraining Order dated February 14, 1949, be and it hereby is vacated and dissolved.

Dated this 11th day of March, 1949.

CHARLES E. WINSTEAD

District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE: Patricia Dekens

vs. No. 21978

Leo M. Dekens

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 11th day of March, 1949.

By Iona Hill, Deputy.

Otto F. Peterson
Clerk.

5863

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

NO. 21963 Copy FILED A.M. Mar 11, 1949 P.M. MAR 21 1949 OTTO T. PETERSON, CLERK BY ANNA HILL DEPUTY

LEONA MILLER,

Plaintiff,

-vs-

ROBERT T. MILLER,

Defendant.

DECREE OF DIVORCE

#21963

The above-entitled cause came on for hearing before the Court in Open Court at Boise, County of Ada, State of Idaho, on the IIth day of March, I949. The plaintiff appeared in person, and through her attorney, Benj. F. Harrison, and the defendant did not appear, either in person, or by attorney.

It appeared to the Court that the defendant had been served with process by personal service of a copy of the summons and complaint within the state as required by law and had failed to appear and answer the plaintiff's complaint filed in said cause, or otherwise plead thereto, and that no further time had been granted the defendant in which to appear and answer or plead to said cause; and it further appearing from plaintiff's affidavit and satisfactory evidence adduced that the defendant is not, and for more than sixty days prior to the commencement of this action has not been, in any branch of military service of the United States of America, or its allied nations, as contemplated by the Soldiers' and Sailors' Civil Releif Act of I940, as amended, and the Court had ordered the Clerk to enter the default of said defendant according to law.

After having moved to strike her second cause of action, the plaintiff introduced evidence in behalf of her complaint, which was corroborated by the testimony of one witness as to her residence, and the cause was submitted to the Court for decision,

and after considering the evidence and being fully advised, the Court finds the issues in favor of the plaintiff and against the defendant, and that defendant is guilty of extreme cruelty as alleged in plaintiff's complaint, and plaintiff is entitled to have the bonds of matrimony existing between the plaintiff and defendant dissolved, and to be divorced from the defendant.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED AS follows:

(Ist) That the bonds of matrimony heretofore and now existing between the plaintiff and defendand be, and the same are hereby, dissolved, and the plaintiff divorced from the the defendant; and

(2nd) That the plaintiff have the care, custody and control of the minor child of the parties hereto, Carlotta Lee Miller, subject only to the right of the defendant to visit with the said minor at reasonable times; and

(3rd) That the defendant shall pay to the defendant shall pay to the plaintiff the sum of $25.00 per month, commencing on the I5th day of March, I949, for the support and maintenance of the said minor child until she reaches her majority, dies, or is married; and

(4th) That the following property settlement agreement previously entered into by the parties hereto is hereby approved and confirmed:

"PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made and executed in triplicate this 28th day of February, I949, by and between ROBERT T. MILLER, party of the first part, sometimes hereinafter referred to as the husband and LEONA MILLER, party of the second part, sometimes hereinafter referred to as the wife, both of the city of Boise, county of Ada, state of Idaho, WITNESSETH:

THAT WHEREAS, The parties hereto were married, each to the other, on the 27th day of February, I937, at Nampa, county of Canyon, state of Idaho, and ever since have been, and now are, in all legal respects husband and wife; and

WHEREAS, There was born the issue of said marriage one child, a girl named Carlotta Lee Miller, on the 9th day of December, I940; and

WHEREAS, The parties hereto acquired certain real and personal property during said marriage, which is community property, and is described as follows: Lots Twelve (I2) and Thirteen (I3) of Block Thirty Eight (38)Londoners First Subdivision to Boise City, Idaho; and equitable interest under a contract of sale of a merely nominal value in Lots Eight (8) and Nine (9) Londoners First Subdivision to Boise,City, Idaho; Household goods, furniture and fixtures; and one I936 Model Ford V-8 Automobile; and

WHEREAS, In consequence of disputes and unhappy differences, the parties have separated and are, and for approximately six weeks last past, have been, living apart, and since their said separation have agreed to live separate and apart during their natural lives; and

WHEREAS, It is the mutual wish and desire of said parties that a full and final adjustment of all of thei r property rights, interests, and claims be had, settled, and determined by said parties to this agreement, and including provisions for the custody, control, care and maintenance of the said minor child.

NOW, THEREFORE, It is agreed that in consideration of the mutual promises, agreements, and covenants contained herein, it is covenanted, agreed, and promised by each party hereto, to and with the other party hereto, as follows:

(Ist) That, except as hereinafter specified, each party hereto is hereby released and absolved from any and all obligations and liabilities, debts, or obligations of any kind or character incurred by the other from and after the date hereof and from andy and all claims and demands, including all claims of either party upon the other for support and maintenance as wife or husband, or otherwise, it being understood that this agreement is intended to settle the rights of the parties hereto in all respects, except as hereinafter provided.

(2nd) That any and all property acquired by either party hereto from and after the date hereof shall be the sole and separate property of the one so acquiring same, and each of said parties hereby respectively grants to the other all such future acquisitions of property as the sole and separate property of the one so acquiring the same.

(3rd) That each of the said parties shall have an immediate right to dispose of or bequeath by will his or her respective interests in and to any and all property belonging to him or her from and after the date hereof, and that said right shall extend to all of the aforesaid future acquisition s of property as well as to all property set over to either of the parties hereunto under this agreement.

(4th) The said parties hereto each hereby waive any and all right to the estate of the other left at his or her death and forever quitclaim any and all right to share in the same of the other, by the laws of succession, and said parties hereby release one to the other all right to be administrator or administratrix or executor or executrix of the estate of the other and hereby release and waive all right to inherit under any will of the other, and each of said parties hereby waive any and all right of homestead in the real property of the other,

a nd said parties hereby waive any and all right to the estate, or any interest in the estate of the other for family allowance by way of inheritance.

(5th) The wife does and shall accept the provisions herein made for her in full satisfaction of her right to the community property of the respective parties hereto, or her dower, and in full satisfaction of her right to support and maintenance. The wife hereby covenants and agrees so long as the husband shall duly keep and perform the covenants, agreements, and conditions to be kept and performed by him hereunder, that she will not at any time hereafter contract any debts, charge, or liability whatsoever, for which the husband or his property or his estate shall or may be or become liable or answerable and the wife hereby covenants and agrees that she will keep the husband free and harmless from any and all debts or liabilities which may hereafter be incurred by her.

(6th) Neither of the parties shall molest or annoy the other, or compel, or endeavor to compel, the other to cohabit or to dwell with him, or her, as the case may be, by any legal or other proceedings, for restoration of conjugal rights or otherwise. Neither party hereto shall against the wish and desire of the other call upon or visit the other, provided, however, that this shall not be construed as a limitation upon the right of visitation of the children of the parties hereto as hereinafter provided.

(7th) The community property, or such property interests, of the parties hereto shall be divided and set apart by the parties hereto as follows:

(a) The husband hereby agrees to and with the wife that he shall and will deed to her all his interest in and to that certain pience and parcel of land described as follows: Lots Twelve (I2) and thirteen (I3) of Block Thirty-eight (38) Londoners First Subdivision to Boise City, Idaho, together with all ditch and water rights; and shall and will grant and give to her all the furnishings; fixtures and household goods located and now being at the home of the parties hereto at I42I Longmont St, Boise, Idaho, and on the above-described real property; and

(b) The wife hereby agrees to and with the husband that she shall and will deed to him all her interest in and to that certain pience and parcel of land described as follows: Lots Eight (8) and Nine of Block Thirty-eight (38), Londoners First Subdivision to Boise City, Idaho, together with all ditch and water rights, and subject to all liens, mortgages, or encumberances of any nature whatsoever; and shall and will give and grant to him all her right and interest in and to any other property exeept that specified in subsection (a)of this paragraph.

(8th) It is further understood and agreed by the parties hereto that the wife shall have the care, custody and control of the six minor child until she reaches her majority, dies or becomes married, provided, however, that the husband shall have the right to visit said child at reasonable and seasonable times, but when such visitation is to be at the home of the wife it shall be by previous appointment with the wife, and at her convenience, and that no visitation shall be permitted at any time the husband is in default of the payments of child support hereinafter provided for and made a part of the right of visitation

9 (9th) It shall be lawful for the wife at all times hereafter to live separate and apart from the husband, free from his marital control and authority as if she were sole and unmarried and free from his control, restraint or interference, direct or indirect, by the husband; and it shall be lawful for the husband at all times hereafter to live separate and apart from the wife at such place or places as he may from time to time choose or deem fit.

(IOth) The parties hereto shall on the demand of either party make, execute and deliver any and all such further and other instruments, papers and documents as shall be required for the purpose of giving full effect to this agreement and all the covenants, provisions and terms hereof.

(IIth) It is understood by the parties hereto that a divorce action has been commenced by the wife in the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, and it is hereby covenanted and agreed by and between the parties hereto that neither party will in any manner apply for a modification of the terms of this agreement, except in the event of fraud of the husband relative to his community property, or their community property, existing at the time this agreement is executed, and that no application shall be made by the wife for alimony, or counsel fees provided for herein, other than is specificall set forth in this agreement, and it is further agreed that this agreement and all of its terms and provisions shall survive and continue in force and effect whether or not a decree of divorce or separation shall ever be made in any action between the parties hereto in any jurisdiction; it being understood and agreed between the parties hereto that the provisions of this agreement are in full satisfaction of the obligations of the parties hereto toward each other, and so far as their property rights and interests are concerned.

(I2th) It is further understood and agreed that the husband will and shall pay to the wife the sum of $25.00 on or before the I5th day of March, I949, and the sum of $25.00 on or before the I5th day of each and every month thereafter until their minor child, Carlotta Lee Miller, reaches the age of I8 years, dies or is married, and to be used toward the support and maintenance of the said minor child.

(I3th) The husband hereby agrees to pay the sum of $I50.00, attorney fee, and the sum of $I6.40, Court costs, to defray the expenses of the above mentioned divorce action.

(I4th) Each party to this agreement hereby solemnly and specifically avers that the foregoing agreement, and all settlements herein contained, have been entered into without undue influence or fraud or coercion or misrepresentation, or for any cause except as herein specified, and that each of the parties hereto was represented by his or her respective attorney, and fully advised of his or her respective rights involved in said agreement and settlement.

IN WITNESS WHEREOF, The parties hereto have hereunto set

their hands the day and year first above written.

s/ Robert T. Miller
ROBERT T. MILLER, PARTY OF THE FIRST PART, and

s/ Leona Miller
LEONA MILLER, PARTY OF THE SECOND PART

The above agreement is hereby approved by
s/ Randall Wallis
ATTORNEY FOR ROBERT T. MILLER,
IDAHO BUILDING,
BOISE, IDAHO.

The above agreement is hereby approved by
s/ Benj. F. Harrison
ATTORNEY FOR LEONA MILLER,
217 EASTMAN BUILDING,
BOISE, IDAHO

STATE OF IDAHO)
(
COUNTY OF ADA)

On this 2nd day of March, 1949, before me, the undersigned, a Notary Public for the state of Idaho, personally appeared ROBERT T. MILLER, known to me, or proven to me to be, the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

s/Randall Wallis
NOTARY PUBLIC FOR IDAHO,
RESIDING AT BOISE, IDAHO

STATE OF IDAHO)
(ss
COUNTY OF ADA)

On this 3rd day of March, 1949, before me, the undersigned, a Notary Public for the state of Idaho, personally appeared LEONA MILLER, known to me, or proven to me to be, the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

s/Benj. F. Harrison
NOTARY PUBLIC FOR IDAHO,
RESIDING AT BOISE, IDAHO

Done in open Court in Boise, Idaho, this IIth day of March, 1949.

Charles E. Winstead
JUDGE OF THE DISTRICT COURT,
THIRD JUDICIAL DISTRICT,
STATE OF IDAHO

complaint; and it appearing from the affidavit of the plaintiff that said defendant is not in any branch of the military service as contemplated by the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and on the motion of the attorney for plaintiff, Benj. F. Harrison;

IT IS HEREBY ORDERED That the Clerk be, and he hereby is, instructed to enter the default of the defendant herein.

Done in open court in Boise, Idaho, this IIth day of March, 1949.

CHARLES E. WINSTEAD
JUDGE OF THE DISTRICT COURT,
THIRD JUDICIAL DISTRICT,
STATE OF IDAHO

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Miller vs Miller
Case # 21963

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 24th day of March, 1949.

By B. Clyde Eagleson, Deputy.

Otto F. Peterson
Clerk.

2-bfh

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

DOROTHY RYNES,
Plaintiff,
vs.
JOSEPH F. RYNES,
Defendant.

NO. 21828
FILED
A. M. P. M.
JUDGMENT MAR 18 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

THIS CAUSE, Coming on regularly to be heard on the 18th day of March, 1949, before the Court without a jury, and the plaintiff appearing in person and by her attorney, Thornton D. Wyman, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring, or appearing, has expired; that the default of said defendant, Joseph F. Rynes, for failing to appear, answer, or demur within the time prescribed by law, has been heretofore duly entered herein,

WHEREUPON, Evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free and clear from all objections as to competency, admissibility and sufficiency, and it appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony between plaintiff and defendant be, and the same are, hereby forever dissolved.

2. That the plaintiff's former name, Dorothy Johnston, be, and the same is, hereby restored to her.

DATED and SIGNED This 18th day of March, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO)
) ss. CERTIFICATE
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment, Dorothy Rynes vs. Joseph F. Rynes, No. 21828, filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of March, 1949.

Otto F. Peterson
Clerk

By Irma Hill
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ROBERT L. KAHLE,
Plaintiff
vs.
JULIA ROSE KAHLE,
Defendant

DECREE

COPY
No. 21896
FILED
A. M. P. M.
MAR 18 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

This cause coming on for hearing this 18th day of March, 1949, at 10:00 o'clock A.M., and it appearing that due and proper service of process as provided by law was had upon Julia Rose Kahle, Defendant herein, by publication of summons in the manner and for the time required by law; that said publication was completed on the 3rd day of February, 1949, and the cause now being called for trial, and the Plaintiff appearing in person and by A. T. Fredricks of the firm of Fredricks & Jeppesen, his attorneys, and the Defendant failing to answer or otherwise plead, and the said cause being tried upon the complaint and the testimony of the Plaintiff, and the residence of Plaintiff having been established by corroborative testimony, and the matter having been submitted for judgment, and the Court having considered all the evidence from which it appears that the material allegations of the complaint are true, and the law and the premises being by the Court considered and understood;

As conclusions of law from the foregoing, the Court finds that the Plaintiff is entitled to a decree dissolving the bonds of matrimony between himself and Julia Rose Kahle on the grounds of extreme cruelty and desertion; and that the Plaintiff is entitled to the exclusive care, custody and control of

LAW OFFICES
FREDRICKS & JEPPESEN
201 FIDELITY BLDG.
BOISE, IDAHO

Clifford Leroy Kahle and Jennilee Kahle, minor children born of the marriage of the parties hereto.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between Plaintiff, Robert L. Kahle, and the Defendant, Julia Rose Kahle, be and the same are hereby dissolved and forever held for naught.

2. That the Plaintiff be and he hereby is awarded the exclusive custody, care and control of Jennilee Kahle and Clifford Leroy Kahle, minor children born of the marriage of the parties hereto.

DATED this 18th day of March, 1949.

CHAS. F. KOELSCH
District Judge

CERTIFICATE

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original decree in the action of ROBERT L. KAHLE, Plaintiff, vs. JULIA ROSE KAHLE, Defendant, filed in the above entitled action and remaining now on file in my office at Boise, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of March, 1949.

OTTO F. PETERSON, Clerk

By R Opie Epperson Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

COPY

NO 21910

FILED

A. M. P. M.

MAR 18 1949

OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

JOSEPHINE CONN
Plaintiff,

vs.

GEORGE CONN
Defendant.

DECREE OF DIVORCE

This cause came on to be heard in open Court on the 18th day of March, 1949, the plaintiff appearing in person and by Creed W. Mullins, her attorney, the defendant appearing not;

The Court having examined the records and files in this cause and it appearing therefrom that a complaint was duly and regularly filed in the above entitled Court and cause on the 7th day of January, 1949, and the defendant was personally served with Summons and complaint, in Chicago, Cook County, Illinois, on the 3rd day of February, 1949, that more than twenty days have elapsed since said service, and the said defendant has failed to answer or otherwise appear herein;

And it appearing further from the affidavit of plaintiff on file herein that the defendant is not in the military service of the United States;

WHEREFORE: Upon motion of Creed W. Mullins, attorney for plaintiff, for a default, the default of the defendant was duly and regularly entered;

After the entry of the default of the defendant, witnesses were sworn and the plaintiff offered proof in the support of the allegations of her complaint, after which the Court being fully advised in the premises, decided that the plaintiff was entitled to the relief prayed for in her complaint;

NOW THEREFORE: IT IS HEREBY ORDERED, ADJUDGED AND DECREED; and this does Order, Adjudge and Decree, that the bonds of matrimony now existing between the plaintiff and defendant be, and the same are hereby forever dissolved and the parties hereto released therefrom.

Dated at Boise, Ada County, Idaho, this the 16th day of March, 1949.

CHARLES E. WINSTEAD
DISTRICT JUDGE.

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce: Josephine Conn vs. George Conn No. 21910 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of March, 1949.

By Irma Hill, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * * * *

THELDA ROSE AUSTIN,

Plaintiff,

-vs-

CHARLES PRESTON AUSTIN,

Defendant,

DECREE

COPY

FILED No. 2197 P. M. A.M.

MAR 18 1949

OTTO F. PETERSON, Clerk

By B. CLYDE EAGLESON Deputy

* * * * * * * * *

THIS CAUSE Having been brought on to be heard this 18th day of March, 1949, JAMES W. BLAINE appearing as counsel for the plaintiff herein, the defendant appearing not in person, by counsel or otherwise; service of the verified complaint and summons upon said defendant in said action having been made upon said defendant, pursuant to order of publication of this Court, by publishing said summons in five weekly issues of The Kuna Herald, and a copy of said summons and said complaint mailed to defendant's last known address, and the time for answering having expired and no answer, demurrer, or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of said defendant, CHARLES PRESTON AUSTIN, was duly entered herein; that upon the complaint herein as confessed by the said defendant it appears that the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, THELDA ROSE AUSTIN, to the relief demanded in the complaint as prayed for;

That the plaintiff herein was a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED And this Court by virtue of the power and authority therein vested does order, adjudge and decree that the marriage now existing between the said plaintiff and the said defendant herein by wholly dissolved, and that the said parties, and each of them, are hereby released from the bonds of matrimony and all obligations thereof;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the maiden name of the defendant herein, namely: THELDA ROSE PUGMIRE, be, and the same is hereby, restored.

DATED At Boise, Idaho, this 18th day of March, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree Austin vs Austin Case # 2915

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of March, 1949.

By B. Lyle Eagleson, Deputy.

OTTO F. PETERSON
Clerk.

5868

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR ADA COUNTY

FLORENCE SCHOFELL,

Plaintiff,

vs.

ARNOLD SCHOFELL,

Defendant.

DECREE OF DIVORCE.

FILED
MAR 18 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EASLESON
DEPUTY

THE ABOVE ENTITLED ACTION came on regularly for hearing before the Court at Boise, Idaho, March 18, 1949, the plaintiff appearing in person and with her attorney Ariel L. Crowley, and her witness, and no person appearing for or on behalf of the defendant.

It appearing to the court that due and lawful service of summons and complaint has been had and made upon the defendant; that he has filed herein a general appearance, waiver of his rights as a soldier, and refusal to plead, and that his default in the premises has been regularly entered according to law,

NOW, on motion of the plaintiff, the court proceeds to reception of testimony for plaintiff, and being fully advised, express findings of fact and conclusions of law being waived, the court finds generally for the plaintiff and against the defendant, and finds the plaintiff entitled to decree of divorce, and to award of $150.00, for attorney's fees, including the sum heretofore allowed on order to show cause made and entered January 25, 1948, by order duly made and entered.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the plaintiff Florence Schofell and the defendant Arnold Schofell be, and they are absolutely divorced hereby and the bonds of matrimony heretofore existing between them are dissolved.

2. That the plaintiff Florence Schofell have, and the defendant Arnold Schofell is required to pay over to her the sum of $_____ as attorney's fees forthwith.

Rendered, dated and entered March 18, 1949.

CHAS. F. KOELSCH
District Judge

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Schofell vs Schofell
Case # 21949

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of March, 1949.

By B. Clyde Eagleson, Deputy.

OTTO F. PETERSON
Clerk.

5869

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

PEARL J. ROSE,

Plaintiff,

vs.

GUY A. ROSE,

Defendant.

JUDGMENT AND DECREE

FILED 3:19 P.M. MAR 18 1949 OTTO F. PETERSON, Clerk By B. CLYDE EAGLESON DEPUTY

This cause coming on regularly to be heard on the 18th day of March, 1949, before the Court without a jury, Elam and Burke appearing for plaintiff, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring or appearing has expired, and that the default of said defendant, Guy A. Rose, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered herein.

WHEREUPON evidence, duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility, and sufficiency; and it further appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and the premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this does ORDER, ADJUSGE AND DECREE:

1. That the bonds of matrimony between plaintiff and defendant be, and the same are hereby forever dissolved.

2. That plaintiff's prior name of Pearl J. Potter be and the same is hereby restored to her.

Dated March 18th, 1949.

CHAS. F. MOELSCH
District Judge

ELAM AND BURKE
ATTORNEYS AT LAW
BOISE, IDAHO

C E R T I F I C A T E

STATE OF IDAHO,)
) ss.
COUNTY OF ADA.)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree:

Pearl J. Rose

vs. No. 21959

Guy A. Rose

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of March 1949.

OTTO F. PETERSON, Clerk

By B. Opie Eagleson
Deputy

5870

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

WINIFRED MESSLER,

Plaintiff

vs.

ALBERT MESSLER,

Defendant

DECREE

COPY

FILED

No. 21964

A. M. P. M.

MAR 18 1949

OTTO F. PETERSON, Clerk

By S. CLYDE EAGLESON DEPUTY

This cause coming on for hearing this 18th day of March, 1949, at 10:00 o'clock A.M., and it appearing to the Court that due and proper service of process as required by law was had upon the Defendant, Albert Messler, and Plaintiff appearing in person and by her attorneys, Fredricks and Jeppesen, and Defendant failing to enter his appearance specially or otherwise, and the said cause being tried upon the complaint and testimony of Plaintiff, corroborated to the extent required by law, and the matter having been submitted for judgment, and the Court having considered all the evidence from which it appears that the material allegations of the complaint are true, and the law and the premises being by the Court understood and considered; and

As conclusions of law from the foregoing, the Court finds that the Plaintiff, Winifred Messler, is entitled to a decree dissolving the bonds of matrimony between the Plaintiff and Defendant upon the grounds of extreme cruelty; that no children were born of this marriage; and that the parties have entered into a property settlement agreement, copy of which is attached to and made a part of the original complaint on file in this action which appears in all respects regular and proper and fairly disposes of the community property of the parties hereto;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the Plaintiff, Winifred Messler, and the Defendant, Albert Messler, be and they are hereby dissolved and forever held for naught; and IT IS FURTHER ORDERED that the aforesaid property settlement be and it hereby is approved and confirmed.

Dated this 18th day of March, 1949.

CHAS. F. KOELSCH
District Judge

CERTIFICATE

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original decree in the action of WINIFRED MESSLER, Plaintiff, vs. ALBERT MESSLER, Defendant, filed in the above entitled action and remaining now on file in my office at Boise, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of March, 1949.

OTTO F. PETERSON
Clerk

By [signature]
Deputy

(Seal)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

5871

* * * * * * * * *

NO. 21969

MAY L. HARMON,

Plaintiff,

vs.

KENNETH E. HARMON,

Defendant.

DECREE

P. M.

MAR 18 1949

CITO F. [illegible] Clerk

BY [illegible] DEPUTY

* * * * * * * * *

THIS CAUSE, Having come on regularly for trial in open court on the 18th day of March, 1949, the plaintiff appearing in person and by her attorneys Blaine & Ambrose, and the defendant appearing by and through his attorney David Doane; and the defendant having filed his Answer through his said attorney, and the parties having in open court waived the making and entering of finding of facts and conclusions of law; and the court having heard and considered the evidence on the part of the plaintiff and the defendant, through his attorney, having refused to offer evidence or plead further, and the Court being fully advised in the premises; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED And this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided, does order, adjudge, and decree that the marriage existing between the said plaintiff and the said defendant be dissolved, and said parties and each of them are released from the bonds of matrimony;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of Sharon Harmon, Darry Harmon, Sherrill Harmon, Shanon Harmon, Terry Harmon, and Joan Harmon, the minor children of plaintiff and defendant be awarded to the plaintiff herein and that the said defendant may have the privilege to visit the said minor children at all reasonable and proper times and places while said minor children are under the care, custody and control of the plaintiff;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant herein, Kenneth E. Harmon, shall pay to the plaintiff herein for the care and support of the minor children of the plaintiff and defendant, namely, Sharon Harmon, Darry Harmon, Sherrill Harmon, Shanon Harmon, Terry Harmon, and Joan Harmon, the sum of $ 16.67 per month for each child, during their minority.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That all the right, title, and interest of the defendant, Kenneth E. Harmon, in and to the following described personal property, to-wit:

> Miscellaneous household furniture located in the home of plaintiff in Meridian, valued at approximately $200.00.

is hereby set over to the plaintiff, May L. Harmon, to have and to hold as her sole and separate property;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant pay to the plaintiff the sum of $ 100.00 as and for her attorneys fees in this action incurred.

DATED At Boise, Idaho, this 18th day of March, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO,
County of Ada } ss.

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: May L. Harmon
vs. No. 21969
Kenneth E. Harmon

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of March, 1949.

By Irma Hill, Deputy.

Otto F. Peterson
Clerk.

5872

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

* * *

ARTHUR B. SMITH,
Plaintiff,
-vs-
MARIE C. SMITH,
Defendant.

DECREE OF DIVORCE

COPY
NO. 2176
FILED
A. M. P. M.
MAR 18 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

* * *

This cause coming on regularly to be heard this 18th day of March, 1949, before the Court without a jury, plaintiff appearing by his Attorney, T. J. Jones, Jr., and in person, and the defendant not appearing either in person or by attorney, or otherwise, and it appearing that the defendant was duly served pursuant to the manner and method as provided by Statute with Service of Summons and Complaint, and that the time for answer has elapsed and that the defendant has refused to plead in this cause within the time allowed by law, or at all, and that the default of the defendant has been regularly entered thereon, and that the plaintiff having submitted testimony fully corroborated in support of his cause, and the Court having heard all the evidence or proof submitted and duly considering the same finds all the allegations in the plaintiff's complaint are true and that the plaintiff is entitled to the relief sought.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony hereto-

fore existing between the plaintiff and defendant are hereby dissolved and held for naught and forever set aside, and each of the parties hereto freed from all the obligations of matrimony thereunder.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the Property Settlement made and entered into and introduced into the evidence in this cause be made a part of this Decree the same as if fully set out herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the Community property of the plaintiff and defendant herein be set aside to the plaintiff as his sole and separate property. Said property being described as follows, to-wit:

> From the Southeast corner of Section Thirty-one (31) Township Seven (7) North, Range One (1) West of the Boise Meridian, running thence West Three Hundred and Thirty-two feet (332) to the point of beginning of the land being described; thence West Four Hundred and Ninety-three feet (493); thence North Nineteen Hundred Eighty feet (1980) to the North line of the South one-half of the Northeast Quarter of the Southeast Quarter (S½NE¼SE¼); thence East on said North line Four Hundred Five feet (405); thence South 0°30' West Thirteen Hundred Twenty feet (1320); thence South 19°00' East Three Hundred Feet (300); thence South Three Hundred Seventy-seven feet (377) to the point of beginning.
>
> Together with hereditaments and tenaments thereunto belonging located in Gem County, State of Idaho.
>
> Lots Thirty-three (33), Thirty-four (34) in Block Seventy-three (73) Tract Three (3) Strafford Derbes and Roy Subdivision, Hines, Oregon, unimproved property located in the County of Harney, State of Oregon.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the personal property of the said plaintiff and defendant is hereby awarded to the said plaintiff as herein described, as follows, to-wit:

> Household goods and furniture located in Gem County, State of Idaho, upon the hereinabove described farm

property and also certain household goods and furniture now in the possession of A. E. Smith at New Flymouth, State of Idaho.

One 1938 Packard Sedan, Title No. A 6606 994 Registration, State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be awarded the custdoy, control and management and education of the said minor children, to-wit: Robert Smith, age eleven years; Allan Smith, age seven years; Dale Smith, age six years and Colleen Smith, age Eighteen months, until the said children attain their majority. Provided, however, that the said children shall reside at the home of A. E. Smith in New Flymouth, Idaho, and that the defendant may visit the said minor children at any and all reasonable times.

Done in Open Court this 18th day of March, 1949.

CHAS. F. KOELSCH
DISTRICT JUDGE

STATE OF IDAHO) ss
COUNTY OF ADA)

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, In and For the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action, and remaining now on file in my office atBoise, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of March, 1949.

OTTO F. PETERSON, Clerk

BY [signature] Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

COPY

NO. 21984
FILED
_____ A. M. _____ P. M.
MAR 18 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

PEARL CLINE
Plaintiff,

vs.

KEITH CLINE
Defendant.

DECREE OF DIVORCE.

This cause came on to be heard in open Court on the 18th day of March, 1949, the plaintiff appearing in person and by Creed W. Mullins, her attorney, the defendant appearing not;

The Court having examined the records and files in this cause and it appearing therefrom that a complaint was duly and regularly filed in the above entitled Court and cause on the 18th day of February, 1949, and the defendant was personally served with Summons in Nampa, Canyon County, Idaho, on the 21st day of February, 1949, that more than twenty days have elapsed since said service, and the said defendant has failed to answer or otherwise appear herein;

And it appearing further from the affidavit of plaintiff on file herein that the defendant is not in the military service of the United States;

WHEREFORE: Upon motion of Creed W. Mullins, attorney for plaintiff, for a default, the default of the defendant was duly and regularly entered;

After the entry of the default of the defendant, witnesses were sworn and the plaintiff offered proof in the support of the allegations of her complaint, after which the Court being fully advised in the premises, decided that the plaintiff was entitled to the relief prayed for in her complaint;

NOW THEREFORE: IT IS HEREBY ORDERED, ADJUDGED AND DECREED; and this does Order, Adjudge and Decree, that the bonds of matrimony now existing between the plaintiff and defendant be and the same are hereby forever dissolved and the parties hereto released therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does Order, Adjudge and Decree, that the property settlement heretofore entered into by and between the said parties be, and the same is hereby approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does Order Adjudge and Decree, that the plaintiff's maiden name of Pearl Holladay be restored to her.

DATED at Boise, Ada County, Idaho, this the 15th day of March, 1949.

CHARLES E. WINSTEAD

District Judge.

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce: Pearl Cline vs Keith Cline No. 21984 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of March, 19 49.

By Ioma Hill, Deputy. Otto F. Peterson Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

JOAN D. GARDNER,
Plaintiff,
-vs-
LEONARD M. GARDNER,
Defendant.

5874

DECREE

COPY

FILED
No. 21889
A.M. P.M.
MAR 18 1949
OTTO F. PETERSON, Clerk
By E. CLYDE EAGLESON DEPUTY

THIS CAUSE, coming on for hearing before the Court this 18th day of March, 1949, on plaintiff's complaint and it appearing to the Court that due and proper service of the summons and copy of the complaint was made upon the defendant, Leonard M. Gardner, personally, in the County of Ada, State of Idaho, on the 22nd day of February, 1949, and said defendant having failed to appear or answer and the time allowed for answer having now expired and the plaintiff appearing in person and by her attorneys, Fredricks & Jeppesen and the defendant failing to appear in person or otherwise and the Court having heard the testimony of witnesses sworn and testifying in behalf of the plaintiff and the residence of plaintiff having been corroborated by additional testimony and it appearing to the Court that the allegations of plaintiff's complaint are true and that the plaintiff is entitled to the relief therein prayed for and the Court having fully considered the matter and being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

1. That the plaintiff, JOAN D. GARDNER, be and she is hereby divorced from the defendant LEONARD M. GARDNER.

2. That the custody, care and control of CHRISTY Le ANN GARDNER, the minor child of the parties, be and the same is hereby awarded exclusively to the plaintiff, JOAN D. GARDNER, subject only to the right of the defendant to visit said child at plaintiff's home and at reasonable times and occasions.

3. That the plaintiff have judgment against the defendant for the sum of Forty Dollars, ($40.00) per month, for the support of said minor child, the first of said payments to be made on or before the first day of April, 1949, and a like sum of Forty Dollars, to be made on or before the first day of each and every month thereafter, until said CHRISTY Le ANN GARDNER shall reach the age of eighteen (18) years, or marry, whichever event occurs sooner.

4. That the plaintiff have judgment against the defendant LEONARD M. GARDNER for the further sum of One Hundred Twenty-Five Dollars, ($125.00) as and for attorney fees and for her costs in the amount of .

Dated this 18th day of March, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO)
: ss
COUNTY OF ADA)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original decree in the action of JOAN D. GARDNER, plaintiff vs., LEONARD M. GARDNER, defendant, filed in the above entitled action and remaining now on file in my office at Boise, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of March, 1949.

OTTO F. PETERSON
Clerk

BY: B Pyle Eagleson
Deputy.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

FILED 2:15 P.M. MAR 21 1949 OTTO F. PETERSON, Clerk By B. CLYDE EAGLESON DEPUTY

WARNE N. SCHAAP,

Plaintiff,

vs.

HELEN J. SCHAAP,

Defendant.

DECREE OF DIVORCE.

This cause coming on regularly to be heard in open Court this day before the Court without a jury, plaintiff appearing in person and by his attorneys, Davison & Davison, and R. H. Copple, and the defendant appearing by her attorneys, Hawley & Hawley, and it appearing to the Court from the records and files herein that the defendant has appeared in this action and filed an answer to plaintiff's complaint; and the Court having heard the evidence introduced and the evidence being closed, the Court after duly considering the evidence and proof submitted, and being fully advised in the premises, the Court finds that all the allegations of plaintiff's complaint are true, that the defendant has treated plaintiff in an extremely cruel and inhuman manner, and that the defendant has been guilty of extreme cruelty toward plaintiff, and that plaintiff is entitled to the relief sought.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED That plaintiff have and recover judgment from the defendant as follows:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved and held for naught.

2. That the defendant shall have the care and custody of the minor child, namely, Sandra Lee Schaap, age three years,

provided plaintiff shall have the right to visit said child at reasonable times, reasonable places, and at reasonable intervals.

3. That plaintiff shall pay to the Clerk of this Court the sum of $10.00 per week from and after the date of this judgment to be by the Clerk transmitted to the defendant for the care and support of said minor child.

4. That plaintiff pay defendant's attorneys' fee in the amount of $85.00.

Done in open Court this 21st day of March, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Schaap vs Schaap. Case # 21625

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of March, 1949.

By B. Pyle Eagleson, Deputy.

Otto F. Peterson
Clerk.

X

2-cm

5876

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR ADA COUNTY

* * * * *

COPY

No. 14542 Filed MAR 25 1949 A. M. P. M.

OTTO F. PETERSON, Clerk
By E. CLYDE EAGLESON DEPUTY

DOROTHY MAY THOMPSON, Plaintiff)
vs.) DECREE OF DIVORCE
PAUL G. THOMPSON, Defendant.)

* * * *

In this action, the defendant, Paul G. Thompson having been regularly served with process and having failed to appear in answer to plaintiff's supplemental complaint herein and the legal time for answering having expired and the default of said defendant in the premises having been duly entered according to law; it appearing by affidavit filed herein that defendant is not in the Military Service.

The plaintiff appearing in person and by her counsel, Harry S. Kessler, and having submitted proof in support of the allegations of her supplemental complaint and it appearing therefrom that the facts as alleged in said complaint are true and that plaintiff is and has been a resident of Ada County, State of Idaho for more than six full weeks prior to the commencement of this action; that defendant has inflicted upon plaintiff grevious bodily injury and grevious mental suffering in the particulars set forth in said supplemental complaint and that the matter so alleged and proved in behalf of the plaintiff are sufficient in law to entitle plaintiff to a decree of divorce;

And it further appearing that there is a minor child of plaintiff and defendant to wit; Paul G. Thompson, Jr. of the age of 17 months, which said child is in the custody of the plaintiff and that plaintiff is a fit and proper person to have the custody of said child and it further appearing that the only community property belonging to plaintiff and defendant is an equity in a Chevrolet automobile, a radio, baby furniture, and plaintiff's person effects. That the automobile is encumbered by a title contract and that plaintiff consents to the defendant having said automobile and radio and desires the baby furniture and the personal effects and it further appearing that defendant is an able-bodied man and should contribute to the support of the minor child and the sum of $35 a

HARRY S. KESSLER
ATTORNEY AT LAW
BOISE, IDAHO

is a necessary and reasonable sum to be allowed plaintiff for the care and support of the minor child.

Now on motion of Harry S. Kessler, counsel for plaintiff, it is ordered, adjudged and decreed that the court by virtue of the power and authority therein vested and in accordance with the statute in such case, made and provided does order, adjudged, and decree that the marriage between plaintiff, Dorothy May Thompson, and the defendant, Paul G. Thompson, be dissolved accordingly and that the custody of the minor child of said marriage to-wit: Paul G. Thompson, Jr. be and is hereby awarded to plaintiff and that plaintiff be and is hereby decreed to be the owner of the baby furniture and her personal effects and that defendant be and is hereby awarded the equity in the Chevrolet automobile and the radio referred to in plaintiff's complaint and it is further ordered, adjudged, and decreed that the defendant pay and is hereby ordered to pay to plaintiff the sum of $35 per month on the 1st day of each and every month, beginning April 1st, 1949 for the care and support of the minor child, Paul G. Thompson Jr.

Dated this 25th day of March, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, D Thompson vs D Thompson Case # 21542

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of March, 1949.

By B. Dyer Eagleson, Deputy.

Otto F. Peterson
Clerk.

HARRY S. KESSLER
ATTORNEY AT LAW
BOISE, IDAHO

5877

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

JOHN W. DOYLE,

Plaintiff,

-vs-

ELIZABETH E. DOYLE,

Defendant.

DECREE

COPY
21673
Filed
A. M. P. M.
MAR 25 1949
OTTO F. PETERSON, Clerk
By E. CLYDE EAGLESON
DEPUTY

The above entitled cause came on regularly to be heard and tried before the Court at Boise, Ada County, Idaho, on the _____day of_____, 1949, the plaintiff appearing in person and by his attorney, Pete Leguineche, and the defendant appearing by her attorney, J. L. Eberle;

The parties having announced themselves ready for trial, whereupon plaintiff introduced evidence in support of allegations of his complaint, and the defendant failed to introduce evidence either oral or documentary and thereupon the matter was submitted to the Court and the Court being fully advised in the premises;

The Court finds upon the cause of action of plaintiff the issues in favor of plaintiff and that the said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between plaintiff and defendant dissolved and to be forever divorced from the said defendant; and, the Court further finds that the said plaintiff has been a bona fide resident of and has continuously resided in the State of Idaho

for more than six weeks immediately preceding the commencement of this action;

The Court further finds that plaintiff and defendant have acquired and do now own certain community and personal property, to-wit:

U. S. War Bonds numbered and designated as follows:

Q10394959E	Q13474306E	Q1418366 99E
Q14023787 5E	Q16975031 2E	Q2033333 58E
Q20937453 0E	Q23789383 3E	Q2525616 97E
Q29386251 8E	Q30981106 5E	Q3245095 51E
Q35751842 3E	Q37824524 4E	Q3958110 30E
Q42551575 9E	Q48069305 9E	Q4823083 32E
Q5337683 00E	Q57833433 9E	Q5800010 92E
Q5820116 79E	Q5873075 18E	Q5873253 40E
Q5888586 45E	Q6330643 74E	Q6370113 16E
Q6391392 04E	Q6443415 61E	Q6443561 83E

Household furniture in the approximate value of $1000.00 now in defendant's possession;

Metropolitan Life Insurance Policy No. 14 557 062A in the face value of $1000.00;

John Hancock Mutual Life Insurance Company Policy No. M55467 in the face value of $1000.00;

NOW, THEREFORE, on the 25th day of March, 1949, it is hereby ordered, adjudged and decreed by this Court that the bonds of matrimony heretofore and now existing between plaintiff and defendant be and the same hereby are dissolved, and each the said plaintiff and the said defendant is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said plaintiff be and he hereby is awarded as his sole and separate property the two policies of life insurance hereinabove set forth and described and the said defendant be and she hereby is awarded as her separate property all of the war bonds and household furniture hereinabove described.

Dated this 25th day of March, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Doyle vs Doyle Case # 21673

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of March, 1949.

By R Opie Eagleson, Deputy.

Otto F. Peterson
Clerk.

5878

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

COPY

NO. 21913
FILED
A. M. P. M.
MAR 25 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

VIVIAN J. SMITH,
Plaintiff,
vs.
JUSTIN J. SMITH,
Defendant.

DECREE

This cause coming on to be heard on this 25th day of March, 1949, before the undersigned, one of the Judges of the above entitled Court, and, it appearing that the defendant has been duly and regularly served with summons by personal service thereof without the State of Idaho in lieu of publication, and, it also appearing that the defendant is not a person in Military Service as defined by Section 101 (1) of the Act of Congress approved October 17, 1940, or any Amendments or Supplements thereto cited as the Soldiers and Sailors Relief Act of 1940, or any other Act of Congress or of the State Legislature of the State of Idaho, duly adopted and approved; and, it further appearing that the defendant has made no appearance by demurrer, answer or otherwise, within the time allowed by law; whereupon, default of the defendant was duly and regularly entered in the premises, witnesses on the part of the plaintiff having been duly sworn and examined, and the Court being fully advised in the premises, ordered that judgment be entered in favor of the plaintiff;

NOW, THEREFORE, by reason of the law and the premises aforesaid, IT IS ORDERED, ADJUDGED AND NOW DECREED, That the bonds of matrimony hitherto existing between the plaintiff and the defendant, be, and the same are hereby dissolved, cancelled, annulled and held for naught, as fully and completely as if the same had never been upon the grounds of wilful neglect and wilful desertion, as alleged and set forth in the complaint herein, and that each of the parties hereto, after the entry of this decree, be, and they are, hereby restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND NOW DECREED That the care, custody and control of Justin J. Smith, Jr., age 4½ years, the issue of the marriage herein, be, and the same is hereby awarded to the plaintiff.

Dated: March 25th, 1949.

CHARLES E. WINSTEAD

District Judge

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for Ada County, hereby certify that I have compared the foregoing copy with the original decree in the above entitled action, filed and entered in my office on the 25th day of March, 1949, and the same is a full, true and correct copy of such original and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 25th day of March, 1949.

Otto F. Peterson
Clerk

By Dona Hill
Deputy Clerk

5879

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

MAURINE J. FLETCHER,

Plaintiff,

vs.

LLOYD C. FLETCHER,

Defendant.

DECREE OF DIVORCE

No. 21922

Filed MAR 25 1949 A. M. P M

OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

THE ABOVE ENTITLED ACTION came on regularly for hearing before the Court at Boise, Idaho, March 25, 1949, the plaintiff appearing in person and with her attorney, and the defendant neither appearing in person nor otherwise at all.

It appearing to the court that due and lawful service of process has been had and made personally upon the defendant in Ada County, that no cause of military service exists precluding entry of default, that order so establishing has been entered, and that the default of the defendant in the premises has been regularly entered,

NOW, ON MOTION OF PLAINTIFF, the court proceeds to reception of testimony, and being fully advised, express findings of fact and conclusions of law being waived,

The Court finds generally for the plaintiff, and that she is entitled to divorce, custody of the minor children of the parties, and allowance of $30.00 per month as support money for such children, and orders judgment and decree accordingly.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court:

1. That the plaintiff Maurine J. Fletcher and the defendant Lloyd C. Fletcher be, and they are absolutely divorced and the bonds of matrimony heretofore existing between them are dissolved.

2. That the plaintiff Maurine J. Fletcher have, and she is awarded the permanent care, custody and control of the minor children Carol Jo Fletcher and Margaret Ann Fletcher, subject to the right of the defendant to visit the said children and be visited by them at reasonable times and places.

3. That the defendant Lloyd C. Fletcher be, and he is required to pay for the support of the said minor children, so long as either of them is a minor, the sum of $30.00 per month, to the plaintiff, commencing with the month of April, 1949.

Rendered, dated and entered March 25, 1949.

CHARLES F. KOELSCH

District Judge

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deerce, Fletcher vs Fletcher

Case # 21922

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of March, 1949.

By J. B. Pyle Eagleson, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

FLORENCE M. SOWERS,

Plaintiff,

-vs-

CHARLES W. SOWERS,

Defendant.

COPY

NO. 2194 FILED

A.M. P.M.

MAR 25 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL DEPUTY.

DECREE OF DIVORCE

FOR

The above-entitled cause came on for hearing before the Court in Open Court at Boise, County of Ada, State of Idaho, on the 25th day of March, 1949. The plaintiff appeared in person, and through her attorney, Benj. F. Harrison, and the defendant did not appear, either in person or by attorney.

It appeared to the Court that the defendant had been served with process by publication of summons as required by law and had failed to appear and answer the plaintiff's complaint filed in said cause, or otherwise plead thereto, and that no further time had been granted the defendant in which to appear and answer or plead to said cause; and it further appearing from plaintiff's affidavit and satisfactory evidence adduced that the defendant is not, and for more than sixty days prior to the commencement of this action has not been, in any branch of military service of the United States of America, or its allied nations, as contemplated by the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court had ordered the Clerk to enter the default of said defendant according to law.

The plaintiff introduced evidence in behalf of her complaint, which was corroborated by the testimony of one witness as to her residence, and the cause was submitted to the Court for

decision, and after considering the evidence and being fully advised, the Court finds the issues in favor of the plaintiff and against the defendant, and that the defendant has been guilty of extreme cruelty of and toward the plaintiff as alleged in the complaint, and that said plaintiff is entitled to have the bonds of matrimony existing between the plaintiff and defendant dissolved, and to be divorced from the defendant, and to have the custody and control of the minor child, Bennie Sowers.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

(1st) That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff divorced from the defendant; and

(2nd) That the plaintiff have the care, custody and control of the said minor child, Bennie Sowers.

Done in Open Court at Boise, Idaho, this 25th day of March, 1949

Said/ Charles E. Winstead
JUDGE OF THE DISTRICT COURT,
THIRD JUDICIAL DISTRICT,
STATE OF IDAHO

STATE OF IDAHO)
(ss
COUNTY OF ADA)

I, Otto P. Peterson, County Clerk of the County of Ada, in the State of Idaho, and ex-officio Clerk of the District Court of said County and State aforesaid, hereby certify that I have compared the foregoing copy of the divorce decree in the matter of Florence E. Sowers vs. Charles W. Sowers with the original on file in said action, filed in my office on the 25th day of March, 1949, and that the same is a full, true, and correct copy of the said original, with the indorsements thereon, and of the whole thereof, now on file in this action and in this office.

WITNESS My hand and the seal of the said Court this 25th day of March, 1949.

OTTO P. PETERSON
CLERK

BY Irma Hill
DEPUTY

(SEAL)

5881

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO. 22004

FILED

A. M. P. M.

MAR 25 1949

OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

AGNESMAE PFLAUM ~~THOMAS~~, THOMAS

Plaintiff,

vs.

IVAN M. THOMAS JR.,

Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED ACTION came on regularly for hearing before the court at Boise, Idaho, March 25, 1949, the plaintiff appearing in person and with her attorney and the defendant neither appearing in person nor otherwise at all.

It appearing to the court that due and lawful service of summons and complaint has been had and made for the time and in the manner provided by law, that no cause of military service exists precluding entry of default herein, that order so establishing has been duly entered, and that the default of the defendant for failure to appear within the time limited by law has been regularly entered,

Now, on motion of the plaintiff, the court proceeds to reception of testimony on her behalf, and being fully advised, express findings of fact and conclusions of law being waived, the court finds generally for the plaintiff and against the defendant, and finds the plaintiff entitled to divorce and restoration of her former name of Agnesmae Pflaum.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court:

1. That the bonds of matrimony heretofore existing between the plaintiff Agnesmae Pflaum Thomas and the defendant Ivan M. Thomas Jr. be, and they are absolutely dissolved and the parties are divorced hereby.

2. That the plaintiff be, and she is restored to her former name of Agnesmae Pflaum.

Rendered, dated and entered March 25, 1949.

CHARLES E. WINSTEAD

District Judge

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

CERTIFICATE

STATE OF IDAHO, County of Ada } ss.

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce: Agnesmae Pflaum Thomas vs. Ivan M. Thomas, Jr. No. 22004 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of March, 1949.

Otto F. Peterson
Clerk.

By Irma Hill, Deputy.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

MARLIN BALDWIN,

Plaintiff,

vs.

ESTHER BALDWIN,

Defendant.

DECREE

COPY
No. 21887
FILED
A. M.
MAR 29 1949
P. M.
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

THIS CAUSE, Came on before the Court without a jury, the plaintiff having appeared in person and by counsel, Vernon K. Smith, Esq., of Boise, Idaho, and the defendant having appeared neither in person nor by counsel, and it appearing from the records and files of this said cause that a verified complaint was filed, and that a Summons was issued thereon, to which the defendant appeared and filed an acknowledgment of service of the Complaint and Summons, and specifically waived any rights that she might have under the Soldiers' and Sailors' Relief Act of 1940, or any other act of Congress of the State of Idaho, duly adopted and approved providing relief for military personnel, and consented that her default may be entered against her, whereupon, default was entered. Thereupon, evidence was introduced from which it appeared that the allegations in plaintiff's complaint were sustained and in particular that the plaintiff was a bona fide resident of the State of Idaho, and had been such resident for more than six full weeks next preceding the filing of said action, which said fact was duly corroborated. The Court having heard all the evidence, and having taken the matter under advisement, now makes its Order and enters judgment as follows:

NOW THEREFORE, It is hereby ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, That the bonds of matrimony, now and heretofore existing between the plaintiff, Marlin Baldwin, and the defendant Esther Baldwin, are dissolved, and that each said person is absolutely

freed from all the obligations thereof;

2. That the property settlement agreement, made and entered into by and between the parties, dated the 11th day of December, 1948, and admitted in evidence in this said action as plaintiff's exhibit "A" is hereby approved;

3. That the plaintiff is awarded as his sole and separate property all the following described property:

PERSONAL PROPERTY

One Bedroom set, including a bed, dresser & vanity

One (1) living room suite including an overstuffed davenport, overstuffed chair.

One coffee table

Two end tables

Two reading lamps

Five miscellaneous small throw rugs

One set of sterling silver

One toaster

One bedspread

One electric refrigerator

Two sets of dishes

One bed roll

One orange colored 12' x 14' rug

One dinette set including a table six chairs and buffet.

REAL PROPERTY

That certain equity which the parties are acquiring in the following described real property, situate in Boise City, Ada County, Idaho, more particularly described as follows, to-wit:

All of Lots Five and Six in Block Twenty-five (25) of the Frank Davis Addition to Boise City, in Ada County, Idaho.

4. That the defendant is awarded as her sole and separate property all the following described property:

All personal clothing and effects now in the possession of the wife.

One set of gray blankets

Two table clothes

Nine pairs of curtains

Two pairs of sheets

Six pairs of pillow slips
Two Bed lamps
One ornamental cat
One table model radio
Two vanity sets
Two coffee pots
Fourteen dish towels
Misc. wash clothes & towels
Two pillows
One Mirror
One pink rug
One alarm clock
One canister set

Done in open Court this 29th day of March, 1949.

Charles E. Winstead

~~CHAS. H. KOELSCH~~

District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of ~~Ada~~, do hereby certify that the foregoing is a true and correct copy of the original

Decree, J Baldwin vs J Baldwin

Can # 21887

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho. 29th

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of March, 1949.

By B Clyde Eagleson, Deputy.

Otto F. Peterson

Clerk.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BANNOCK

5883

ROBERT H. HAYES,)

Plaintiff,)

vs) DECREE

LILA HAYES,)

Defendant.)

copy

THIS CAUSE came regularly on for hearing upon the plaintiff's verified complaint on file herein before the court this 1st day of March, 1949. The plaintiff appearing in person and by his attorneys, Jones, Pomeroy & Jones, and the said defendant having answered and being represented by her attorney, Henry McQuaie, the parties thereupon announced themselves ready for trial. Said cause was tried upon the complaint of plaintiff and the answer of the defendant thereto.

The plaintiff having introduced testimony in support of the complaint and the defendant failing and refusing to introduce testimony in support of her answer, the court finds, that all of the allegations of plaintiff's complaint including fact of plaintiff's resident are true and have been proved by competent testimony, except the allegations that defendant desires to have her name changed from Lila Hayes to Lila Blundell, and the court being fully advised in all of the premises, orders, adjudges and decrees, that the bonds of matrimony heretofore existing between plaintiff, Robert H. Hayes and the defendant Lila Hayes be, and the same are hereby wholly dissolved and the parties as of the date of this decree freed from the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following property which is all of the community property acquired by plaintiff and defendant, be and the same is hereby granted to the defendant as her sole and separate property,

Baby's high chair and mattress;
Set of silverware; service for 6;
Table Model radio;
Ironing board;
Two burner hot plate;

and that this constitutes and is in settlement of all claims existing between the parties.

Dated this 1st day of March, 1949.

Isaac McDougall
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Robert H. Hayes, Plaintiff -vs- Lila Hayes, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 14th day of March, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

1568

BETTY TRIPP, Plaintiff,

-vs-

WAYNE TRIPP, Defendant.

5884

JUDGMENT AND DECREE

The above-entitled action having come on for trial before the Honorable L. E. Glennon, this 21st day of March, 1949. Plaintiff appeared in person and with her attorneys, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has now expired, and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence t at all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections, that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises and good cause appearing therefore:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and she is hereby awarded an absolute divorce from the defendant.

2. That plaintiff's former name of Betty Soden, be, and the same is hereby restored to her use.

Dated this 21st day of March, 1949.

L. E. Glennon
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Betty Tripp, Plaintiff -vs- Wayne Tripp, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 14th day of March, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

15287

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BANNOCK.

HAZEL MARLER,)

Plaintiff,)

vs.) JUDGMENT AND DECREE.

DON THOMAS MARLER,)

Defendant.)

The above-entitled action having come on for trial before the Honorable L. E. Glennon, District Judge, this 2nd day of March, 1949. Plaintiff appeared in person and with her attorneys, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has now expired, and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections; that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises, and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and she is hereby awarded an absolute divorce from the defendant.

2. That the plaintiff's maiden name of Hazel Sample, be, and the same is hereby restored to her use.

3. That the defendant is hereby required to pay to plaintiff, or to her attorneys, Black & Black of Pocatello, Idaho, the sum of $100.00 as attorneys fees for the prosecution of this action, and the further sum of $20.00 court costs in said action, said sums to be paid forthwith.

Dated this 2nd day of March, 1949.

L. E. GLENNON
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Hazel Marler, Plaintiff -vs- Don Thomas Marler, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 14th day of March, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

4

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

ALICE M. FODEN,
Plaintiff,
-vs-
SIDNEY D. FODEN,
Defendant.

D E C R E E

Case No. 15545

- - -

The above entitled cause came on regularly to be heard and tried on the 8th day of March, 1949, before the above entitled Court, Honorable L. E. Glennon, sitting as Judge thereof; the plaintiff appearing in person and by her attorney, Henry McQuade; the defendant appearing not either in person or by counsel and that the said defendant having heretofore been duly served with processes herein by publication of notice in the Pocatello Tribune, a newspaper located in Pocatello, Bannock County, Idaho and Affidavit of which is contained in the file herein, said publication being made on the following dates: February 3rd, February 10th, February 17th and February 24th, of the year 1949; and the said defendant having not answered plaintiff's complaint herein and in the time provided by law, or otherwise, and the default of the defendant for not answering said complaint having been duly entered herein, in the manner provided by law; that the Court proceeded to examine the files, records and proceedings had in this case, and that from such examination the Court finds that the defendant has had due notice as provided by law, and that publication having been made in a newspaper of Bannock County, Idaho and the whereabouts of the defendant not being known by the plaintiff and

said publication of Summons being made pursuant to the statutes of the State of Idaho, that the defendant failed to appear, answer or plead, and that thereafter a default was entered by the Clerk of the Court, pursuant to the default of said defendant; that this Court has jurisdiction of this cause of action and the parties herein;

That thereupon the plaintiff was duly and regularly sworn, according to law, and the plaintiff testified in support of the allegations of the complaint, together with her corroborating witness H. H. Eggert; and after hearing the testimony so offered and received and being fully advised in the premises, the Court finds that all of the material allegations of the complaint are true and fully sustained.

WHEREFORE, In consideration of the premises and upon the evidence heard in this cause and the Court being fully advised,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the marriage heretofore entered into by and between the plaintiff and the defendant herein, be, and the same is hereby dissolved and that each of the parties herein be, and they each are restored to the status of single and unmarried persons.

JUDGMENT Rendered and entered at Pocatello, County of Bannock, State of Idaho, on this 8th day of March, 1949.

L. E. Glennon
DISTRICT JUDGE

HENRY MCQUADE
Attorney for Plaintiff
Residing in Pocatello, Idaho

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Alice M. Foden, Plaintiff -vs Sidney D. Foden, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 14th day of March, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

5887

15699

FILED
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
1949 MAR 10 AM 10:08

RASMUS P. RASMUSSEN, JR. :

Plaintiff, :

vs. : DECREE OF DIVORCE

JEAN ELAINE RASMUSSEN, :

Defendant, :

THIS CAUSE came regularly on for hearing upon the plaintiff's verified complaint, before the Court this 10th day of March, 1949, the Plaintiff appearing in person and by his Attorney, L. E. Haight, and the defendant having heretofore filed herein her appearance in Proper Person, wherein she did waive the filing of an Answer, or otherwise pleading to Plaintiff's complaint on file herein and consented that this cause could be heard and tried and Judgment entered, either in open Court or by the Judge at Chambers at any time fixed by the Court or the Judge thereof, the default of the defendant having heretofore been entered according to law, and the defendant having by her default waived Findings of Fact and Conclusions of Law; and the Court having heard the testimony of the Plaintiff and his witness, and being fully advised in the premises, finds that the defendant has been regularly served with summons and complaint in this case, and that she has failed to answer or demur or in anywise plead to plaintiff's complaint; and the Court further finds,

That all of the allegations of the plaintiff's complaint are true and have been proven by competent testimony, and the Court further finds,

That the cause of action set forth in Plaintiff's complaint arose within the State of Idaho, and the Court being fully advised in the premises,

ORDERS, ADJUDGES AND DECREES, that the bonds of matrimony heretofore existing between the plaintiff, Rasmus P. Rasmussen, and the defendant, Jean Elaine Rasmussen, be and the same are hereby wholly dissolved and the parties freed from the obligations

thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties hereto, plaintiff and defendant respectively, owned or acquired during coverture, no community property of any kind or nature, and that the property, real or personal, now owned by each of the parties is the separate property of these parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Plaintiff's name by which she was known before said marriage, or in other words the plaintiff's maiden name, to - wit: Jean Elaine LaFoy, be and the same is hereby restored to her.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant, Jean Elaine Rasmussen, has no claim whatsoever of any kind or nature against the plaintiff, Rasmus P. Rasmussen, for monies, property-real or personal, or anything arising out of or by reason of the said marriage relation.

DATED this 10th day of March, 1949.

L. E. Glenn
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Rasmus P. Rasmussen, Jr., Plaintiff -vs- Jean Elaine Rasmussen, Defendan as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 14th day of March, 19 49

By..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

F I L E D
Anna Keefe
1949 MAR 14 PM 4:15
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

ARLENE B. SCHNELL,

Plaintiff,

-vs-

WALTER H. SCHNELL,

Defendant.

DECREE

Case No. 15454

- - -

The above entitled cause came on regularly to be heard and tried on the 14th day of March, 1949, before Isaac McDougall, sitting as Judge thereof; the plaintiff appearing in person and by her attorney, Henry McQuade; the defendant appearing not either in person or by counsel and that the said defendant having heretofore been duly served with processes herein by publication of notice in the Pocatello Tribune, a newspaper located in Pocatello, Bannock County, Idaho and Affidavit of which is contained in the file herein, said publication being made on the following dates: October 20th, October 27th, November 3rd and November 10th, of the year 1948; and the said defendant having not answered plaintiff's Complaint herein and in the time provided by law, or otherwise, and the default of the defendant for not answering said Complaint having been duly entered herein, in the manner provided by law; that the Court proceeded to examine the files, records and proceedings had in this case and that from such examination the Court finds that the defendant has had due notice as provided by law, and that publication having been made in a newspaper of Bannock County, Idaho and the whereabouts of the defendant not being known by the plaintiff and said publication of Summons being made pursuant to the statutes of the State of Idaho, that the defendant failed to appear, answer or plead, and that thereafter a default was entered by the Clerk of the Court, pursuant to the default of said defendant; that this Court has jurisdiction of this cause of

action and the parties herein;

That thereupon the plaintiff was duly and regularly sworn, according to law, and the plaintiff testified in support of the allegations of the Complaint, together with her corroborating witness Henry McQuade; and after hearing the testimony so offered and received and being fully advised in the premises, the Court finds that all of the material allegations of the Complaint are true and fully sustained.

WHEREFORE, In consideration of the premises and upon the evidence heard in this cause and the Court being fully advised,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the marriage heretofore entered into by and between the plaintiff and the defendant herein, be, and the same is hereby dissolved and that each of the parties herein be, and they each are restored to the status of single and unmarried persons.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED That the care, custody and control of the said minor child of the parties in this action, be awarded to the plaintiff.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED That the defendant be required to pay to the plaintiff for the support and maintenance of the said minor child of the parties, the sum of Fifty Dollars ($50.00) per month, beginning on the 15th day of April 1, 1949, and a like sum on the 15th day of each month thereafter, or until further order of the Court.

AND, IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, Walter H. Schnell, pay to the plaintiff, or her attorney, Henry McQuade, the sum of One Hundred Fifty Dollars ($150.00) as attorney fees in the

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Arlene B. Schnell, Plaintiff -vs- Walter H. Schnell, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 29th day of March, 19 49

By ..... Anna Keefe

Deputy — Clerk, District Court, Ex-Officio Auditor and Recorder

5889

FILED

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR BANNOCK COUNTY. Anna Keefe

1949 MAR 16 PM 3:27

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

HENRY G. THOMPSON,

Plaintiff,

-vs-

EDNA THOMPSON,

Defendant.

DECREE OF DIVORCE

This matter came regularly on to be heard before the Hon. L. E. Glennon, District Judge, on the 16th day of March, 1949. Alfred C. Cordon appeared for and on behalf of the plaintiff, and no one appeared for or on behalf of the ddfendant. It appeared to the Court that the defendant had been duly and regularly served with summons and failed within the time allowed by law or at all to appear and plead to the complaint of the plaintiff and defendant's default for thus failing to appear has been duly and regularly entered. Evidence was introduced for an on behalf of the plaintiff, from which evidence it appears that the plaintiff is entitled to the relief demanded by his complaint;

Now, therefore, the Court being fully advised in the law and the premises;

It is hereby ordered, adjudged and decreed that a decree of divorce be and the same is hereby granted the plaintiff, Henry G. Thompson, of and from the defendant, Edna Thompson, upon the grounds of extreme cruelty and for fault of the defendant, and that certain marriage contracted between said parties at Long Branch, New Jersey on or about the 21st day of July, 1945, be and the same is hereby dissolved and said parties are and each of them is restored to the status of single persons.

It is further ordered, adjudged and decreed that the defendant's maiden name, of Edna Gross, be restored to her.

It is further ordered, adjudged and decreed that the following described personal property be and hereby is decreed to the plaintiff, Henry G. Thompson as his sole and separate property, to-wit: One 1940 P 10 Plymouth, automobile, Motor Number P10-121, 715 Serial Number 10949809.

Done and dated in Chambers at Pocatello, Idaho, this 16th day of March 1949.

L. E. Glennon
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

Decree of Divorce

Henry G. Thompson, Plaintiff -vs- Edna Thompson, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 28th day of March, 19 49.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

5890 FILED Anna Keefe

1969 MAR 28 AM 8:36

CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BANNOCK

MARIE WOODARD,)
Plaintiff,)
vs) DECREE
DAN R. WOODARD,)
Defendant.)

This cause came on regularly to be heard before the undersigned District Judge in his Chambers at Pocatello, Idaho, on the 18th day of March, 1949.

Plaintiff appearing in person and by her attorneys, Jones, Pomeroy & Jones and no appearing for or in behalf of the above named defendant and it appearing to the court that the defendant has accepted service of summons and complaint herein and has refused to demur, answer or plead to said complaint and has waived additional time within which to plead further and consented that default be entered against him and to an immediate hearing of said cause, without further notice, and expressly waived the making of findings of fact and conclusions of law;

UPON MOTION of the attorneys for plaintiff, default was entered against defendant. Evidence was offered and received for and in support of the complaint of plaintiff and no evidence was offered for and on behalf of defendant. Evidence being closed, the same was submitted to the court for consideration and decision and after due deliberation thereon the court ordered that judgment be entered in favor of plaintiff and against defendant in accordance with the prayer of said complaint.

NOW, THEREOFRE, the law and the evidence being by this court fully understood and considered;

IT IS ORDERED, ADJUDGED AND DECREED (1) that the bonds of matrimony now existing between plaintiff Marie Woodard and defendant Dan R. Woodard be and the same are hereby absolutely dissolved and each of the parties restored to the status of a single person; (2) that the care, custody and control of the minor child, to wit: Dana R. Woodard, of the age of 15 months be and he is hereby awarded to plaintiff herein, with right of visitation by defendant at any reasonable time and place; (3) that defendant be required to pay to plaintiff the sum of $30 a month for the support of said minor child; (4) that defendant be required to pay to the attorneys for plaintiff $150 for their services in the prosecution of this action.

Dated this 18th day of March, 1949

Isaac McDougall
ISAAC McDOUGALL
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Marie Woodard, Plaintiff -vs- Dan R. Woodard, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 28th day of March, 19 49

Anna Keefe

By ..... Deputy

Clerk, District Court, Ex-Officio Auditor and Recorder

12952

5891

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BANNOCK

FILED
Anna Keefe
1949 MAR 19 AM 11:32
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

ANDREW EARL THOMPSON,)
Plaintiff,)
vs)
MAE E. THOMPSON,)
Defendant.)

MODIFIED DECREE

This cause came on regularly to be heard before the Honorable Isaac Mc Dougall, one of the judges of the above entitled Court, of Pocatello, Idaho, upon application of the plaintiff to modify the decree of divorce made and entered on the 7th day of August, 1943.

The plaintiff appearing by his attorneys, Jones, Pomeroy & Jones and the defendant failing to appear either in person or by counsel; good cause being shown,

IT IS THEREFORE, ORDERED, that said decree be and the same is hereby amended that the plaintiff pay to the defendant the sum of $25.00 per month instead of $50.00 as originally provided, commencing on the 6th day of April, 1949, that said decree in all other respects shall remain in full force and effect.

Dated this 19th day of March, 1949.

Isaac McDougall.
ISAAC McDOUGALL
District Judge

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

MODIFIED DECREE

Andrew Earl Thompson, Plaintiff -vs- Mae E. Thompson, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 28th day of March, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

15710

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

1949 MAR 21 PM 2:40
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

5892

LYNN L. EWING,)
Plaintiff,)
-vs-)
HELEN EWING,)
Defendant.)
)

JUDGMENT AND DECREE

This cause came on regularly for hearing before the Honorable Isaac McDougall, District Judge of the above Court, at Pocatello, Bannock County, Idaho, on the 21 day of March, 1949. Plaintiff appeared in person and with his counsel, Black and Black of Pocatello, Idaho; defendant did not appear, either in person or by counsel.

IT APPEARED To the Court that Summons and Complaint in this cause were duly and regularly served by personal service thereof upon the defendant, but that said defendant failed within the time allowed by law, or at all, to appear and plead to or answer the Complaint of the plaintiff herein; and

IT FURTHER APPEARED That defendant is not in the Armed Forces of the United States and that the default of the defendant for failing to appear and plead was duly and regularly entered. Evidence both oral and documentary was thereupon introduced for and on behalf of plaintiff by plaintiff and a witness, and from the evidence, free from all objections as to its competency, the Court finds that all of the material allegations of plaintiff's Complaint are true and correct and such are found to be the facts, and that the plaintiff is entitled to the relief prayed for in the Complaint.

IT FURTHER APPEARED That, subsequent to the filing of the Complaint herein, the parties to this action entered into a written Stipulation, by the terms of which they agreed upon the division of the community property, custody of the minor children, alimony, support of the minor children, which Stipulation has been presented to the Court, and the Court further orders that said Stipulation is approved by the Court, and the terms thereof are hereinafter

incorporated in this Decree; and the making of findings of fact and conclusions of law were waived by both parties in said Stipulation, and by the default of the defendant.

NOW, THEREFORE, the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That plaintiff be and he is hereby awarded an absolute divorce from the defendant and that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved and held for naught, and that said parties are, and each of them is, restored to the status of a single person.

2. That the custody of the minor children, namely, Kathleen Ewing, aged 5 years; and Jennifer Ewing, aged 1 year, is hereby awarded to the defendant with the right on the part of plaintiff to visit said children, and have them in his home at reasonable times, and the minor daughter, Virlyn Ewing, now 16 years of age, may choose which parent she desires to live with at any and all times; and that, until further order of the Court, defendant shall assume responsibility of providing support of said children when they are with her, and plaintiff shall support them when they are with him.

3. That there is hereby awarded to plaintiff, as his sole and separate property, to-wit:

   All the right, title, and interest of the parties hereto in and to the following described property located in Bannock County, State of Idaho, to-wit:

   Lot 6, in Block 5, West Pocatello Townsite, Bannock County, Idaho.

   Also, the following described property:

   Household goods and furniture consisting of:

   Piano, radio, electric range, electric refrigerator, automatic laundry washer, living room set, bedroom set, two Children's bedroom sets, dinette set, kitchen furniture, cooking utensils, silverware, linen, curtains, carpeting, etc.

   1941 Chevrolet Automobile (2 Door Sedan)

   The defendant shall have no right, title, or interest in and to said property.

4. That the plaintiff is hereby required to pay and discharge all outstanding encumbrances against said property, and pay all present outstanding community debts of the parties.

Dated this 21 day of March, 1949.

ISAAC McDOUGALL
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Lynn L. Ewing, Plaintiff -vs- Helen Ewing, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 28th day of March, 19 49

By ..... Anna Keefe

Deputy — Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

FILED
Anna Keefe
1949 MAR 23 PM 4:50
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

#15650

5893

BERTHA LISH, :
Plaintiff, :
vs. : DECREE OF DIVORCE
LELAND LISH, :
Defendant, :

THIS CAUSE came regularly on for hearing upon the plaintiff's verified complaint, before the Court this 23rd day of March, 1949, the plaintiff appearing in person and by her attorney, L. E. Haight, and the defendant failing to appear, either by counsel or in person, the default of defendant having heretofore been entered according to law, and the defendant having by his default waived Findings of Fact and Conclusions of Law; and the Court having heard the testimony of the Plaintiff and her witness, and being fully advised in the premises, finds that the defendant has been regularly served with summons and complaint in this case, and that he has failed to answer or demur or in anywise plead to plaintiff's complaint; and the Court further finds,

That all of the allegations of the plaintiff's complaint are true and have been proven by Competent testimony and the Court further finds,

That the cause of action set forth in plaintiff's complaint arose within the State of Idaho, and the Court being fully advised in the premises,

ORDERES, ADJUDGES AND DECREES, that the bonds of matrimony heretofore existing between the plaintiff, Bertha Lish, and the Defendant, Leland Lish, be and the same are hereby wholly dissolved and the parties freed from the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Plaintiff is a fit and proper person to have the custody of the two minor children of this marriage, namely, Arlene May Lish

and Anita Kay Lish; and the Defendant shall have the right of reasonable visitation of these minor children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant be required to pay to the plaintiff, for her support and the support of her minor children the sum of $60.00, and the further sum of $50.00 alimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant, Leland Lish, has no claim whatsoever of any kind or nature against the plaintiff, Bertha Lish, for monies property-real or personal, or anything arising out of or by reason of the said marriage relation.

DATED this 23rd day of March, 1949.

Isaac McDougall
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Bertha Lish, Plaintiff -vs- Leland Lish, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 28th day of March, 19 49

By..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

HENRY McQUADE
~~PROSECUTING ATTORNEY~~
BANNOCK COUNTY
POCATELLO, IDAHO

5894

1537

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

FILED
Anna Keefe
1949 MAR 25 PM 12:52
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO.

DOROTHY SOLOMON,

Plaintiff,

-vs-

DONALD E. SOLOMON,

Defendant.

DECREE

- - -

This cause came on regularly to be heard and tried before the undersigned, one of the Judges of the above entitled Court, at Pocatello, Idaho, on the 25th day of March, 1949, the plaintiff appearing in person and by her attorney, Henry McQuade and the defendant appearing neither in person nor by counsel.

It appearing to the Court that the defendant has been served with Summons and Complaint and failed to appear or plead in said action within the time allowed by law or at all and default judgment has been duly entered against him.

Evidence was offered and received for and on behalf of the plaintiff in support of the allegations of her Complaint, from which it appears that each and every one of the allegations of the Complaint are true and such are found to be facts;

NOW, THEREFORE, The law and the evidence being by the Court understood and considered,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Dorothy Solomon and defendant, Donald Eugene Solomon, be, and the same are hereby dissolved and each of the parties is hereby restored to the status of a single person.

JUDGMENT RENDERED And entered at Pocatello, County of Bannock, State of Idaho, this 25th day of March, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Dorothy Solomon, Plaintiff -vs- Donald E. Solomon, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 28th day of March, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

15702

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

GENE P. SHOLLEY,)
Plaintiff,)
vs.)
DONALD C. SHOLLEY,)
Defendant.)
- - - - - - - - - - - - - - -)

FILED
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
1949 MAR 26 AM. 11:45

JUDGMENT AND DECREE

The above-entitled action having come on for trial before the Honorable Isaac McDougall, District Judge, this 26th day of March, 1949. Plaintiff appeared in person and with her attorneys, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has now expired, and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections, that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and she is hereby awarded an absolute divorce from the defendant.

2. That the custody and control of the minor child, namely, Sydnae Dawn Sholley, now aged 5 years, be, and the same is hereby

awarded to the plaintiff exclusively.

Dated this 26th day of March, 1949.

ISAAC McDOUGALL
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Gene P. Sholley, Plaintiff -vs- Donald C. Sholley, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 28th day of March, 19 49.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

5724

5896

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BANNOCK.

FILED
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
1949 MAR 26 AM 11:44

MAYNE BLACKWOOD,)

Plaintiff,)

vs.) JUDGMENT AND DECREE.

RAY T. BLACKWOOD,)

Defendant.)

The above-entitled action having come on for trial before the Honorable Isaac McDougall, District Judge, this 26th day of March, 1949. Plaintiff appeared in person and with her attorneys, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has now expired, and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections; that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises, and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and she is hereby awarded an absolute divorce from the defendant.

2. That the care, custody and control of the minor child, namely, Raymond Theodore Blackwood, be, and the same is awarded to the plaintiff nine (9) months out of the year, and is awarded to the defendant three (3) months out of the year; that the three months the defendant has the child is to be the vacation period between school terms.

3. That the defendant be, and he is hereby required to pay to plaintiff the sum of $30.00 per month for the support, maintenance and education of the said minor child, until said child shall reach the age of majority, or until further order of the Court, said sum to be paid as follows: The first payment to be made on the 1st day of April, 1949, and a like payment to be made on the 1st of each and every month thereafter.

4. That all of the household goods and furniture, consisting of the following;

One Coronado Refrigerator, 1 Coronado Washing Machine, 1 Coronado Radio-Phonograph combination, 1 platform rock, 1 set of Rogers & Sons Silverware,

be, and the same are hereby awarded to plaintiff as her sole and separate property, and the defendant has no further, right, title or interest in or to the same.

5. That the 1948 Kaiser automobile is hereby awarded to the defendant as his sole and separate property, and the plaintiff has no further right, title or interest in or to the same.

6. That the defendant be, and he is hereby required to pay to plaintiff or to her attorneys, Black & Black of Pocatello, Idaho, the sum of $100.00 attorneys fees for the prosecution of this action, said sum to be paid forthwith.

Dated this 26th day of March, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Mayne Blackwood, Plaintiff -vs- Ray T. Blackwood, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 28th day of March, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

1949 MAR 29 AM 11:13

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

15730

5897

PAUL DIEHM, :

Plaintiff, :

vs. : DECREE OF DIVORCE

JACQUELINE WILSON DIEHM, :

Defendant, :

THIS CAUSE came regularly on for hearing upon the plaintiff's verified complaint, before the Court this 29 day of March, 1949, the Plaintiff appearing in person and by his Attorney, L. E. Haight, and the defendant failing to appear, either by counsel or in person, the default of defendant having heretofore been entered according to law, and the defendant having by his default waived Findings of Fact and Conclusions of Law; and the Court having heard the testimony of the Plaintiff and his witness, and being fully advised in the premises, finds that the defendant has been regularly served with summons and complaint in this case, and that she has failed to answer or demur or in anywise plead to plaintiff's complaint; and the Court further finds,

That all of the allegations of the plaintiff's complaint are true and have been proven by competent testimony, and the Court further finds,

That the cause of Action set forth in plaintiff's complaint arose within the State of Idaho, and the Court being fully advised in the premises,

ORDERS, ADJUDGES AND DECREES, that the bonds of matrimony heretofore existing between the plaintiff, Paul Diehm, and the Defendant, Jacqueline Wilson Diehm, be and the same are hereby wholly dissolved and the parties freed from the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant's name by which she was known before said marriage

or in other words the Defendant's maiden name, to wit: Jacqueline Wilson, be and the same is hereby restored to her.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant, Jacqueline Wilson Diehm, has no claim whatsoever of any kind or nature against the plaintiff, Paul Diehm, for monies, property-real or personal, or anything arising out of or by reason of the said marriage relation.

DATED this 29thday of March, 1949.

Isaac McDougall
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Paul Diehm, Plaintiff -vs- Jacqueline Wilson Diehm, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of April, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

4

FILED
Anna Keeffe

1949 MAR 31 PM 4:44
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

5898

MAURINE M. JONES,

Plaintiff,

-vs-

JOHN G. JONES,

Defendant.

DECREE

- - -

This cause came on regularly to be heard and tried before the undersigned, one of the Judges of the above entitled Court, at Pocatello, Idaho, on the 31st day of March, 1949, the plaintiff appearing in person and by her attorney, Henry McQuade and the defendant appearing neither in person nor by counsel.

It appearing to the Court that the defendant has been served with Summons and Complaint and failed to appear or plead in said action within the time allowed by law or at all and default judgment has been duly entered against him.

Evidence was offered and received for and on behalf of the plaintiff in support of the allegations of her Complaint, from which it appears that each and every one of the allegations of the Complaint are true and such are found to be facts;

NOW, THEREFORE, The law and the evidence being by the Court understood and considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Maurine M. Jones and John G. Jones, defendant, be, and the same are hereby dissolved and each of the parties is hereby restored to the status of a single person.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That the care, custody and control of the said minor child of the parties in this action, be awarded to the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant be required to pay to the plaintiff, support and maintenance money for the plaintiff and the aforementioned minor child of the parties, the sum of ~~Two~~ One Hundred Twenty-five Dollars ($~~200~~.125.00) per month, beginning on the 1st day of April, 1949 and a like sum on the 1st day of each month thereafter, or until further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant be awarded the 1941 Chevrolet Coupe.

JUDGMENT RENDERED And entered at Pocatello, County of Bannock, State of Idaho, this 31st day of March, 1949.

ISAAC MCDOUGALL
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Maurine M. Jones, Plaintiff -vs- John G. Jones, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of April, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BEAR LAKE.

OLIVE M. BROWN,

Plaintiff,

-vs-

EUGENE C. BROWN,

Defendant.

5899

COPY

D E C R E E

This cause coming on regularly for hearing at Pocatello, Idaho, this 16th day of March, 1949, before the Honorable L.E.Glennon, District Judge of the Fifth Judicial District Of The State Of Idaho, at Chambers, and it appearing that the defendant, Eugene C. Brown, was duly and regularly served with process by personal service within the State of Idaho, according to law, and that he has failed to appear in any manner or at all herein although the time for appearance has fully expired, and the plaintiff being present in Court and represented by her attorney, G. Staudacher, and the defendant not appearing to contest this action, and the defendant's default having been duly and regularly entered, and the complaint of plaintiff taken as confessed, the Court proceeded to hear the evidence submitted by the plaintiff in support of her allegations contained in her complaint.

COPY

The Court having heard the testimony of the plaintiff and a witness in her behalf and having examined the evidence in support of the allegations of the complaint herein, and the matter having been submitted to the Court for judgment, and the Court having considered the evidence and being fully advised in the premises, finds: That all the material allegations of the plaintiff as set forth in her complaint herein are true, to-wit: That plaintiff is, and for more than one year preceeding the commencement of this action has been, a bona fide resident of the State of Idaho; that plaintiff and defendant intermarried at Paris, Idaho, on the 14th day of October, 1936, and ever since have been, and now are,

husband and wife; that there are no children the issue of said marriage; that there is no property of any kind or character belonging to plaintiff and defendant.

WHEREUPON, the testimony having been concluded, the case was submitted to the Court for final decision, and the Court being fully advised in the premises,

IT IS ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and the defendant be, and the same are, hereby dissolved absolutely, and that the said parties and each of them are hereby relieved of all the obligations of said marriage.

Done in open Court this 16th day of March, 1949.

COPY

/s/ L. E. GLENNON

Judge of the Fifth Judicial District
Court of the State of Idaho.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BEAR LAKE

ODA W. LARSEN,
Plaintiff,
-vs-
WAYNE R. LARSEN,
Defendant.

D E C R E E

* * * * * * * * * * * * *

The above entitled matter came duly on for hearing before the undersigned District Judge in his Chambers in Pocatello, Idaho, on the 23rd day of February, 1949.

The plaintiff appeared in person and by her attorney, F. E. Tydeman.

The defendant appeared not, either in person or by attorney.

The Court having duly considered the matter finds that a duly verified complaint was filed in this matter and a summons was duly issued. That the said summons was duly served upon the defendant, and the defendant, by a duly executed document, acknowledged service of said summons and filed herein his appearance and waiver wherein he appeared for all purposes by a general appearance, and the time within which the defendant was to answer the said complaint having passed, and the defendant having failed to appear and answer the said complaint within the time specified in the summons, his default has been entered herein, and the plaintiff is entitled to submit proof in support of the allegations of her complaint.

From the evidence of the plaintiff and one other person, it appears that the plaintiff was an actual bona fide resident of the State of Idaho for more than six weeks prior to the date of the filing of the said complaint and still resides in the said State of Idaho.

And it appearing further from the testimony of the plaintiff that the allegations of the complaint are true and supported by sufficient testimony and that the plaintiff is entitled to the relief prayed for in the said complaint.

It is, therefore, ordered, adjudged and decreed that the bonds of matrimony now existing between the parties hereto be and the same are hereby dissolved and set aside, and the parties are returned to the status of single persons.

That the automobile now in the possession of the defendant is awarded to him as his sole and separate property, and the furniture and the bank account of the parties hereto is hereby awarded to the plaintiff.

Dated: February 23rd, 1949.

Isaac McDougal
District Judge.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM.

EDNA HARRIS, Plaintiff, -vs- EARL M. HARRIS, Defendant.	(COPY) D E C R E E

The above entitled cause, having come on regularly for hearing this day before the Honorable Preston Thatcher, the plaintiff appearing in person and by her attorney, Robert M. Kerr, Jr., and the defendant not appearing, either in person or by attorney, and the defendant having been personally served with process, and the time allowed by law for answering having expired, and an Affidavit having been filed setting forth facts showing that the defendant is not in military service, and the default of the defendant having been entered according to law, and the defendant, by such default, having waived the making of findings of fact and conclusions of law, and the Court having heard and considered the evidence introduced on behalf of the plaintiff, consisting of the oral testimony of certain witnesses and it appearing satisfactorily to the Court that each and all of the material allegations and averments in the plaintiff's Complaint are true;

NOW, THEREFORE, the Court being fully advised in the law and the premises, finds that the said plaintiff is entitled to the relief prayed for; and

IT IS ORDERED, ADJUDGED AND DECREED that plaintiff above named is entitled to a divorce from the defendant above named upon the grounds stated in her Complaint and that the bonds of matrimony heretofore existing between the plaintiff, Edna Harris, and the defendant, Earl M. Harris, be, and the same are hereby absolutely dissolved and the said parties are, and each of them is, hereby

relieved from the obligations thereof and restored to the status of single persons.

IT IS FURTHERED ORDERED that the care, custody and control of the minor children of the parties, namely, Marilyn Harris, daughter, age 10; Karen Harris, a duaghter, age 9; Ellen Harris, daughter, age 8; Gloria Harris, daughter, age 6; Dale Harris, son, age 5; David Harris, son, age 3; and Danny Harris, son, age 2; be, and the same is hereby awarded to the plaintiff herein.

IT IS FURTHER ORDERED that the defendant pay to the plaintiff the sum of $75.00, on or before the 15th day of March, 1949, and a similar sum on or before the 15th day of each and every month thereafter for the support, maintenance and education of the said minor children and that the Court shall retain jurisdiction of this cause for any further order or judgment that may be necessary herein for the support, maintenance and welfare of said minor children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant pay to the plaintiff the sum of $92.30 as and for the balance of reasonable attorney's fees and costs incurred in the prosecution of this action and that the plaintiff have judgment against the defendant for said sum, together with interest thereon at the rate of six per cent per annum from the date hereof until paid.

Dated this 2nd day of March, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO)
: ss.
County of Bingham)

I HEREBY CERTIFY the foregoing to be a full, true and correct copy of the original DECREE OF DIVORCE on file in my office in the above entitled action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the above named Court this 2nd day of March, 1949.

V. F. WOOTTON
Clerk

By Marie J. Randall Deputy

5902 State

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM.

ALTA KATHERINE WINN LARNER,

Plaintiff,

-vs-

WALTER JENNINGS LARNER,

Defendant.

COPY

FINAL JUDGMENT AND DECREE OF DIVORCE

The above entitled action having been brought on regularly to be heard and tried before the Honorable Preston Thatcher, Judge of the above entitled Court, sitting without a jury, on the 9th day of March, 1949, upon Complaint of the plaintiff herein and Answer thereto, filed on behalf of the defendant herein, the plaintiff appearing in person and with her counsel of record, Donald R. Good, Esq., and the defendant appearing herein by his counsel , Messrs. Black & Black, attorneys at Law, Pocatello, Idaho, and the Court having heard and approved the stipulations of counsel waiving Findings of Fact and Conclusions of Law and with respect to the disposition of the property rights of the parties hereto and having also heard the evidence and testimony of the witnesses on behalf of the plaintiff herein in support of the allegations of her Complaint heretofore filed herein and the defendant having failed to offer any evidence or testimony in support of the allegations of the Answer of the defendant heretofore filed herein and the Court being fully advised in the premises finds in favor of the plaintiff and against the defendant.

NOW, THEREFORE, upon Motion of Donald R. Good, Esq., attorney of record for plaintiff, it is hereby Ordered, Adjudged and Decreed by the Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided, the said Court does hereby Order, Adjudge and Decree that the marriage between the plaintiff, Alta Katherine Winn Larner, and the said defendant, Walter Jennings Larner, be dissolved, and the same is hereby dissolved accordingly, and the said parties are,

and each of them is freed absolutely and released from said bonds of matrimony and all of the obligations thereof, and restored to the status of single persons.

IT IS HEREBY FURTHER SO ORDERED, ADJUDGED AND DECREED that plaintiff's name be, and the same is changed and restored to that of Alta Katherine Winn.

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that the following described personal property, to-wit:

> One Ford (1937 Model) Coach;
> Household furniture and fixtures consisting of One Hoffman radio-phonograph, one studio couch, one chest of drawers, one buffet, one Eureka vacuum cleaner, one Westinghouse automatic washing machine, one pressure cooker, one dresser, one oil heater, and miscellaneous dishes, cooking utensils, linens, silverware and bedding.

be, and the same is hereby awarded to the plaintiff, Alta Katherine Winn Larner, subject to all existing liens and incumbrances, as her sole and separate property, free from all right, title, claim or interest of the defendant in or to the same, or any part or portion thereof; the said plaintiff to pay and discharge all existing liens and incumbrances thereon.

IT IS HEREBY FURTHER SO ORDERED, ADJUDGED AND DECREED that all the rest, residue and remainder of the personal property mentioned and described in plaintiff's Complaint and any other community property belonging to the parties be, and the same is hereby awarded to the defendant as his sole and separate property, free from all right, title, claim or interest of the plaintiff in or to the same, or any part or portion thereof, subject to all existing liens and incumbrances thereon, which the said defendant shall pay and discharge and save plaintiff harmless from any liability in connection therewith.

Dated this 9th day of March, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO)
County of Bingham. } ss.

I HEREBY CERTIFY that the within is a full, true and correct copy of the original decree made and entered by the said District Court in the above-entitled action on the 9th day of March, 1949.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho, this 9th day of March 1949.

V. F. Wootton
Clerk and Ex-Officio Recorder.

By Von Rose Stringham
Deputy.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

Mercedes Baldwin,
Plaintiff
vs.
Lafayette C. Baldwin,
Defendant

D E C R E E

In this action the defendant, Lafayette C. Baldwin having been duly and regularly served with summons and complaint in Bingham County, Idaho, and having acknowledged in writing service thereof and entered his appearance herein and consented that default be entered against him if he did not answer or plead to the complaint within five days from the date thereof, and the time allowed for answering herein having expired and defendant having failed to either answer or plead further to the plaintiff's complaint and the default of said defendant having been duly and regularly entered according to law, this cause came on regularly for trial before Hon. Preston Thatcher, Judge of the above entitled Court at Blackfoot, Bingham County, Idaho, on the 9th day of March, 1949, upon the complaint of the plaintiff and default of defendant as aforesaid, J. H. Andersen, Esq., appearing on behalf of plaintiff and defendant not appearing either in person or by counsel the Court proceeded to hear the evidence adduced on behalf of the plaintiff from which it satisfactorily appears to the Court that all of the material allegations of plaintiff's complaint are proved by competent evidence, free from exception or objection as to its sufficiency, relevancy and admissibility and that plaintiff is entitled to the relief prayed for in the complaint.

Now, therefore, the Court being fully advised in the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the plaintiff, Mercedes Baldwin and the defendant, Lafayette C. Baldwin, be, and the same are hereby absolutely dissolved and said parties are and each of them is hereby released from all the obligations

thereof and said parties are hereby restored to the status of single persons.

Dated this 9th day of March, 1949.

Preston Thatcher
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham.)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree made and entered by the said District Court in the above-entitled action on the 9th day of March, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 9th day of March, 1949.

V. F. Wootton, Clerk of said District Court.

By Von Niese Stringham Deputy.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

ZINA H. RACKER, Plaintiff, -vs- WILFORD E. RACKER, Defendant.	(COPY) D E C R E E

The above entitled cause having come on regularly for hearing this day before the Honorable Preston Thatcher, the plaintiff appearing in person and by her attorney, Robert M. Kerr, Jr., and the defendant not appearing, either in person or by attorney, and the defendant having been personally served with process and the time allowed by law for answering having expired, and an Affidavit having been filed, setting forth facts showing that the defendant is not in military service, and the default of the defendant having been entered according to law, and the defendant by such default waiving the making of Findings of Fact and Conclusions of Law, and the Court having heard and considered the evidence introduced on behalf of the plaintiff, consisting of the oral testimony of certain witnesses and it appearing satisfactorily to the Court that each and all of the material allegations and averments in the plaintiff's Complaint are true;

NOW, THEREFORE, the Court, being fully advised in the law and the premises, finds that the plaintiff is entitled to a decree of divorce as prayed in said Complaint, and

IT IS ORDERED, ADJUDGED AND DECREED, that the plaintiff is entitled to a divorce from the defendant on the grounds of extreme cruelty and that the bonds of matrimony heretofore existing between the said Zina H. Racker and the said Wilford E. Racker, be, and the same are hereby absolutely dissolved and each of them is hereby relieved from the obligations thereof and restored to the status of

single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the community property mentioned in said Complaint, to-wit: a rug and an equity in a second-hand refrigerator, be, and the same is hereby awarded and set apart to the plaintiff as her sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff is the owner, as her separate property, acquired prior to marriage, of all of the rest of the household goods, furniture and fixtures of the parties and the following described premises situated in the County of Bingham, State of Idaho, to-wit:

> Lots Ten, Eleven and Twelve in Block Three of Tanner's Addition to the City of Blackfoot, according to the recorded plat thereof;
>
> Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Done in open Court this 10th day of March, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO)
: ss.
County of Bingham)

I hereby certify the foregoing to be a full, true and correct copy of the original DECREE OF DIVORCE on file in my office in the above entitled action;

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the above named Court this 10th day of March, 1949.

V. F. WOOTTON
Clerk

By Marie J. Randall
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

Billee V. Mains,
Plaintiff

vs.

Delbert Lee Mains,
Defendant

D E C R E E

In this action the defendant, Delbert Lee Mains, having been duly and regularly served with summons and complaint in Bingham County, Idaho, and having acknowledged in writing service thereof and entered his appearance herein and consented that default be entered against him if he did not answer or plead to the complaint within ten days from the date thereof, and the time allowed for answering herein having expired and defendant having failed to either answer or plead further to the plaintiff's complaint and the default of said defendant having been duly and regularly entered according to law, this cause came on regularly for trial before Hon. Preston Thatcher, Judge of the above entitled Court at Blackfoot, Bingham County, Idaho, on the 23rd day of March, 1949, upon the complaint of the plaintiff and default of defendant as aforesaid, J. H. Andersen, Esq., appearing on behalf of plaintiff and defendant not appearing either in person or by counsel, the Court proceeded to hear the evidence adduced on behalf of the plaintiff from which it satisfactorily appears to the Court that all of the material allegations of plaintiff's complaint are proved by competent evidence, free from exception or objection as to its sufficiency, relevancy and admissibility and that plaintiff is entitled to the relief prayed for in the complaint.

Now, therefore, the Court being fully advised in the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony now existing between the plaintiff, Billee V. Mains, and the defendant, Delbert Lee Mains, be, and the same are hereby absolutely dissolved and said parties are, and each of them is hereby released from all the obligations thereof

and said parties are hereby restored to the status of single persons.

IT IS FURTHER ORDERED that the custody of the minor child of said parties namely, Fritzi Lee Mains, be and the same is hereby awarded to the plaintiff.

Dated this 23rd day of March, 1949.

Preston Thatcher
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 23rd day of March, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 24th day of Mardh, 1949.

V. F. Wootton, Clerk of said District Court.

By Marie J. Randall
Deputy

X

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

Rosetta Lent,
Plaintiff
vs.
Charles Lynn Lent,
Defendant

D E C R E E

In this action, the defendant, Charles Lynn Lent, having been duly and regularly personally served with summons and complaint at Blackfoot, Bingham County, Idaho, and the time allowed by law for pleading or answering herein having expired and said defendant having failed to either appear, plead or answer to the plaintiff's complaint and the default of said defendant having been duly and regularly entered according to law, this cause came on regularly to be heard before Hon. Preston Thatcher, Judge of the above entitled Court at Blackfoot, Bingham County, Idaho, on the 23rd day of March, 1949, upon the complaint of the plaintiff and the default of the defendant as aforesaid, J. H. Andersen, Esq., appearing on behalf of the plaintiff and the defendant not appearing either in person or by counsel, the Court proceeded to hear the evidence adduced on behalf of the plaintiff from which it satisfactorily appears to the Court that all of the material allegations of the plaintiff's complaint are proved by competent evidence, free from exception or objection as to its sufficiency, relevancy and admissibility and that the plaintiff is entitled to decree of divorce upon the grounds of extreme cruelty.

And it further appearing from the evidence herein that the plaintiff and defendant are the owners of certain furniture and fixtures for the furnishing of a home at Thomas, Idaho, which has been moved to Blackfoot, Idaho, and is in the possession of the plaintiff in her apartment in said place, the principal items of which are:

One Electric Frigidaire Stove.
One Philco Electric Refrigerator
One Dining Room Suite
One Living Room rug and pad
One Overstuffed set consisting of couch and two chairs.

End tables
One Bredroom suite complete with mattress,
springs and bedding
Linens
Kitchen table and chairs
Washing machine
Various other household items, including
sewing machin, dishes and utensils

Three automobile milk trucks

And it further appearing from the evidence herein that all of said milk trucks have been repossessed by Mortgagees or Conditional Sales Vendors and that it is possible that there are certain equities belonging to the parties hereto still existing in said trucks and it further appearing that the defendant has heretofore been served with notice and order to show cause requiring him to appear before the Court on the 9th day of March, 1949, to show cause why he should not pay the plaintiff or her attorney, such reasonable sums as the Court shall fix as temporary alimony and child support, and the further sums of $25.00 suit money and $150.00 as counsel fees to enable the plaintiff to prosecute this action; and the Court having on the 12th day of March, 1949, pursuant to said order to show cause, made an order directing and requiring the defendant within ten days from the date of receipt of said order to pay the plaintiff or her attorney, J. H. Andersen, at Blackfoot, Idaho, the sum of $20.00 suit money and $75.00 as temporary attorney's fees to enable plaintiff to prosecute this action.

And it further appearing that said defendant did not appear at said hearing in response to the Order of the Court and that he thereafter left the State of Idaho, and that his present whereabouts are wholly unknown.

And it further appearing that since the commencement of this action and the service of the injunction herein enjoining the defendant from selling or in any manner disposing of any of the community property belonging to said parties, that said defendant disposed of a rack that was on one Chevrolet truck mentioned in the complaint and that he received in cash therefor the sum of

$100.00 in violation of the order of this Court.

And it further appearing that the plaintiff is a fit and proper person to have the care and custody of the minor child of said parties,

Now, therefore, the Court being fully advised in the law and the premises;

IT IS HEREBY ORDERED, ADJUDGED and DECREED that the bonds of matrimony now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved and said parties are, and each of them is hereby released from the obligations thereof and are hereby restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the plaintiff be and she is hereby awarded all of the furniture, fixtures and household equipment, utensils, dishes, etc., as described in the plaintiff's complaint and hereinabove described, as her sole and separate property, free from any right, title, or interest of the defendant in or to the same, or any part thereof and that she is hereby awarded any equity that may remain in said milk trucks, one GMC truck and one Chevrolet truck which are now in possession of the Blackfoot Motor Company at Blackfoot, Idaho.

IT IS FURTHER ORDERED that until further order of the Court herein the plaintiff be, and she is hereby awarded the custody of the minor child of said parties namely, Linda Lent, a daughter of the age of seven years; provided: that the defendant may see such minor daughter at reasonable and covenient times so long as he is not in default in the payment of support, as hereinafter set forth, attorney's fees, and costs and so long as he is not in default in any of the other provisions of this decree or the restraining order hereinbefore issued and served upon the said defendant which said restraining order is hereby made permanent.

IT IS FURTHER ORDERED that until further order of the Court herein, the defendant pay to the plaintiff the sum of $100.00 on or before the 15th day of each and every month hereafter commencing with the month of April, 1949, for the support, maintenance and education of the minor child of said parties and

that said payments shall continue monthly as aforesaid, until said minor child shall have attained her majority.

IT IS FURTHER ADJUDGED that for the violation of the order of this Court, that the said defendant, Charles Lynn Lent is now and continues to be and is hereby adjudged to be in contempt of Court for failure to comply with said order to show cause and for violation of said injunction or restraining order heretofore served upon him, and it is hereby ordered that a bench warrant may issue at anytime hereafter directed to the Sheriff of Bingham County, Idaho, and requiring him to seize the said defendant and bring him before the Court for punishment as for contempt of this Court at anytime that said Sheriff may find said defendant within the jurisdiction of this Court.

IT IS FURTHER ORDERED AND ADJUDGED that the plaintiff have and recover of and from the defendant, the sum of $95.00 costs and attorney's fees incurred in this action and that execution may issue therefor.

Dated this 23rd day of March, 1949.

Preston Thatcher
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 23rd day of March, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 24th day of March, 1949.

V. F. Wootton, Clerk of said District Court

By Marie J. Randall Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

EMMA JEAN PATTERSON, Plaintiff, -vs- ERNEST PATTERSON, Defendant.	DECREE

In this cause the above-named defendant, Ernest Patterson, having been regularly served with process and said defendant having failed to Answer, Demur or otherwise plead to the plaintiff's Complaint on file herein, and the legal time for answering having expired, and the Default of said defendant having been heretofore duly entered according to law, said cause came on regularly for hearing this day before the Judge of the above-entitled Court, at Blackfoot, Bingham County, Idaho, H. William Furchner, Esq., appearing for the plaintiff and no appearance being made by the defendant either in person or by counsel; and the Court having heard the testimony of the plaintiff, Emma Jean Patterson, and of Emma Baker, witness for the plaintiff, the plaintiff rested, and said cause was submitted to the Court for consideration and decision; and the Court being advised in the law and the premises finds that each and all of the allegations of plaintiff's Complaint are proved and are true, and that such allegations are proved by evidence free from any objection as to its admissibility, relevancy and materiality, and that the facts so proved are sufficient to entitle the plaintiff to the relief prayed for in her Complaint; and it further appearing to the Court that the defendant, Ernest Patterson, is not now in the military service of the United States;

IT IS ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Emma Jean Patterson,

and the defendant, Ernest Patterson, be, and the same are hereby absolutely dissolved, and that said parties be, and they hereby are restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be and she is hereby restored to her maiden name of Emma Jean Baker.

Dated this 30th day of March, 1949.

Preston Thatcher
District Judge.

STATE OF IDAHO)
:
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce made and entered by the said District Court in the above-entitled action on the 30th day of March, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court this 30th day of March, 1949.

V. F. Wootton
Clerk

By: Von Rice Munson
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM.

EVA LOPEZ,)
Plaintiff,)
-vs-) JUDGMENT AND DECREE 5908
JOHN LOPEZ)
Defendant.)

This cause came on regularly for hearing before the Honorable Preston Thatcher, District Judge of the above Court, at Blackfoot, Bingham County, Idaho, on the 30th day of March, 1949, Plaintiff appeared in person andw ith her counsel, Black and Black of Pocatello, Idaho; defendant did not appear either in person or by counsel.

IT APPEARED To the Court that Summons and Complaint in this cause were duly and regularly served by personal service thereof upon the defendant, but that sais defendant failed within the time allowed by law, or at all, to appear and plead to or answer the Complaint of the plaintiff herein; and

IT FURTHER APPEARED That defendant is not in the Armed Froces of the United States and that the default of the defendant for failing to appear and plead was duly and regularly entered. Evidence both oral and docementary was thereupon introduced for and on behalf of plaintiff by plaintiff and a witness, and from the evidence, free from all objections as to its competency, the Court finds that all of the material allegations fo plaintiff's Complaint are true and correct and such are found to be the facts, and that the plaintiff is entitled to the relief prayed for in the Complaint.

IT FURTHER APPEARED That, subsequent to the filing of the Complaint herein, the parties to this action entered into a written Stipulation, by the terms of which they agreed upon the division of the comunity property, custody of the minor children, alimony, support of the minor children, which Stipulation has been presented to the Court, and the Court further orders that said Stipulation is approved by the Court, and the terms thereof are hereinafter incorporated in

this Decree; and the making of findings of facts and conclusions of law were waived by both parties in said Stipulation, and by the default of the defendant.

NOW, THEREFORE, The Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That plaintiff be, and she is hereby awarded an absolute Divorce from the defendant and that the bonds of matrimony heretofore existing between the plaintiff and defendant be, and the same are hereby dissolved and held for naught, and that said parties are, and each of them is, restored to the status of a single person.

2. That the care, custody, and control of the two minor children, namely, Michael Lopez, now aged two years, and Timothy Lopez, now aged five months, is hereby awarded to plaintiff with the right on the part of the defendant to visit said children at reasonable times when he is not not in default in the making of the payment for their maintenance and support.

3. That the defendant is hereby required to pay to the plaintiff for the support and maintenance of said minor children the sum of $50.00 per month, the first payment to be paid on the first day of April, 1949, and a like sum to be paid on the first of each and every month thereafter until said children arrive at the age of 18 years, or until further order of the Court.

4. That the defendant is hereby required to pay to plaintiff for her use in paying her attorneys for the prosecution of this action the sum of $125.00, together with $20.00 costs of palintiff herein, and said amounts shall be paid forthwith.

5. That there is hereby awarded to defendant as his sole and separate property, to-wit:

   Dwelling house located at Nampa, Idaho
   1946 Ford Sedan Automobile

   and plaintiff shall have no further right, title or interest in and to the same.

6. That there is hereby awarded to plaintiff, as her sole and separate property, the furniture belonging to plaintiff and defendant, and defendant shall have no further right, title, or interest in and to the same.

Dated this 30th day of March, 1949.

Preston Thatcher
District Judge.

STATE OF IDAHO)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce made and entered by the said District Court in the above-entitled action on the 30th day of March, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court this 1st day of April, 1949.

V. F. Wootton, Clerk

By: Lou Nisse Munson
Deputy.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

CATHALENE PARKER BERNATSCHKE,
Plaintiff,
-VS-
RUDOLF ANTON BERNATSCHKE,
Defendant.

DECREE.

This cause coming on to be heard before the Court this 3rd day of March, 1949, the plaintiff being present in person and being represented by Everett B. Taylor, her attorney, the defendant being represented by Joseph McFadden, his attorney, the following proceedings were had:

It appearing to the Court that a duly verified answer had been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agreed that the said action should be tried before the Court, without a jury, at this time, and that each of the said parties were ready for trial. The Court after hearing the testimony submitted for and on behalf of the plaintiff, which was duly corroborated, and the issue of the plaintiff's domicile having been contested, and both sides having rested; the Court having considered the law and the evidence, now finds that all material allegations of the complaint are true and correct; that plaintiff is, and for more than six weeks immediately prior to the filing of the complaint in this action has been a bona fide resident of Blaine County, State of Idaho, in which County she had her place of residence and domicile, and the Court having rendered its decision herein in writing, consisting of findings of fact and conclusions of law, which said decision is in favor of said plaintiff.

NOW, therefore, in accordance therewith, IT IS ORDERED, ADJUDGED, AND DECREED, That the marriage between the plaintiff Cathalene Parker Bernatschke, and the defendant Rudolf Anton Bernatschke, be dissolved

and said parties and each of them is freed and released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the plaintiff's maiden name of Cathalene Parker, be restored to her.

Done in Open Court at Hailey, Idaho, this 3rd day of March, 1949.

FILED AND ENTERED
Mar. 3, 1949.
B. P. Thamm,
Clerk District Court
Blaine County, Idaho

D. H. Sutphen
DISTRICT JUDGE.

State of Idaho,)
) ss.
County of Blaine,)

I, B. P. Thamm, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original Divorce Decree in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 3rd day of March, 1949.

Attest: B. P. Thamm Clerk.
By Ruby O. Gilchey Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

FLORENCE K. STEVENSON,
Plaintiff,
-VS-
STUART DAVIS STEVENSON,
Defendant.

D E C R E E.

This cause coming on to be heard before the Court this 2nd day of March, 1949, the plaintiff being present in person and being represented by Everett S. Taylor, her attorney, the defendant being represented by Joseph McFadden, his attorney, the following proceedings were had:

It appearing to the Court that a duly verified answer had been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agreed that the said action should be tried before the Court, without a jury, at this time, and that each of the said parties were ready for trial. The Court after hearing the testimony submitted for and on behalf of the plaintiff, which was duly corroborated, and the issue of the plaintiff's domicile having been contested, and both sides having rested; the Court having considered the law and the evidence, now finds that all material allegations of the complaint are true and correct; that plaintiff is, and for more than six weeks immediately prior to the filing of the complaint in this action has been a bona fide resident of Blaine County, State of Idaho, in which County she had her place of residence and domicile, and the Court having rendered its decision herein in writing, consisting of findings of fact and conclusions of law, which said decision is in favor of said plaintiff.

NOW, therefore, in accordance therewith, IT IS ORDERED, ADJUDGED, AND DECREED, That the marriage between the plaintiff Florence K. Stevenson, and the defendant Stuart Davis Stevenson, be dissolved

and said parties and each of them is freed and released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the plaintiff's former name of Florence Kendall, be restored to her.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the Agreement between the parties made as of the 18th day of December, 1948, marked Plaintiff's Exhibit "A", on file in this Court, providing for a property settlement between the parties, be approved and ratified.

Done in Open Court at Hailey, Idaho, this 3rd day of March, 1949.

FILED AND ENTERED
MAR. 3, 1949
B. P. Thamm,
Clerk, District Court
Blaine County, Idaho

D. H. Sutphen
DISTRICT JUDGE.

State of Idaho,)
) ss.
County of Blaine,)

I, B. P. Thamm, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original Divorce Decree in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 3rd day of March, 1949.

Attest: B. P. Thamm, Clerk.
By Judy O. Gilskey, Deputy

4

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

MARIANNE FACKLER,
Plaintiff,
-VS-
DAVID E. FACKLER,
Defendant.

D E C R E E.

This cause coming on to be heard before the Court this 3rd day of March, 1949, the plaintiff being present in person and being represented by Everett E. Taylor, her attorney, the defendant being represented by Joseph McFadden, his attorney, the following proceedings were had:

It appearing to the Court that a duly verified answer had been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agreed that the said action should be tried before the Court, without a jury, at this time, and that each of the said parties were ready for trial. The Court after hearing the testimony submitted for and on behalf of the plaintiff, which was duly corroborated, and the issue of the plaintiff's domicile having been contested, and both sides having rested; the Court having considered the law and the evidence, now finds that all material allegations of the complaint are true and correct; that plaintiff is, and for more than six weeks immediately prior to the filing of the complaint in this action has been a bona fide resident of Blaine County, State of Idaho, in which County she had her place of residence and domicile, and the Court having rendered its decision herein in writing, consisting of findings of fact and conclusions of law, which said decision is in favor of said plaintiff.

NOW, therefore, in accordance therewith, IT IS ORDERED, ADJUDGED, AND DECREED, That the marriage between the plaintiff Marianne Fackler,

and the defendant David E. Fackler, be dissolved and said parties and each of them is freed and released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the Agreement between the parties made as of the 7th day of January, 1949, marked Plaintiff's Exhibit "A", on file in this Court, providing for the custody of said minor child be approved and confirmed.

Done in Open Court at Hailey , Idaho, this 3rd day of March, 1949.

D. H. Sutphen
DISTRICT JUDGE.

FILED AND ENTERED
MAR. 3, 1949
B. P. Thamm,
Clerk District Court
Blaine County, Idaho

State of Idaho,)
) ss.
County of Blaine,)

I, B. P. Thamm, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original Divorce Decree in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 3rd day of March, 1949.

Attest: B. P. Thamm, Seal.
By Ruby O. Gelskey, Deputy

5912

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE.

Murrey H. Harris,
Plaintiff,

-vs-

Doris Gwendolyn Harris,
Defendant.

DECREE OF DIVORCE.

THIS CAUSE coming on to be heard before the Judge this 21st day of March, 1949; the plaintiff appearing in person and by his attorney, L. L. Sullivan, and the defendant not appearing, and it appearing that the defendant has been duly served with Summons and copy of the Complaint herein, and it also appearing that the defendant has filed herein her Written Admission of Service of Summons and Complaint and Waiver of Time to plead; and it further appearing that the defendant has failed to plead or answer or appear at the hearing hereof, the default of the defendant was duly entered according to law; and proofs having been regularly taken herein, from which it appears that the allegations of the Complaint are sustained by the testimony, and that the matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in the Complaint, and the Court being fully advised in the premises; NOW, on motion of L. L. Sullivan, counsel for plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between plaintiff and defendant be wholly dissolved, and the same is hereby dissolved accordingly; and further that defendant's name, Doris Gwendolyn Nash, being her maiden name, be restored to her.

DONE IN CHAMBERS at Gooding, Idaho this 21st day of March, 1949.

D. H. SUTPHEN,

District Judge.

FILED and ENTERED
March 21, 1949
Ruby O. Gelskey,
Clerk District Court, Blaine County, Idaho.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BLAINE

MURRAY H. HARRIS,

Plaintiff

vs.

DORIS GWENDOLYN HARRIS,

Defendant

CLERK'S CERTIFICATE OF TRUE COPY

STATE OF IDAHO, }
County of Blaine, } ss.

I, RUBY O. GELSKEY, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original... DECREE OF DIVORCE ...in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 21st day of March, A. D. 19 49

Attest: Ruby O. Gelskey Clerk.

By.....Deputy.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BOISE COUNTY

DISTRICT COURT
BOISE COUNTY, IDAHO
Filed March 4 1949
Catherine M. Brogan
County Clerk
DECREE
DEPUTY

ANNA L. KLEINKOPF
Plaintiff

vs.

JOHN E. KLEINKOPF
Defendant

O F

D I V O R C E

THIS CAUSE coming on regularly to be heard on the 8th day of March 1949, before the Court without a jury, the Plaintiff appearing in person and by her attorney, Edward G. Rosenheim, and the defendant not appearing either in person or by attorney; and it appearing to the Court that summons in the above entitled case and action has been heretofore duly and regularly made, and due process by due service had upon the defendant; the default of the defendant having been duly entered for failure to plead to the Plaintiff's complaint, the time within which an answer must be filed having expired;

Plaintiff introduced evidence in proof of the allegations of her complaint, and in corroboration thereof, and from such evidence, the Court finds that all the allegations in plaintiff's complaint are true:

That plaintiff has resided in Ada County, State of Idaho, for more than six weeks next preceding the commencement of this action; that plaintiff and the defendant intermarried on July 19, 1931, at Twin Falls, Idaho, and have been married ever since; that there was born to said parties as the issue of said marriage two children, Richard Keith, born January 24th., 1933, and Carmen Joy, born April 14, 1934, minors, ages 15 and 14 yaars respectively.

LAW OFFICES
EDWARD G. ROSENHEIM
SUITE 203-204 YATES BLDG.
P. O. BOX 2315
BOISE, IDAHO
PHONE 4371

Both minor children are living.

That the defendant has treated the plaintiff in a cruel and inhuman manner, and has mistreated the plaintiff without provocation, and that plaintiff has been without fault.

That the parties hereto did on the 3rd. day of November, 1948, enter into a property settlement agreement, which said agreement has been introduced in evidence in this cause, and the court having been fully advised in the law and premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

(1)

That Anna L. Kleinkopf, the plaintiff aforesaid, be and she is hereby granted a divorce from John E. Kleinkopf, the defendant above named; that the bonds of matrimony heretofore existing between them be dissolved, and set aside, and the said parties are relieved from any further obligation under said marriage, and they are each restored to the status of unmarried persons.

(2)

That the plaintiff, Anna L. Kleinkopf, be and she is hereby granted the care and custody and control of the minor children, Richard Keith, and Carmen Joy, with the privilege granted the defendant John E. Kleinkopf to visit said children at reasonable times and places.

(3)

That the property settlement referred to and executed between the parties hereto on November 3rd., 1948, and which has been introduced into evidence in this cause, is hereby approved and declared in all respects fair and equitable; that plaintiff Anna L. Kleinkopf is hereby awarded all the household furniture furnishings, s, dishes, kitchen utensils, electrical appliances and all other personal property of every kind and nature used in the home in which she now living at 1507 Lincoln Avenue, in Boise, Ada County, Idaho, now to be her sole and separate property.

LAW OFFICES
EDWARD G. ROSENHEIM
SUITE 203-204 YATES BLDG.
P. O. BOX 2315
BOISE, IDAHO
PHONE 4371

(4)

The following described real property is hereby awarded and declared to be the sole and separate property of the plaintiff, Anna L. Kleinkopf:

Lots Three (3) and Four (4), Block Twenty-four (24), Dundee Second Subdivision, in Boise, Ada County, Idaho

(5)

That certain automobile described as a 1941 Plymouth Sedan, is hereby awarded to and declared to be the sole and separate property of the defendant, John E. Kleinkopf.

(6)

Defendant, John E. Kleinkopf is hereby ordered to pay to said Anna L. Kleinkopf the monthly sum of Eighty($80.00) Dollars each and every month for the support and maintenance of the two minor children of the parties, to wit; Richard Keith Kleinkopf, age 15 years and Carmen Joy Kleinkopf, age 14 years, until said minor children arrive at legal age, to be paid on the first of each month

Dated and signed this 8th day of March, 1949.

Leo F. Koelsch

District Judge

STATE OF IDAHO, County of Boise } ss.

I, KATHERINE M. BROGAN, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Boise, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce entered in the case of ANNA L. KLEINKOPF -vs- JOHN E. KLEINKOPF, March 8th, 1949, and duly recorded in Book 6 of Judgment Record at page 214

filed in the above entitled action and remaining now on file in my office at Idaho City, Boise County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 11th day of March, 1949.

By Emily Hall, Deputy. Katherine M. Brogan, Clerk.

LAW OFFICES
EDWARD G. ROSENHEIM
SUITE 203-204 YATES BLDG.
P. O. BOX 2315
BOISE, IDAHO
PHONE 4371

IN THE DISTRICT COURT

OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BOISE

IN THE DISTRICT COURT
BOISE COUNTY, IDAHO
Filed March 11, 1949 M.
Katherine M. Sharp CLERK
Clara Ray DEPUTY

CHARLOTTE MARIE CHAPMAN,

Plaintiff,

vs

FLOYD WILLIAM CHAPMAN,

Defendant.

JUDGMENT AND DECREE

This cause, coming on regularly to be heard on the 8th day of March, 1949, before the Court without a jury, Paris Martin, Esq. of the firm of Martin & Balleisen, counsel for the plaintiff, appearing for said plaintiff, and defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process upon said defendant had, and that time for answering, demurring or appearing has expired; that the default of Floyd William Chapman, the defendant, for failing to answer or demur within the time prescribed by law has heretofore been duly entered herein;

Whereupon, evidence duly corroborated as required by law, was introduced by plaintiff in which it appears to the Court that the allegations of the plaintiff's cause of action contained in plaintiff's complaint on file herein are sustained by the testimony free from all objections as to competency, admissability and sufficiency, and it further appearing that the matters so alleged and proved are sufficient to entitle the plaintiff to judgment and decree in accordance with the complaint, and the same being closed, and the law in the

premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

It is hereby Ordered, Adjudged and Decreed, and this does Order, Adjudge and Decree:

1. That the bonds of matrimony heretofore existing between the plaintiff, Charlotte Marie Chapman and the defendant, Floyd William Chapman, be and the same are hereby wholly dissolved, and the parties freed from the obligations thereof.

2. That the sole charge, control and custody of the minor child Jeffery Lynn Chapman, the issue of the marriage hereby dissolved, be and is hereby awarded to the plaintiff, with privilege to defendant to see said minor child at reasonable times.

Dated this 8th day of March, 1949.

Chas F. Koelsch
District Judge

STATE OF IDAHO, County of Boise } ss.

CERTIFICATE

I, KATHERINE M. BROGAN, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Boise, do hereby certify that the foregoing is a true and correct copy of the original

Judgment and Decree entered in the case of CHARLOTTE MARIE CHAPMAN -vs- FLOYD WILLIAM CHAPMAN, March 8th, 1949, and duly recorded in Book 6 of Judgment Record at page 213

filed in the above entitled action and remaining now on file in my office at Idaho City, Boise County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 11th day of March, 1949.

By Dorothy Kalk, Deputy. Katherine M. Brogan, Clerk.

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IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BOISE

IN THE DISTRICT COURT
ADA COUNTY, IDAHO
FILED March 14, 1949
Katherine M. Brogan
Clerk
By Dorothy Dale
DEPUTY

CATHERINE L. ANACABE,

Plaintiff,

-vs-

JOE M. ANACABE,

Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED CAUSE Came on regularly to be heard and tried before the above entitled court in chambers at the courthouse at Boise, in the County of Ada, State of Idaho, on the 11th day of March, 1949, the plaintiff appearing in person and by her attorney, Mary B. Edwards, and the defendanot not appearing either in person or by attorney;

AND, Upon said hearing, it satisfactorily appearing to the court from the records, files and proceedings in the above entitled action that the defendant herein, Joe M. Anacabe, was personally and duly served with summons herein, attached to a copy of the complaint referred to in the said summons and on file in this cause, and the defendant having acknowledged service and entered his general appearance, and having refused to plead further and authorized entry of default against him for his failure and refusal to plead further, and the time for so answering or otherwise pleading to the complaint having expired, and no answer, demurrer or other plea having been filed; and the default of the defendant, Joe M. Anacabe, having been duly entered according to law, and the court having heard the testimony introduced in behalf of the said plaintiff and in support of her complaint, and the cause having been thereupon submitted; and upon consideration of the

said testimony, the court finds upon the cause of action of the plaintiff the issues in favor of said plaintiff and against the said defendant and finds that the plaintiff and said defendant for more than five continuous years immediately preceding the commencement of this action have continuously lived separate and apart without cohabitation, as set forth in said complaint, and that by reason thereof said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between plaintiff and defendant dissolved and to be forever divorced from the said defendant;

THE COURT FURTHER FINDS That the said plaintiff has been a resident of and has continuously resided in the State of Idaho for more than six weeks immediately preceding the commencement of this action;

THE COURT FURTHER FINDS That there are no minor children as the issue of said marriage;

THE COURT FURTHER FINDS That under date of the 18th day of December, 1948, the plaintiff and defendant made and entered into a property settlement agreement, which said agreement is hereafter in this decree set forth, and the court finds said agreement in all respects just and equitable and that the same should be approved and confirmed by the court;

THE COURT FURTHER FINDS That since said property settlement agreement was entered into, the plaintiff has acquired, by her own individual efforts and earnings, 7,000 additional shares of stock in the Yankee Mines, Incorporated, the certificate number at this time being unknown;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and the same hereby are, dissolved, and that the said plaintiff, Catherine L. Anacabe, be, and she hereby is, forever divorced from the said defendant, Joe M. Anacabe, and each the said plaintiff and the said defendant is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said property settlement agreement by and between the plaintiff and defendant entered into as aforesaid, in words and figures as follows:

"PROPERTY SETTLEMENT AGREEMENT

Between

CATHERINE L. ANACABE,
of Boise, Idaho,
Wife,

-and-

JOE M. ANACABE,
of Boise, Idaho,
Husband.

"THIS AGREEMENT, Made and entered into this 18th day of December, 1948, by and between CATHERINE L. ANACABE, party of the first part, hereinafter referred to as the Wife, and JOE M. ANACABE, party of the second part, hereinafter referred to as the Husband, both of Boise, Ada County, Idaho,

W I T N E S S E T H :

"THAT, WHEREAS, The parties hereto were married each to the other on or about the 7th day of August, 1922, at Boise, in the County of Ada, State of Idaho, and ever since have been and now are husband and wife; and,

"WHEREAS, In consequence of disputes and unhappy differences, the parties have separated and now are, and for more than fourteen years last past have been, living separate and apart; and,

"WHEREAS, Each of said parties since said separation have earned and acquired certain property by his or her own individual efforts; and,

"WHEREAS, It is the mutual wish and desire of said parties that a full and final adjustment of all of their property rights, interests and claims be had, settled and determined by said parties in this agreement,

"NOW, THEREFORE, In consideration of the mutual promises, agreements and covenants herein contained, IT IS HEREBY COVENANTED, PROMISED AND AGREED by each party hereto, to and with the other party hereto, as follows:

"1. The Wife shall have and hold as her sole and separate property, together with the rents and profits thereof, free

from any community interest of the Husband, the following described property, to wit:

Certificate No. 21 in Jordan Placers, Inc., representing 10,000 shares;

Certificate No. 6 in Yankee Mines, Incorporated, representing 15,000 shares;

Certificate No. 44 in Yankee Mines, Incorporated, representing 15,000 shares;

Certificate No. 468 in Yankee Mines, Incorporated, representing 10,000 shares;

Certificate No. 864 in Yankee Mines, Incorporated, representing 2,000 shares.

Lease from Reilly Atkinson and Emma H. Atkinson to Catherine L.Anacabe, ending November 30, 1950, upon that certain property situate at 119 South 9th Street, Boise, Idaho, and that portion of the basement of said building appurtenant thereto;

Furniture, fixtures, stoker, hot water heaters, air conditioner, supplies and equipment, and accounts receivable, situate in and pertaining to that certain business known as Ex-Cel-Cis Beauty Shop and School, located and conducted at 119 South 9th Street, Boise, Idaho;

Lease from Robert A. Randall and Utahna S. Randall and Don H. Eagleson and Edna M. Eagleson, to Catherine Anacabe, dated April 1, 1947, for a month-to-month period, upon the premises used as a beauty school and shop at 917 Main Street, Boise, Idaho;

Furniture, fixtures, supplies and equipment, and accounts receivable, situate in and pertaining to that certain business known as MiLady's Beauty School and Shop, located and conducted at 917 Main Street, Boise, Idaho;

Bank accounts in The Idaho First National Bank, Boise, Idaho, in the names of Catherine L. Anacabe or MiLady's Beauty Shop;

And any other property, stocks, bonds or securities, known or unknown, that the said Wife may now own or be possessed of; C.L.A.

for her sole and separate use and benefit forever, and the said Husband does hereby forever release, relinquish, disclaim, waive, sell and quitclaim to the said Wife any and all claims, pretensions, demands or rights which he might have or make in and to the said real and personal property or any part thereof.

"2. That the Husband shall have and hold as his sole and separate property, together with the rents and profits thereof, free from any community interest of the Wife, the following

described property, to wit:

1949 Hudson Tudor Club Coupe, Motor and Serial No. 4914669;

Bank accounts in The First Security Bank of Idaho, N.A., Boise Branch, in the names of Joe M. or Jack Anacabe;

And any other property, stocks, bonds or securities, known or unknown, that the said Husband may now own or be possessed of; C.L.A.

for his sole and separate use and benefit forever, and the said Wife does hereby forever release, relinquish, disclaim, waive, sell and quitclaim to the said Husband any and all claims, pretensions, demands or rights which she might have or make in and to the said real and personal property or any part thereof.

"3. That each of the parties hereto will make, execute, and deliver to the other party any writings, deeds or bills of sale as the other party shall require for the purpose of giving full effect to these presents and to the covenants, provisions and agreements hereof.

"4. That all property hereafter acquired by either party shall be the sole and separate property of the party acquiring the same.

"5. That each party hereto is hereby released and absolved from any and all obligations and liabilities for the future acts and duties of the other, and that each of said parties hereby releases the other from any and all liabilities, debts or obligations of any kind or character incurred by the other from and after this date, and from any and all claims and demands, including all claims of either party upon the other for support and maintenance as wife or husband or otherwise, it being understood that this instrument is intended to settle the rights of the parties hereto in all respects.

"6. That said parties hereto each hereby waive any and all right to the estate of the other left at his or her death and forever quitclaim any and all right to share in the estate of the other, by the laws of succession, and said parties hereby release one to the other all right to be administrator or administratrix or executor or executrix of the estate of the other, and each of the said parties hereby waive any and all right of homestead in the real property of the other, and said parties hereby waive any and all rights to the estate or any interest in the estate of the other for family allowance by way of inheritance; and from the date of this agreement to the end of the world said waiver of the other in the estate of the other shall from the date of this agreement be effective.

"7. Each party to this agreement hereby solemnly and specifically avers that the foregoing agreement has been entered into without undue influence or fraud or coercion or misrepresentation or for any cause except as herein specified.

"IN WITNESS WHEREOF, The parties hereto have hereunto set their hands, the day and year first above written.

"CATHERINE L. ANACABE

WIFE

"JOE M. ANACABE

HUSBAND.

"STATE OF IDAHO)
County of Ada) ss.

"On this 18th day of December, in the year 1948, before me, the undersigned, a Notary Public in and for said State, personally appeared CATHERINE L. ANACABE, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

"IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

"MARY B. EDWARDS
Notary Public for the State of Idaho
Residing at Boise, Idaho.

(NOTARY SEAL)

"STATE OF IDAHO)
County of Ada) ss.

"On this 18th day of January, in the year 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared JOE M. ANACABE, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

"IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

"MELVIN B. BRYANT
Notary Public for the State of Idaho
Residing at Boise, Idaho."

(NOTARY SEAL)

be, and the same is hereby, approved and confirmed, and made a part of this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the said plaintiff

together with the rents and profits thereof,
be, and she hereby is, awarded as her sole and separate property, for her sole and separate use and benefit forever, free from any claim of the defendant as community property or otherwise, the following described property, to-wit:

Certificate No. 21 in Jordan Placers, Inc., representing 10,000 shares;

Certificate No. 6 in Yankee Mines, Incorporated, representing 15,000 shares;

Certificate No. 44 in Yankee Mines, Incorporated, representing 15,000 shares;

Certificate No. 468 in Yankee Mines, Incorporated, representing 10,000 shares;

Certificate No. 864 in Yankee Mines, Incorporated, representing 2,000 shares.

Lease from Reilly Atkinson and Emma H. Atkinson to Catherine L. Anacabe, ending November 30, 1950, upon that certain property situate at 119 South 9th Street, Boise, Idaho, and that portion of the basement of said building appurtenant thereto;

Furniture, fixtures, stoker, hot water heaters, air conditioner, supplies and equipment, and accounts receivable, situate in and pertaining to that certain business known as Ex-Cel-Cis Beauty Shop and School, located and conducted at 119 South 9th Street, Boise, Idaho;

Lease from Robert A. Randall and Utahna S. Randall and Don H. Eagleson and Edna M. Eagleson, to Catherine Anacabe, dated April 1, 1947, for a month-to-month period, upon the premises used as a beauty school and shop at 917 Main Street, Boise, Idaho;

Furniture, fixtures, supplies and equipment, and accounts receivable, situate in and pertaining to that certain business known as MiLady's Beauty School and Shop, located and conducted at 917 Main Street, Boise, Idaho.

Bank accounts in The Idaho First National Bank, Boise, Idaho, in the names of Catherine L. Anacabe or MiLady's Beauty Shop;

7,000 additional shares of stock in the Yankee Mines, Incorporated, the certificate number at this time being unknown;

And any other property, stocks, bonds or securities, known or unknown, that the said Catherine L. Anacabe may now own or be possessed of.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the said defendant together with the rents and profits thereof, be, and he hereby is, awarded as his sole and separate property, for his sole and separate use and benefit forever, free from any claim of the plaintiff as

community property or otherwise, the following described property, to wit:

1949 Hudson Tudor Club Coupe, Motor and Serial No. 4914669;

Bank accounts in The First Security Bank of Idaho, N.A., Boise Branch, in the names of Joe M. or Jack Anacabe;

And any other property, stocks, bonds or securities, known or unknown, that the said Husband may now own or be possessed of.

DATED This 11th day of March, 1949.

CHARLES F. KOELSCH

District Judge

STATE OF IDAHO)
: ss.
County of Boise)

CERTIFICATE OF TRUE COPY

I, KATHERINE M. BROGAN, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Boise, do hereby certify that the within and foregoing copy of DECREE OF DIVORCE is a true, accurate and correct copy of the DECREE OF DIVORCE filed in the said District Court of the Third Judicial District of the State of Idaho, in and for the County of Boise, in the matter of CATHERINE L. ANACABE, Plaintiff, vs. JOE M. ANACABE, Defendant, and in my care and custody in my official capacity as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand, this 14th day of March, 1949.

Katherine M Brogan

Clerk of the District Court

By Emily Falk, Deputy.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF [illegible]

- - - - - - -

IN THE DISTRICT COURT
ADA COUNTY, IDAHO
Filed March 14th 1949 M.
Katherine M. Logan CLERK
By Edna Lee Kath DEPUTY

NELLIE MAY BIRD,
Plaintiff,
vs.
JOHN DEWEY BIRD,
Defendant.

DECREE OF DIVORCE

THIS CAUSE Came on regularly for hearing before the above entitled District Court on the 11 day of March, 1949; CALDWELL AND ALEXANDERSON appearing as counsel for the plaintiff, and the defendant having been duly and regularly served with Summons and Complaint in said action, and defendant having failed to appear herein, in person or by counsel, and said defendant having failed to appear or plead to said Complaint within the time required by law, or at all, and his default for having failed to appear or plead to said Complaint having been duly entered, witnesses were sworn and testified;

AND THE COURT having heard and considered all of the evidence and testimony in said action, and it thereby having been made to appear to this Court that the plaintiff and defendant intermarried at Caldwell, Canyon County, Idaho on or about the 16th day of May, 1948, and ever since said time have been and now are husband and wife; and that the plaintiff is now, and for more than six full weeks next preceding the commencement of this action has been a bona fide resident of the State of Idaho; that the plaintiff's name before her marriage was Nellie May Stevenson;

That there are no children the issue of said marriage;

That there are no community property interests to be adjudicated between the parties hereto;

AND THE COURT having further found that the defendant, JOHN DEWEY BIRD, has treated the plaintiff, NELLIE MAY BIRD, in a cruel and inhuman manner and has treated said plaintiff in such a manner as to inflict upon her grievous mental and physical pain and suffering to such an extent as to constitute extreme cruelty inflicted by said defendant upon the plaintiff.

That all of the allegations of plaintiff's complaint are true and are sustained by the evidence and proofs submitted upon said hearing and that plaintiff is entitled to the Decree of Divorce and to the relief as prayed for in her complaint, and that said Decree should be entered accordingly;

That all of the Findings of Fact and Conclusions of Law having been waived by said defendant by his refusal to plead to or to answer plintiff's complaint in said action and by said defendant's refusal and failure to appear in said action or to appear at the trial of said action or to offer any evidence at the hearing and trial of said action;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED and this does ORDER, ADJUDGE, AND DECREE:

(1) That the bonds of matrimony now existing between Plaintiff, NELLIE MAY BIRD, and the defendant, JOHN DEWEY BIRD, be dissolved and held for naught and that said parties be absolutely divorced from each other.

(2) That the plaintiff is hereby restored to her former name, Nellie May Stevenson.

Done in open Court this 11 day of March, 1949.

Chas. J. Roach
District Judge of the Above
Entitled Court.

STATE OF IDAHO,
County of Boise } ss.

CERTIFICATE

I, KATHERINE M. BROGAN, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Boise, do hereby certify that the foregoing is a true and correct copy of the original

DECREE OF DIVORCE, between NELLIE MAY BIRD Plaintiff -vs- JOHN DEWEY BIRD Defendant, entered March 11th, 1949, and recorded in Book 6 of Judgment Record at page 220

filed in the above entitled action and remaining now on file in my office at Idaho City, Boise County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of March 1949.

By Charity Tate, Deputy. Katherine M. Brogan
Clerk.

IN THE DISTRICT COURT

OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BOISE

IN THE DISTRICT COURT
BOISE COUNTY, IDAHO
Filed April 4th, 1949 M.
CLERK
By Emily Tate
DEPUTY

MAURICE J. SHARKEY,

Plaintiff,

vs.

MARJORIE R. SHARKEY,

Defendant.

JUDGMENT AND DECREE

This cause, coming on regularly to be heard on the 30th day of March, 1949, before the Court without a jury, Paris Martin, Esq., counsel for the plaintiff, appearing for said plaintiff, and defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process upon said defendant had, and that time for answering, demurring or appearing has expired; that the default of Marjorie R. Sharkey, the defendant, for failing to answer or demur within the time prescribed by law has heretofore been duly entered herein;

Whereupon, evidence duly corroborated as required by law, was introduced by plaintiff in which it appears to the Court that the allegations of the plaintiff's cause of action contained in plaintiff's complaint on file herein are sustained by the testimony free from all objections as to competency, admissability and sufficiency, and it further appearing that the matters so alleged and proved are sufficient to entitle the plaintiff to judgment and decree in accordance with the complaint, and the same being closed, and the law in the

premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

It is hereby Ordered, Adjudged and Decreed, and this does Order, Adjudge and Decree:

1. That the bonds of matrimony heretofore existing between the plaintiff, Maurice J. Sharkey, and the defendant, Marjorie R. Sharkey, be and the same are hereby wholly dissolved, and the parties freed from the obligations thereof.

2. That the sole charge, control and custody of the minor child Michael David Sharkey, the issue of the marriage hereby dissolved, be and is hereby awarded to the plaintiff, with privilege to defendant to see said minor child at reasonable times.

3. That that certain separation agreement made and entered into the 15th day of February, 1949, by and between Maurice J. Sharkey, the plaintiff and Marjorie R. Sharkey, the defendant, and which said separation agreement was admitted in evidence herein, and which reads as follows, to-wit:

SEPARATION AGREEMENT

This agreement made and entered into this 15th day of February, 1949, by and between Maurice J. Sharkey, of Boise, Idaho, party of the first part, and Marjorie R. Sharkey, of Seattle, Washington, party of the second part,

W I T N E S S E T H :

That whereas, said parties are husband and wife and have heretofore ceased to live together and irreconcilable differences which have arisen render it impossible for them to hereafter live together as husband and wife; and

Whereas, the parties have as issue of the said marriage two children, Maurice J. Sharkey, age 6 and Michael David Sharkey, age 3; and

Whereas, all of the community property which had been acquired by the parties during the marriage has been divided by agreement of the parties and the respective shares thereof have been delivered and are in the possession of the parties entitled thereto, and

Whereas, each of the parties desires to make this agreement for the welfare of the children, and in settlement of all property questions and rights between them,

NOW THEREFORE, in consideration of the premises, it is agreed as follows:

1. First party shall have the custody and control of their child, Michael David Sharkey, and of his education and bringing up, and second party shall have the custody and control of their child, Maurice J. Sharkey, and of his education and bringing up. Each party is to support, clothe and properly care for the child of which each has custody, without demand or contribution from the other party, and each of the parties hereto acknowledges his and her ability and willingness so to do. Either party shall have the privilege of visiting the child in the custody of the other at all reasonable times. Both parties hereto consent that in the event of a divorce between them, the provisions hereof relative to the custody of said children, may be incorporated in the decree of divorce, subject, of course, to the Court's right of modification relative to such custody at any time.

2. All the wearing apparel and all personal ornaments of second party, and all personal property belonging to the wife, and all personal property which is her separate property or which was community property but now in her possession shall belong to second party as her separate estate, independently of first party.

3. All the wearing apparel and all personal ornaments of first party, and all personal property belonging to the husband, and all personal property which is his separate property or which was community property but now in his possession shall belong to first party as his separate estate, independently of second party.

4. Each party hereto releases and absolves the other from any and all obligations and liabilities for the future acts and duties of the other, and each of said parties hereby releases the other from any and all liabilities, debts, or obligations of any kind or character incurred by the other from and after this date, and from any and all claims and demands, including all claims of either party hereto upon the other for support and maintenance as wife or husband, or otherwise, and each of the parties hereto, for themselves, their personal representatives and their heirs, will and does hereby waive any and all claim of every kind and nature in and to any moneys, real and personal property, and other assets of every kind that might be due to either from the estate of the other.

5. All property hereafter acquired by either of the parties hereto after the date hereof, shall be the sole and separate property of the party acquiring the same.

6. Each of the parties to this agreement avers that this agreement has been entered into without undue influence or fraud or coercion or misrepresentation and that each of the parties hereto was represented, advised and counselled by separate attorneys in the making and execution hereof.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Maurice J. Sharkey
First Party

Marjorie R. Sharkey
Second Party

State of Idaho)
) ss.
County of Ada)

On this 15th day of February, in the year 1949, before me, Paris Martin, a Notary Public in and for said State, personally appeared Maurice J. Sharkey, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(SEAL)

Paris Martin
Notary Public for Idaho

State of Washington)
) ss.
County of King)

On this day personally appeared before me Marjorie R. Sharkey, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18 day of February, 1949.

(SEAL)

J.L. Dierdorff
Notary Public in and for the State of Washington, residing at Seattle, Washington.

is hereby approved and confirmed by the Court.

Done in open Court this 31st day of March, 1949.

Chas E. Koelsch
District Judge

STATE OF IDAHO, County of Boise } ss.

CERTIFICATE

I, KATHERINE M. BROGAN, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Boise, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree in the case of MAURICE J. SHARKEY, Plaintiff -vs- MARJORIE R. SHARKEY, Defendant, entered March 31st, 1949 and duly recorded in Book 6 of Judgment Record at page 221 filed in the above entitled action and remaining now on file in my office at Idaho City, Boise County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of April, 1949

By [signature], Deputy. Katherine M. Brogan Clerk.

2:30 6412

5918

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF BONNER

MARIE CARLSON,
Plaintiff,
vs.
FRANK R. CARLSON,
Defendant.

No. 6412

D E C R E E

STATE OF IDAHO, County of Bonner, ss.
Filed March 1, 1949 at 2:30 o'clock P.M.
Alex T. Russell
Clerk of District Court
Vivian E. Shoemaker
Deputy

This cause having regularly been heard before the undersigned judge of the above entitled court in the courtroom at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived under Sec. 7-304 I.C.A.; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

(1). The defendant is in default herein after due service, as shown by the records herein.

(2). The marriage contract of December 12, 1948 entered into between the parties hereto at Coeur d'Alene, Idaho is hereby annulled and declared wholly null and void from the beginning on the grounds that at the time said marriage ceremony was performed plaintiff was intoxicated to the extent that she had no clear comprehension of what she was doing or of the nature or effect of said ceremony; that plaintiff's consent to said marriage and marriage contract was induced by fraud on the part of the defendant and that the parties hereto have not cohabited as husband and wife at any time since the

marriage ceremony.

ENTERED at Coeur d'Alene, Kootenai County, Idaho this 28th day of February, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Alex T. Russell
Clerk, District Court

By Vivian E. Shoemaker
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF BONNER)

I, Alex T. Russell, clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a true, full and correct copy of the original decree of annulment now on file in my office in the above entitled action.

Witness my hand and the seal of said court on this, the 1st day of March, 1949.

Alex T. Russell
Clerk, District Court

By Vivian E. Shoemaker
Deputy

6414. 2:45

5919

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

RUTH FACKENTHALL,
Plaintiff,
vs.
IRA J. FACKENTHALL,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Coeur d'Alene, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 9th day of March, 1949, upon the Complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Ruth Fackenthall, and the defendant, Ira J. Fackenthall, be and the

Filed March 9, 1949
2:45 P.M.
Alex T. Russell
Clerk of Bonner County
Vivian E. Shoemaker
Deputy

same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the minor child of plaintiff and defendant, Danny Fackenthall, be awarded to the plaintiff, Ruth Fackenthall, subject, however, to the right of the defendant to have said child visit him during the summer vacation period, after said child becomes of school age. It is further ordered that the defendant also shall have the right to visit said child at all reasonable and proper times when said child is in the custody of the plaintiff and the plaintiff shall have the right to visit said child at all reasonable and proper times when said child is in the custody of the defendant. It is further ordered that the defendant shall pay to the plaintiff the sum of Forty ($40.00) Dollars per month for the care and support of said child, payments to be made on the 2nd day of each month hereafter commencing on the 2nd day of April, 1949. It is further ordered that when said child is with the defendant that said defendant is to support said child but the defendant shall be under no obligation to pay the plaintiff therefor during the time said child is with him. It is further ordered that the defendant is to pay any emergency expenses for said child such as hospital, medical, surgical, optical, dental, and similar expenses.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant is to pay the sums of One Hundred Twenty-five ($125.00) Dollars as attorneys' fees, Twenty ($20.00) Dollars as suit money and

One Hundred ($100.00) Dollars for fuel bills and other indebtedness incurred by the plaintiff, said payments to be made on or before the 10th day of March, 1949, to plaintiff's attorneys.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the following described real estate is awarded to the plaintiff as her sole and separate property and the defendant shall have no further right, title nor interest therein:

Lot Twenty-three (23), Block "F" Law's Third Addition except a tract Sixteen (16) foot square beginning at the Northeast corner thence West 16 feet; thence South 16 feet; thence East 16 feet and North to point of beginning, Sandpoint, Idaho.

Done in Open Court at Coeur d'Alene, Idaho, this 9th day of March, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

5919

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6414, RUTH FACKENTHALL, Plaintiff, vs. IRA J. FACKENTHALL, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 9th *day of* March, *19*49

Alex T. Russell, *Clerk*

By Vivian E. Shoemaker *Deputy*

5920

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DARRELL DAVIS,
Plaintiff,
vs.
CAROLINE DAVIS,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Coeur d'Alene, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 9th day of March, 1949, upon the Complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of his attorneys, O. J. Bandelin; the defendant did not appear, nor was she represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Darrell Davis, and the defendant, Caroline Davis, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

STATE OF IDAHO)
County of Bonner)

Filed March 9, 1949
2:45 P. M.
Alex T. Russell
Clerk
Vivian E. Shoemaker
Deputy

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the minor children of plaintiff and defendant, Robert Davis and Rilda Davis, be awarded to the defendant, Caroline Davis, subject to the right of the plaintiff to visit said children at reasonable and proper times.

Done in Open Court at Coeur d'Alene, Idaho, this 9th day of March, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

5928

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6416, DARRELL DAVIS, Plaintiff, vs. CAROLINE DAVIS, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 9th *day of* March, 1949

Alex T. Russell, *Clerk*

By Vivian E. Stevenson *Deputy*

6411 10 ?80

5921

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

****

LEE S. GIFFORD,)
Plaintiff,)
vs.) D E C R E E
MYRTLE M. GIFFORD,)
Defendant.)

****

The above entitled action came on for hearing before the Court sitting without a jury at Sandpoint, Bonner County, State of Idaho, at ten o'clock A.M. on Wednesday, March 9, 1949, at which time the plaintiff appeared in person and represented by one of his attorneys, Raymond T. Greene Jr., Esq., and the defendant did not appear either in person or by attorney, she being in default and her default having been entered, the Court proceeded to hear the case. Thereupon testimony and corroborating testimony was submitted for and upon behalf of the plaintiff, and the Court being fully advised in the premises, and Findings of Fact and Conclusions of Law having been waived by virtue of the default of the defendant, and through her failure to appear at the trial, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, Lee S. Gifford, be and he hereby is granted an absolute decree of divorce of and from the defendant, Myrtle M. Gifford,.

Dated and done this 9th day of March, 1949.

E. V. BOUGHTON
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6411, LEE S. GIFFORD, Plaintiff, vs. MYRTLE M. GIFFORD, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 9th *day of* March, *19*49

Alex T. Russell *Clerk*

By Vivian E. Shoemaker *Deputy*

6410

5922

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

EDNA ARTHURS,
Plaintiff,
vs.
ROY ARTHURS,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Coeur d'Alene, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 9th day of March, 1949, upon the Complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Edna Arthurs, and the defendant, Roy Arthurs, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

STATE OF IDAHO)
County of Bonner)

Filed March 9, 1949
2:45 P.M.
Alex T. Russell
Clerk of District Court
Vivian E. Shoemaker

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, Roy Arthurs, be awarded the real and personal property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the care, custody and control of the two minor children, Ginger Arthurs and Georgina Arthurs, be awarded to the defendant, Roy Arthurs, subject to the right of the plaintiff to visit said children at reasonable and proper times.

Done in Open Court at Coeur d'Alene, Idaho, this 9th day of March, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

5022

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6410, EDNA ARTHURS, Plaintiff, vs. ROY ARTHURS, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 9th *day of* March, 1949

Alex T. Russell, *Clerk*

By Vivian E. Hammett *Deputy*

10:15 6417

5923

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

******

LILLY MAE RIDDLE,)
Plaintiff,)
vs.) D E C R E E
CALVIN G. RIDDLE,)
Defendant.)

******

The above entitled action came on for hearing before the Court sitting without a jury at Sandpoint, Bonner County, State of Idaho, at ten o'clock A.M. on Saturday, March 12, 1949, at which time the plaintiff appeared in person and represented by one of her attorneys, Raymond T. Greene Jr., Esq., and the defendant did not appear either in person or by attorney, he being in default and his default having been entered, the Court proceeded to hear the case. Thereupon testimony and corroborating testimony was submitted for and upon behalf of the plaintiff, and the Court being fully advised in the premises, and Findings of Fact and Conclusions of Law having been waived by virtue of the default of the defendant and through his failure to appear at the trial, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, Lilly Mae Riddle, be and she hereby is, granted an absolute decree of divorce of and from the defendant, Calvin G. Riddle, upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, control and custody of the minor children, Larry Lee Riddle, and Russell Warren Riddle be awarded to the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant have the right to visit said children at reasonable and proper times. PROVIDED,

STATE OF IDAHO } ss
County of Bonner }

Filed March 12, 1949
at 10:15 o'clock A.M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker

however, and based upon the condition that the defendant, Calvin G. Riddle, shall have established the fact that he has paid to the plaintiff, Lilly Mae Riddle, monthly and every month, commencing on the first day of April 1949, the sum of Seventy Five & no/100 Dollars per month, for the support of the minor children.

Dated and done this 12th day of March, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6417, LILLY MAE RIDDLE, Plaintiff, vs. CALVIN G. RIDDLE, Defendants, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 12th *day of* March, 1949

Alex T. Russell *Clerk*

By Vivian E. Shoemaker *Deputy*

6363 . 11:45

5924

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

******

MARJORIE TAYLOR,)
Plaintiff,)
vs.)
WILLIS I. TAYLOR,)
Defendant.)

STATE OF IDAHO } ss
County of Bonner }
Filed March 16, 1949
11:45 o'clock AM
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

D E C R E E

******

The above entitled action came on for trial before the court sitting without a jury at Sandpoint, Bonner County, State of Idaho, at ten o'clock A.M. on Monday, March 14, 1949, at which time the plaintiff appeared in person and represented by Glenn E. Bandelin, Esq., one of her attorneys, and the defendant appeared in person and represented by his attorney, Everett E. Hunt, Esq.,. Thereupon both parties announced that they were ready for trial and the Court proceeded to hear the case. Thereupon oral and documentary evidence was submitted for and upon behalf of the plaintiff, and the plaintiff rested. Thereupon oral and documentary evidence was submitted for and upon behalf of the defendant, and the defendant rested. Now being fully advised in the premises and Findings of Fact and Conclusions of law having been waived by stipulation of counsel representing both plaintiff and defendant, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that plaintiff's complaint and plaintiff's amended and supplemental complaint be and the same hereby is dismissed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Willis I. Taylor, defendant and cross-complainant herein, be and he hereby is granted an absolute decree of divorce of and from the plaintiff and cross-defendant, Marjorie Taylor, upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, control and custody of the minor child, Dixie Lee Taylor, be and the same hereby is awarded to the plaintiff and cross-defendant, Marjorie Taylor, subject to the right of the defendant and cross-complainant to visit said child at reasonable and proper times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, and cross-complainant, Willis I. Taylor, pay to the plaintiff and cross-defendant Marjorie Taylor, the sum of Thirty-five Dollars ($35.00) per month, monthly and every month for the support of the minor child of the parties hereto, Dixie Lee Taylor.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all of the community personal property be and the same hereby is awarded to Willis I. Taylor, defendant and cross-complainant herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the minor child, Dixie Lee Taylor, shall not at any time be removed from and shall at all times remain within the jurisdiction of this court.

Dated and done this 15th day of March, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

5994

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6363, MARJORIE TAYLOR, Plaintiff, vs. WILLIS I. TAYLOR, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 16th *day of* March, 1949

Alex T. Russell *Clerk*

By Vivian E. Shoemaker *Deputy*

6426 10:5 C -

5925

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

******

MAXINE E. BONNER,)

Plaintiff,)

vs.) D E C R E E

FRANCIS L. BONNER,)

Defendant.)

******

The above entitled action came on for hearing before the Court sitting without a jury at Sandpoint, Bonner County, State of Idaho, at nine o'clock A.M. on Thursday, March 17, 1949, pursuant to written stipulation by counsel representing both plaintiff and defendant herein. At the time and place aforesaid, the plaintiff appeared in person and represented by Everett E. Hunt Esq., one of her attorneys, and the defendant did not appear either in person or by attorney, and after waiting one full hour, the Court proceeded to hear the case. Thereupon testimony was submitted for and upon behalf of the plaintiff, and the plaintiff rested. No testimony was submitted for or upon behalf of the defendant, and the Court being fully advised in the premises, and Findings of Fact and Conclusions of Law having been waived by virtue of the stipulation on file herein, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, Maxine E. Bonner, be and she hereby is, granted an absolute decree of divorce of and from the defendant, Francis L. Bonner, upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, control and custody of the minor child, Barbara Fay Bonner, be and the same hereby is awarded to the plaintiff, subject to the right of the defendant to visit said child at reasonable and proper times.

Dated and done this 17th day of March, 1949.

STATE OF IDAHO)
County of Bonner)

Filed March 17, 1949
10:50 o'clock A.M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

E. V. BOUGHTON
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6426, MAXINE E. BONNER, Plaintiff, vs. FRANCIS L. BONNER, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 17th *day of* March, *19*49

Alex T. Russell *Clerk*

By Vivian E. Shoemaker *Deputy*

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

JUANITA BOLLMAN,
Plaintiff,
vs.
ALLEN J. BOLLMAN,
Defendant.

DECREE

The above entitled matter came on regularly to be heard in Open Court at Coeur d'Alene, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 18th day of March, 1949, upon the Complaint of plaintiff and Answer of the defendant, a Stipulation having been filed in the action setting the case for trial on the above date.

Plaintiff appeared in person with a witness and one of her attorneys, Glenn E. Bandelin; the defendant did not appear nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by Stipulation, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Juanita Bollman, and the defendant, Allen J. Bollman, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of wilful neglect.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That plaintiff's former name of Juanita Lewis be restored to her.

Done in Open Court at Coeur d'Alene, Idaho, this 18th day of March, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO } ss
County of Bonner }

Filed March 18, 1949
at 4:00 o'clock P. M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6307, JUANITA BOLLMAN, Plaintiff, vs. ALLEN J. BOLLMAN, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 18th *day of* March, *1940*

Alex T. Russell *Clerk*

By Vivian E. Shoemaker *Deputy*

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

RUBY GARDNER,

Plaintiff,

vs.

RAYMOND GARDNER,

Defendant.

COPY

DECREE OF DIVORCE

This cause came on regularly to be heard before the Honorable C. J. Taylor, Judge of the above-entitled Court, in Chambers, at Idaho Falls, Bonneville County, Idaho, on the 25th day of February, 1949; the plaintiff appearing in person and W. K. Naylor appearing as counsel for the plaintiff, and the defendant appearing not, either in person or by counsel, whereupon the plaintiff was duly and regularly sworn and examined and testified for and in her own behalf, and thereupon one Grant Albert Simmons, witness for the plaintiff, was duly and regularly sworn and examined and testified for and in behalf of the plaintiff, and thereupon the plaintiff rested, and no proof whatsoever having been submitted for or in behalf of the defendant, this cause was thereupon submitted to the Court for its decision upon the evidence submitted for and in behalf of the plaintiff, and the Court having considered the same, and being fully advised in the premises now finds as follows:

That the above-named defendant has been duly and regularly served personally, with a true copy of the Summons issued out of the above-entitled Court in the within cause, together with, and attached to, a true copy of plaintiff's Complaint on file herein; that the said defendant has failed to appear or plead to plaintiff's said Complaint either in person or by counsel within the time allowed by law, or at all, and that the time allowed for appearing or pleading in said cause has expired, and that the default of the defendant has been duly and regularly entered herein according to law; that this Court has jurisdiction of the person of the above-named plaintiff

and of the person of the above-named defendant and of the subject matter of this action; that the material allegations of plaintiff's Complaint are true and have been established by sufficient and competent evidence, free from all legal objections, and that the plaintiff is entitled to a decree of divorce as prayed for in her said Complaint on file herein.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between the plaintiff, Ruby Gardner, and the defendant, Raymond Gardner, be, and the same are hereby absolutely dissolved, set aside and held for naught, and that said plaintiff and defendant, be, and they hereby are, restored to the status of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, custody and control of Gary Ray Gardner, Glen Devier Gardner, Darrell Lynn Gardner, Keith D. Gardner, Ruby Jeannene Gardner and Florence LaRae Gardner, minor children of plaintiff and defendant, be, and the same is hereby awarded and decreed to the plaintiff, provided however, that the defendant shall have, and he is hereby given the right to see and visit said minor children at reasonable times and places and under reasonable circumstances.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant shall pay to the plaintiff, for the support and maintenance of said minor children, the sum of $15.00 per month for each of said minor children, commencing during the month of March, 1949, and continuing until said minor children, respectively, reach the age of majority, or until the further order of the Court in the premises.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all of the community property of plaintiff and defendant, mentioned or described in plaintiff's Complaint on file herein, and consisting of miscellaneous household furniture and effects, be and the same is hereby awarded and decreed to the plaintiff as her sole and separate property and for her sole and separate use and benefit.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant shall pay to the plaintiff, or to W. K. Naylor, her attorney of record herein, the sum of $75.00 as and for plaintiff's attorney's fees incurred herein, and that the plaintiff shall have and recover of and from the defendant, her costs incurred herein in the sum of $16.40, being a total judgment hereby rendered in favor of the plaintiff and against the defendant in the sum of $91.40, for which execution may issue.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said defendant be, and he is hereby enjoined and restrained from in any manner molesting or annoying the plaintiff, and from coming to or on the premises where plaintiff resides, or shall reside, to see and visit the said minor children of plaintiff and defendant when the said defendant is intoxicated in any degree.

Done and dated at Idaho Falls, Idaho, this 25th day of February, 1949.

C. J. Taylor
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case # 7084, Ruby Gardner, Plaintiff, vs. Raymond Gardner, Defendant.

Recorded in Book 15 Judgments, page 175

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 7th day of April, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

MELVIN FOWLER,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
MARJORIE FOWLER,)
Defendant.)

- - - - - - - - - - - - - - - - -

This cause came on regularly for trial, in chambers, at Idaho Falls, Idaho, on this 4th. day of March, 1949, Henry S. Martin appearing as counsel for plaintiff and no one appearing for or on behalf of the defendant; whereupon plaintiff was duly and regularly sworn and examined and testified for and in his own behalf and thereupon Henry S. Martin was duly and regularly sworn and testified for and in behalf of the above named plaintiff and thereupon the plaintiff rested, and the defendant having submitted no proof whatever for or in her behalf, this cause was thereupon submitted for and in behalf of the plaintiff, and the Court being fully advised in the premises, now finds as follows:

That since the filing of the complaint in this action, a child, Elena June Fowler, now of the age of 11 months, has been born to plaintiff and defendant.

That the defendant is a fit and proper person to have the care, custody and control of the said child, and that $50.00 is a reasonable amount to be allowed each month for the support of said child.

That the above named defendant has been duly and regularly served with a true copy of the summons issued out of the above entitled court in the within cause, attached to which was a true copy of the complaint filed herein; that the defendant has entered

no appearance herein and that the default of the said defendant has been duly and regularly entered according to law,

NOW, THEREFORE, on motion of Henry S. Martin, the attorney of record for the above named plaintiff,

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Melvin Fowler, and the above named defendant, Marjorie Fowler, be, and the same hereby is, forever dissolved, set aside and held for naught, and that the plaintiff and defendant, and each of them, be, and they hereby are, restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant, Marjorie Fowler, be, and she is hereby decreed all of the household furniture and fixtures of the parties hereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff, Melvin Fowler, pay to the defendant, Marjorie Fowler, the sum of $50.00 on or before the 31st. day of March, 1949, and $50.00 on or before the last day of each and every month thereafter, until the further order of this court, or until the child reaches majority.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody, control and education of the minor child of plaintiff and defendant, namely, Elena June Fowler, be, and the same is hereby awarded to the defendant, Marjorie Fowler. PROVIDED, that the plaintiff shall have the right to visit with said child at reasonable times and places and to take her on short vacations when she is of proper age.

Made, dated and entered at Idaho Falls, Idaho, this 4th. day of March, 1949.

C. J. Taylor

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

5928

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case # 6966, Melvin Fowler, Plaintiff vs. Marjorie Fowler, Defendant.

Recorded in Book 15 of Judgments, page 179

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 7th day of April, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

5929

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

BONNIE HUNTER, PLAINTIFF, VS REX HUNTER, DEFENDANT.	DECREE OF DIVORCE

The above-entitled cause came on for hearing this 4th day of March, 1949, the plaintiff appeared with counsel, John Ferebauer, and her witness Betty Staten. The defendant did not appear either in person or by counsel; and it appearing to the Court that the defendant was duly served and has failed to plead thereto; that the Default of the defendant has been duly entered and the affidavit of non-military service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the Court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a decree of divorce on the ground of Extreme Cruelty;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That the bonds of matrimony heretofore existing by and between the plaintiff, Bonnie Hunter, and the defendant, Rex Hunter, be dissolved absolutely.

2. That the care, custody, and control of the minor child of plaintiff and defendant, to-wit: Danny LeRoy, born January 31, 1949, be, and the same is hereby awarded and decreed absolutely to the plaintiff, Bonnie Hunter.

Dated this 4th day of March, 1949.

C. J. Taylor
JUDGE OF THE DISTRICT COURT

STATE OF IDAHO, }
County of Bonneville, } ss.

5929

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case # 7324 , Bonnie Hunter, Plaintiff, vs. Rex Hunter, Defendant.

Recorded in Book 15 Judgments, page 182

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 7th day of April, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

Jean Ellsworth, :

Plaintiff, :

vs : D E C R E E

James Ellsworth, :

Defendant. :

. . . . . .

This cause coming on regularly for hearing before the Hon. C. J. Taylor, Judge of the above entitled Court, at Chambers, in the City of Idaho Falls, County of Bonneville, State of Idaho, within said Judicial District, this day of March, 1949, at the hour of ten o'clock A. M. of said day, plaintiff appearing in person and by Gilbert C. St.Clair, one of her attorneys, and the defendant not appearing and no one appearing for him.

The Court having examined the files of this action and finding that service of Complaint and Summons upon the defendant, James Ellsworth, has been legally made, he having filed his Waiver and Appearance, specifically waiving time in which to plead and consenting that his default be entered herein, and the Default of said defendant having been heretofore duly and regularly entered, the Court proceeded to hear the case upon the verified Complaint herein and the testimony of the plaintiff and the testimony of a corroborating witness as to plaintiff's residence, and the matter having been submitted to the Court for judgment, and the defendant having submitted himself to the jurisdiction of the Court herein, and the Court having considered all the evidence and being fully advised in the premises, and it appearing that all material allegations of the plaintiff's Complaint are true, and the Court finding the same to be true, the parties having waived findings of fact and conclusions of law, and all and singular the laws and premises being by the Court considered, and the Court having jurisdiction of the matter and the parties hereto.

IT IS ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between the plaintiff and the defendant herein be, and the same are hereby, dissolved and each of said parties freed from the obligations thereof and each restored to the status of a single person, and in accordance with the Stipulation by and between the plaintiff and defendant in this action and filed herein, IT IS FURTHER ORDERED, ADJUDGED, AND DECREED as follows, to-wit:

1. That the plaintiff shall, and she hereby is, awarded the custody of the child until the child reaches the age of eight years and that during this period the father shall have full rights of visitation which shall be, however, at reasonable times and places.

2. That after the child reaches the age of eight years, the plaintiff shall have custody of the child for ten (10) months out of each year and the defendant shall have the custody of the child during the two (2) remaining months of the year which shall be

the months of July and August.

3. That the defendant shall bear the expense of transporting the child to and from the plaintiff's home or residence, and it shall be incumbent on the defendant to not take the child until on or after the first day of July of each year after the child reaches the age of eight years, and that he shall return the child to the plaintiff at her home or residence on or before September 1st of each year. Further that each time the child is transported from the plaintiff to the defendant the child shall be accompanied by a responsible person agreeable to both parties or until such age as the child shall be able to travel by himself.

4. That in the event the unborn child is a boy, the same custody shall apply as set out hereinabove for Gary James Ellsworth. That in the event the unborn child is a girl, the plaintiff shall have the entire custody and the defendant shall have full rights of visitation at reasonable times and places. It shall be at the option of the plaintiff to allow the unborn child, if a girl, to visit her father for any periods of time.

IT IS FURTHER ORDERED, ADJUDGED,AND DECREED, in accordance with the aforesaid Stipulation, as follows:

1. That the plaintiff shall be awarded Fifty and No/100 ($50.00) Dollars per month, payable on or before the 1st day of each and every month after the Decree of Divorce is granted for the support and maintenance of their minor child, Gary James Ellsworth. That in the event the expectant child is born and lives, the plaintiff shall be awarded an additional Twenty-five and No/100 ($25.00) Dollars per month, payable on or before the 1st day of each and every month after the child is born for the support and maintenance of that child. That such support payments are to be made each and every month until further order of this Court. That the defendant shall be allowed to make such support payments annually, semi-annually or in any other method of payment, providing payments are made in advance of the due date.

2. That the defendant shall pay to the plaintiff as and for a property settlement or as alimony, the lump sum of One Thousand Five Hundred and No/100 ($1,500.00) Dollars, Seven Hundred Fifty and No/100 ($750.00) Dollars paid prior to the granting of the Decree in this action, and the balance of the $750.00 to be paid within six (6) months from the date that the decree is granted.

3. That the defendant shall pay to the plaintiff on or before the 1st day of July, 1949, Five Hundred and No/100 ($500.00) Dollars which shall be used to cover hospital, doctor and medical payments for the expectant birth of their child. That if the child is born through a miscarriage or otherwise prior to July 1st, 1949, the aforesaid amount shall be paid immediately on notice of such birth of miscarriage.

Done at Idaho Falls, Idaho, this 11th day of March, 1949.

C. J. Taylor
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

5930

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in case # 7364 Jean Ellsworth, Plaintiff, vs. James Ellsworth, Defendant.

Recorded in Book 15 of Judgments, page 190.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 7th day of April, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

FLORENCE WOOLF,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
HAROLD WOOLF,)
Defendant.

This cause came on regularly for trial, in chambers, at Idaho Falls, Idaho, on this 11th. day of March, 1949, Henry S. Martin appearing as counsel for plaintiff and no one appearing for or on behalf of the defendant; whereupon plaintiff was duly and regularly sworn and examined and testified for and in her own behalf and thereupon Dorothy Hixon was duly and regularly sworn and testified for and in behalf of the above named plaintiff and thereupon the plaintiff rested, and the defendant having submitted no proof whatever for or in his behalf, this cause was thereupon submitted for and in behalf of the plaintiff, and the Court being fully advised in the premises, now finds as follows:

That since the filing of the complaint in this action, the minor child of plaintiff and defendant, namely, Marsha Woolf, has been adopted by Arland Woolf and Breta Woolf, parents of the above named defendant, by order of adoption issued out of the Probate Court of Bonneville County, Idaho; that there are no other children, the issue of said marriage, and, therefore, no provision is made in this decree for support money.

That the above named defendant has been duly and regularly served with a true copy of the summons issued out of the above entitled court in the within cause, attached to which was a true copy of the complaint filed herein; that the defendant has entered no appearance herein and that the default of the said defendant

has been duly and regularly entered according to law,

NOW, THEREFORE, on motion of Henry S. Martin, the attorney of record for the above named plaintiff,

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Florence Woolf, and the above named defendant, Harold Woolf, be, and the same hereby is, forever dissolved, set aside and held for naught, and that the plaintiff and defendant, and each of them, be, and they hereby are, restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff's maiden name, to-wit: Florence Hay, be, and the same hereby is restored to her.

Made, dated and entered at Idaho Falls, Idaho, this 11th. day of March, 1949.

C. J. Taylor

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case # 7274, Florence Woolf, Plaintiff, vs. Harold Woolf, Defendant.

Recorded in Book 15 of Judgments, page 185.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 7th day of April, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

JIMMY GENE STOTTS, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
LOIS MARY STOTTS, Defendant.	)	

This cause came on regularly for trial in chambers at Idaho Falls, Idaho, on this 11th day of March, 1949, John M. Sharp appearing as counsel for the plaintiff and no one appearing for or on behalf of the defendant; whereupon, plaintiff was duly and regularly sworn and examined, and testified for and in his own behalf; and thereupon Mildred Ruth Lewis was duly and regularly sworn and testified for and in behalf of the above-named plaintiff, and thereupon the plaintiff rested. The defendant having submitted no proof whatever for or in her behalf, this cause was thereupon submitted to the court for decision upon the testimony submitted for and in behalf of the plaintiff; and the court being fully advised in the premises, now finds as follows: That the above-named defendant has been duly and regularly served with a true copy of the Summons issued out of the above-entitled court in the within cause, attached to which was a true copy of the Complaint filed herein.

NOW, THEREFORE, on motion of John M. Sharp, the attorney of record for the above-named plaintiff,

IT IS HEREBY CONSIDERED, ADJUDGED, ORDERED AND DECREED, that the marriage heretofore and now existing between the above-named plaintiff, Jimmy Gene Stotts, and the above-named defendant, Lois Mary Stotts, be, and the same here is, forever dissolved, set aside and held for naught.

C.J.Taylor
JUDGE OF THE DISTRICT COURT

5932

STATE OF IDAHO, } ss.
County of Bonneville, }

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case # 7348, Jimmy Gene Stotts, Plaintiff vs. Lois Mary Stotts, Defendant.

Recorded in Book 15 of Judgments, page 188.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 7th day of April, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

Wilford M. Hammon,

Plaintiff,

vs JUDGMENT

Elaine Hammon,

Defendant.

The above entitled cause came before the undersigned Judge of said District Court, at chambers of the Court, at Idaho Falls, Bonneville County, Idaho, in said District, on this 18th day of March, 1949, Geo. L. Barnard of the firm of Albaugh, Bloem, Hillman & Barnard appearing as attorney for the plaintiff, and there being no appearance by or for the defendant, and it appearing that the Summons, with a true copy of the complaint in said action thereto attached, has been duly served upon the defendant personally, and that the defendant has entered into a stipulation in said cause, on file herein, under which stipulation the defendant, among other things, admitted that she has been served with the summons in said action, with a true copy of the complaint thereto attached, entered her general appearance in said cause and submitted herself to the jurisdiction of this court, refused to answer, demur, or plead further, consented that default might be entered against her without further notice, and consented that judgment might be entered herein upon the hearing of this cause, subject to the further terms of said stipulation, and it appearing further that the time allowed by law for answering said complaint has expired, and that no further appearance has been made or filed by the defendant, and that

the default of said defendant has been duly entered by the clerk herein, according to law, and the Court thereupon proceeded to hear the evidence adduced by the plaintiff in support of the allegations of the complaint, and upon due consideration thereof, and of the files and records of this action, the court finds that the allegations of said complaint are fully sustained by the evidence, and that plaintiff is entitled to the relief demanded in said complaint, subject to the terms and conditions of said stipulation, which the court hereby adopts.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, that the bonds of matrimony heretofore existing between the parties, Wilford M. Hammon and Elaine Hammon, be, and the same hereby are forever dissolved, and the parties are each restored to the status of single persons.

IT IS FURTHER ADJUDGED AND DECREED, that the defendant shall have as her sole and separate property the household goods and house furnishings now in her possession, and that the plaintiff shall have as and for his sole and separate property the Ford automobile now in his possession.

Dated March 18, 1949.

C. J. TAYLOR
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

5933

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Judgment, in Case # 7340, Wilford M. Hammon, Plaintiff, vs. Elaine Hammon, Defendant.

Recorded in Book 15 of Judgments, page 198,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 7th day of April, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

ALBERT J. KALER,

Plaintiff,

vs.

MARJORIE KALER,

Defendant.

COPY

DECREE OF DIVORCE

This cause came on regularly to be heard before the Honorable C. J. Taylor, Judge of the above-entitled Court, in Chambers, at Idaho Falls, Bonneville County, Idaho, on the 18th day of March, 1949; the plaintiff appearing in person and W. K. Naylor, appearing as counsel for the plaintiff, and the defendant appearing not, either in person or by counsel, whereupon the plaintiff was duly and regularly sworn and examined and testified for and in his own behalf, and thereupon one Louise Sanchez, witness for the plaintiff, was duly and regularly sworn and examined and testified for and in behalf of the plaintiff, and thereupon the plaintiff rested, and no proof whatsoever having been submitted for or in behalf of the defendant, this cause was thereupon submitted to the Court for its decision upon the evidence submitted for and in behalf of the plaintiff, and the Court being fully advised in the premises, now finds as follows:

That the above-named defendant has been duly and regularly served with a true copy of the Summons issued out of the above-entitled Court in the within cause, together with and attached to, a true copy of plaintiff's Complaint filed herein; that the said defendant failed to appear or plead to plaintiff's said Complaint within the time allowed by law, or at all, and that the default of the said defendant has been duly and regularly entered herein according to law; that this Court has jurisdiction of the person of the above-named plaintiff and of the person of the above-named defendant, and of the subject matter of this action; the Court

finds from the testimony of the plaintiff that one child has been born and is now living as the issue of the marriage of plaintiff and defendant and that the defendant is pregnant and is expecting another child to be born during the month of April, 1949, which will be the issue of said marriage; that plaintiff has testified, and the Court finds, that plaintiff and defendant have mutually verbally agreed that in the event a decree of divorce is granted herein, the defendant shall have the care, custody and control of Shirley Jean Kaler, minor child of plaintiff and defendant, and of any other child or children which may be born as the issue of said marriage, subject to the right of the plaintiff to see and visit said child or children at reasonable times and places and under reasonable circumstances, and that the plaintiff shall pay the sum of $18.00 per week to the plaintiff for the support of the children of said marriage, until the further order of the Court; the Court further finds that said parties have agreed upon a division of the community property of plaintiff and defendant, and that plaintiff shall pay all outstanding bills for community indebtedness, and pay the medical and hospital expenses incident to the birth of the expected child of plaintiff and defendant. That the allegations of plaintiff's Complaint on file herein have been established by sufficient and competent evidence free from legal objections, and that the plaintiff is entitled to a decree of divorce as prayed for in his said Complaint and in accordance with plaintiff's testimony as to custody of said children, support money for said children and division of said property.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between the plaintiff, Albert J. Kaler, and the defendant, Marjorie Kaler, be, and the same are hereby absolutely dissolved, set aside and held for naught, and that plaintiff and defendant are each and both restored to the status of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant shall have, and she is hereby awarded and decreed the care, custody and control of Shirley Jean Kaler, minor child of plaintiff and defendant, and that she shall have the care, custody and control of any other child or children which may be born as the issue of the marriage of plaintiff and defendant, subject however, to the right of the plaintiff to see and visit said child or children at reasonable times and places and under reasonable circumstances.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff shall pay to the defendant the sum of $12.00 per week for the support of the said Shirley Jean Kaler and such other child or children as may be born as the issue of the marriage of the plaintiff and defendant, and that said payments shall commence during the week beginning March 21, 1949, and continue and be payable during each and every week thereafter, until the further order of the Court in the premises.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff shall have, and he is hereby awarded and decreed as his sole and separate property and for his sole and separate use and benefit, that certain tabel model radio and Airline electric record player, mentioned or described in plaintiff's Complaint on file herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant shall have, and she is hereby awarded and decreed as her sole and separate property and for her sole and separate use and benefit, all miscellaneous dishes, utensils, household effects, and all other community property of the plaintiff and defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff shall pay all outstanding bills for community indebtedness of plaintiff and defendant, and shall pay all medical and hospital expenses incident to the birth of the child which is expected to be born by the defendant as the issue of the marriage of plaintiff and defendant.

Done and dated at Idaho Falls, Idaho, this 18th day of March, 1949.

C. J. Taylor
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

5934

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case # 7338 Albert J. Kaler, Plaintiff, vs. Marjorie Kaler, Defendant.

Recorded in Book 15 of Judgments, page 207,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 7th day of April, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

DEOLA HADDON,
Plaintiff,
vs.
HEBER HADDON,
Defendant.

D E C R E E

The above entitled cause coming on regularly to be heard and tried before the Honorable C. J. Taylor, District Judge, at Chambers at Idaho Falls, County of Bonneville, State of Idaho on the 18 day of March 1949, Holden & Holden appearing for and in behalf and as the attorneys of the above-named plaintiff and no one appearing for or in behalf of the above-named defendant; and whereupon plaintiff was duly and regularly sworn and examined and testified for and in her own behalf and thereupon Minnie Brinkman was duly and regularly sworn and examined and testified for and in behalf of the above-named plaintiff and thereupon the above-named plaintiff rested and the above-named defendant having submitted no proof whatsoever for or in his own behalf, this cause was thereupon submitted to the Court for its decision upon the testimony and documentary evidence submitted for and in behalf of the above-named plaintiff and the Court being fully advised in the premises now finds as follows:

I

That the above-named defendant has been duly and regularly served with a true copy of the Summons issued out of said Court in said cause, attached to which was a true copy of the Complaint, filed herein; that by the written stipulation of the parties to this suit filed in said Court in said cause, it is expressly agreed that the above-named defendant enters a general appearance in said Court in said cause and subjects himself to the jurisdiction of said Court; that the Complaint filed herein shall be deemed to be denied; that this cause may be tried and final judgment rendered

and entered herein, either in term time or in vacation at Chambers at any time convenient to said Court or the Judge thereof, without notice to the above-named defendant; that the making of Findings of Fact and conclusion of law herein is waived.

II

That this Court has jurisdiction of the subject matter of this suit and of the person of the above-named plaintiff and of the person of the above-named defendant and of the minor child of the plaintiff and defendant, Blaine Haddon, a son, age six years; that plaintiff is entitled to a Decree of Divorce as prayed for in her Complaint filed herein.

III

That by the written stipulation of the parties of this suit filed in said Court in said cause, it is expressly agreed that in the event the Court grants a Decree of Divorce to the above-named plaintiff, that the plaintiff be awarded the care, custody and control of said minor child, Blaine Haddon, age six years, during the nine months school year of each and every year and that the defendant shall have the care, custody and control of said minor child during the summer months of June, July and August of each and every year; and that the defendant shall have reasonable visitation/during the time the plaintiff has the care, custody and control of the minor child and that the plaintiff shall have reasonable visitation privileges during the time the defendant has the care, custody and control of said minor child; that the plaintiff will support said minor child during the nine months of each and every year that the plaintiff has the care, custody and control of said minor child and that the defendant will support said minor child during the three summer months that the defendant has the care, custody and control of said minor child.

IV

That by the written stipulation of the parties of this suit filed in said Court in said cause, it is expressly agreed that in

the event the Court grants a Decree of Divorce to the above-named plaintiff, that the defendant shall, at his own proper cost and expense, at all times furnish said minor child with the necessary clothing and other wearing apparel and will likewise at his own proper cost and expense, pay any and all doctor bills that may or might be incurred for the preservation of the health and welfare of said minor child; that said minor child shall not be moved or taken a distance to exceed twenty-five miles from the city of Idaho Falls, Idaho, by either plaintiff or defendant and that in the event either violate this provision, then in such event the other party shall immediately have the care, custody and control of said minor child.

V

That by the written stipulation of the parties of this suit filed in said Court in said cause, it is expressly agreed that in the event the Court grants a Decree of Divorce to the above-named plaintiff, that the Court shall award to the defendant, as his sole and separate property and for his sole and separate use and benefit, the following described real and personal property, to-wit:

> Lots Fifteen to Eighteen, both inclusive, in Block Three, of the Brodbeck's Addition to the City of Idaho Falls, Bonneville County, Idaho; said real property being subject to a certain mortgage, which the said defendant assumes and agrees to pay.
>
> All household goods, furniture and fixtures, including all defendant's personal effects and wearing apparel.

VI

That by the written stipulation the parties to this suit filed in said Court in said cause, it is expressly agreed that in the event the Court grants a Decree of Divorce to the above-named plaintiff, that the Court shall award to the plaintiff as her sole and separate property and for her sole and separate use and benefit, all of the following described personal property, to-wit:

> The minor son's bed, clothing and toys; one guitar; Christmas tree decorations; two blankets; two bed spreads; one rug; choice of two pictures;

lace table covers, as well as all of plaintiff's personal effects and wearing apparel.

VII

That by the written stipulation of the parties of this suit, filed in said Court in said cause, it is expressly agreed that in the event the Court grants a Decree of Divorce to the above-named plaintiff, that each party shall pay their own attorney's fees and costs; that said plaintiff will at any time, execute and deliver to the defendant any and all instruments that may be deemed to be convenient or necessary for the purpose of carrying out the terms of this agreement in connection with the above-described real property, so awarded to the defendant.

NOW, THEREFORE, on motion of Holden & Holden, the attorneys of record of the above-named plaintiff:

I

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above-named plaintiff, Deola Haddon, and the above-named defendant, Heber Haddon, be, and the same is hereby forever dissolved, set aside and held for naught and that the above-named plaintiff and the above-named defendant and each of them, be, and they are hereby forever and absolutely released from all the obligations thereof.

II

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the above-named plaintiff, Deola Haddon, be, and she is hereby awarded the care, custody and control of the minor son of plaintiff and defendant, Blaine Haddon, age six years, during the nine months school year of each and every year; that the above-named defendant, Heber Haddon, be, and he is hereby awarded the care, custody and control of said minor son during the summer months of June, July and August of each and every year; that the defendant shall have reasonable visitation privileges during the time the plaintiff has the care, custody and control of said minor child and that the plaintiff shall have reasonable visitation privileges during the

time the defendant has the care, custody and control of said minor child.

III

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the plaintiff shall support said minor child during the nine months of each and every year that the plaintiff has the care, custody and control of said minor child and that the defendant shall support said minor child during the three summer months that the defendant has the care, custody and control of said minor child; that the defendant shall at his own proper cost and expense at all times furnish said minor child with the necessary clothing and other wearing apparel and shall likewise at his own proper cost and expense pay any and all doctor and hospital bills that may or might be incurred for the preservation of said minor child's health and welfare.

IV

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that said minor child shall not be moved or taken a distance to exceed twenty-five miles from the city of Idaho Falls, Idaho by either plaintiff or defendant and that in the event either party violates this provision, then in such event the other party shall immediately be awarded the care, custody and control of said minor child.

V

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the defendant, Heber Haddon, be, and is hereby awarded as his sole and separate property and for his sole and separate use and benefit, the following described real and personal property, to-wit:

> Lots Fifteen to Eighteen, both inclusive, in Block Three, of the Brodbeck's Addition to the City of Idaho Falls, Bonneville County, Idaho; said real property being subject to a certain mortgage, which the said defendant assumes and agrees to pay.
>
> All household goods, furniture and fixtures, including all defendant's personal effects and wearing apparel,

and the plaintiff be, and she is divested of all right, title and interest in and to the same.

VI

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the plaintiff, Deola Haddon, be, and she is awarded as her sole and separate property and for her sole and separate use and benefit, the following described personal property, to-wit:

> The minor son's bed, clothing and toys; one guitar; Christmas tree decorations; two blankets; two bed spreads; one rug; choice of two pictures; lace table covers, as well as all of plaintiff's personal effects and wearing apparel,

and the defendant be, and he is hereby divested of all right, title and interest in and to the same.

VII

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that each party shall pay their own costs and attorney's fees. and that plaintiff shall at any time, execute and deliver to the defendant any and all instruments that may be deemed to be convenient or necessary for the purpose of carrying out the terms of the aforementioned stipulation in connection with the above-described real property awarded to the defendant.

Dated this 18 day of March A. D. 1949.

C. J. Taylor
Judge of said District Court

STATE OF IDAHO, }
County of Bonneville, } ss.

5935

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case # 7224, Deola Haddon, Plaintiff vs. Heber Haddon, Defendant,

Recorded in Book 15 of Judgments, page 200

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 7th day of April, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

MARJORIE BATES,

Plaintiff,

vs.

REED A. BATES,

Defendant.

COPY

DECREE OF DIVORCE

This cause came on regularly to be heard and tried before the Honorable C. J. Taylor, Judge of the above-entitled Court, in Chambers, at Idaho Falls, Bonneville County, State of Idaho, on the 25th day of March, 1949; the plaintiff appearing in person, and W. K. Naylor appearing as counsel for the plaintiff, and the defendant appearing not, either in person or by counsel, whereupon the plaintiff was duly and regularly sworn and examined and testified for and in her own behalf, and thereupon one Geneva Russell, witness for the plaintiff, was duly and regularly sworn and examined and testified for and in behalf of the plaintiff, and thereupon the plaintiff rested, and no proof whatsoever having been submitted for or in behalf of the defendant, this cause was thereupon submitted to the Court for its decision upon the evidence submitted for and in behalf of the plaintiff, and the Court, being fully advised in the premises now finds as follows:

That the above-named defendant has been duly and regularly served with a true copy of the Summons issued out of the above-entitled Court in the within cause, together with, and attached to, a true copy of plaintiff's Complaint on file herein; that the said defendant failed to appear or plead to plaintiff's said Complaint within the time allowed by law, or at all, and that the default of the said defendant has been duly and regularly entered herein according to law; that this Court has jurisdiction of the person of the above-named plaintiff and of the person of the above-named defendant, and of the subject matter of this action; that the

allegations of plaintiff's said Complaint have been established by sufficient and competent evidence free and clear from all legal objections and that the plaintiff is entitled to a decree of divorce as prayed for in her said Complaint filed herein; that the plaintiff is a fit and proper person to have the care, custody and control of each and all of the minor children of plaintiff and defendant.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between the plaintiff, Marjorie Bates, and the defendant, Reed A. Bates, be, and the same are hereby absolutely dissolved, set aside and held for naught, and that plaintiff and defendant are both hereby restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff shall have, and she is hereby awarded and decreed the care, custody and control of Dennis Lee Bates, Robert Wayne Bates and Audrey LaRae Bates, minor children of plaintiff and defendant, and that the defendant shall have the right to see and visit said minor children at reasonable times and places and under reasonable circumstances.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant shall pay to the plaintiff for the support and maintenance of each minor child of plaintiff and defendant, the sum of $20.00 per month, commencing during the month of April, 1949, and continuing each and every month thereafter until said minor children, respectively, become of age, or until the further order of the Court in the premises.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following described property, to-wit:

Personal Property

Household furniture and effects consisting of bedroom set (bed, dresser, dressing table), Coronado sewing machine, MW coal range, Coronado radio, Maytag washing machine, cot, cupboard, dishes, utensils and baby bed;

Real Property

Beginning 300 feet east of a point on the west line of the northeast quarter of the northwest quarter (NE¼NW¼) of Section 24, Township 2, North of Range 37, East of the Boise Meridian, that is 1214.75 feet south of the northwest corner thereof, and running thence east 60 feet, thence south 0 degrees 16' east 125 feet, thence west 60 feet, thence north 0 degrees 16' west to the place of beginning;

and all of the right, title and interest of plaintiff and defendant in said property, is the community property of plaintiff and the defendant, and the same is hereby awarded and decreed to the plaintiff as her sole and separate property and for her sole and separate use and benefit.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said defendant be, and he hereby is, enjoined and restrained from in any manner molesting or annoying the plaintiff, and from coming to or upon the premises where plaintiff resides, or shall reside, to see and visit the said minor children of plaintiff and defendant when the said defendant is intoxicated in or to any degree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant shall pay to the plaintiff, or to W. K. Naylor, her attorney of record herein, the sum of $100.00 as and for plaintiff's attorney's fees incurred herein, and that the plaintiff shall have and recover of and from the said defendant, her costs incurred herein in the sum of $16.40, being a total judgment hereby rendered in favor of the plaintiff and against the defendant in the sum of $116.40, for which execution may issue.

Done and dated at Idaho Falls, Idaho, this 25th day of March, 1949.

C. J. Taylor
DISTRICT JUDGE.

5936

STATE OF IDAHO, } ss.
County of Bonneville, }

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce, in Case # 7262, Majorie Bates, Plaintiff vs. Reed A. Bates, Defendant. Recorded in Book 15 of Judgments, page 215,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 7th day of April, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

ROBERT J. CACY,

Plaintiff,

vs.

FRANCES B. CACY,

Defendant.

Copy

DECREE OF DIVORCE

This cause came on regularly to be heard before the Honorable C. J. Taylor, Judge of the above-entitled Court, in Chambers, at Idaho Falls, Bonneville County, State of Idaho, on this 25th day of March, 1949; the plaintiff appearing in person, and W. K. Naylor appearing as counsel for the plaintiff, and the defendant appearing not, either in person or by counsel, whereupon the plaintiff was duly and regularly sworn and examined and testified for and in his own behalf, and thereupon one Herman Miller, witness for the plaintiff, was duly and regularly sworn and examined and testified for and in behalf of the plaintiff, and thereupon the plaintiff rested, and no proof whatsoever having been submitted for or in behalf of the defendant, this cause was thereupon submitted to the Court for its decision upon the evidence submitted for and in behalf of the plaintiff, and the Court, being fully advised in the premises now finds as follows:

That the above-named defendant has been duly and regularly served with a true copy of Another Summons issued out of the above-entitled Court in the within cause, together with, and attached to, a true copy of plaintiff's Complaint and Supplemental Complaint on file herein; that the said defendant failed to appear or plead to plaintiff's said Complaint or Supplemental Complaint within the time allowed by law, or at all, and that the default of the defendant has been duly and regularly entered herein according to law; that this Court has jurisdiction of the person of the above-named plaintiff and of the subject matter of this action; that the

allegations of plaintiff's said Complaint and Supplemental Complaint have been established by sufficient and competent evidence free and clear from all legal objections, and that the plaintiff is entitled to a decree of divorce as prayed for in his said Complaint and Supplemental Complaint on file herein; that there are no minor children as the issue of said marriage and no property rights to be adjudicated in or by this action.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between the plaintiff, Robert J. Cacy, and the defendant, Frances B. Cacy, be, and the same are hereby absolutely dissolved, set aside and held for naught, and that they are hereby both restored to the status of single persons.

Done and dated at Idaho Falls, Idaho, this 25th day of March, 1949.

C. J. Taylor
DISTRICT JUDGE

5937

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce, in Case # 7102, Robert J. Cacy, Plaintiff, vs. Frances B. Cacy, Defendant, Recorded in Book 15 of Judgments, page 211,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 7th day of April, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

347933

5938

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

. . . . . .

FILED
10:38 A.M. ____ P.M.
MAR 17 1949
S. J. BOOTE, CLERK
D. Lowell
DEPUTY

DOROTHEY WYATT,

Plaintiff

vs

HOWARD R. WYATT,

Defendant

D E C R E E

This cause coming on regularly for hearing before the above entitled Court on the 10th day of January, 1949, upon the plaintiff's complaint, service of the same and of the summons in this action having been duly and regularly and in the manner provided by law personally served upon the defendant Howard R. Wyatt, at Caldwell, Idaho, 7th day of December, 1948, and the defendant failing to appear herein or to plead in said action within the time allowed by law, as specified in said summons; motion for the entry of the default of the said defendant for failing to appear was duly made, and it appearing to the court that said defendant, Howard R. Wyatt, was not at any time during the pendency of this action in the military service of the United States or any of the branches or departments thereof, order was duly issued directing the clerk of this court to enter the default of the said defendant for so failing to appear and plead within the time allowed by law, pursuant to the order of this Court, thereafter the default of said defendant for so failing to appear and plead within the time allowed by law was duly and regularly entered by the clerk of this court in the above entitled cause and prior to the hearing of this matter; and the plaintiff appearing in person and by her attorney Harold L. Keamans, and the defendant not appearing in said cause the court proceeded to the hearing thereof.

The plaintiff and her witnesses were called, duly sworn and testified in open court and in support of all the material allegations of the complaint; and from such testimony it appears to the satisfaction of the Court that all of the material allegations of said complaint are true; That the plaintiff has been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action; That the plaintiff is entitled to an absolute divorce from the defendant on the grounds of extreme cruelty.

Now, Therefore, It is ORDERED, ADJUDGED and DECREED, and This Does ORDER, ADJUDGE and DECREE:

That the plaintiff Dorothey Wyatt, be, and she hereby is, granted an absolute divorce from the defendant Howard R. Wyatt.

Done in open court this 17th day of March, 1949.

Thomas E Buckner
District Judge

State of Idaho }
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATE
March 17, 1949
S. J. Poore, Clerk of the District Court and Ex Officio Recorder.
By A. Powell
Deputy

3476

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

5939

DOLORES A. TEATER,

Plaintiff,

-vs-

FRANK LeROY TEATER,

Defendant.

DECREE OF DIVORCE

FILED
A.M. 12:25 P.M.
MAR 9 1949
S. S. FOOTE, Clerk
Lavona Payne
DEPUTY

This cause came on regularly for hearing this 28th day of February, 1949, plaintiff appearing in person and by her attorney of record, W. W. Wander, Esq., and the defendant having appeared by answer and having dismissed said answer and refused to plead further and it appearing to the satisfaction of the Court that the Defendant has been duly and regularly served within the State of Idaho, the Court then proceeded to hear the testimony and evidence introduced by the plaintiff in support of her cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grievous mental suffering in and upon the person of the plaintiff, all without cause or provocation.

Now, Therefore, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the plaintiff, Dolores A. Teater, and the defendant, Frank LeRoy Teater, be, and the same are hereby dissolved, and the plaintiff be and she is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of extreme cruelty as prayed for in her complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons.

It is hereby ORDERED, ADJUDGED and DECREED, That the Plaintiff's previous maiden name of Dolores A. Hindberg be restored to her.

Done in Open Court at Caldwell, Idaho, This 28th day of February, 1949.

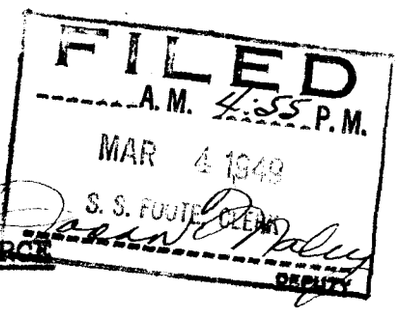
Thomas E. Buckner
District Judge.

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
FILED
Mar. 9th, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By Lavona Payne
Deputy

X

347454 5940

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON



BETTY D. WHITE,

Plaintiff,

-vs-

IVAN M. WHITE,

Defendant.

DECREE OF DIVORCE

This cause coming on regularly for hearing this 4th day of March, 1949, on the complaint of the plaintiff taken as confessed by the defendant, whose default for not answering has been duly entered in said cause this day.

It appearing to this Court that the said defendant, Ivan M. White, has been duly and regularly served with Summons in the above entitled cause according to law, and that more than twenty (20) days have elapsed since said service.

Witnesses were duly sworn and examined on behalf of the plaintiff and the evidence being closed, the case was submitted to the Court for its decision and after due deliberation the Court finds:

That the plaintiff has filed her affidavit as provided under the Soldiers' and Sailors' Civil Relief Act of 1940, in which plaintiff states that the defendant, Ivan M. White, is not in the Military Service of the United States, as defined by Section 101 (1) of the Act of Congress approved October 17, 1940; that pursuant to said affidavit, an order allowing default was entered by the Court herein ordering that in case of proper service, default judgment be entered against the said defendant, Ivan M. White.

That all of the allegations contained in plaintiff's complaint are true and supported by evidence; that the plaintiff and defendant intermarried at Glendale, County of Maricopa, State of Arizona, on or about the 14th day of April, 1943, and ever since said time have been, and now are husband and wife;

That plaintiff is now and has been for more than three (3) years last past preceeding the commencement of this action a resident of the State of Idaho.

That there are no children the issue of the marriage of the plaintiff and defendant;

That there is no community property of the plaintiff and defendant;

That the Court finds that the defendant has been guilty of desertion as more particularly set forth in plaintiff's complaint.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED and DECREED, and this DOES ORDER, ADJUDGE and DECREE that the marriage bonds between the plaintiff, Betty D. White, and the defendant, Ivan M. White, be and the same are hereby dissolved, and that the parties of each of them, are free and absolutely released from the bonds of matrimony and all obligations thereof.

DATED this 24 day of March, 1949.

THOMAS E. BUCKNER
District Judge

State of Idaho }
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.
DATED
March 24, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By Ivan O'Maley
Deputy

347793

5941

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
11:22 A.M. P.M.
MAR 14 1949
S. S. FOOTE, CLERK
DEPUTY

DOROTHY NESHEIM,

Plaintiff,

-vs-

CLAYTON A. NESHEIM,

Defendant.

DECREE

The above entitled matter coming on regularly to be heard this 14th day of March, 1949, before Honorable Thomas E. Buckner, District Judge, the plaintiff appearing in person and by Mary Schmitt, one of her attorneys, and the defendant appearing neither in person nor by attorney; and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law, and that the time in which the defendant was required to demur, answer or plead to said complaint had expired, and that the defendant is not in the military service of the United States, the default of the defendant was entered herein, the plaintiff made proof, and the court finding for the plaintiff,

It is hereby ordered, adjudged, and decreed that the bonds of matrimony now existing between the plaintiff, Dorothy Nesheim, and the defendant, Clayton A. Nesheim, be and the same hereby are dissolved.

It is further ordered, adjudged, and decreed that the sole custody of the minor children, Vivian Margaret Nesheim and Clayton Loren Nesheim, be awarded to the plaintiff.

Dated at Caldwell, Idaho, this 14th day of March, 1949.

Thomas E. Buckner
District Judge

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED March 14, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder
By Deputy

347853

5942

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
10:22 A.M. 1:20 P.M.
MAR 18 1949
S. S. FOOTE, Clerk
Deputy

ELMER FIX,

Plaintiff,

vs

WILMA GRACE FIX,

Defendant.

D E C R E E

This cause came on regularly for hearing the 14th day of March, 1949, before the court without a jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required by law to demur to, answer, or plead to said complaint has expired, and this her default for so failing to plead to said complaint within the time required by law has been duly and regularly entered herein, the court proceeded with the trial of said cause.

Witnesses were called, sworn, and testified for and in behalf of the plaintiff and the case was submitted to the court for final determination and decision, and the court having found that the plaintiff and defendant were duly married at Caldwell, Idaho, on the 19th day of April, 1947, and the plaintiff has been for more than six weeks last past, a bona fide resident of the State of Idaho, and that the defendant,

disregarding the solemnity of her marriage vows, wilfully and without cause, deserted and abandoned the plaintiff and has for more than one year last past continued to so wilfully and without cause desert and abandon said plaintiff and to live separate and apart from her, and is such as to constitute desertion as defined by the statutes of the State of Idaho.

The court ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's complaint.

WHEREFORE, it is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE, and DECREE that the bonds of matrimony now existing between t he above named plaintiff and the above named defendant be, and the same are hereby dissolved and the plaintiff and defendant are absolutely freed from all obligations thereof.

Dated this 14th day of March, 1949.

Thomas E. Buckner
District Judge.

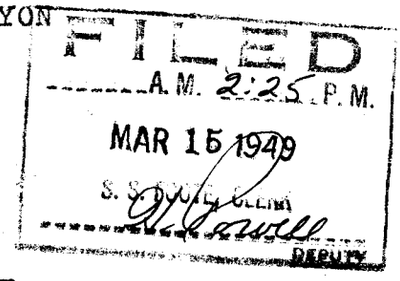
State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
March 15, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder
By D. Powell
Deputy

X

347854

5943

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON



LULA E. ROCKHOLD,)
Plaintiff,)
) DECREE
-vs-
)
LLOYD C. ROCKHOLD,)
Defendant)

This cause came on regularly for hearing the 14th day of March, 1949, before the Court without jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required to demur, answer or plead to said complaint within the time required by law has been duly and regularly entered herein, the Court proceeded with the trial of said cause.

Witnesses were called, sworn and testified for and on behalf of plaintiff and the case was submitted to the Court for final determination and decision, and the Court having found that the plaintiff and defendant were duly married at Meridian, Idaho, on the 24th day of May, 1947, and that the plaintiff has been for more than six weeks last past a bona fide resident of the State of Idaho, and that the defendant, disregarding the solemnity of his marriage vows, has caused the plaintiff great mental and physical suffering, pain and anguish, and is such as to constitute cruelty.

The Court therefore ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's complaint.

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same are, hereby dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof;

That the plaintiff's maiden name of Foster be restored to her.

DATED: This 14th day of March, 1949.

Thomas E. Buckner
District Judge

State of Idaho }
County of Crayon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
March 15 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By D. Powell
Deputy

X

347934 5944

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL
DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF CANYON

FILED
10:40 A.M. ..... P.M.
MAR 17 1949
S. S. TOOLE, CLERK
H. Powell
DEPUTY

HENRY E. SANDERS,

Plaintiff

vs

MYRTLE G. SANDERS,

Defendant

DECREE

This cause coming on regularly for hearing before the above entitled Court on the 14th day of March, 1949, upon the plaintiff's complaint, service of the same and of the summons in this action having been duly and regularly and in the manner provided by law personally served upon the defendant, Myrtle G. Sanders, at Caldwell, Idaho, on the 18th day of February, 1949, and the defendant failing to appear herein or to plead in said action within the time allowed by law, as specified in said summons; motion for the entry of the default of the said defendant for failing to appear was duly made, and it appearing to the court that said defendant, Myrtle G. Sanders, was not at any time during the pendency of this action in the military service of the United States or any of the branches or departments thereof, order was duly issued directing the clerk of this court to enter the default of the said defendant for so failing to appear and plead within the time allowed by law, pursuant to the order of this Court, thereafter the default of said defendant for so failing to appear and plead within the time allowed by law was duly and regularly entered by the clerk of this court in the above entitled cause and prior to the hearing of this matter; and the plaintiff appearing in person and by his attorney, Harold L. Yeamans, and the defendant not appearing in said cause the court proceeded to the hearing thereof.

The plaintiff and his witnessew were called, duly sworn and testified in open court and in support of all the material allegations of the complaint; and from such testimony it appears to the satisfaction of the Court that all of the material allegations of said complaint are true; That the plaintiff has been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action; That the plaintiff is entitled to an absolute divorce from the defendant on the grounds of extreme cruelty.

Now, Therefore, IT IS ORDERED, ADJUDGED and DECREED, and This Does ORDER, ADJUDGE and DECREE:

That the plaintiff, Harry E. Sanders, be, and he hereby is, granted an absolute divorce from the defendant, Myrtle G. Sanders.

Done in open Court this 17 day of March, 1949.

Thomas E Buckner
District Judge

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
March 17, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By N. Powell
Deputy

X

347892

5945

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

- - -

FILED
.....A.M. 9:54 P.M.
MAR 19 1949
S. S. FOOTE, CLERK
A. Lowes
DEPUTY

GRACE BALL,

Plaintiff,

-vs-

RICHARD R. BALL,

Defendant.

DECREE OF DIVORCE

- - -

This cause came on regularly to be heard on March 14th, 1949. Donald Anderson appeared as attorney for plaintiff, and the defendant did not appear by counsel or otherwise.

It being made to appear to the Court that summons was duly and regularly served upon the defendant and that an affidavit showing non-military service by the defendant, and an order authorizing the entry of defendant's default for failure to appear or plead has been entered by this Court, and that the default of the defendant was entered more than twenty days after such service of summons.

Witnesses were sworn and examined on behalf of the plaintiff and the cause was submitted to the Court, and the Court having duly considered the same, finds that the plaintiff and defendant are husband and wife, that the plaintiff has been a bona fide resident of the State of Idaho for more than six full weeks next preceding the commencement of this action, that preceding the filing of the complaint defendant has been guilty of extreme cruelty toward the plaintiff and that by reason thereof plaintiff is entitled to have the marriage relation existing between her and the defendant

dissolved, that the plaintiff and defendant have three minor children, to-wit: Freida Ball, of the age of 15 years, Jay Ball, of the age of 12 years, and Dean Ball, of the age of 9 years, and that the custody of said minor children should be granted to plaintiff, and that the defendant is able to and should pay the sum of Fifty Dollars ($50.00) per month for the support of said children; that, in addition to the community property which has been divided between the parties to this action, there are some credits due from the Dairymen's Cooperative Creamery of Boise Valley, which should be awarded to plaintiff.

NOW, THEREFORE, On motion of Donald Anderson, attorney for plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the marriage bond heretofore and now existing between plaintiff and defendant be, and the same is hereby, cancelled and dissolved on the grounds of extreme cruelty on the part of the defendant toward the plaintiff, and the parties, and each of them, are free and absolutely divorced.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be, and she is hereby, awarded the care and custody of Freida Ball, of the age of 15 years, Jay Ball, of the age of 12 years, and Dean Ball, of the age of 9 years, and the sum of Fifty Dollars ($50.00) per month, to be paid on or before the fifth day of each month for the support of said minor children until such time as said children have obtained the age of legal majority or until further order of the Court; that the plaintiff shall have as her own, sole and separate property, in addition to the property which the plaintiff and defendant have divided among themselves, the following property:

1 share of common capital stock, Dairymen's Cooperative Creamery
value - $1.00

Allocated credits to the Capital Reserve Fund of Dairymen's Cooperative Creamery of Boise Valley for the following years:

1945 in the amount of $3.80
1946 in the amount of $110.88
1947 in the amount of $59.02

together with any and all other amounts of whatsoever nature, if any there be, owing from said Creamery.

DATED this 16th day of March, 1949.

THOMAS E. BUCKNER
District Judge

State of Idaho }
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
March 16, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By D. Powell
Deputy

347932

5946

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

. . . . . .

FILED
10:36 A.M. ..... P.M.
MAR 17 1949
S. S. FOOTE, CLERK
A. Powell DEPUTY

ROBERT M. AMOS, Plaintiff

vs

ANN CATHERINE AMOS, Defendant

DECREE

. . . . . .

This cause came on regularly for hearing before the above entitled court on the 14th day of March, 1949, upon the plaintiff's complaint, service of the same and of the summons in this action having been duly and regularly, and in the manner provided by law, made on the defendant and the defendant failing to appear herein or to plead in said action within the time allowed by law as specified in said summons; motion for the entry of the default of the said defendant for failing to appear was duly made, and it appearing to the court that said defendant, Ann Catherine Amos, was not at any time during the pendency of this action in the military service of the UnitedStates or any of the branches or departments thereof, order was duly issued directing the clerk of this court to enter the default of said defendant for so failing to appear and plead to said complaint within the time allowed by law was duly and regularly entered by the clerk of this court in the above entitled cause and prior to the hearing of this matter; and the plaintiff appearing in person and by his attorney, Harold L. Yeamans, and the defendant not appearing in said cause the court proceeded to the hearing thereof:

The plaintiff and one witness were duly called , duly sworn, and testified in open court on the said 14th day of March, 1949, in support of the materail allegations of said complaint and the court not being satisfied as to the sufficiency of the corrobative evidence in certain respects the cause was, upon the motion of plaintiff's said attorney continued until the 17th day of March, 1949, at which time an additional witness was called, duly sworn, and testified in support of the material allegations of said complaint; and

upon the hearing of the additional testimony the court was satisfied that all of the material allegations of said complaint are true, that the plaintiff has been and now is a bona fide resident of the State of Idaho, as alleged in said complaint and that he is entitled to a decree of divorce from the defendant on the grounds of Wilful Desertion.

Now, therefore,, IT IS ORDERED , ADJUDGED, AND DECREED And this does ORDER, ADJUDGE AND DECREE:

That the plaintiff, Robert M. Amos, be, and he hereby is, granted an absolute divorce from the defendant, Ann Catherine Amos, and that each of the parties to said marriage be, and they hereby are, restored to the status of singl persons.

Done in open court this 17th day of March, 1949.

Thomas E Buckner
District Judge

State of Idaho }
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
March 17, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By: N. Powell
Deputy

X

348272

5947

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
11:40 A.M. ..... P.M.
MAR 28 1949
S. S. FOUTZ, Clerk
Isaac C. Paley
DEPUTY

EULA ELIZABETH YOUNG,
Plaintiff,

VS

WILLIAM E. YOUNG,
Defendant.

D E C R E E

This cause came on regularly for hearing the 28th day of March, 1949, before the court without a jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required by law to demur to, answer, or plead to said complaint has expired, and this his default for so failing to plead to said complaint within the time required by law has been duly and regularly entered herein, the court proceeded with the trial of said cause.

Witnesses were called, sworn, and testified for and in behalf of the plaintiff and the case was submitted to the court for final determination and decision, and the court having found that the plaintiff and defendant were duly married at Reno, Nevada, on the 1st day of March, 1945, and the plaintiff has been for more than six weeks last past, a bona fide resident of the State of Idaho, and that the defendant,

disregarding the solemnity of his marriage vows, wilfully and without cause, deserted and abandoned the plaintiff and has for more than one year last past continued to so wilfully and without cause desert and abandon the plaintiff and to live separate and apart from her, and is such as to constitute desertion as defined by the statutes of the State of Idaho.

The court ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's complaint.

WHEREFORE, it is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE, and DECREE that the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same are hereby dissolved and the plaintiff and defendant are absolutely freed from all obligations thereof.

Dated this 28 day of March, 1949.

State of Idaho
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
March 28, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By Jessie Maley
Deputy

Thomas E Buckner
District Judge.

X

348411 5948

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

* * * * * * * * * * * *

FILED
A.M. 3:24 P.M.
MAR 31 1949
S. S. FOOTE, CLERK
DEPUTY

FREDRICK T. RAU,

Plaintiff,

-vs-

ARLEAN WALTRINA RAU,

Defendant.

DECREE OF DIVORCE

* * * * * * * * * * * *

THIS CAUSE Coming regularly on to be heard the 24th day of January, 1949, and continued until the 31st day of March, 1949, plaintiff appearing together with his attorney, Earl E. Garrity, and defendant not appearing in person or otherwise; and it appearing to the Court that summons in this cause has been served upon the defendant herein personally in Nampa, Canyon County, Idaho, and that the time for making appearance has elapsed, and the defendant, Arlean Waltrina Rau, has failed to appear, answer or plead to plaintiff's complaint herein within the time allowed by law; and it appearing to the Court that the defendant is not in the military service of the United States, and that default of the defendant was duly and regularly entered herein on the 24th day of January, 1949;

WHEREUPON Evidence was introduced on behalf of the plaintiff and the cause submitted, whereupon, the Court took the matter under advisement, and it appearing that all the material allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, On motion of Earl E. Garrity, attorney for the plaintiff, and by virtue of the law and by reason of the premises aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That plaintiff shall have, and he is hereby granted, a divorce from the defendant on the grounds of extreme cruelty, and that the bonds of matrimony between said parties are hereby dissolved, and said parties, and each of them, are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the care, custody and control of Stephen LeRoy, age 30 months, minor child of the parties herein, is granted to Fredrick T. Rau, plaintiff herein, and that the defendant, Arlean Waltrina Rau, shall have the right to visit said minor child, and be visited by him at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the defendant shall have as her sole and separate property the following described property:

A 2-room dwelling situate on real property not belonging to the parties;

Household furnishings;

1937 Ford Sedan.

Done in open Court at Caldwell, Canyon County, Idaho, this 31st day of March, 1949.

Thomas E Buckner
District Judge.

State of Idaho }
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
March 31, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By D. Powell
Deputy

7715

5949

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

****

GERTRUDE KNOBEL, PLAINTIFF, VS. FORREST H. KNOBEL, DEFENDANT.	DECREE OF DIVORCE ******

THIS CAUSE came on regularly for hearing before Honorable KALES E. LOWE, one of the District Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Cassia on the second day of March, 1949, at Burley, Idaho.

The Plaintiff appeared with her counsel, Henry W. Tucker, and the defendant appeared neither in person nor by counsel; and it appearing to the satisfaction of the Court that the defendant, Forrest H. Knobel has been duly served with process herein according to law; and that the time for demurring and answering the complaint on file herein has expired, and that defendant has made no appearance herein; and that the affidavit required by the provisions of the Soldiers' and Sailors' Civil Relief Act as amended has been duly filed; and that default herein has been duly entered by the Clerk of this Court according to law,

WHEREUPON, the Court proceeded to the hearing. Witnesses on behalf of the plaintiff in support of the allegations of her complaint were duly sworn and testified; and the evidence being closed, and the Court being fully advised in the premises, after deliberation did order the plaintiff to have judgment against the defendant as herein set forth,

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1.

That the bonds of matrimony now existing between the plaintiff and the defendant be, and they are hereby dissolved; and the plaintiff released from all further obligation thereof; and is hereby restored to the status of a single person.

2.

That the plaintiff is hereby awarded sole control and custody of the two children born issue of this marriage, to wit,- Forrest H. Knobel, Jr. of the approximate age of seven years, and Marcia Kay Knobel, of the approximate age of three years, such control and custody to be during the minority of said children and each of them.

Dated at Burley, Idaho this second day of March, 1949.

s/ Kales E. Lowe

District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss

I, Wm. Baugh Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of "Decree of Divorce" in the Case of Gertrude Frobel vs Ernest A. Frobel Case # 5166

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 3rd day of March, 1947.

Wm. Baugh Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Hyda Hunter
Deputy

5191

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CASSIA COUNTY.

5950

RACHEL HERRING,
Plaintiff,
vs.
ROBERT E. HERRING,
Defendant.

JUDGMENT
and
DECREE of DIVORCE

THIS CAUSE came on regularly to be heard at chambers, at Burley, Cassia County, Idaho, before Honorable Kales E. Lowe, one of the District Judges of the Eleventh Judicial District of the State of Idaho, on the 2nd day of March, A.D., 1949, the plaintiff appearing in person and by her attorney, Dean Kloepfer; and it appearing to the satisfaction of the Court that the defendant herein received service of process in the City of New York, State of New York, and that he, the said defendant herein, has filed in this Court and Cause, his voluntary and personal appearance wherein and whereby he waived statutory time in which to file further appearance and consented that this action might be heard at any time, either at Chambers or in open Court, and did refuse to plead further; and did certify that he is not and for more than six (6) months last past has not been in the Military Service of the United States or its allies; and the default of the said defendant having been regularly entered;

WHEREUPON, the Court proceeded to the hearing herein, and witnesses on behalf of the plaintiff were sworn and examined and the cause was submitted to the Court herein for decision; and it appearing to the satisfaction of the Court that all of the allegations of the Complaint are sustained by evidence free from all legal exceptions as to its competency, admissibility or sufficiency; and it appearing that the matters to alleged are true and correct and are sufficient to entitle the plaintiff to the relief prayed for in plaintiff's complaint,

and the Court having heard the evidence and being fully advised in the premises, did order that the plaintiff have judgment herein as hereinafter set forth;

NOW, THEREFORE, by virtue of the law and by reason of the premises aforesaid, it is HEREBY ORDERED, ADJUDGED AND DECREED:

I.

That the bonds of matrimony now existing between the plaintiff and defendant be dissolved, annulled, and held for naught, and the said plaintiff and defendant are hereby restored to the status of single persons.

II.

That the Plaintiff is hereby restored her maiden name of Rachel Schoessler.

DATED this 2nd day of March A.D., 1949.

Kales E. Lowe
DISTRICT JUDGE

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss

I, Wm Daugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of Judgment and Decree of Divorce in the Case of Rachel Hearing vs Robert E. Herring -- Case #5191

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 3rd day of March, 1949.

Wm Daugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder, Cassia County, Idaho

By Zyda Hunter
Deputy

5951

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF CLEARWATER.

JAMES JOSEPH MILES,
Plaintiff

vs.

DOROTHY M. MILES,
Defendant.

Case No 2134
Filed March 7 1949
at 2/30 o'clock P M
Gayle Hayden Clerk

DECREE.

This matter having come on regularly for hearing in the above entitlec court, before the Honorable A.L. Morgan, District Judge, at Orofino, Idaho, on the 7th day of March, 1949; the plaintiff appearing in person with his counsel, Samuel F. Swayne, and the defendant not appearing and no one appearing for or in her behalf, and the Defendant having been personally served with process and the time having expired for answering or demurring and no answer and demur having been filed, and it appearing the the proper non-military affidavit has been filed herein and that the defendant is not engaged in any military activity; the plaintiff adduced testimony and the court proceedded to hear and considered the same, and being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimoney heretofore uniting the plaintiff and defendant, be and the same hereby are dissolved and held at naught and the parties are restored to the status of single persons.

Done this 7th day of March, 1949.

/s/ A. L. Morgan
A. L. Morgan,
District Judge.

Recorded in Book 3 of Judgments at Page 302. Gayle Hayden, Recorder
By: Bertie Graham, Deputy

I, [illegible] and Ex-Officio [illegible] of Idaho, do hereby certify that the foregoing is a full, true and correct copy of [illegible] and of record in my office.

WITNESS my hand and official seal hereto affixed this 14 day of March A. D., 1949

Gayle Hayden
CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER
By: Bertie Graham
Deputy

5952

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF CLEARWATER.

FRANK HULBERT,
Plaintiff

vs

EUNICE HULBERT,
Defendant.

Case No. 2141
Filed March 12 1949
at 11/30 o'clock A M
Gayle Hayden Clerk

DECREE

The Above entited action combng on regularly for hearing before the Honorable A.L. MORGAN, Judge of the abovee entitle court, at Orofino, Idaho, on the 7th day of March, 1949; the defendant having been regularly served with process and the Prosecuting Attorney of Clearwater County, Idaho, F.F. Kimble appearing for and on her behalf, and the plaintiff appearing with his counsel, Samuel F. Swayne, and witnessess having been sworn and testified and the court having heard and considered the same and being fully advised in the premises
IT IS HEREBY ORDERED ADJUDGED AND DECREED THAT the bonds of matrimony heretofore uniting the plaintiff and defendant be, and the same hereby are disolved and held at naught and the parties returned to the status of single persons.

Done in open Court this 7th day of March, 1949.

A. L. Morgan
A.L. Morgan, Distict Judge.

Recorded in Book 3 of Judgments at page 305. Gayle Hayden, Recorder
By: Bertie Graham, Deputy

in my office.

WITNESS my hand and official seal hereto affixed this 14 day of March A. D., 1949

Gayle Hayden
CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER
By: Bertie Graham
Deputy

5953

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CLEARWATER COUNTY

HELEN NETTE, Plaintiff
vs.
ALBERT NETTE, Defendant

Case Number 2145

Filed March 7 - 1949

Gayle Hayden
Clerk of the Court

DECREE

The above entitled cause came on duly and regularly for hearing and trial before the Honorable A. L. Morgan, Judge of the above entitled Court in open court at Orofino, Idaho, on the 7th day of March, 1949, the plaintiff appearing in person and with her counsel, Warren F. Gardner, and the defendant not appearing, and no one appearing for or on his behalf, after the default of the defendant had been duly and regularly entered in the premises for his failure to answer or demur to plaintiff's complaint or in any way appear herein within the time allowed to him by law therefor, after he had been duly and regularly served with Summons and a copy of the Complaint in this action, and the Court having heard the evidence adduced on behalf of the plaintiff, and having examined the records and files of this action, and having made and entered its Findings of Fact and Conclusions of Law,

NOW, ON THIS DAY, on motion of the attorney for the plaintiff, the following decree is made and entered by the Court:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I.

That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be, and the same

hereby are, forever dissolved, and that the plaintiff be, and she hereby is, returned to the status of a single person.

II.

That all the right, title and interest of the plaintiff and the defendant, and of the plaintiff individually or separately in, of and to all the community property owned and possessed by the said parties be, and the same hereby is, set over to the defendant as his sole and separate property, and that the same be and hereby is declared and adjudged to be the sole and separate property of the defendant, free and clear of any and all claims and right of the plaintiff thereto whatsoever.

Done this 7th day of March, 1949.

A. L. Morgan
District Judge

Recorded in Book 3 of Judgments at Page 303.
Gayle Hayden, Recorder By: Bertie Graham, Deputy

STATE OF IDAHO)
County of Clearwater) ss.

I, GAYLE HAYDEN, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County, State of Idaho, do hereby certify that the foregoing is a full, true and correct copy of an instrument as the same now remains on file and of record in my office.

WITNESS my hand and official seal hereto affixed this 16 day of March A. D., 1949.

Gayle Hayden
CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER
By: Bertie Graham
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CLEARWATER COUNTY

MILDRED SMITH, Plaintiff
vs.
BASIL SMITH, Defendant

Case Number 2148

Filed March 7 - 1949

Gayle Hayden
Clerk of the Court

DECREE

The above entitled cause came on duly and regularly for hearing and trial before the Honorable A. L. Morgan, Judge of the above entitled Court in open court at Orofino, Idaho, on the 7th day of March, 1949, the plaintiff appearing in person and with her counsel, Warren F. Gardner, and the defendant not appearing, and no one appearing for or on his behalf, after the default of the defendant had been duly and regularly entered in the premises for his failure to answer or demur to plaintiff's complaint or in any way appear herein within the time allowed to him by law therefor, after he had been duly and regularly served with Summons and a copy of the Complaint in this action, and the Court having heard the evidence adduced on behalf of the plaintiff, and having examined the records and files of this action, and having made and entered its Findings of Fact and Conclusions of Law,

NOW, ON THIS DAY, on motion of the attorney for the plaintiff, the following decree is made and entered by the Court:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I.

That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be, and the same

hereby are, forever dissolved, and that the plaintiff be, and she hereby is, returned to the status of a single person.

II.

That that certain Property Settlement Agreement made and entered into between the plaintiff and defendant on the 27th day of February, 1949, be, and the same hereby is, approved, ratified and confirmed.

III.

That all of the right, title and interest of the plaintiff and the defendant, and of the defendant individually or separately, in, of and to the following described real property situate in Clearwater County, Idaho, to-wit:

> Lot Two (2) of Block One (1) of the River View Subdivision in the South half of the North half ($S\frac{1}{2}N\frac{1}{2}$) of Section Three (3), Township Thirty-Six (36) North, Range One (1) E.B.M.

be and the same hereby is, set over to the plaintiff as her sole and separate property, and that the same be and hereby is declared and adjudged to be the sole and separate property of the plaintiff, free and clear of any and all claims and right of the defendant thereto whatsoever.

IV.

That all of the right, title and interest of the plaintiff and the defendant, and of the plaintiff individually or separately, in, of and to the following described real property situate in Clearwater County, Idaho, to-wit:

> Lot Three (3) of Block One (1) of the River View Subdivision in the South half of the North half ($S\frac{1}{2}N\frac{1}{2}$) of Section Three (3), Township Thirty-Six (36) North, Range One (1) E.B.M.

be and the same hereby is, set over to the defendant as his sole and separate property, and that the same be and hereby is declared and adjudged to be the sole and separate property of the defendant, free and clear of any and all claims and

right of the plaintiff thereto whatsoever.

Done this 7th day of March, 1949.

A. L. Morgan
District Judge

Recorded in Book 3 of Judgments at Page 304.
Gayle Hayden, Recorder By: Bertie Graham, Deputy

STATE OF IDAHO, } ss.
County of Clearwater }

I, GAYLE HAYDEN, Clerk of the District Court and Ex-Officio Auditor and Recorder of Clearwater County, State of Idaho, do hereby certify that the foregoing is a full, true, and correct copy of an instrument as the same now remains on file and of record in my office.

WITNESS my hand and official seal hereto affixed this 16 day of March A. D., 19 49

Gayle Hayden
CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER
By: Bertie Graham, Deputy

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF FREMONT

MARTHA NICHOLS,

Plaintiff,

vs.

DEE ALDEN NICHOLS,

Defendant

DECREE

- - - - - - - - - - - - -

The above entitled matter coming on regularly for hearing this day in Open Court, before the Honorable C. J. Taylor, District Judge, the Plaintiff appearing in person, and by her Attorney, Ralph Litton, and the Defendant having defaulted and failed to appear either in person, or by Attorney.

Upon said hearing it appearing to the satisfaction of the Court, that the said Defendant herein has been duly and regularly served with Summons and Complaint, and that his Default has been duly and regularly entered up according to law; the Court having heard the testimony introduced on behalf of the Plaintiff, and the Cause having been duly submitted, and the Court having considered the law and the evidence, and being fully advised in the premises, finds that each and every material allegation contained in Plaintiff's Complaint herein is true, and has been established by competent evidence; that the Plaintiff is entitled to have the bonds of matrimony existing between her and the Defendant dissolved, and the care and custody of minor children of said marriage awarded to her and that the Defendant should also pay to said Plaintiff her costs of suit and Attorney fees together with reasonable monthly support for the children of said marriage.

NOW THEREFORE IT IS ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony existing between the Plaintiff, Martha Nichols, and the Defendant, Dee Alden Nichols, be, and the same are hereby dissolved and set aside and said parties, and each of them, is hereby restored to the status of single persons.

2. That the care and custory of the minor children of said marriage, to-wit; Jackie Dean Nichols, daughter, aged five years, Judy M. Nichols, daughter, aged four years, Nicky J. Nichols, son, aged two years, Ace Nichols, aged two weeks, be, and the same is hereby awarded to the Plaintiff, subject to the right of Defendant to visit said children at reasonable times, under reasonable conditions and at reasonable places.

3. That the Defendant pay to the Plaintiff her Court costs in the sum of $16.40 herein incurred together with $100.00 Attorney fees, and the monthly sum of $40.00 for the support of said children. Said payments to begin as of April 1, 1949.

Dated this 4th day of March, 1949

C. J. Taylor
District Judge

STATE OF IDAHO,)
COUNTY OF FREMONT,) ss:

I, T. H. Foley, Clerk of the District Court, and Ex-Officio Auditor and Recorder, in and for the County of Fremont, State of Idaho, do hereby certify that the attached is a full, true, and correct copy of a certain Decree of Divorce

Martha Nichols vs Dee Alden Nichols

as the same now appears of record on file in my office, as instrument No. 265979

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 7 day of March A. D., 1949.

T. H. Foley

Clerk of District Court, and Ex-Officio Auditor and Recorder.

By Maud Bird
Deputy Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF FREMONT

BETTY STODDARD, Plaintiff,
vs.
DELBERT STODDARD, Defendant,

DECREE

- - - - - - - - - - - - -

The above entitled matter coming on regularly for hearing this day in Open Court, before the Honorable C. J. Taylor, District Judge, the Plaintiff appearing in person, and by her Attorney, Ralph Litton, and the Defendant having defaulted and failed to appear either in person, or by Attorney.

Upon said hearing it appearing to the satisfaction of the Court, that the said Defendant herein has been duly and regularly served with Summons and Complaint, and that his Default has been duly and regularly entered up according to law; the Court having heard the testimony introduced on behalf of the Plaintiff, and the Cause having been duly submitted, and the Court having considered the law and the evidence, and being fully advised in the premises, finds that each and every material allegation contained in Plaintiff's Complaint herein is true, and has been established by competent evidence; that Plaintiff is entitled to a divorce as prayed for in said Complaint, to have her maiden name of Betty Hill restored to her and to recover her Court and Attorney fees incurred herein,

NOW THEREFORE IT IS ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony existing between the Plaintiff, Betty Stoddard, and the Defendant, Delbert Stoddard, be, and the same are hereby dissolved and set aside and said parties, and each of them, is hereby restored to the status of single persons.

2. That Plaintiff be, and she is, hereby restored her maiden name, to wit; Betty Hill.

3. That Defendant pay to Plaintiff her Court costs herein incurred in the amount of $17.40, together with $100.00 Attorney fees.

Dated this 4th day of March, 1949.

C. J. Taylor
District Judge

STATE OF IDAHO,)
COUNTY OF FREMONT,) ss:

I, T. H. Foley, Clerk of the District Court, and Ex-Officio Auditor and Recorder, in and for the County of Fremont, State of Idaho, do hereby certify that the attached is a full, true, and correct copy of a certain Decree of Divorce

Betty Stoddard vs Delbert Stoddard

as the same now appears of record on file in my office, as instrument No. 265978

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 7 day of March A. D., 1949.

T. H. Foley
Clerk of District Court, and Ex-Officio Auditor and Recorder.

By Maud Bird
Deputy Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF FREMONT

5957

HARVEY H. POWELL,

Plaintiff,

-vs-

ERMA FAYE POWELL,

Defendant.

DECREE OF DIVORCE

This matter came on regularly to be heard before the Honorable C. J. Taylor, District Judge, on the 18th day of March, 1949. Willard C. Burton, Attorney at Law, appeared for and on behalf of the plaintiff and no one appeared for the defendant;

It appeared to the court that defendant was duly and regularly served with process herein and that she failed to appear and plead within the time allowed by law, or at all, and that defendant's default for thus having failed to appear and plead has been duly and regularly entered;

And it further appearing to the Court from competent evidence adduced at this hearing that the allegations of plaintiff's complaint are true, and that defendant is not a proper person to be awarded the custody of a minor child;

NOW, THEREFORE, The court being fully advised in the law and the premises;

It is hereby ORDERED, ADJUDGED and DECREED That a decree of divorce be, and the same is hereby granted the plaintiff, Harvey H. Powell, of and from the defendant, Erma Faye Powell, upon the grounds of cruelty and for fault of the defendant, and that certain marriage contracted between the parties on or about the 1st day of August, 1947, be, and the same is hereby dissolved and the said parties are, and each of them is, restored to the status of single persons.

And it is further ORDERED, ADJUDGED and DECREED That the custody of the minor child, John Eric Powell, be awarded to the plaintiff.

Done and dated this 18th day of March, 1949.

C. J. Taylor

District Judge

STATE OF IDAHO,)
COUNTY OF FREMONT,) ss:

I, T. H. Foley, Clerk of the District Court, and Ex-Officio Auditor and Recorder, in and for the County of Fremont, State of Idaho, do hereby certify that the attached is a full, true, and correct copy of a certain Decree of Divorce

Harvey H. Powell vs Erma Faye Powell

as the same now appears of record on file in my office, as instrument No. 266057

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 18 day of March A. D., 1949.

T H. Foley

Clerk of District Court, and Ex-Officio Auditor and Recorder.

By Maud Bird
Deputy Recorder

5958

(COPY)

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM.

MAXINE HILL,

Plaintiff,

-vs-

DELBERT R. HILL,

Defendant.

D E C R E E.

F I L E D
Mar. 1, 1949
Lillian M. Campbell, Clerk

This matter came on to be heard by the Court at Emmett, Idaho, on this 1st day of March, 1949, the plaintiff appearing in person and by her attorney, C. H. Higer, and the defendant being in default made no appearance. Thereupon, and based upon the Military Service Affidavit of the plaintiff, to the effect that the defendant was not in the Military Service of the United States of America, defendant's default was duly entered by the Court.

THEREUPON the Court heard the sworn testimony of the plaintiff, and her corroborating witness, and from said testimony the Court finds that the plaintiff is an actual bona fide resident of the State of Idaho; and the Court further finds that the defendant has inflicted upon plaintiff extreme cruelty, as alleged in plaintiff's complaint, and that plaintiff is entitled to a decree of divorce from the defendant on the grounds of extreme cruelty.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, by the Court, and this does order, adjudge, and decree, that the bonds of matrimony heretofore, and now, existing between plaintiff and defendant be, and they are hereby absolutely dissolved, and plaintiff and defendant are absolutely divorced from one another; and it is the further judgment of the Court that the plaintiff be, and she is hereby restored to her pre-marriage name of Maxine Knauff.

DATED this 1st day of March, 1949.

Thomas E. Buckner
District Judge.

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

STATE OF IDAHO)
) ss.
COUNTY OF GEM.)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a true and correct copy of Decree filed in my office on March 1st, 1949, being a part of the files in the case of Vinton Robert Guy vs. Dorothy Lucille Guy. (Case No. 2040)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of March, 1949.

Lillian M. Campbell
Clerk

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM.

VINTON ROBERT GUY,

Plaintiff,

-vs-

DOROTHY LUCILLE GUY,

Defendant.

DECREE.

FILED
Mar. 1, 1949
Lillian M. Campbell, Clerk

This matter came on to be heard before the Court at Emmett, Idaho, on this 1st day of March, 1949, the plaintiff appearing in person and by his attorney, C. H. Higer, the defendant being in the Military Service of the United States of America has filed herein her waiver of exemption from judgment on the grounds of being in the Military Service.

THEREUPON the Court heard the sworn testimony of the plaintiff, and his corroborating witness, and from said testimony the Court finds that the defendant deserted the defendant, as alleged in said complaint; and the Court further finds that the plaintiff is an actual bona fide resident of the State of Idaho.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court, and this does order, adjudge, and decree, that the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and they are hereby absolutely dissolved and plaintiff and defendant are absolutely divorced from one another.

DATED this 1st day of March, 1949.

Thomas E. Buckner
District Judge.

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

STATE OF IDAHO)
) ss.
COUNTY OF GEM)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a true and correct copy of Decree filed in my office on March 1st, 1949, being a part of the files in the case of Maxine Hill vs. Delbert R. Hill. (Case No. 2097)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of March, 1949.

Lillian M. Campbell
Clerk

(COPY)

5960

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM.

SYLVIA ROSE,

Plaintiff,

-vs-

BILL ROSE,

Defendant.

D E C R E E.

F I L E D
Mar. 17, 1949
Lillian M. Campbell, Clerk

Leave of the Court having first been granted, this matter came on to be heard before the Court setting at chambers at Caldwell, Idaho on March 16, 1949, The plaintiff appeared in person and by her Attorney, C. H. Higer, and the Court having examined the files finds that the defendant was personally served with summons on February 22, 1949, and thereupon, based upon the Military Service Affidavit of the plaintiff to the effect that the defendant was not in the Military Service of the United States of America, the court duly entered defendant's default for failure to answer, plead or demur to said complaint within the time allowed by law for so pleading.

THEREUPON, the Court heard the sworn testimony of plaintiff and her corroborating witness and from it the Court finds that the plaintiff is an actual bona fide resident of the State of Idaho, and that she was a resident for more than six weeks before this action was started; and the Court further finds that no children have been born issue of said marriage, nor is there any community property rights to be adjudicated in this action; and the Court further finds that the plaintiff's pre-marriage name was Sylvia Hyde; and the Court further finds that the defendant has inflicted upon plaintiff extreme cruelty, as alleged in said complaint, and that plaintiff is entitled to a Decree of Divorce from defendant on the grounds of extreme cruelty.

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

NOW, THEREFORE, it is ordered, adjudged and decreed by the Court, and this does order, adjudge and decree, that the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff and defendant are divorced from one another; and it is the further judgment of the Court that the plaintiff be, and she is hereby restored to her pre-marriage name of Sylvia Hyde. and for $125.00 attorney fee and costs of suit.

DATED this 16th day of March, 1949.

Thomas E. Buckner
District Judge.

STATE OF IDAHO)
) ss.
COUNTY OF GEM)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a true and correct copy of Decree filed in my office on March 17th, 1949, being a part of the files in the case of Sylvia Rose vs. Bill Rose. (Case No. 2116)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17th day of March, 1949.

Lillian M. Campbell
Clerk

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

(COPY)

5961

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM.

PHYLLIS JEAN TAYLOR,

Plaintiff,

-vs-

HUBERT TAYLOR,

Defendant.

D E C R E E.

F I L E D
Apr. 7, 1949
Lillian M. Campbell, Clerk

This matter came on to be heard by the Court on the 29th day of March, 1949, the plaintiff appearing in person and by her attorney, C. H. Higer, the defendant being in default made no appearance, and based upon the Military Service Affidavit of the plaintiff to the effect that the defendant was not in the Military Service of the United States of America, the Court duly entered defendant's default according to law.

THEREUPON, the Court heard the sworn testimony of the plaintiff and her corroborating witness, and from said testimony the Court finds that the defendant has inflicted upon plaintiff extreme cruelty as alleged in said complaint. The Court further finds that Michael Blaine Taylor, the Minor Child of plaintiff and defendant is in the care, custody and control of the plaintiff, and that she is a fit and proper person to have the care, custody and control of said child; and the Court further finds that $45.00 per month is a reasonable sum to allow the plaintiff for the support of said minor child of plaintiff and defendant.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and they are hereby dissolved and plaintiff and defendant are hereby absolutely divorced from one another; and it is the further judgment of the Court that the custody of Michael Blaine Taylor, the minor child of plaintiff and defendant be, and it is hereby awarded to the plaintiff; and it is the

further order of the Court that the defendant pay to the plaintiff the sum of $45.00 per month for the support of the minor child of plaintiff and defendant until said child reaches the age of majority, and it is the further order of the Court that said payments start on the 10th day of March, 1949, and that a like payment of $45.00 be made each succeeding month thereafter until said child reaches the age of majority.

DATED this 5th day of ~~March~~ Apr., 1949.

Thomas E. Buckner
District Judge.

STATE OF IDAHO)
) ss.
COUNTY OF GEM.)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a true and correct copy of Decree filed in my office on April 7th, 1949, being a part of the files in the case of Phyllis Jean Taylor vs. Hubert Taylor. (Case No. 2112)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of April, 1949.

Lillian M. Campbell
Clerk

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR GOODING COUNTY.

LENARD DAVIES, Plaintiff, vs. EDNA FRANCES DAVIES, Defendant.	DECREE OF DIVORCE.

This cause came on regularly for hearing before the Honorable Doren H. Sutphen, District Judge, in open Court at Gooding, Gooding County, State of Idaho, on the first day of March, 1949, upon the complaint of the plaintiff herein, George L. Ambrose, Esquire, appearing as Counsel for the plaintiff and no appearance having been made by the defendant and no one appearing for her, the Court did then and there proceed to hear and did hear the evidence submitted on the part of the plaintiff in support of the allegations of his complaint; and it appearing at that time that the defendant, Edna Frances Davies, had been duly and regularly served with Summons and that the default of the defendant had been duly entered herein; that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in his complaint; and it appearing from the testimony submitted that the plaintiff was a resident of the State of Idaho for more than seven weeks immediately prior to the commencement of this action; that the plaintiff and defendant intermarried at Vallejo, State of California, August 28, 1944; that there was born on March 25, 1945 at Vallejo, State of California, to the defendant during the intermarriage of the plaintiff and defendant, a female child, to-wit, Sandra Lee Davies, and the said child was at the date of the commencement of this action, and is now, outside of the jurisdiction of this Court and is now in the custody of the defendant in the City of Portland, State of Oregon; that for more than one year

prior to the commencement of this action, the defendant, Edna Frances Davies, disregarding the solemnity of her marriage vows, wilfully and without cause, deserted and abandoned the plaintiff and lived separate and has since said date lived separate and apart from him without his consent and without sufficient cause or reason and against his will; that there are no property rights of any kind or character to be adjudicated between the plaintiff and the defendant in this action; and that all the material allegations of the plaintiff's complaint have been proven and are true; and the Court being fully advised in the premises, on motion of George L. Ambrose, attorney for the plaintiff:-

IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes of the State of Idaho in such case made and provided, does order, adjudge and decree as follows, to-wit:-

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and the same are, hereby wholly dissolved and the parties freed from the obligations thereof.

2. That the plaintiff be, and he is hereby, granted an absolute divorce from the defendant, Edna Frances Davies, without any award of alimony or separate maintenance to the defendant.

~~3. That the plaintiff recover his costs in this behalf expended.~~

Dated at Gooding, Gooding County, State of Idaho, this first day of March, 1949.

Dana H. Sutphen

DISTRICT JUDGE

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT IN THE CASE OF LENARD DAVIES *VS* EDNA FRANCES DAVIES

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 1st day of March A. D. 1949

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

ELLEN PRUETT,
Plaintiff,
-vs-
DONALD PRUETT,
Defendant.

JUDGMENT

The above matter came on regularly for trial before the above court sitting in chambers in Gooding, Idaho, this 4th day of March, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process and that he had failed to answer within the time fixed by law, and that the default of the defendant for his failure to appear has been duly entered by the Clerk of the court.

Whereupon evidence duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in the said complaint, and that the plaintiff is and for several years last past and immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho. The court further finds and adjudges that the defendant is not in the military service of the United States of America or of any nation allied with the United States of America, and has not been in such service since the institution of this suit.

IT IS HEREBY ORDERED, ADJUDGED, and DECREED That the bonds of matrimony heretofore existing between plaintiff

and defendant be and hereby are dissolved and each party is restored to the status of a single person.

Given under my hand this 4 day of March, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Ellen Pruett -vs- Donald Pruett now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 4th day of March A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By ..... Deputy

5964

THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

LEANORE C. WEBBER,

Plaintiff,

vs.

ROBERT C. WEBBER,

Defendant.

DECREE OF DIVORCE

This cause came on regularly for trial before the Court on the 5th day of March, 1949, the plaintiff appearing in person and by her attorney, J. B. Musser, of Boise, Idaho; and it appearing that the defendant was personally served with summons as provided by law and he having failed and refused to answer said complaint within the time allowed, his default was entered of record; that witnesses were called, sworn and testified on behalf of the plaintiff, and the cause having been submitted to the Court and the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED and DECREED, That the allegations of the complaint are true and the defendant is guilty of having failed to provide for the plaintiff and that the plaintiff is entitled to a decree of divorce and she is hereby absolutely divorced from the defendant and freed from the bonds of matrimony and restored to the status of a single and unmarried woman.

Dated this 5th day of March, 1949.

D. H. SUTPHEN

District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Eleanore C. Webber -vs- Robert C. Webber

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 5th day of February A. D. 1949

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF GOODING.

Carol Stump,

Plaintiff,

vs

DECREE OF DIVORCE

Sherman Stump, Jr.,

Defendant.

This cause coming on for trial before D. H. Sutphen, Judge of the above court this 8th day of March, 1949 and the trial thereof having been had and the court having heard the testimony and evidence introduced and being fully advised in the premises finds that the defendant is guilty of extreme cruelty toward the plaintiff and that a divorce should be granted to the plaintiff from the defendant. It appearing to the court that the parties have entered into a written agreement settling all property and other rights involved in this action. A copy of said Agreement being hereto attached.

NOW THEREFORE it is hereby Ordered, Adjudged and Decreed that the bonds of matrimony heretofore existing between the parties hereto be and the same are hereby permanently dissolved. The agreement entered into between said parties is hereby ratified and confirmed and the respective parties are hereby ordered and required to conform to the terms thereof. The plaintiff's maiden name of Carol Harness is hereby restored to her.

Given under my hand at Gooding, Idaho this 8th day of March, 1949.

D H. SUTPHEN

DISTRICT JUDGE.

THIS AGREEMENT made between Sherman Stump, Jr, the party of the first part and Carol Stump, the party o f the second part.

WHEREAS the parties are husband and wife and because of differences which have arisen between them they are living separate and apart and the party of the second part is about to institute divorce proceedings, and they desire to settle their property rightd.

It is mutually agreed that their property be divided as follows: The trailer house and oil stove therein shall become the property of Blanche Lowewn, subject to the indebtedness against same, and upon the acceptance of such trailer house and stove she releases both parties hereto from any indebtedness to her.

The party of the first part, Sherman Stump, Jr. shall have as his own property free and clear of all claims on the part of Carol Stump the following: The 1945 Ford coupe; the radio; one-half of all wool blankets and bedding; the grill; coffee pot; his personal effects, such as clothing; overstuffed chair; set of silverware; the eight piece set of dinner dishes

The party of the second party, Carol S tump, shall have as her own property free and clear of all claims on the part of Sherman Stump, Jr., the following: The pressure cooker; the 2 piece coffee maker; (the remaining cooking utensils shall be divided equally between the parties hereto). The said Carol Stump is to have as her own free and clear of all claims on the part of Sherman Stump, Jr. all other items of property owned by the parties hereto including wedding presents, Christmas presents and all other presents and articles of property. including both rings.

It is further agreed that Sherman Stump, Jr. will pay all bills of the parties except the bill at C. C. Andersons, the bill at Tingwalls, the bill at the Central Market and both Conoco Oil Co. bills, which bills are to be assumed and paid by Carol Stump.

IN case of divorce proceedings by Carol Stump the said Sherman S tump will not be liable for or required to pay any costs or attorney fee or any expenses of any kind in connection with such proceedings.

That subject to the approval of the Court this agreement may be

incorporated into and become a part of any decree of divorce made and entered in and proceedings between the parties hereto.

IN WITNESS WHEREOF the parties hereto have signed their names this 14th day of February, 1949

Sherman Stump Jr.

Party of the First Part.

Carol Stump

Party of the Second Part.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Carol Stump -vs- Sherman Stump, Jr.

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 8th day of March A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

CLEONE M. PERRY,
Plaintiff,

vs.

WILLIAM C. PERRY,
(sometimes known as W. C. PERRY),
Defendant.

DECREE OF DIVORCE

This cause came on regularly for hearing before the Honorable D. H. Sutphen, Judge of the above-entitled court on the 16th day of March, 1949. Hawley & Hawley and Dunlap and Dunlap, attorneys for Plaintiff, represented the Plaintiff throughout the trial; the Defendant having lawfully been served with summons and complaint entered and filed an answer thereto, was represented by Dale Morgan of the firm of Richards and Haga, attorneys for Defendant, throughout the trial.

Testimony was introduced on behalf of the Plaintiff, but the said Defendant did not introduce any testimony except upon cross-examination.

The Court, being fully advised in the premises, both as to the law and the facts, does hereby find as follows:

I

That Plaintiff is now and has been for more than six full weeks immediately preceding the filing of the complaint herein and for eighteen years prior thereto was a bona fide

resident of the State of Idaho.

II

That the allegations of cruelty made by Plaintiff against the said Defendant and as alleged in said complaint are true.

III

That prior to the commencement of this action, Plaintiff and Defendant, each being represented by respective counsel, agreed upon a settlement of property, both community and separate, and thereupon made and entered into a written agreement, under date March 10, 1949, under which all of the rights and interests of both of the parties in the real and personal property owned by them as a community or separately were fully determined and agreed upon.

That a true and correct copy of said agreement and property settlement was introduced in evidence and is on file in this court as a part of the record of said trial. That said settlement was arrived at without aversion and oppresion, upon advice of counsel, and constituted a fair settlement and division of the property, community and separate, of the Plaintiff and the Defendant.

IV

In conformity with said agreement and as provided therein, the Plaintiff is entitled to as her sole and separate property, and a deed has been made to her by Defendant, the following described real property in Ada County, Idaho, to-wit:

All of Lot Eighteen (18), except that portion used for Highway purposes, Lots Nineteen (19), Twenty (20), Twenty-one (21), and Twenty-two (22), in Block One (1) of Subdivision of Block (Three (3) and parts of Blocks 1, 2, and 20, of Cruzen Mountain View Addition to Boise, Idaho, as the same are numbered and designated on the official plat of said addition on file in the office of the County Recorder of Ada county, Idaho,

Together with the proportionate share of all water rights appurtenant to or used in connection with said Addition.

V

In further conformity with said agreement and as provided therein, the Plaintiff is entitled to, as her sole and separate property, the following described personal property, situate in Ada County, State of Idaho, to-wit:

(a) All of the furniture, fixtures, and contents of the dwelling house situate on the above-described property at 4720 Fairview Avenue, whether or not the same have been specifically set forth and specifically described, including carpets, rugs, Hot Point Electric Range, G. E. Electric Refrigerator, Zenieth Radio, mahogany dining room set, china, clocks, sterling silver, kitchen ware, excepting as hereinafter set forth.

(b) Two diamond rings, zircon ring, diamond-set watch.

(c) 1947 Oldsmobile club coupe, Serial No. 6,804,531, Idaho License No. 1A-4720.

(d) U. S. Savings Bonds of the par value of $1,000.00 and being numbered as follows:

Series E	C72974812E	Series E	L2397191E
"	C72974811E	"	L22369910E
"	C2724258 E	"	L22369911E
"	L7337083 E	"	C22489228E
"	L1923130 E	"	C22488710E
"	L7336782 E	"	C3276369E
"	L7336953 E	"	L8075689E

(e) Personal effects, clothing, jewelry, toilet articles;
(f) All cash now in possession of the Wife, including checking account in the Continental State Bank of Boise, Idaho.
(g) Policy No. 82,284 in the Capitol Life Insurance Co, dated July 2, 1929, insuring the life of Plaintiff, together with the cash value thereof.

VI

That the said Defendant, in conformity with said agreement heretofore referred to and as provided therein, is entitled to, as his sole and separate estate and property, the following described personal property, situate in Ada County, State of Idaho, to-wit:

(a) That certain jewelry store and business, together with all of its goods, wares, and merchandise contained therein, and all watches, clocks, diamonds, and other precious jewels being a part of said jewelry store and business, and all goods, wares, and merchandise in transit, known as W. C. Perry & Company, located at 717 Bannock Street, Boise, Idaho, is hereby set aside for the exclusive use, ownership, and benefit of the said Defendant.

(b) That all moneys in the bank accounts deposited and held in the joint accounts of Plaintiff and Defendant or in the W. C. Perry & Company account in Continental State Bank, First Federal Savings and Loan Association, The Idaho First National Bank, and First Security Bank of Idaho, all of Boise Idaho, also all post office savings of the par value of $500.00, excepting therefrom, however, the bank accounts in the name of Plaintiff in Continental State Bank and The Idaho First National Bank.

(c) 1948, 4-door Cadillac, Series 62, Idaho License No. 1A-19499.

(d) Diamond finger ring worn by Defendant, two watches, Shrine pin with diamond, Browning automatic shot gun, camera,

binoculars, articles of clothing and personal apparel of Defendant;

(e) 2-wheeled trailer; woodworking machinery and equipment located in the basement of the residence of Plaintiff and Defendant at 4720 Fairview Avenue, Boise, Idaho;

(f) Floor clock;

(g) Bedding for his bed and personal sporting equipment;

(h) All insurance policies, insuring the life of Defendant in the Occidental Life Insurance Company, Policy No. 864,054 and Standard Life Insurance Company, No. 54,267, together with the cash values thereon.

VII

That the Plaintiff is entitled to the relief prayed for in her complaint by reason of the proof submitted, and the corroboration thereof in the trial of this cause.

NOW THEREFORE, the Court being fully advised, both as to the law and facts, DOES HEREBY ORDER, ADJUDGE, AND DECREE AS FOLLOWS:

I

That the Plaintiff, Cleone M. Perry, is entitled to and she is hereby granted a full and absolute decree of divorce from the said Defendant, William C. Perry, sometimes known as W. C. Perry, upon the grounds of extreme cruelty, as defined by the statutes of the State of Idaho, and the bonds of matrimony heretofore existing between Plaintiff and Defendant are hereby dissolved, terminated, and at an end, and each is restored to the status of single persons.

II

That the property settlement agreement made by the parties hereto, as heretofore described, is hereby approved, ratified, and confirmed as fair and just, and in accordance with the provisions of said agreement, the transfers of the property as therein contained are hereby fully ratified, confirmed, and approved, and said agreement is by reference incorporated as an inseparable part of this decree.

Dated this 19TH day of March, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court inthe case of Cleone M. Perry -vs- William C. Perry, (sometimes known as W. C. Perry)

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book.....at page.....

In Testimony Whereof, I have set my hand and affixed my official seal this 19th day of March A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

BLANCHE E. HORAN,
Plaintiff,
-VS-
CHARLES W. HORAN,
Defendant.

5967

D E C R E E.

This cause coming on to be heard before the Court this 16th day of March, 1949, the plaintiff being present in person and being represented by Everett S. Taylor, her attorney, the defendant being represented by Joseph McFadden, his attorney, the following proceedings were had:

It appearing to the Court that a duly certified answer had been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agreed that the said action should be tried before the Court, without a jury, at this time, and that each of the said parties were ready for trial. The Court after hearing the testimony submitted for and on behalf of the plaintiff, which was duly corroborated, and the issue of the plaintiff's domicile having been contested, and both sides having rested; the Court having considered the law and the evidence, now finds that all material allegations of the complaint are true and correct; that plaintiff is, and for more than six weeks immediately prior to the filing of the complaint in this action has been a bona fide resident of Blaine County, State of Idaho, in which County she had her place of residence and domicile, and the Court having rendered its decision herein in writing, consisting of findings of fact and conclusions of law, which said decision is in favor of said plaintiff.

NOW, therefore, in accordance therewith, IT IS ORDERED, ADJUDGED, AND DECREED, That the marriage between the plaintiff Blanche E. Horan, and the defendant Charles W. Horan, be dissolved and said parties and

each of them is freed and released from the bonds of matrimony.

Done in Open Court at Gooding, Idaho, this 16TH day of March, 1949.

D. H. SUTPHAN

DISTRICT JUDGE.

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT IN THE CASE OF BLANCHE E. HORAN VS CHARLES W. HORAN

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 16th day of March A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

N. GLEN THOM,

Plaintiff,

-vs-

ORMA C. THOM,

Defendant.

DECREE OF DIVORCE

This cause came on regularly for hearing this 19th day of March, 1949, plaintiff appearing in person and by her attorney of record, W. W. Wander, Esq., and the defendant appearing by her attorney Mary Schmitt, Esq., and it appearing to the satisfaction of the Court that the Defendant has been duly and regularly served with summons by personal service within the State of Idaho, the Court then proceeded to hear the testimony and evidence introduced by the plaintiff in support of his cause of action on file herein, and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grievous mental suffering in and upon the person of the plaintiff, all without cause or provocation.

Now, Therefore, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the Plaintiff, N. Glen Thom, and the defendant Orma C. Thom, be, and the same is hereby dissolved, and the plaintiff be and he is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of Extreme Cruelty as prayed for in his complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons;

It is hereby further ORDERED, ADJUDGED and DECREED, That the Property Separation Agreement dated the 1st day of March, 1949 by and between Glen Thom and Orma C. Thom, a copy of which is hereto attached and Marked Exhibit "A", is approved and made a part of this decree;

It is hereby further ORDERED, ADJUDGED and DECREED That the defendant have the Care, Custody, and Control of Glen Gary Thom, minor child of the parties hereto, subject to reasonable rights of visitation on the part of the Plaintiff and that the said minor child may visit the Plaintiff during the summer months when said

years of age. Said sum to be paid commencing March 1, 1949, and on the first day of each month thereafter until this agreement shall have been performed in full.

The husband is to have the right of reasonable visitation with said minor child provided further that in the event that it shall be convenient and practicable to spend any of the summer vacation months with the husband then for such time as the minor child shall spend with the husband during said summer vacation months the requirements of the $100.00 per month support money shall be waived for the period of time.

Certain personal property, consisting of furniture, is now in storage with Lyon Van & Storage Company in Seattle, Washington and pursuant to the provisions of an agreement previously entered into the husband in consideration of the release of the automobile to him as his separate property does hereby release to the wife all of the furniture held in storage in Seattle, Washington and he agrees to execute any and all necessary papers required to effectuate the delivery of said furniture to the wife free and clear of any and all claims or charges, except the storage charges which will be assumed and paid by the wife herein.

There are five policies of insurance now in existence upon the life of the husband herein, one in the sum of $1,000.00 in the New York Life Insurance Co., and one in the sum of $1,000.00 in the New York Life Insurance Co., and one in the sum of $1,000.00 in the Massachusetts Protective Life Assurance Co., and one in the sum of $1,000.00 in the Mutual Life Insurance Co. of New York, and one in the sum of $1,000.00 in the Mutual Life Insurance Co. of New York, which policies are to have Glen Gary Thom's name endorsed thereon as beneficiary and which plilicies the husband agrees to keep paid up and free from lapse until they shall mature, and that the policy now maintained by the husband for the education of said minor child, Glen Gary Thom, shall be maintained in full force and effect at the expense of the husband until its maturity date.

That in the event it shall be necessary for the wife or any guardian appointed for Glen Gary Thom, the minor herein, to bring an action in court or to place in the hands of an attorney for collection or enforcement of any of the provisions of this agreement, that such a reasonable attorney's fee, court costs, or other expenses therein incurrred shall become the liability of the husband and shall be included in any court order or settlement thereof.

The husband agrees to pay the sum of $250.00 to the attorney representing the wife herein in full satisfaction of any and all claims for legal expense incurred herein.

It is the purpose and intention of the parties hereto to make a full, complete and final property settlement upon the execution of this agreement and upon the execution of this agreement each of the parties hereto agrees to save and hold the other party harmless from any and all claims for support money, medical expense, living expenses and other ordinary and necessary expenses as long as this agreement shall remain in full force and effect and not be breached by either part herein.

The parties hereto each for themselves do hereby specifically state that each of them have had individual counsel and have been fully and fairly apprised of their rights and privileges hereto and are fully acquainted with their legal rights herein and after due consideration thereof and having duly considered the matter with their counsel do freely of their own accord enter into this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

(S) Glen Thom
Husband

(S) Orma C. Thom
Wife.

STATE OF IDAHO)
ss.
County of Canyon)

On this 1st day of March, 1949, before me, Earl E. Reed, a Notary Public in and for said State, personally appeared Orma C. Thom, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

(S) Earl E. Reed
Notary Public for Idaho
Residing at Nampa, Idaho

STATE OF IDAHO)
SS.
County of Canyon)

On this 1st day of March, in the year 1949, before me Earl E. Reed, a Notary Public in and for said State, personally appeared Glen Thom known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(SEAL)

(S) Earl E. Reed
Notary Public for Idaho,
Residing at Nampa, Idaho

Exhibit "A"

SEPARATION AGREEMENT

Whereas Glen Thom of Nampa, Canyon County, Idaho, hereinafter designated as the husband and Orma C. Thom of Troy, Montana, hereinafter designated as the wife, are now living separate and apart this separation agreement is made and entered into between the said parties this 1st day of March, 1949.

Whereas the said husband and wife were intermarried at Great Falls, Montana on or about the 22nd day of June, 1927, and have been and now are husband and wife, and that to said marriage was born one child, Glen Gary Thom, on the 25th day of June, 1935, and that there has been no other issue of said marriage, and,

Whereas the parties hereto have accumulated certain property interests, some in Montana, Washington and Idaho, and that while there has been certain partial distribution between the parties hereto of the assets belonging to both parties, there still remains an unsettled division between the parties and since it has become impossible for the parties to live together as husband and wife this separation agreement is hereby entered into.

All property now owned by the husband in Idaho, including his interest in the Baker Save-Mor Drug Co., Inc., shall be his sole and separate property and any property which the wife has in Troy, Montana shall be her sole and separate property, free and clear of each and all claims by the other against each other or said property, and each does hereby indemnify the other against any liability incurred by themselves individually against the other.

As a division of the property interests concerning the sale of the Libby, Montana store and the undisclosed profits therefrom settlement in full is made upon the consideration of the husband paying to the wife the sum of $6,000.00 cash. The receipt of which is hereby acknowledged by the wife.

The husband agrees to pay the sum of $100.00 per month for the support, education and maintenance of said minor child, Glen Gary Thom, until he shall attain the age of twenty-one years or in the event of his marriage prior to his reaching twenty-one

child is not in school;

It is hereby further ORDERED, ADJUDGED and DECREED, That the Plaintiff pay to the Defendant the sum on One Hundred ($100.00) Dollars per month for the Care, Support, Maintenance and education of Glen Gary Thom, said minor child, except the months that said child is visiting with the Plaintiff. Said payments to commence on the 1st day of April, 1949, and to continue monthly thereafter until said child reaches his majority or unless he sooner marries.

Done in Open Court at Gooding, Idaho, This 19th day of March, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original XXXXXXXXXXXX Judgment of the Court in the case of N. Glen Thom -vs- Orma C. Thom

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 19th day of March A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

5969

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

ELLA B. WALKER, Plaintiff, vs. WILLIAM B. WALKER, JR. Defendant.	DECREE OF DIVORCE

This cause coming on regularly to be heard in open Court this day before the Court without a Jury, plaintiff appearing in person and by her attorneys Davison & Davison and R. H. Copple, and the Defendant appearing by his attorney Dale Clemons, and it appearing to the Court from the records and files herein that the defendant has appeared in this action and filed his general denial of the allegations contained in plaintiff's verified Complaint, with the exception that defendant admits the execution of the property settlement agreement hereinafter referred to; and the Court having heard the evidence introduced, the evidence being closed the Court after duly considering the evidence and proofs submitted, and being fully advised in the premises, the Court finds that all the allegations of plaintiff's Complaint are true, that the defendant has treated plaintiff in an extremely cruel and inhuman manner and that the defendant has been guilty of extreme cruelty toward plaintiff and that plaintiff is entitled to the relief sought.

WHEREFORE, IT IS ORDERED, ADJUDGED and DECREED that plaintiff have and recover judgment from defendant as follows:

1. That the bonds of matrimony heretofor existing between plaintiff and defendant be and the same are hereby dissolved and held for naught.

2. That the property settlement agreement made and entered into by and between the parties hereto under date of October 5, 1948, be and the same are hereby approved and by reference the terms thereof incorporated as a part of this Decree.

3. That the defendant shall have as his sole and separate property and in no wise as the community property of himself and plaintiff, the property set forth in said original agreement between the parties as and for the separate property of the defendant; that the plaintiff shall have as her sole and separate property and in no wise as the community property of herself and the defendant all that property described in said agreement between the parties as being plaintiff's separate property.

4. That the defendant shall have the care and custody of the two minor children, namely, Charles Robert Walker, age 10 years, and William John Walker, age 12 years, provided plaintiff shall have the right to visit said children at reasonable times, reasonable places and reasonable intervals.

Done in open Court this 19TH day of March, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Ella B. Walker -vs- William W. Walker

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 19th day of March A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

5970

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

MYRL DUMMIRE,

Plaintiff,

vs.

SEYMOUR DUMMIRE,

Defendant.

JUDGMENT AND DECREE

THIS CAUSE coming on regularly to be heard on the 31 March, 1949, before the Court without a jury, Elam and Burke, attorneys, appearing for said plaintiff and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and that the time for answering, demurring or appearing has expired, and that the default of said defendant, Seymour Dummire, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered herein.

WHEREUPON Evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility and sufficiency; and it further appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and the premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this does ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony between plaintiff and defendant be and the same are hereby forever dissolved.

2. That the furniture, deposit of money in the First Security Bank of Idaho, Boise, Idaho; and United States bonds in the safety deposit box of the First Security Bank of Idaho, the community property of the parties hereto are hereby awarded to plaintiff as her sole and separate property.

3. That the life insurance policy on life of defendant which has a surrender value of approximately $2000.00 and the automobile of plaintiff and defendant are hereby awarded to defendant as his sole and separate property.

Dated March 31. 1949.

D. H. SUTPHEN
District Judge

ELAM AND BURKE
ATTORNEYS AT LAW
BOISE, IDAHO

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT IN THE CASE MYRL DUNMIRE VS SEYMOUR DUNMIRE

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 31st day of March, 1948 A. D. 19 .....

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

- - - - -

MADALINE MAY SNYDER, Plaintiff, vs. EVERETT H. SNYDER, Defendant.	No. 5148 DECREE OF DIVORCE Entered and Filed Mar. 10 1949 Carl T. Reuter Clerk of District Court

- - - - -

This matter came on for hearing before The Honorable Leo McCarty, District Judge, in open court on this day. It appearing that personal service has been had upon the above named defendant and that the defendant filed no demurrer, answer or other appearance in the said complaint and the time for answering having expired and an affidavit of non-military service having been filed and entered herein and an order made for the entry of the default of the defendant having been filed and the default having been duly entered in the premises and the evidence of the plaintiff having been duly entered; and it appearing that the plaintiff and the defendant have entered into an agreement for the settlement of property rights and that the same is approved by the Court; and it appearing further that the plaintiff is entitled to a decree in accordance with the prayer of her complaint except as modified by the marriage settlement and property agreement introduced in evidence; NOW THEREFORE, ON MOTION OF WILBUR L. CAMPBELL, ATTORNEY FOR THE PLAINTIFF:

IT IS ORDERED, ADJUDGED AND DECREED AND THIS DOES SO ORDER, ADJUDGE AND DECREE That the bonds of matrimony existing between the plaintiff and the defendant are hereby annulled and that the plaintiff and the defendant are divorced. And that in accordance with the terms of the property settlement and agreement made between the

plaintiff and the defendant, that all of the personal property and effects and including all equities held by the community of the plaintiff and defendant in real estate being purchased on contract, and all of the equities of the community in and to personal property be set apart to the defendant; and the plaintiff and the defendant are each released from their marital obligations existing during the marriage.

Done in open court this 10th day of March, 1949.

Leo McCarty
District Judge

\TE OF IDAHO
nty of Idaho } ss.

l T. Reuter, Clerk of the District Court of the Tenth Judicial ... of the State of Idaho, in and for the County of Idaho, do hereby ... the foregoing is a full, true and correct copy of the Record ... instrument it purports to be, together with the endorsements thereon in the case of Madaline May Snyder plaintiff vs. Emmett H. Snyder defendant; as the same appears of record in my office in Book 9 Judgment Record on page 15 thereof.

WITNESS my hand and official seal this 30 day of March, A. D., 1949, at Grangeville, Idaho.

CARL T. REUTER, Clerk of District Court
By Barbara Waite, Deputy

(Seal)

5972

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

LITA L. SNODGRASS, Plaintiff,) No. 5151

vs.) D E C R E E

MARTIN O. SNODGRASS, Jr., Defendant.)

Entered and Filed
Mar 28 1949
Carl T. Reuter
Clerk of District Court

The above entitled cause came on duly and regularly for trial on the 26th day of March, 1949, before the undersigned, Leo McCarty, judge of the above entitled court. The plaintiff appeared in person and by her attorney, and neither the defendant, nor any person, or persons, on his behalf appeared. It appearing from the record and files herein that the defendant was duly and regularly served with Summons and Complaint personally in the County of Spokane, State of Washington, on the 26th day of February, 1949, pursuant to an order of said court for service of Summons by publication, or personal service outside the State of Idaho in lieu thereof, duly made and entered herein; and that said defendant has failed to appear or plead to said Summons and Complaint within the time prescribed by law and is in default, and that his default has been duly entered;and it further appearing from the affidavit of the plaintiff that the defendant is not, and has not been, engaged in the military service of the armed forces of the United States of America, or entitled to the protection of the Soldier's and Sailor's Civil Relief Act; and evidence having been presented and it appearing therefrom that the allegations of plaintiff's Complaint are true and the court being fully advised

PAUL G. EIMERS
ATTORNEY AT LAW
RST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

and said cause having been submitted, the court finds.

That the allegations of plaintiff's Complaint are true as alleged and the same are hereby adopted as findings of fact herein with the same force and effect as though said allegations of the Complaint were fully set forth herein.

That the parties to said action entered into an agreement concerning property rights and custody of their minor daughter, and maintenance and support for said child, on the 4th day of February, 1949, and that said agreement is fair and equitable and is for the best interests of the parties and said child.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

That the bonds of matrimony now and heretofore existing between the parties be, and they are hereby dissolved, and the plaintiff, Lita L. Snodgrass, is hereby awarded and granted an absolute divorce from the defendant, Martin O. Snodgrass, Jr.

That the plaintiff, Lita L. Snodgrass, is awarded sole custody of Barbara Jo Snodgrass, subject to the right of the defendant to visit said child at all reasonable times; and the defendant shall pay to the plaintiff for the maintenance, support and education of the said Barbara Jo Snodgrass during her minority the sum of Fifty Dollars ($50.00) per month from and after the date hereof.

That the agreement made and entered into by the parties and dated February 4, 1949, be and is hereby approved and made a part of this decree by reference, as if fully set forth herein.

Done at Chambers this 26th day of March, 1949.

LEO McCARTY
Judge of the District Court

CERTIFICATE

STATE OF IDAHO } ss.
County of Idaho }

I, Carl T. Reuter, Clerk of the District Court of the Tenth Judicial District of the State of Idaho, in and for the County of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the Record of the Instrument it purports to be, together with the endorsements thereon in the case of Lela L. Sandgrass, Plaintiff vs. Martin O. Sandgrass, Jr., Defendant; as the same appears of record in my office in Book 9, Judgment Record on page 17 thereof.

WITNESS my hand and official seal this 30 day of March, A. D., 1949, at Grangeville, Idaho.

CARL T. REUTER, Clerk of District Court

By Bob J. Waite, Deputy

(Seal)

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

LaVerne Fincher,
Plaintiff
-vs-
Harvey H. Fincher,
Defendant

DECREE

The above-entitled matter came on for hearing and final determination before the undersigned Judge of the above-entitled Court, sitting in Chambers, at Twin Falls, in the County of Twin Falls, State of Idaho, on this 15th day of March, 1949, it appearing that the Defendant has been duly and regularly served with process and has failed to appear herein or plead to Plaintiff's complaint, and the time for such appearing and pleading having elapsed.

Plaintiff appeared in person and with her attorney of record, Richard H. Seeley, and the Defendant appeared not nor any person for him, and being in default, which has been heretofore duly entered against him, and proof having been submitted by the Plaintiff, free and clear from all objections and exceptions, from which it appears that the Plaintiff is now and for more than six full weeks immediately preceding the commencement of this action was a resident of the State of Idaho, and that she is entitled to the relief prayed for on the grounds of Extreme Cruelty, and the Court having heard the matter and being fully advised:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the bonds of matrimony heretofore existing between Plaintiff and Defendant be and the same are hereby forever dissolved and set aside, and that said parties be and each of them is absolutely freed and released from said bonds and from all of the obligations thereof.

That Plaintiff be and she hereby is awarded the exclusive care, custody and control of Katherine Lee and Harold Daniel, minor children of said parties.

Dated this 15th day of March, 1949.

Kales E. Lowe
District Judge

INDEXED
COMPARED
Case No. 5133
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED MAR 15 1949
Mabel A Beveridge
CLERK
BY Mariana Morrison
DEPUTY CLERK
Book 6 Judg Page 63

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

DOROTHY ROBINETT, PLAINTIFF -vs- EDGAR LEE ROBINETT, DEFENDANT	D E C R E E

The above-entitled matter came on for hearing and final determination before the undersigned Judge of the above-entitled Court, sitting in Open Court, at Jerome, County of Jerome, State of Idaho, on this 19th day of March, 1949, it appearing that the Defendant has been regularly served with Summons and Complaint and has not appeared or answered or plead to Plaintiff's Complaint, and the time for appearing and pleading having elapsed;

Plaintiff appeared in person and with her attorney of record, Richard H. Seeley, and the Defendant appearing not nor any person for him, and being in default, which has been heretofore duly entered against him, and proof having been submitted by the Plaintiff, free and clear from all objections and exceptions as to its competency, relevancy and admissibility, from which it appears that the Plaintiff is now and for more than six full weeks immediately preceding the commencement of this action has been a resident of the State of Idaho, and is entitled to the relief prayed for in her Complaint, upon the grounds of extreme cruelty, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

That the bonds of matrimony heretofore existing between Plaintiff and Defendant be and the same are hereby forever dissolved and set aside and that said parties be and each of them is freed from said bonds and from all of the obligations thereof.

That the Plaintiff be and she hereby is awarded the exclusive care, custody and control of the minor children of said parties, to-wit: Gretta Lee, Shirlene, Eddie and Deanna.

That the Defendant shall pay to the Plaintiff the sum of $100.00 per month as and for the support of said minor children, from and after the date hereof.

That the Defendant shall pay to Plaintiff's attorney the sum of $125.00 as and for Plaintiff's attorneys fees in connection with this action, and also pay to Plaintiff the sum of $20.00 as and for her court costs incurred herein, and that Plaintiff is hereby awarded judgment against the Defendant in said amounts.

That the Plaintiff be and she hereby is awarded the community property of said parties.

INDEXED COMPARED INDEXED
Book 6 Judg Page 66

Case No. 3177
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

FILED MAR 22 1949
Mabel A. Beveridge
CLERK
BY Mariano Marriott
DEPUTY CLERK

Hugh A. Baker
District Judge

X

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

- - -

ANNA MARIE LEEPER,
Plaintiff
-vs-
WAYNE LEEPER,
Defendant

D E C R E E

- - -

The above-entitled matter came on for hearing and final determination before the undersigned, one of the Judges of the above-entitled Court, in open Court, at Jerome, in the County of Jerome, State of Idaho, on this 19th. day of March, 1949, it appearing that the Defendant has been duly and regularly served with summons and complaint and has not appeared herein and has not plead to said complaint, and the time for appearing and pleading having elapsed;

Plaintiff appeared in person and with her counsel of record, Richard H. Seeley, and the Defendant appearing not nor any person for him, and being in default, which has been heretofore duly entered against him, and proof having been submitted, free and clear from all objections and exceptions, from which it appears that the Plaintiff is entitled to the relief prayed for, upon the grounds of extreme cruelty, and is now and for more than six full weeks immediately preceding the commencement of this action has been a resident of the State of Idaho, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

That the bonds of matrimony heretofore existing between Plaintiff and Defendant be and the same are hereby forever dissolved and set aside and that said parties be and each of them

is freed from said bonds and from all of the obligations thereof.

That the Plaintiff is hereby awarded the exclusive care, custody and control of Edith Marie Leeper, minor child of said Parties.

Dated this 19th. day of March, 1949.

Hugh A. Baker
District Judge

INDEXED
COMPARED

Case No. 3176
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED MAR 19 1949
Mabel A. Beveridge, CLERK
BY Jewell E. Depew, DEPUTY CLERK
Book 6 Judg Page 64

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

ROBERT I. STACK

PLAINTIFF 14169 MAR 25 1949

VS

DECREE

OLGA STACK, also known as OLGA WHITING

DEFENDANT

This matter having come regularly on for hearing this ____ day of March A.D.1949, before the court sitting without a jury, and the plaintiff appearing in person and by his attorney, Kenneth K.Branson, but the defendant did not appear and was not represented.

The court finds that due and legal service of the summons and complaint in this action was had by personal service outside the State in accordance with the law and the orders of this court . That after more than twenty days after the date of the service upon the said defendant , upon apllication duly and regularly made the clerk of this court duly and regularly entered the default of the said defendant , and that this cause has come regularly on for hearing this day.

The court further finds that it has due and legal jurisdiction over the subject matter and the parties hereto for the purpose of entering the decree herein.

The court further finds that the defendant is not in the militray service of the United States.

After hearing the evidence offered in behalf of the plaintiff and which evidence was received by the court the Court finds that the plaintiff is entitled to a decree of absolute divorc e from the defendant upon the grounds of Wilful Desertion.

NOW THEREFORE , on motion of Kenneth K.Branson , attorney for the plaintiff IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between RobertI.

Stack, plaintiff herein, and Olga Stack, also known as Olga Whiting defendant herein, be and the same are hereby vacated, set aside and disso solved upon the ground of wilful deser tion and plaintiff restored to the status of an unmarried person.

Done in open Court this ____ day of March A.D.1949.

_____
District Judge,

Attest my hand and the seal of the said court this _____ day of March A.D.1949.

_____
Clerk of the District Court.

COPY 5978

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

LOUIS E. DAVID,
Plaintiff,
vs.
ESME E. DAVID,
Defendant.

No. 1496

MAR 2 1949

DECREE

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service as shown by the records herein.

3. The plaintiff shall contribute the sum of $21.00 per month toward the support, maintenance and education of Pauline, minor daughter of the parties, during her minority or dependency; such payments to be made to the actual custodian of said minor daughter, presently her maternal aunt, Olla Penn, in Charlotte Amalie, Virgin Islands.

4. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of mental cruelty.

ENTERED at Coeur d'Alene, Kootenai County, Idaho this 2nd day of March, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said court on this, the 2nd day of March, 1949.

Jas. A. Foster
Clerk

By_____
Deputy

COPY

5979

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

MARJORIE BEISEL, (No. 14137

Plaintiff,

vs.) DECREE

WALTER R. BEISEL,

Defendant. (

MAR 2 1949
JAS. A. FOSTER

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). Plaintiff is restored to her former name of Marjorie Petitt.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 2nd day of March, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

X

COPY 14207

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT 5980

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

STATE OF IDAHO, County of Kootenai, Filed MAR 3 1949, JAS. A. FOSTER

JEAN HANSEN, (No.

Plaintiff,

vs.) DECREE

JORGEN HANSEN,

Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 3rd day of March, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By
Deputy

X

5981

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

MAR 3 1949

14244

MILDRED WACHTER,)
Plaintiff,)
vs.)
GLENN F. WACHTER,)
Defendant.)

DECREE

THIS MATTER having come on regularly to be heard on this 3rd day of March, 1949; before the undersigned District Judge; the plaintiff appearing in person and being represented by her attorney, Wm. S. Hawkins; the defendant not appearing either in person or by counsel; the defendant having admitted and acknowledged service of a true and correct copy of the complaint and summons herein on the 3rd day of March, 1949, and his acceptance of service being on file in the above entitled Court; the defendant having filed herein his answer and waiver of notice of time and place of hearing said action on its merits; the plaintiff and her witness having been duly and regularly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted as to the residence of said plaintiff; the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon

the grounds of Extreme Cruelty, dissolving the bonds of matrimony existing between the plaintiff and defendant; now, therefore, on motion of Wm. S. Hawkins, attorney for the plaintiff, it is, by this Court,

ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, MILDRED WACHTER, and the defendant, GLENN F. WACHTER, be, and the same are, hereby vacated, dissolved and set aside upon the grounds of Extreme Cruelty; and,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff is hereby decreed the following described real property as the sole and separate property of the plaintiff, together with the rents, issues and profits thereof:

> North 74 feet of the South 148 feet of Lot 10, Springwater Addition to town of Coeur d'Alene, according to the recorded plat, Kootenai County, Idaho.

DATED, this 3rd day of March, 1949.

(SEAL)

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
ss.
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 3 day of March, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

5982

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

FILED MAR 4 1949
JAS. A. FOSTER
Clerk
Alberta Platt

14186

BRYSON D. NEBEKER,
Plaintiff,
-vs-
PRISCILLA J. NEBEKER,
Defendant.

DECREE OF DIVORCE

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho before the Honorable O. C. Wilson, one of the Judges of said Court on the 4th day of March, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after service of summons; and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by his attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of the plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Bryson D. Nebeker, and defendant, Priscilla J. Nebeker, be and the same are hereby set aside and held for naught, and plaintiff, Bryson D. Nebeker, is granted a decree of absolute divorce from defendant, Priscilla J. Nebeker, on the ground of mental suffering, amounting to extreme cruelty; that defendant's former maiden name, Priscilla J. Hays is restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 4th day of March, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above entitled Court hereby certify the foregoing to be a true copy of the original divorce decree now on file in my office.
WITNESS my hand and the seal of said Court this 4th day of March, 1949.

Clerk

By _____

(Seal)

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

MARIE TRAVER,)
Plaintiff
-vs-) D E C R E E
JOHN W. TRAVER,
Defendant)

14247

MAR 7 1949
JAS. A. FOSTER

This cause came regularly on to be heard before the undersigned Judge of the above entitled court in chambers at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and being represented by her counsel, Mr. James W. Wayne, the defendant having filed his answer herein, and having waived any notice of time for hearing and having consented to the jurisdiction of the court herein. Thereupon competent and corroborative evidence was received, substantiating the allegations of the complaint, and written findings of fact and conclusions of law having been expressly waived, under 7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

1. The plaintiff be, and she hereby is, granted a decree of absolute divorce from the defendant herein on the grounds of extreme cruelty.

2. That the plaintiff be and she hereby is, awarded the sole care, custody and control of the minor child of plaintiff and defendant, towit, Linda Marie Traver, age six months, but the defendant shall have the right to visit said minor child at reasonable times and places, and at reasonable intervals.

3. That plaintiff be, and she hereby is, granted the sum of Forty ($40.00) Dollars per month for the care, maintenance and/or education of the said minor child of plaintiff and defendant.

Dated and done at Coeur d'Alene, Idaho this 7th day of March, 1949.

O. C. Wilson
District Judge

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

MARY T. HICKS,
Plaintiff,
-vs-
EDWARD D. HICKS,
Defendant.

14218

FILED MAR 7 1949
JAS. A. FOSTER

DECREE OF DIVORCE

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d 'Alene, Kootenai County, State of Idaho, before the Honorable O. C. Wilson, one of the Judges of said Court on the 7th day of March, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after service of summons and acknowledgment thereof in writing; and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Mary T. Hicks, and defendant, Edward D. Hicks, be and the same are hereby set aside and held for naught, and plaintiff, Mary T. Hicks, is granted a decree of absolute divorce from defendant, Edward D. Hicks, on the ground of mental suffering, amounting to extreme cruelty; that the care and custody of Gloria Irene Hicks, the minor child of plaintiff and defendant shall be and hereby is awarded to plaintiff.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 7th day of March, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above entitled Court, hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and seal of said Court this 7th day of March, 1949.

Jas. A. Foster
Clerk

(Seal)

By _____

14197

5985

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

STATE OF IDAHO
COUNTY OF KOOTENAI
FILED
MAR 7 1949
M. S. A. FOSTER
Clerk
By Sue Langford
Deputy

VIVIENNE O. DORGAN,

Plaintiff,

vs.

EDWARD W. DORGAN,

Defendant.

DECREE

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her Attorney, E. T. Knudson, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service outside of the State of Idaho and within the State of Washington, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and that

Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of E. T. Knudson, Attorney for the Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, VIVIENNE O. DORGAN, and the Defendant, EDWARD W. DORGAN, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

Done in open Court this 7th day of March, A. D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: Jane Langford
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of VIVIENNE O. DORGAN, Plaintiff, versus EDWARD W. DORGAN, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 7 day of March, A. D., 1949.

Jas. A. Foster
Clerk

By: Jane Langford
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

***

14154

MAR 9 1949

MARION W. COOPER)
Plaintiff,)
vs.) DECREE OF DIVORCE
BEATRICE L. COOPER)
Defendant,)

****

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 9th day of March 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by his attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Marion W. Cooper plaintiff and Beatrice L. Cooper defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of extreme cruelty.

Dated at Coeur d'Alene, this 9th day of March 1949.

O. C. Wilson
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Marion W. Cooper vs. Beatrice L. Cooper now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 9th day of March 1949.

Jas. A. Foster
Clerk

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

MAR 9 1949

Alberta Platt

14250

****

JOHN SAVKA Jr.)

Plaintiff,)

vs.) DECREE OF DIVORCE

MARGARET A. SAVKA)

Defendant,)

****

This cause having came on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on this 9th day of March 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the defendant had been duly and regularly served with process and Harry Kinsey her attorney entered her appearance in said cause by filing a demurrer and written stipulation waiving the entry of findings of fact and conclusions of law and waiving any further time or notice of the time and place of trial and consenting that said demurrer might be overruled and said cause set for hearing and the plaintiff appearing in person and being represented by his attorney Harold S. Purdy and the defendant not being present or being represented by counsel whereupon witnesses were sworn and testified on behalf of plaintiff, NOW THEREFORE

IT IS ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between John Savka Jr. and Margaret A. Savka be, and the same hereby are set aside and held for naught and plaintiff is granted a decree of absolute divorce from said defendant upon the grounds of extreme cruelty.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff be required to pay the sum of $30.00 per month for the support and maintenance of said minor child John Richard Savka.

Dated at Coeur d'Alene, Idaho, this 9th day of March 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of John Savka Jr. vs. Margaret A. Savka now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 9th day of March 1949.

Clerk

By
Deputy

5988

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

MAR 14 1949

GEORGE F. SLOAN,

Plaintiff,

-vs-

TODDY FLOY SLOAN,

Defendant.

13964

DECREE OF DIVORCE

Alberta Platt

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, before the Honorable O. C. Wilson, one of the Judges of said Court on the 14th day of March, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after legal publication of summons, and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by his attorney, Harry E. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law and in favor of the plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, George F. Sloan, and defendant,, Toddy Floy Sloan, be and the same are hereby set aside and held for naught, and plaintiff, George F. Sloan, is granted a decree of absolute divorce from defendant, Toddy Floy Sloan, on the ground of desertion.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 14th day of March, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)
County of Kootenai.) ss

I, Jas. A. Foster, Clerk of the above Court hereby certify the above decree of divorce to be a true copy of the original now on file in my office.

WITNESS my hand and the seal of said Court this 14th day of March, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

4

5989

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

BEATRICE L. SHAFFER,)

Plaintiff

-vs-)

ROBERT V. SHAFFER,

Defendant)

14189

D E C R E E

This cause came regularly on to be heard before the undersigned Judge of the above entitled court in chambers at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and being represented by her counsel, Mr. James W. Wayne, and the defendant being in default herein. Thereupon competent and corroborative evidence was received, substantiating the allegations of the complaint, and written findings of fact and conclusions of law having been expressly waived, under 7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

1. That plaintiff be, and she hereby is, granted a decree of absolute divorce from the defendant herein on the grounds of extreme cruelty.

2. That the plaintiff be and she hereby is, awarded the sole care, custody and control of the minor child of plaintiff and defendant, towit, Gloria Darlene Shaffer, age 20 months.

Dated and done at Coeur d'Alene, Idaho this 14th day of March, 1949.

O. C. Wilson
District Judge

5990

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

14240

JAMES O. PETERSEN, :
Plaintiff, :
vs. : DECREE
LUELLA PETERSEN, :
Defendant. :

This matter having come on regularly to be heard this 15th day of March, 1949, before the undersigned District Judge, the plaintiff appearing in person and being represented by his attorney, Wm. S. Hawkins, and the defendant not appearing either in person or by counsel, the defendant having admitted and acknowledged service of a true and correct copy of the Complaint and Summons herein on March 10, 1949, and her acceptance of service being on file in the above entitled Court, and having filed herein her answer and waiver of notice of time and place of hearing said action on its merits, and the plaintiff and his witness having been duly and regularly sworn and examined, testified on behalf of himself in support of the allegations of his complaint and corroborative evidence having been submitted as to the residence of said plaintiff, the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the ground of Extreme Cruelty, dissolving the bonds of matrimony existing between the plaintiff and defendant.

NOW THEREFORE, on motion of Wm. S. Hawkins, attorney for the plaintiff,

IT IS BY THIS COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, JAMES O. PETERSEN and the defendant LUELLA PETERSEN, be, and the same are hereby vacated, dissolved and set aside upon the ground of Extreme Cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Agreement attached to plaintiff's Complaint be, and the same hereby is allowed, approved, and settled.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff's name prior to this marriage of LUELLA E. MOODY, be and the same is hereby restored to her.

Done in open Court this 15th day of March, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
as.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 15 day of March, 1949.

Jas. A. Foster

By: _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

OLE H. PEDERSON Plaintiff, vs. FLORENCE MILDRED PEDERSON Defendant.	)	14429 MAR 15 1949 D E C R E E

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with his attorney, C. J. Hamilton, but the Defendant did not appear and was not represented.

The court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service of the Summons, in accordance with the law and order of this court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's complaint, and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of C. J. HAMILTON, attorney for Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, OLE H. PEDERSON, and the defendant, FLORENCE MILDRED PEDERSON, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the six minor children of these parties, to-wit: DONALD D. PEDERSON, CLAUDIA PEDERSON, GARY E. PEDERSON, DONNA JEAN PEDERSON, FRANCES E. PEDERSON and BARBARA PEDERSON are hereby awarded to the Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following described property, to-wit:

Lot 6, Block 4, Forest Heights Addition,
City of Coeur d'Alene, Kootenai County,
State of Idaho.

be, and the same hereby is decreed to the Plaintiff as his sole and separate property.

Done in open Court this 15th day of March, A.D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: Alberta Platt
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of OLE H. PEDERSON, Plaintiff, versus FLORENCE MILDRED PEDERSON, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 15th day of March, A.D., 1949.

Jas. A. Foster
Clerk

By: Alberta Platt
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

DORIS P. HALLETT,
Plaintiff,
-vs-
ROBERT T. HALLETT,
Defendant.

14230

MAR 16 1949

DECREE OF DIVORCE

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, before the Honorable O. C. Wilson, one of the Judges of said Court on the 16th day of March, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after service of summons and acknowledgment thereof in writing; and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by her attorney, Harry M. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises and having entered its findings of fact and conclusions of law, and in favor of plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Doris T. Hallett, and defendant, Robert T. Hallett, be and the same are hereby set aside and held for naught, and plaintiff, Doris P. Hallett, is granted a decree of absolute divorce from defendant, Robert T. Hallett, on the ground of mental suffering, amounting to extreme cruelty; that plaintiff's former maiden name, Doris P. Lane shall be and hereby is restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 16th day of March, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 16th day of March, 1949.

Jas. A. Foster
Clerk

(Seal)

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

****

NAOMA A. JONES)
Plaintiff,) 14190
vs.) DECREE OF DIVORCE
KENNETH C. JONES)
Defendant,)

MAR 16 1949

****

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 16th day of March 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by her attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Naoma A. Jones plaintiff and Kenneth C. Jones defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of extreme cruelty.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff be decreed the care, control, and custody of said minor children Kenneth Jones age 11 and Dennis Allen Jones age 6.

Dated at Coeur d'Alene, this 16th day of March 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

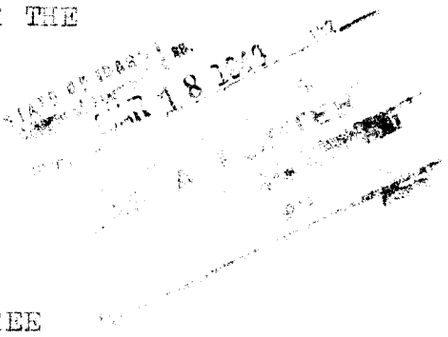
I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Naoma A. Jones vs. Kenneth C. Jones now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 16th day of March 1949.

Clerk Jas. A. Foster

By
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI



B.G. MADDEN,)
Plaintiff,) 14237
vs.) DECREE
CLARA J. MADDEN,)
Defendant.)

THIS MATTER having come on regularly to be heard on this 18 day of March, 1949; before the undersigned District Judge; the plaintiff appearing in person and being represented by his attorney, Wm. S. Hawkins; the defendant not appearing either in person or by counsel; the defendant having admitted and acknowledged service of a true and correct copy of the complaint and summons herein on the 28th day of February, 1949, and her acceptance of service being on file in the above entitled Court; the defendant having filed herein her answer and waiver of notice of time and place of hearing said action on its merits; the plaintiff and his witness having been duly and regularly sworn and examined, testified on behalf of himself in support of the allegations of his complaint and corroborative evidence having been submitted as to the residence of said plaintiff; the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the grounds of Extreme Cruelty, dissolving the bonds of matrimony existing between the plaintiff and defendant; now, therefore,

on motion of Wm. S. Hawkins, attorney for the plaintiff, it is, by this Court,

ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the plaintiff, B.G. MADDEN, Plaintiff, and the defendant, CLARA J. MADDEN, be, and the same are, hereby vacated, dissolved and set aside upon the grounds of Extreme Cruelty; and,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant be restored to her former name of Clara J. Stephens.

DATED, this 18 day of March, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
ss.
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 18th day of March, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

COPY

7995

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

ANTOINETTE MATTHAEUS, (No. 14579
Plaintiff,
vs.) DECREE
V. WALTER MATTHAEUS,
Defendant. (

This cause having regularly come on to be heard before the undersigned Judge of the above entitled Court at 10:00 A.M. on the date hereof, plaintiff appearing in person and through J. Ward Arney, her attorney, defendant having been duly served and appearing through Mr. Clay V. Spear, his attorney, by demurrer and the demurrer having been submitted and overruled and the defendant declining to further plead and waiving notice of time and place of hearing on the complaint and being in default and the requisite non-military service affidavit being on file herein and competent and corroborative, oral and documentary evidence having been offered and received and the Court being fully advised in the premises; and written findings of fact and conclusions of law being waived, under §10-304 I.C.; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff is hereby granted a divorce from defendant on the grounds of mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this ___ day of December, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

4

5996

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

MAR 18 1949

Alberta Statt

GLADYS LOUISE FISH,)
Plaintiff,)
vs.) D E C R E E
H. W. FISH,)
Defendant.)

14254

The above entitled cause came on regularly for trial in open court this 18th day of March, 1949; plaintiff appearing in person and by her attorneys, Elder, Elder & Smith; and the defendant having appeared and filed his Answer to Plaintiff's Complaint and having filed herein a Stipulation authorizing the hearing of this cause, and the matter having been set down for hearing; and the defendant is not now and has not been, during the pendency of this action, a member of the armed forces of the United States; and the court having heard the evidence of the plaintiff and having entered its Findings of Fact and Conclusions of Law herein, wherein it is ordered that judgment and decree be entered in favor of the plaintiff and against the defendant;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I

That the plaintiff has been a resident of the State of Idaho for six full weeks next preceding the commencement of this action.

II

That the bonds of matrimony heretofore existing between the plaintiff, GLADYS LOUISE FISH, and the defendant, H. W. FISH, be and the same are hereby wholly and forever dissolved, and the parties are released each from the other and from all matrimonial obligations, and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant on grounds of extreme cruelty.

III

That the defendant pay the sum of $50.00 per month to the plaintiff for the care and maintenance of the minor child, Sandra Lou Fish, and such sum is due and payable on the 18th day of April, 1949, and on the same day of each succeeding month during the minority of said child.

IV

That the custody of the child, Sandra Lou Fish, is awarded to the plaintiff, with the right of reasonable visitation to the defendant.

V

That the property settlement agreement attached to the plaintiff's complaint is hereby approved.

O. E. Wilson

Judge of the District Court

5997

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

Alberta Platt
14238

KATIE C. PINTLER CAMPBELL)
(Plaintiff,)
(vs.) D E C R E E
(JOHN R. CAMPBELL)
(Defendant.)

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her attorney, C. J. Hamilton, but the Defendant did not appear and was not represented.

The court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service of the Summons, in accordance with the law and order of this court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The court further finds that the plaintiff is entitled to a Decree herein, as prayed for in plaintiff's complaint, and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of C. J. HAMILTON, attorney for plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the plaintiff, KATIE C. PINTLER CAMPBELL, and the defendant, JOHN R. CAMPBELL, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff's former married name KATIE C. PINTLER, is hereby restored.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following real property is awarded to the Plaintiff as her sole and separate property, to-wit:

> Lots 3 and 4, Block 2 Simms Addition to the town of Coeur d'Alene excepting therefrom the ten foot strip of land off of the west end thereof, the full width of said lot 3.

Done in open Court this 22nd day of March, A.D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: Alberta Platt
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of KATIE C. PINTLER CAMPBELL, plaintiff, versus JOHN R. CAMPBELL, defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 23rd day of March, A.D., 1949.

Clerk

By: Alberta Platt
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

****

MINNIE BOWER	)	14234
Plaintiff,	)	
vs.	)	DECREE OF DIVORCE
ARTHUR BOWER	)	MAR 24 1949
Defendant,	)	JAS. A. FOSTER

****

This cause having come on regularly for hearing before the Honorable O. C. Wilson, one of the Judges of the above entitled Court on the 24th day of March 1949, and it appearing to the Court that the said defendant Arthur Bower was duly and regularly served with legal process herein and that thereafter through his attorney Bandelin and Bandelin entered an appearance in said cause by filing a demurrer to said complaint together with a written stipulation therein whereby it is agreed that said findings of fact and conclusions of law would be waived and said demurrer overruled and said cause set for hearing forthwith, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Minnie Bower plaintiff and Arthur Bower defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of extreme cruelty.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff be restored her former name of Minnie Rogers.

Dated at Coeur d'Alene, Idaho, this 24th day of March 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Minnie Bower vs. Arthur Bower now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 24th day of March 1949.

Clerk

By
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

F. E. PURDY)
Plaintiff,)
vs.)
PATRICIA MAY PURDY)
Defendant,)

14225

DECREE OF DIVORCE

MAR 24 1949
JAS. A. FOSTER

This causehaving come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 24th day of March 1949, before the Honorable O.C.Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by his attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between F. E. Purdy plaintiff and Patricia May Purdy defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of desertion.

Dated at Coeur d'Alene, this 24th day of March 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of F.E. Purdy vs. Patricia May Purdy now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 24th day of March 1949.

Clerk

By
Deputy

COPY

6000

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

FILED
MAR 28 1949
JAS. A. FOS

EDNA HIGGINS, (No. 14246

Plaintiff,

vs.) DECREE

HAROLD V. HIGGINS,

Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty and continuous separation as husband and wife for more than five years without cohabitation.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 25th day of March, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

6001

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI 14415

GENEVIEVE M. KILGORE,

Plaintiff,

-vs-

DAVID J. KILGORE,

Defendant.

DECREE OF DIVORCE

MAR 24 1949

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, before the Honorable O. C. Wilson, one of the Judges of said Court on the 24th day of March, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after service of summons and acknowledgment thereof in writing; and the defendant's default having been entered by order of the Court; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Genevieve M. Kilgore, and defendant, David J. Kilgore, be and the same are hereby set aside and held for naught, and plaintiff, Genevieve M. Kilgore, is granted a decree of absolute divorce from defendant, David J. Kilgore, on the ground of mental suffering, amounting to extreme cruelty; that plaintiff's former married name, Genevieve M.JJanni is restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 24th day of March, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.
WITNESS my hand and the seal of said Court this 24th day of March, 1949.

Jas. A. Foster
Clerk

(Seal)

By _____
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

6002

LUCILE MEADOR,

Plaintiff,

vs.

GLEN MEADOR,

Defendant.

No. 14234

DECREE

STATE OF IDAHO, County of Kootenai, ss. FILED MAR 24 1949 JAS. A. FOSTER Clerk

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). Plaintiff is restored to her former name of Lucile McKinley.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 24th day of March, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

6003

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

ADA L. SANDSTEDT, Plaintiff,	)	14345
vs.	)	DECREE OF DIVORCE
ARTHUR T. SANDSTEDT, Defendant.	)	

MAR 29 1949

This cause came regularly on for hearing before the undersigned Judge of the above entitled Court, the defendant having been duly and regularly served with process herein, and having failed to appear, plead, answer or demur to the complaint of plaintiff, within the time provided by law, or at all, and the default of said defendant for such failure to appear, plead, answer or demur having been duly and regularly entered herein, plaintiff appearing in person and by her attorneys, McFarland & McFarland, and no one for defendant, whereupon witnesses were sworn and testified, and documentary evidence introduced on behalf of plaintiff, and I, the Judge of said Court, having made and entered herein my Findings of Fact and Conclusions of Law in favor of plaintiff and against defendant,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby set aside, and plaintiff, Ada L. Sandstedt, be, and she is hereby awarded an absolute divorce from the defendant, Arthur T. Sandstedt.

Dated this 29th day of March, 1949.

O. C. Wilson
Judge of the District Court

6004

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

W. G. HERNDON,
Plaintiff,
-vs-
ESTHER HERNDON,
Defendant.

DECREE OF DIVORCE

14167

STATE OF IDAHO } ss
FILED
MAR 30 1949
JAS. A. FOSTER

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho before the Honorable O. C. Wilson, one of the Judges of said Court on the 30th day of March, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after service of summons; and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by his attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, W. G. Herndon, and defendant, Esther Herndon, be and the same are hereby set aside and held for naught, and plaintiff, W. G. Herndon, is granted a decree of absolute divorce from defendant, Esther Herndon, on the ground of mental suffering, amounting to extreme cruelty; that plaintiff shall pay not less than $30.00 per month support and maintenance for William G. Herndon, Jr., the minor child of plaintiff and defendant during minority,

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 30th day of March, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, hereby certify that I am the Clerk of the above entitled Court, that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 30 day of March, 1949.

Jas. A. Foster
Clerk

(Seal)

By _____

6005

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

14211

AGNES LUCAS,
Plaintiff,
-vs-
VICTOR J. LUCAS,
Defendant.

DECREE OF DIVORCE

STATE OF IDAHO } ss
County of Kootenai } ss
Filed MAR 30 1949
JAS. A. FOSTER
Clerk

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, before the Honorable O. C. Wilson, one of the Judges of said Court on the 30th day of March, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after legal publication of summons; and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by her attorney, Harry H. Kinney, and defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law in favor of the plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Agnes Lucas, and defendant, Victor J. Lucas, be and the same are hereby set aside and held for naught, and plaintiff, Agnes Lucas, is granted a decree of absolute divorce from defendant, Victor J. Lucas, on the ground of extreme cruelty; that the care and custody of Donna Lucas, Oliver John Lucas, Joan Lucas, and Linda Lu Lucas, the minor children of plaintiff and defendant shall be and hereby are awarded to plaintiff.

Dated at Coeur d'Alene, Kootenai County, State of Idaho this 30th day of March, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 30 day of March, 1949.

Jas. A. Foster
Clerk

(Seal)

By _____
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

ANN WENINGER,

Plaintiff,

vs.

GEORGE J. WENINGER, JR.,

Defendant.

#7394

Filed March 4 1949

at 4:50 o'clock P. M.

BESSIE BABCOCK, Clerk

By Dona Harred Deputy Clerk

DECREE OF SEPARATE MAINTENANCE

The above entitled matter came on regularly to be heard before this Court on the 3 day of ~~February~~ March, 1949, and the Court having heretofore made and entered its Findings of Fact and Conclusions of Law herein;

NOW, THEREFORE, in conformity to such Findings of Fact and Conclusions of Law, it is herewith ordered, adjudged and decreed, and this does order, adjudge and decree:

I.

That the plaintiff, Ann Weninger, may live separate and apart from the defendant, George J. Weninger, Jr., either in or out of the State of Idaho.

II.

That the plaintiff, Ann Weninger, be, and she is hereby awarded the permanent care and custody of the minor children, James George Weninger and Patricia Ann Weninger.

III.

That the plaintiff, Ann Weninger, be, and she is hereby awarded the following real and personal property located in Latah County, State of Idaho, to wit:

The West Half of Lot Eight (8) in Block 31;
The West 62 feet of Lots Six (6) and Seven (7),
in Block 31 of Park Addition to the City of
Moscow, as shown by the recorded plat thereof,

and all household furnishings and equipment therein contained, as

J. M. O'DONNELL, LAWYER
LATAH COUNTY ATTORNEY

her sole and separate property, together with the checking account in the Idaho First National Bank, and the Property Settlement Agreement filed herein is hereby approved.

IV.

That the defendant be, and he is hereby ordered to pay to the plaintiff $50 a month for her support and maintenance and $100 a month for the support and maintenance of the minor children, said payments to commence on or before the 10th day of March, 1949, and to continue to be paid on the 10th day of each month thereafter until further order of this Court, and also the sum of $265 to enable plaintiff to pay attorney fees and costs of this action.

V.

That the defendant, George J. Weninger, Jr., be, and he is hereby awarded the 1946 Buick sedan as his sole and separate property.

Dated this 3 day of March, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO, } ss
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree of Separate Maintenance on file in my office.
Dated at Moscow, Idaho, this 4 day of March 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Nona Herred
Deputy

J. M. O'DONNELL, LAWYER
LATAH COUNTY ATTORNEY

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

ONEITA A. SIMKIN,

Plaintiff,

-vs-

FRED H. SIMKIN,

Defendant.

No. 7386

Filed March 5 1949
at 11:45 o'clock A M.
BESSIE BABCOCK, Clerk
By Rose Blanchard Deputy Clerk

D E C R E E

The above entitled cause came on regularly for hearing before this Court in Moscow, Idaho, on the 5 day of March, 1949, the plaintiff being present in person and represented by her counsel of record, Estes & Felton, of Moscow, Idaho. The defendant having been properly served with summons in this cause, having failed to appear within the period of time provided by law, and his default for failure to appear having been duly and regularly entered, the Court on the said 5 day of March, 1949, received the evidence of the plaintiff; and the Court now being fully advised in the premises does hereby order, adjudge and decree:

I.

That the bonds of matrimony heretofore existing between Oneita A. Simkin and Fred H. Simkin are hereby dissolved and held for naught, and the plaintiff is awarded an absolute decree of divorce.

II.

The exclusive care, custody and control of John Holland Simkin, a minor, born to the plaintiff by a previous marriage, and thereafter adopted by the parties to this action, is herewith awarded to the plaintiff, Oneita A. Simkin.

III.

That the name of the minor child, John Holland Simkin, be changed to that name by which he was known prior to the time of his adoption, to-wit: John Harold Ellison, and that said child be known henceforth by the name of John Harold Ellison. Likewise, that the name of the plaintiff, Oneita A. Simkin, be changed to that name by which the said plaintiff was known previous to her marriage to the defendant, to-wit: Oneita A. Ellison, and that the said plaintiff henceforth be known as Oneita A. Ellison.

DATED this 5 day of March, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Moscow, Idaho, this 5 day of Mar. 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court of
Latah County, Idaho

By Rae Blanchard
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR LATAH COUNTY.

WARREN HOMSHER, Plaintiff, -vs- IMA N. HOMSHER, Defendant.	7408 Filed March 31 1949 at 11:15 o'clock A. M. BESSIE BABCOCK, Clerk By Rose Blanchard Deputy Clerk

DECREE OF DIVORCE

The above entitled action came on regularly to be heard and tried before the court sitting without a jury on the 31st day of March, 1949 and the plaintiff appearing in person and by his attorney, Jack McQuade and the defendant having made no appearance.

On said hearing, it appearing to the satisfaction of the Court that service of another summons herein was made by personal service outside the State of Idaho, as more fully appears from the affidavit of service of another summons filed herein, and the said defendant having failed to appear and answer the complaint of the plaintiff and the time for answering having expired, and no appearance having been made by said defendant, and no answer or demurrer having been filed by her, and the default of the said defendant, Ima N. Homsher having been duly entered according to law and the Court having heard the testimony introduced on behalf of plaintiff and in support of his complaint, and the cause having been submitted to the Court for its decision;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between plaintiff, Warren Homsher and the defendant, Ima N. Homsher, be, and the same are hereby dissolved, and the parties are

free from the marriage relationship.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant be, and she is hereby awarded the care, custody and control of the minor child, Sandra Pauline Homsher, subject to the plaintiff's right to visit said minor child at all reasonable times.

IT IS STILL FURTHER ORDERED, ADJUDGED AND DECREED That the defendant be, and she is hereby awarded the sum of Thirty Dollars ($30.00) per month, beginning April 1, 1949, for the support and maintenance of the minor child, Sandra Pauline Homsher.

DONE IN OPEN COURT This 31st day of March, 1949.

A. L. MORGAN
JUDGE

STATE OF IDAHO, } ss
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree of Divorce as filed in my office.

Dated at Moscow, Idaho, this 31 day of Mar. 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District, Latah County, Idaho.

By Rose Blanchard
Deputy.

6009

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR LEMHI COUNTY.

DORIS BOYCE, Plaintiff,	COPY
-vs-	DECREE OF DIVORCE
JACK S. BOYCE, Defendant.	No. 3237.

THIS CAUSE, coming on to be heard the 16th day of March, 1949, before the Honorable Preston Thatcher, Judge of the Sixth Judicial District of the State of Idaho, sitting without a jury, at Salmon, Lemhi County, Idaho.

And the Plaintiff appearing in person and by her counsel, Charles Herndon, and the Defendant appearing by his counsel, Fred H. Snook.

And the Answer of the Defendant having been filed and the parties having stipulated that the case might be heard forthwith.

And the Plaintiff having testified and having introduced evidence in support of the matters contained in her Complaint; and the Defendant having declined to put on any evidence, and the cause having been submitted to the Court;

And the Court having fully considered the testimony and evidence and being fully advised in the premises, and written Findings of Fact and Conclusions of Law having been waived, and the Court finding that all material allegations in the Complaint are true and are sustained by testimony, free from all legal exceptions, as to its competency, admissibility and sufficiency and that a divorce should be granted as prayed for in said Complaint; and

NOW, THEREFORE, on motion of Charles Herndon, Esq., attorney for the Plaintiff, it is considered, ordered, adjudged and decreed as follows:

1. That the marriage between said Plaintiff, Doris Boyce and the Defendant, Jack S. Boyce, be, and the same is hereby dissolved, and the parties are, and each of them is, freed and absolutely released from the bonds of matrimony and all obligations thereof;

2. That the custody, care and control of the minor children of the parties to-wit: Sharon Lee Boyce, Judith Karen Boyce, Carol Elaine Boyce and Charles David Boyce, be, and the same is awarded to the Plaintiff, Doris Boyce, subject

however, to the right of the Defendant to see and visit the said children at all reasonable and proper times, until further order of this Court.

3. That the Defendant, Jack S. Boyce, be, and he is hereby required to pay to the Plaintiff, Doris Boyce, for the support and maintenance of the minor children: Sharon Lee Boyce, Judith Karen Boyce, Carol Elaine Boyce and Charles David Boyce, the sum of $10.00 per month, per child or a total of $40.00 per month, during the minority of each such child or until any such child shall die, or shall marry. Such payments shall commence on the first day of April, 1949 and continue monthly until further order of this Court.

Done in open Court this 16th day of March, 1949.

Filed March 16th, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 158

PRESTON THATCHER
District Judge

STATE OF IDAHO :
: SS.
County of Lemhi :

I, W. W. Simmonds, Clerk of the District Court of the Sixth Judicial District of the State of Idaho, and Ex-Officio Auditor and Recorder of said County hereby certify that the foregoing is a full, true and correct copy of the original DECREE OF DIVORCE in the above entitled cause, filed in my office on the 16 day of March, 1949, and the same was entered of record on the 16 day of March, 1949, in Judgment Book E, page 158.

W. W. Simmonds
Clerk

By Betty Lue Smart, Deputy.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

LILA M. RUTHERFORD,

Plaintiff,

VS

JOSEPH F. RUTHERFORD,

Defendant.

DECREE OF DIVORCE

No. 3237

This cause came on regularly to be heard this 16th day of March, 1949, before the Honorable Preston Thatcher, District Judge, sitting without a jury; Fred H. Snook, Attorney at Law, appeared for and on behalf of the plaintiff, and the defendant made no appearance either in person or by an attorney, and his default having been regularly entered, and an affidavit having been filed in compliance with the Soldiers' and Sailors' Civil Relief Act of 1940, and its amendments, witnesses were duly sworn and testified, from which it appears that the plaintiff is entitled to the relief hereinafter granted; written findings of fact and conclusions of law being waived and the Court being fully advised in the laws and premises; now, and on motion of Fred H. Snook, counsel for plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED: That the marriage between the plaintiff, Lila M. Rutherford, and the defendant, Joseph F. Rutherford, be, and the same hereby is, dissolved and held for naught, and said parties are, and each of them is, released from all obligations thereof and restored to the status of a single person;

IT IS FURTHER ORDERED: That the care, custody and control of the two minor children of plaintiff and defendant, namely, Sidney M. Rutherford and Lila R. Rutherford, is hereby awarded to the plaintiff, Lila M. Rutherford, with the right reserved to the defendant to see and visit said children at all reasonable and proper times;

IT IS FURTHER ORDERED: That the said defendant shall pay to the plaintiff for the support and maintenance of the minor children

of plaintiff and defendant, namely, Sidney M. Rutherford and Lila R. Rutherford, the sum of $75.00 per month starting with the 1st day of April, 1949.

The defendant shall pay to the plaintiff for attorney's fees in this action the sum of $100.00 and costs amounting to $16.20.

The plaintiff, Lila M. Rutherford, is hereby awarded for her sole and separate property the following described real and personal property, to wit:

> Those certain lots situated in the City of Salmon, County of Lemhi, State of Idaho, to wit:
>
> Lots Numbered 14, 15, 16 and 17 in Block Numbered 17 of and in the Finstur Subdivision of the Salmon City Townsite as the same appears upon the plat of said Finstur Subdivision on file and of record in Book 1 of Plats at Page 17;
>
> Together with all of the miscellaneous household furniture heretofore owned by plaintiff and defendant and located on the above described premises.

Dated: This 16th day of March, 1949.

Preston Thatcher

DISTRICT JUDGE

Filed March 17th, 1949
W. W. Simmonds, Clerk
Book E of Judgment, Page 162

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. Simmonds, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesiad, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE, as the same appears of record in my office, in Book E of Judgments, Page 162, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17th day of March, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.

By Betty Lue Smart, Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

LORNA H. McPHERSON,

Plaintiff

VS

JOHN A. McPHERSON,

Defendant.

COPY

DECREE OF DIVORCE

No. 3263

This cause came on regularly to be heard this 18th day of March, 1949, before the Honorable Preston Thatcher, District Judge, sitting without a jury; the issue was framed by the complaint filed by the plaintiff and the answer thereto filed by the defendant; Fred H. Snook, Attorney at Law, appeared for and on behalf of the plaintiff, and Charles Herndon, attorney of record appeared for the defendant; witnesses were duly sworn and testified, from which it appeared that the plaintiff is entitled to relief hereinafter granted; written findings of fact and conclusions of law being waived and the Court being fully advised in the laws and premises, now, and on motion of Fred H. Snook, counsel for plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the marriage between the plaintiff, Lorna H. McPherson, and the defendant, John A. McPherson, be, and the same hereby is dissolved and held for naught, and said parties are, and each of them is, released from all obligations thereof and restored to the status of a single person.

Dated: This 18th day of March, 1949.

PRESTON THATCHER
DISTRICT JUDGE

Filed March 18th, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 165.

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. Simmonds, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE as the same appears of record in my office in Book E of Judgments, Page 165, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of March, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.

By Betty Lue Smart, Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

ELSIE E. ARCHER,
Plaintiff,

vs.

WAYNE L. ARCHER,
Defendant.

D E C R E E

No. 3261

The above entitled cause came on regularly to be heard this 18th day of March, 1949, at Salmon, Idaho, upon stipulation of the attorneys of record of the parties hereto and upon said hearing it appearing to the satisfaction of the Court, that the defendant herein was duly served in person with summons herein, attached to a copy of the complaint on file in this action; and the defendant having filed an answer herein and refusing to place any testimony before the Court, and on this day the plaintiff appearing in person and by her attorney, C. Walker Lyon, and the defendant appearing by his attorney, Charles Herndon, evidence was introduced and submitted in support of said complaint, by which it appears and the Court finds:

That the plaintiff now is and has been a bona fide resident of the State of Idaho for more than six weeks immediately proceeding the commencement of this action; that the parties hereto were legally married on the 24th day of February, 1948, and afterward resided together as husband and wife; that the defendant is not now a member of the Military or Naval Service of the United States of America;

That it satisfactorily appears to the Court that the material allegations of the Complaint are sustained by competant testimony, free and clear from all exceptions as to its competency,

admissibility and sufficiency, and that the defendant has been guilty of extreme cruelty and the matters so alleged and proved were sufficient in law to entitle the plaintiff to have a dissolution of her marriage;

That the plaintiff's former name was Elsie E. Hays, which name should be restored.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony that exist between the parties hereto, be, and the same hereby are, dissolved, returning each to the status of a single person;

2. That the plaintiff's former name, Elsie E. Hays, be, and the same is hereby restored to her.

DATED this 18th day of March, 1949.

Filed March 18th, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 163

Preston Thatcher

DISTRICT JUDGE

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. Simmonds, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE, as the same appears of record in my office in Book E of Judgments, Page 163, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of March, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.

By Betty Lue Smart, Deputy

P

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

DORA M. BRANDT,

Plaintiff,

vs.

LEROY H. BRANDT,

Defendant.

DECREE

No. 3254

The above entitled cause came on regularly to be heard this 19th day of March, 1948, in Salmon, Idaho, upon the complaint herein taken as confessed by the defendant on the proof taken herein, and upon said hearing it appearing to the satisfaction of the Court, that the defendant herein was duly served in person with Summons herein, attached to a copy of the Complaint on file in this action; and the defendant having failed to appear and answer said complaint of the plaintiff and time for answering having expired, and no answer or other pleading having been filed, the default of the defendant, LeRoy H. Brandt, was duly entered according to law, and on this day the plaintiff appeared in person and by her attorney, C. Walker Lyon, and introduced evidence in support of said complaint, by which it appears and the Court found:

That the plaintiff now is and has been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action; that the parties hereto were legally married on the 6th day of March, 1944, and afterward resided together as husband and wife; that the defendant is not now a member of the Military or Naval Service of the United State of America;

That it satisfactorily appears to the Court that the

material allegations of the Complaint are sustained by competent testimony, free and clear from all exceptions as to its competency, admissibility and sufficiency, and that the defendant has been guilty of willful neglect and the matters so alleged and proved were sufficient in law to entitle the plaintiff to have a dissolution of her marriage;

That there is one child, the issue of said marriage, Jerry Elaine Brandt, of the age of four years; that the plaintiff is a fit and proper person to have the care and custody of the said minor child, Jerry Elaine Brandt;

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony that exist between the parties hereto, be, and the same hereby are, dissolved, returning each to the status of a single person;

2. That the plaintiff, Dora M. Brandt, be, and is hereby, awarded the custody of the minor child, Jerry Elaine Brandt.

DATED This 19th day of March, 1949.

Filed March 19th, 1949
Book E of Judgments, Page 166
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy

Preston Thatcher

DISTRICT JUDGE

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. Simmonds, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE, as the same appears of record in my office in Book E of Judgments, Page 166, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of March, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.

By Betty Lue Smart, Deputy

2668

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

REVA KAY, Plaintiff,

vs.

JAMES E. KAY, Defendant.

DECREE OF DIVORCE

The above entitled cause came on regularly to be heard and tried by the court on the 4th day of March, 1949, the plaintiff appearing in person and by her attorney, W. Lloyd Adams, of Rexburg, Idaho, and the defendant appearing in open court by his attorney, T. W. Smith, and it appearing to the court that the defendant has refused to appear and plead in this cause and the time for answering having expired and no answer or demurrer having been entered herein and the defendant having refused to make an appearance and the court having ordered the default of the defendant to be entered, and having heard testimony introduced in behalf of plaintiff in support of her complaint, and the cause having been submitted and the court having considered the cause and the evidence and it appearing to the satisfaction of the court that each and all of the material allegations and avertments in plaintiff's complaint are true, and

The court being of the opinion that the evidence fully sustains all the allegations of the complaint and that the allegations of extreme cruelty are true.

NOW, THEREFORE, on motion of W. Lloyd Adams, attorney for plaintiff, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the plaintiff, Reva Kay, and the defendant, James E. Kay, be, and the same are hereby wholly dissolved and the parties freed from the obligations thereof and each of them is restored to the status of a single person.

2. That plaintiff is hereby awarded the custody and control of the minor children, Barbara Jean, James E., and Dale E.

3. The defendant is hereby ordered and directed to pay to the plaintiff for her support and maintenance the sum of $42.00 a month and is ordered and directed to pay to the plaintiff for the support and maintenance of Barbara Jean Kay the sum of $30.00 a month, and for the support and maintenance of James E. Kay the sum of $20.00 a month, and for the support and maintenance of Dale E. Kay the sum of $20.00 a month.

Dated March 4, 1949.

C. J. Taylor

District Judge.

6015

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

Dorothy M. Anderson
Plaintiff

vs

Louis Henry Anderson
Defendant

DECREE OF DIVORCE

State of Idaho)
) SS
County of Madison)

The above entitled cause came on regularly to be heard and tried by the court on the Nineteenth day of March 1949, the plaintiff appearing in person and by her attorney, Marriner D. Morrell of Rexburg, Idaho, and the defendant not appearing either in person or by attorney, and it appearing in the court that the defendant was duly and regularly served with summons in the County of Monona State of Iowa and

It further appears to the court that the defendant has failed to appear and plead his cause, that the time for answering having expired and no answer or demurrer having been entered therein, and the default of the defendant having been duly entered, herein, and it appearing that the defendant is not now in military service of the United States at the time this action was commenced, and

It further appearing that the plaintiff has been a resident of the State of Idaho for more than six full weeks prior to the commencement of this action, and that the defendant has been guilty of extreme cruelty toward the plaintiff and that all allegations and avertments in plaintiff's complaint are true, NOW THEREFORE, on motionoof plaintiff's attorney, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between the plaintiff Dorothy M. Anderson and the defendant Louis Henry Anderson be and the

same is forever dissolved, set aside and held for naught, and said plaintiff and defendant, and each of them be, and they are hereby forever absolutely released from the obligations thereof, and each of them is restored to the status of a single person.

2. That plaintiff be given custody of the minor child of plaintiff and defendant, Charles Victor Anderson, which child is now in the care of the plaintiff.

That any other and further relief be extended to plaintiff that to the court may seem just and equitable.

Dated the Nineteenth day of March 1949.

District Judge

2700

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

ALTA PARKINSON, Plaintiff,	)	
vs.	)	DECREE OF DIVORCE
SPENCE W. PARKINSON, Defendant.	)	

The above entitled cause came on regularly to be heard and tried by the court on the 25th day of March, 1949, the plaintiff appearing in person and by her attorney, W. Lloyd Adams of Rexburg, Idaho, and the defendant not appearing either in person or by attorney, and it appearing to the court that the defendant was duly and regularly served with summons in the County of Bonneville, State of Idaho, and

It further appearing to the court that defendant has failed to appear and plead in this cause, and the time for answering having expired and no answer or demurrer having been entered herein, and the default of the defendant having been entered herein, and it appearing that defendant is not now in the military service of the United States and was not in the military service of the United States at the time this action was commenced, and

It further appearingthat the parties have entered into a stipulation agreement regarding the custody of their minor children and the support and maintenance of said children, and the court being of the opinion that said stipulation should be allowed and approved, and

It further appearing that plaintiff has been a resident of the State of Idaho for more than six full weeks prior to the commencement of this action, and that the defendant has been guilty of extreme cruelty toward plaintiff, and that all the allegations and avertments in plaintiff's complaint are true,

NOW, THEREFORE, on motion of plaintiff's attorney, IT IS

HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between plaintiff, Alta Parkinson, and defendant, Spence W. Parkinson, be and the same is forever dissolved, set aside and held for naught, and said plaintiff and defendant, and each of them be, and they are hereby forever absolutely released from the obligations thereof and each of them is restored to the status of a single person.

2. That said stipulation be and the same is hereby approved and allowed.

3. Defendant is ordered to pay to plaintiff for the support and maintenance of said minor children the sum of $150.00 a month commencing March 1, 1949, and continuing on the 1st day of each and every month thereafter.

4. The defendant is hereby ordered and directed to pay to plaintiff for her support and maintenance until she remarries the sum of $50.00 a month commencing March 1, 1949, and continuing on the 1st day of each and every month thereafter.

Dated this 25th day of March, 1949.

C. J. Taylor
District Judge.

2697

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

FERN ANDERSON, Plaintiff,	)	
vs.	)	DECREE OF DIVORCE
ROBERT N. ANDERSON, Defendant.	)	

The above entitled cause came on regularly to be heard and tried by the court on the 25th day of March, 1949, the plaintiff appearing in person and by her attorney, Mary Smith of Rexburg, Idaho, and the defendant not appearing either in person or by attorney, and it appearing to the court that the defendant was duly and regularly served with summons in the County of Cache, State of Utah, and

And it further appearing to the court that defendant has failed to appear and plead in thiscause, and the time for answering having expired and no answer or demurrer having been entered herein, and the default of the defendant having been entered herein, and it appearing that defendant is not now in the military service of the United States and was not in the military service of the United States at the time this action was commenced, and

It further appearing that plaintiff has been a resident of the State of Idaho for more than six full weeks prior to the commencement of this action, and that the defendant has been guilty of extreme cruelty toward plaintiff, and that all the allegations and avertments in plaintiff's complaint are true.

NOW, THEREFORE, on motion of plaintiff's attorney, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between plaintiff, Fern Anderson, and defendant, Robert N. Anderson, be and the same is forever dissolved, set aside and held for naught, and said plaintiff and defendant, and each of them be, and they are hereby forever absolutely released

from the obligations thereof and each of them is restored to the status of a single person.

2. Plaintiff is hereby awarded the custody and control of the minor child of plaintiff and defendant, Trudy Mae.

3. Defendant is hereby ordered and directed to pay to plaintiff for the suppport and maintenance of said minor child the sum of $30.00 a month commencing April 1, 1949, and continue on the 1st day of each and every month thereafter.

4. Plaintiff is hereby awarded judgment against defendant in the amount of $100.00 for her attorneys fees and $16.20 for her costs of action.

Dated this 25th day of March, 1949.

C. J. Taylor
District Judge

2687

6018

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

FILED MAR 31 1949 19__ at 2:00 P.M. [illegible] Clerk [illegible] Deputy

COLLEEN GERRARD,)
Plain tiff, (
vs.)
BLAINE H. GERRARD, (
Defendant.)

DECREE OF DIVORCE

The above entitled cause came on regularly to be heard and tried by the court on the 30th day of March, 1949, the plaintiff appearing in person and by her attorney, Mary Smith of Rexburg, Idaho, and the defendant not appearing either in person or by attorney, and it appearing to the court that the defendant was duly and regularly served with summons in the County of Fremont, State of Idaho, and

It further appearing to the court that defendant has failed to appear and plead in this cause, and the time for answering having expired and no answer or demurrer having been entered herein, and the default of the defendant having been entered herein, and it appearing that defendant is not nowin the military service of the United States and was not in the military service of the United States at the time this action was commenced, and

It further appearing that the parties have entered into a stipulation agreement regarding their property and the custody of their minor child , and the support and maintenance of said child, and the court being of the opinion that said stipulation should be allowed and approved, and

It further appearing that plaintiff has been a resident of the state of Idaho for more than six full weeks prior to the commencement of this action, and that the defendant has been guilty of extreme cruelty toward plaintiff, and that all the allegations and avertmentsin plaintiff's complaint are true,

NOW, THEREFORE, on motion of plaintiff's attorney, IT IS

HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between plaintiff, Colleen Gerrard, and defendant, Blaine H. Gerrard, be and the same is forever dissolved, set aside and held for naught, and said plaintiff and defendant, and each of them be, and they are hereby forever absolutely released from the obligations thereof and each of them is restored to the status of a single person.

2. That said stipulation be and the same is hereby approved and allowed.

3. Defendant is ordered to pay to plaintiff for the support and maintenance of said minor child the sum of $30.00 a month commencing April 1, 1949, and continuing on the 1st day of each and every month thereafter.

4. Plaintiff is hereby awarded the community property consisting of household goods and furniture.

Dated this 30th day of March, 1949.

C. J. Taylor
District Judge

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

-o-

LOIS W. McALISTER, Plaintiff,

vs.

GUY W. McALISTER, Defendant.

DECREE OF DIVORCE

-o-

The above entitled cause came on regularly for hearing at the request of the plaintiff before the Honorable Hugh A. Baker, one of the Judges of said Court, at Chambers at Rupert, Minidoka County, Idaho, on the 29th day of January, 1949. The plaintiff appeared in person and by Sherman J. Bellwood, her attorney, and the defendant did not appear, either in person or by counsel. it appeared to the court that the defendant was duly and regularly served with Summons and copy of Complaint and had heretofore signed and acknowledged an admission of service of same which was heretofore filed in said cause, and wherein the said defendant entered his appearance for all purposes and consented that this cause may be heard at any time and that judgment be entered according to the facts as found by the court hearing said cause and refused to plead further and waived the time in which to appear, answer or plead in said cause and requested that a default be entered, it further appeared that, upon the affidavit of the plaintiff, the default of the said defendant was heretofore entered. Witnesses on behalf of the plaintiff were sworn and examined and documentary evidence was admitted on her behalf and the plaintiff rested. The court being fully advised in the premises orders that judgment be entered for the plaintiff.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the plaintiff, Lois W. McAlister, and the defendant, Guy W. McAlister, be and the same hereby are dissolved, and each of said parties be and hereby is restored to the status of a single person.

2. That the plaintiff, Lois W. McAlister, be, and she hereby is, awarded the exclusive custody, care and control of the minor children of the plaintiff and defendant, namely: Doris Marie McAlister, Granvill Paul McAlister and Ruby Arthell McAlister.

3. That the plaintiff, Lois W. McAlister, be and she hereby is granted the following described real property, as her sole and separate property, situated in Minidoka County, Idaho:

Beginning at a point five hundred sixty feet (560) South (S) of the Northwest (NW) corner of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Twenty-one (21), Township Nine (9) South, Range Twenty-four (24) E.B.M., thence East (E) four hundred twenty-five feet (425), thence South (S) two hundred ten feet (210) to the center line of lateral, thence in a Northwesterly direction along center line of said lateral a distance of four hundred thirty feet (430) more or less to

the West (W) line of said subdivision; thence North (N) one hundred fifty-two feet (152) more or less, to the point of beginning, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and together with the rents and profits thereof, and together with all the household equipment and furniture now located in and on the aforementioned real property.

4. That the property settlement agreement made between the plaintiff, Lois W. McAlister, and defendant, Guy W. McAlister, on the 18th day of September, 1947, a copy of which is attached to the complaint on file in this cause, be, and the same hereby is, in all respects confirmed, ratified and approved, EXCEPT that the defendant, Guy W. McAlister, be and he hereby is required to pay any and all community debts and obligations of said plaintiff and defendant, saving the plaintiff, Lois W. McAlister, and the property herein awarded to her absolutely harmless from said obligations and debts.

5. That the defendant, Guy W. McAlister, pay to the plaintiff, Lois W. McAlister, the sum of $50.00 per calendar month for her support and maintenance until such time as the said plaintiff remarries or until the further order of the court, commencing with the month of January, 1949; and that the said defendant, Guy W. McAlister, pay to the plaintiff, Lois W. McAlister, for the support and maintenance of said minor children, Doris Marie McAlister, Granvill Paul McAlister, and Ruby Arthell McAlister, the sum of $50.00 per calendar month, commencing with the month of January, 1949, until the further order of the court or until the youngest of said children becomes of full age.

Done at Chambers, Rupert, Minidoka County, Idaho, this 29th day of January, 1949.

HUGH A. BAKER
Judge, District Court.

STATE OF IDAHO)
County of Minidoka) ss.

I, Worth S. Elton, Clerk of the District Court of the Eleventh Judicial District of the State of Idaho in and for Minidoka County, do hereby certify the foregoing is a full, true and correct copy of the original Decree of Divorce made and entered in said court on the 29th day of January, 1949, in the case wherein Lois W. McAlister was plaintiff and Guy W. McAlister was defendant and that the original of said decree is now on file in and of record in the office of said Clerk at said place.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said court this 31st day of January, 1949.

Worth S. Elton
Clerk, District Court.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

-o-

RUTH FRANCES GARDNER,
Plaintiff,
vs.
LEE ROY GARDNER,
Defendant.

DECREE OF DIVORCE

-o-

This cause came on regularly for trial before the court sitting without a jury on the 29th day of January, 1949, at Rupert, in the County of minidoka, State of Idaho, upon the complaint of the plaintiff and the answer of the defendant filed herein, and both the plaintiff and the defendant appeared in person and Lawrence H. Duffin appeared as attorney for the plaintiff and Sherman J. Bellwood appeared as attorney for the defendant, and the court having heard the testimony and having examined the proofs offered by the respecitive parties, and the court being fully advised in the premises and having found that both the plaintiff and the defendant expressly waive Findings of Fact and Conclusions of Law, orders that judgment be entered for the plaintiff in accordance therewith:

NOW, THEREFORE, by reason of the Law and Findings aforesaid, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

First: That the bonds of matrimony heretofore and now existing between plaintiff, Ruth Frances Gardner, and defendant, Lee Roy Gardner, be, and the same are hereby, dissolved, cancelled, set aside, and held for naught, and the said plaintiff, Ruth Frances Gardner, be, and she is hereby, forever divorced from the said defendant, Lee Roy Gardner, and the plaintiff and defendant are hereby restored to the status of single persons.

Second: That the plaintiff, Ruth Frances Gardner, have the exclusive care, custody and control of the said minor child of the plaintiff and defendant, to wit, one Nancy Gardner.

DATED THIS 29th day of January, 1949.

/S/ H. A. Baker
H. A. Baker
District Judge

STATE OF IDAHO)
) ss.
County of Minidoka)

I, Worth S. Elton, Clerk of the District Court, Ex-officio Auditor and Recorder, in and for the County of Minidoka, State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce now on file in my office at Rupert, Idaho, in Book 5 of Judgements at Page 259.

Given under my hand and seal at Rupert, Idaho, this 3rd day of February, 1949.

Worth S. Elton
Clerk of the District Court

IN THE DISTRICT COURT OF THE ELEVENTH JULICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

J. GOLDEN BAIR,

Plaintiff,

vs.

GENEVE H. BAIR,

Defendant.

D E C R E E

The above entitled cause of action came on for hearing before me in my chambers in the City of Burley, County of Cassia, State of Idaho, and within the Eleventh Judicial District of the State of Idaho; the plaintiff appearing in person and with his witnesses and the defendant appearing not; and it appearing to the court from the records and files in said cause that the defendant has been duly and regularly served with summons and complaint; and it further appearing that the defendant is not in a military service of the United States of America within the meaning of the Soldiers and Sailors Civil Relief Act, and that the said defendant had duly filed a voluntary appearance in said cause and that the time of appearance has expired, and it is a proper matter to be heard at chambers;

Whereupon, witnesses were duly called, sworn and testified for and on behalf of the plaintiff and against the defendant, and the court after listening to all of said testimony free of all legal objections thereto, finds as follows:

That the plaintiff now is and for more than six weeks next preceding commencement of this action has been an actual and bona fide resident of the State of Idaho.

The court finds that the plaintiff and defendant were intermarried on or about the 5th day of August, 1931, at Farmington, Utah, and ever since said time have been husband and wife.

The court finds that there was born the issue of said marriage the following minor children: LeGrand Bair, age 15 years, Bonnie Rae Bair, age 14 years, Judie Lee Bair, age 12 years, and Lorna Gale Bair, age 8 years.

The court further finds that prior to the commencement of plaintiff's action a contract of settlement of all of the community property of the plaintiff and defendant had been duly entered into; and the court finds that payments under and pursuant to said contract of property settlement have been duly made by the plaintiff as therein provided.

The court finds that the property settlement is fair, equitable and just, and the court thereupon ratifies each and all of the provisions of said property settlement.

The court further finds that pursuant to said agreement and pursuant to the testimony offered in said cause, that the plaintiff herein is a fit and proper person to have the care, control and custody of the minor children LeGrand Bair, age 15 years, and Judie Lee Bair, age 12 years, and that the defendant have the care, control

and custody of the minor children Bonnie Rae Bair, age 14 years, and Lorna Gale Bair, age 8 years, subject to the right of the said plaintiff and defendant each to see the respective children at all reasonable times and places.

The court further finds that the plaintiff having proven all of the material allegations of his complaint, it is a proper matter for the entry of a decree of divorce.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff and defendant be dissolved and that the plaintiff be and is hereby granted the care, control and custody of the minor children LeGrand Bair and Judie Lee Bair, and that the defendant be decreed the care, control and custody of the minor children Bonnie Rae Bair and Lorna Gale Bair, subject to the right of each of the said parties to see said minor children at all reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be and is hereby decreed to be the owner as his sole, separate and individual property and estate of all of the personal property, consisting of 1325 head of cross-bred Rambouillet ewes and lambs, together with all camp equipment used in connection therewith.

AND BE IT FURTHER ORDERED, ADJUDGED AND DECREED that the said plaintiff shall pay to the defendant the sum of $175.00 per month for the support of and maintenance of said defendant, Geneve H. Bair, and for the said minor children Bonnie Rae Bair and Lorna Gale Bair, until the sum of $10,000.00 shall have been paid.

And it is decreed that upon the payment of the sum of $10,000.00 said payment shall be in conformity with and in full settlement of all property rights.

Made and entered in my chambers in the City of Burley, County of Cassia, State of Idaho, this 8th day of February, 1949.

Kales E. Lowe
District Judge

STATE OF IDAHO,)
) ss.
County of Minidoka.)

I, Worth S. Elton, the duly elected, acting and qualified Clerk of the District Court of Minidoka County, Idaho, do hereby certify that the foregoing is a full, true and correct copy of the original decree filed and recorded in the above entitled matter.

IN WITNESS WHEREOF, I hereunto set my hand and seal of the court this 8th day of February, 1949.

Worth S. Elton.
Clerk, District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR MINIDOKA COUNTY

-0-

FLORENCE B. MORDEN,
Plaintiff,
vs.
LYMAN L. MORDEN,
Defendant.

DECREE OF DIVORCE

-0-

This cause came on regularly to be heard on the 22nd day of February, 1949, before Honorable H. A. Baker, one of the Judges of the above-entitled Court, in Chambers, in Burley, in the County of Cassia, State of Idaho, upon the complaint of the plaintiff filed herein, and the plaintiff appearing in person and by Lawrence H. Duffin, her attorney, and the defendant not appearing and no one appearing for him. Thereupon it appeared to the Court that the said defendant was duly served with process herein and had signed a written waiver of the time to appear and answer the complaint and had requested the entry of a default judgment against him forthwith, and that the plaintiff be forthwith permitted to submit her evidence to substantiate the allegations of her complaint, and that no appearance, answer of demurrer had been made or filed herein by, or on behalf of, the defendant; that the default of the defendant for his failure to appear and plead to the complaint of the plaintiff in the manner provided by law, or otherwise, having been duly entered herein in the manner provided by law, by the Clerk of this Court. Thereupon witnesses on behalf of the plaintiff were sworn and examined and the plaintiff rested. The Court being fully advised in the premises, Findings of Fact and Conclusions of Law being waived as a matter of law by the defaulting defendant, and being expressly waived by the plaintiff, orders that judgment

be entered for the plaintiff in accordance therewith.

NOW, THEREFORE, by reason of the Law and Findings aforesaid, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

First: That the bonds of matrimony heretofore and now existing between plaintiff, Florence B. Morden, and defendant, Lyman L. Morden, be, and the same are hereby dissolved, cancelled, set aside, and held for naught, and the said plaintiff, Florence B. Morden, be, and she is hereby, forever divorced from the said defendant, Lyman L. Morden, and the plaintiff and defendant are hereby restored to the status of single persons.

Second: That the plaintiff be, and she is hereby, awarded the care, control and custody of Velma Jean Morden, Ly an Morden, Jr., Donald E. Morden, Goldie G. Morden, Wayne D. Morden, Phyllis I. Morden, Michael O. Morden, during the non-school months of each year and that the defendant be, and he is hereby, awarded the care, custody and controll of all of the before mentioned minor children during the school months of each year.

Third: That the defendant pay the plaintiff ten dollars ($10.00) per month per child for each child she may have in her care, custody and control during the said non-school months of each year.

Dated this 11 day of February, 1949.

Hugh R. Baker
District Judge

STATE OF IDAHO)
) ss.
County of Minidoka)

I, Worth S. Elton, Clerk of the District Court, Ex-officio Auditor and Recorder, in and for the County of Minidoka, State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce now on file in my office at Rupert, Idaho, in Book 5 of Decrees at Page 267.

Given under my hand and seal at Rupert, Idaho, this 14 day of February A. D. 1949.

Worth S. Elton
Clerk of the District Court

By _____ Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR MINIDOKA COUNTY

-0-

VELMA D. ADAMSON,
Plaintiff,
vs.
WALTER C. ADAMSON,
Defendant.

DECREE OF DIVORCE

-0-

This cause came on regularly to be heard on the 22nd day of February, 1949, before Honorable H. A. Baker, one of the Judges of the above-entitled court, in Chambers, in Burley, in the County of Cassia, State of Idaho, upon the complaint of the plaintiff filed herein, and the plaintiff appearing in person and by Lawrence E. Duffin, her attorney, and the defendant not appearing and no one appearing for him. Thereupon it appeared to the Court that the said defendant was duly served with process herein and it further appeared that the time to appear and answer the summons and complaint of the plaintiff in the manner provided by law, or otherwise, having been duly entered herein in the manner provided by law, by the Clerk of this Court. Thereupon witnesses on behalf of the plaintiff were sworn and examined and the plaintiff rested. The Court being fully advised in the premises, Findings of Fact and Conclusions of Law being waived as a matter of law by the defaulting defendant, and being expressly waived by the plaintiff, orders that judgment be entered for the plaintiff in accordance therewith.

NOW, THEREFORE, by reason of the Law and Findings aforesaid, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

First: That the bonds of matrimony heretofore and now existing between plaintiff, Velma D. Adamson, and defendant, Walter C. Adamson, be, and the same are hereby

dissolved, cancelled, set aside, and held for naught, and the said plaintiff, Velma D. Adamson, be, and she is hereby, forever divorced from the said defendant Walter C. Adamson, and the plaintiff and defendant are hereby restored to the status of single persons.

Second: That the plaintiff be awarded as her sole and separate property, the household equipment and furniture located in the community home in the City of Rupert, County of Minidoka, Idaho.

Third: That the defendant be awarded as his sole and separate property the 1929 model Oakland sedan automobile, which automobile is now located in the City of Rupert, County of Minidoka, Idaho.

Fourth: That the community interest of the plaintiff and defendant in the real property particularly described in the complaint herein as Lot Seven (7) in Block Seventy eight (78) of the Original Townsite of Rupert, Idaho be, and it is hereby decreed as a tenancy in common, each of the parties having an one-half undivided interest therein.

Dated this 22nd day of February, 1949.

Hugh Q. Baker
District Judge

STATE OF IDAHO)
) ss.
County of Minidoka)

I, Worth S. Elton, Clerk of the District Court, Ex-officio Auditor and Recorder, in and for the County of Minidoka, State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce now on file in my office at Rupert, Idaho, in Book 5 of Decrees at Page 168.

Given under my hand and seal at Rupert, Idaho, this 24 day of February A. D. 1949.

Worth S. Elton
Clerk of the District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR MINIDOKA COUNTY

-0-

AGNES R. BARKER,
Plaintiff,
vs.
FRANK L. BARKER,
Defendant.

FRANK L. BARKER,
Cross-complainant,
vs.
AGNES R. BARKER,
Cross-defendant.

DECREE OF DIVORCE

-0-

This cause came on regularly to be heard on the 22nd day of February, 1949, before Honorable H. A. Baker, one of the Judges of the above-entitled Court, in Chambers, in Burley, in the County of Cassia, State of Idaho, upon the complaint of the plaintiff and cross-defendant, and the stipulation of the attorneys of record filed herein and the attorneys further agreeing that the cross-complaint of the defendant and cross-complainant was deemed denied by the plaintiff and cross-defendant, and the plaintiff and cross-defendant appearing person and by Lawrence M. Duffin, her attorney, and the defendant and cross-complainant appearing in person and by George E. Redford, his attorney, and the Court having heard the testimony and having examined the proofs offered by the respective parties, and the Court being fully advised in the premises, and having filed herein its Findings of Fact and Conclusions of Law, orders that judgment be entered for the defendant and cross-complainant

in accordance therewith.

NOW, THEREFORE, by reason of the Law and Findings aforesaid, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

First: That the bonds of matrimony heretofore and now existing between plaintiff and cross-defendant, Agnes R. Barker and defendant and cross-complainant, Frank L. Barker, be, and the same are hereby dissolved, cancelled, set aside, and held for naught, and the said defendant and cross-complainant, Frank L. Barker, be, and he is hereby, forever divorced from the said plaintiff and cross-defendant, Agnes R. Barker, and the plaintiff and cross defendant and the defendant and cross-complainant are hereby restored to the status of single persons.

Second: That the defendant and cross-complainant be, and he is hereby, awarded the care, control and custody of Joan Shirley Barker, Barbara Ann Barker, Helen Lee Barker and Conrad Lewis Barker, subject to the right of the plaintiff and cross-defendant to visit said children at reasonable times and places.

Dated this 22nd day of February, 1949.

Hugh R. Barker
District Judge

STATE OF IDAHO)
) ss.
County of Minidoka)

I, Worth S. Elton, Clerk of the District Court, Ex-officio Auditor and Recorder, in and for the County of Minidoka, State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce now on file in my office at Rupert, Idaho, in Book 5 of Decrees at Page 269.

Given under my hand and seal at Rupert, Idaho, this 24 day of February A. D. 1949.

Worth S. Elton
Clerk of the District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

*****

INA ESTELLA BOSWORTH,

Plaintiff and Cross-Defendant,

vs.

ARIEL BOSWORTH,

Defendant and Cross-Complainant.

DECREE

*****

The above entitled cause of action having come on for hearing before me at my chambers in the City of Burley, County of Cassia, State of Idaho, on this 22nd day of February, 1949, pursuant to written stipulation heretofore entered into and filed in this cause, providing for the trial of said cause before me at my chambers in the City of Burley, County of Cassia, and State of Idaho, on this date.

And the said cause having been fully heard by the court and the court having heretofore made its findings of fact and conclusions of law herein, and having found it is a proper matter for the entry of a decree of divorce in accordance with the prayer of plaintiff's complaint.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff, Ina Estella Bosworth, and the defendant, Ariel Bosworth, be and are hereby dissolved and a decree of divorce be and is hereby made and entered in favor of the plaintiff, Ina Estella Bosworth, and against the defendant, Ariel Bosworth.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said plaintiff, Ina Estella Bosworth, be and is hereby decreed to have and to hold has her sole, separate and individual property all equitable interest acquired by the said plaintiff, Ina Estella Bosworth, and the defendant, Ariel Bosworth, in and to Lot 4 of Block 10 of T. E. Clark's Amended Addition to the Village of Paul, Idaho, under and by virtue of a contract of sale wherein and whereby Robert E. Nisbet and Minnie Nisbet agreed to sell and convey unto the said Ina Estella Bosworth and Ariel Bosworth the foregoing described property, pursuant to contract of sale dated the 29th day of September, 1947, and it be and is hereby decreed that the said Ina Estella Bosworth be and is hereby decreed to own and to hold as her sole, separate and individual property any and all equitable interest, equitable right, and any and all title acquired under and by virtue of said contract of sale, and the said Ariel Bosworth, the defendant herein, be and is hereby barred and foreclosed from asserting or claiming to assert any right, title or interest in or to any equitable title acquired under and by virtue of said contract of sale, and that the said Ina Estella Bosworth be and is hereby decreed all of said equity as her sole, separate and individual property and estate.

AND BE IT FURTHER ORDERED, ADJUDGED AND DECREED that each and all of the household goods be and are hereby decreed to the said Ina Estella Bosworth as her sole, separate and individual property and estate, and that the defendant, Ariel Bosworth, be decreed the automobile as his sole, separate and individual property and estate.

THAT IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said plaintiff, Ina Estella Bosworth, be and is hereby decreed to have the care, control and custody of the minor child, Lila Lee Bosworth, subject to the right of the defendant to see said minor child at all reasonable times and places.

That it is decreed that the said plaintiff shall have the foregoing community property in lieu of any judgment of this court for allmony, support or maintenance.

Dated this 22nd day of February, 1949.

H. A. Baker
District Judge

STATE OF IDAHO,)
) SS.
County of Minidoka.)

I, Worth Elton, the duly elected, acting and qualified Clerk of the District Court of Minidoka County, State of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the original decree filed and recorded in the above entitled matter.

IN WITNESS WHEREOF, I hereunto set my hand and seal of the court this 12 day of ~~February~~ Mar., 1949.

Worth S. Elton.
Clerk

By _____
Deputy

X

6026

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

HOWARD F. DURWARD,

Plaintiff,

vs.

EDNA DURWARD,

Defendant.

DECREE

The above entitled cause of action came on for hearing at the regular February term of the above entitled court on this 5th day of March, 1949. The plaintiff appeared in person and with his witnesses, the defendant appearing not, and from examination of the files and records in said cause it appearing that the defendant is not in a military service of the United States of America; and the court after due examination of the records and files herein having made and entered its order directing that the default of the defendant be made, and the default of the defendant having been made, and the defendant having failed to appear and answer to the complaint of the plaintiff, and the matter having been set for trial on this date.

WHEREUPON, witnesses were called, sworn and testified for and on behalf of the plaintiff, and no evidence having been offered on behalf of the defendant, and the court being fully advised in the premises finds as follows:

1. That the plaintiff, Howard F. Durward, now is and for more than six weeks next preceding commencement of this action is and has been an actual and bona fide resident of the State of Idaho.

2. The court finds that the plaintiff and defendant were intermarried at Moscow, Idaho, on the 18th day of August, 1923, and ever since said time have been and now are husband and wife.

3. The court further finds that no community property was acquired by the plaintiff and defendant during said coverture.

4. The court further finds that there are now no minor children the issue of said marriage.

5. The court finds that on or about the 7th day of November, 1946 the defendant did desert, abandon said plaintiff and did cease to reside or live with said plaintiff; that said desertion was due to no fault of the plaintiff; and that the defendant has failed and refused to return and reside or live with the plaintiff.

6. The court finds that the last known address that the had of the defendant was Portland, Oregon; that due and re service of summons and complaint has been made on the de required by this court, and the plaintiff having proven material allegations of his complaint, it is a proper entry of a decree of divorce.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED

1. That the bonds of matrimony existing between the plaintiff and defendant be dissolved and a decree of divorce be and is hereby entered in favor of the plaintiff, Howard F. Durward, and against the defendant, Edna Durward.

Made and entered in open court this 7th day of March, 1949.

H. A. Baker
District Judge

STATE OF IDAHO,)
) ss.
County of Minidoka.)

I, Worth S. Elton, the duly elected, acting and qualified Clerk of the District Court of Minidoka County, Idaho, do hereby certify that the foregoing is a full, true and correct copy of the original decree made and entered in the above entitled cause.

IN WITNESS WHEREOF, I hereunto set my hand and seal of said court this 8th day of March, 1949.

Worth S. Elton.
Clerk

By _____
Deputy

6027

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

VELTY MELVIN LINZY,

Plaintiff,

vs.

RUTH LEE LINZY,

Defendant.

DECREE

The above entitled cause of action came on regularly to be heard on this 5th day of March, 1949, at the regular February term of the above entitled court, and it appearing from the records and files therein that the defendant, Ruth Lee Linzy, had been duly and regularly served with summons and complaint and that her appearance had been voluntarily entered by the defendant; that her time to answer in said cause has expired and her default has been duly and regularly entered as provided by law; that the said cause of action had been set for hearing on this date, and the plaintiff appearing in person and with witnesses and the defendant appearing not.

WHEREUPON, witnesses were called, sworn and testified for and on behalf of the plaintiff, and the court after listening to said testimony offered therein, free of all legal objection thereto, finds as follows:

1. That the plaintiff now is and for more than six weeks next preceding commencement of this action is and has been an actual and bona fide resident of the State of Idaho.

2. The court finds that the plaintiff and defendant were intermarried on or about the 30th day of July, 1946, at Rupert, Minidoka County, Idaho.

3. That there was born the issue of said marriage oneminor child, Theodore A. Linzy, now of the age of 18 months.

4. The court finds that the plaintiff and defendant did not acquire and do not have any community property; that the only property that has been acquired by them is a small amount of household goods which have been by the said parties equally divided prior to the filing of the plaintiff's action.

5. The court further finds that for approximately one year next preceding commencement of plaintiff's action that the said defendant had become addicted to the attendance of various night clubs and other places of amusement, wholly neglecting the said plaintiff and the said minor child; and that the said defendant had at divers and numerous times advised the said plaintiff that she no longer cared for or desired to reside with the said plaintiff; that the said defendant had spent a major portion of the past year prior to the filing of plaintiff's action with her mother in Burley, Idaho.

6. And the court further finds that the said plaintiff having satisfactorily proven all the material allegations of his complaint that it is a proper matter for the entry of a decree of divorce in favor of the plaintiff and against the defendant.

7. The court finds that at the time the plaintiff filed his action that the said plaintiff had in his care, control and custody the minor child of said marriage, Theodore A. Linzy; that the court finds that after due consideration of all the facts established by the testimony herein that the said plaintiff is a proper person to have the care, control and custody of the said minor child, subject to the right of the defendant to see said minor child at all reasonable times and places.

8. The court further finds that the said defendant has requested that she be granted and returned to her maiden name of Ruth Lee Beckham, and the court being fully advised in the premises and having made its findings, herewith enters its decree as follows:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the plaintiff, Velty Melvin Linzy, and the defendant, Ruth Lee Linzy, be dissolved and that a decree of divorce be made and entered in favor of the plaintiff, Velty Melvin Linzy, and against the defendant, Ruth Lee Linzy.

2. And be it further ordered, adjudged and decreed that the said plaintiff, Velty Melvin Linzy be and is hereby granted the care, control and custody of the minor child, Theodore A. Linzy, the issue of said marriage, subject to the right of the defendant to see said minor child at all reasonable times and places.

3. And it is further ordered that the defendant, Ruth Lee Linzy, be and is hereby decreed to have and to retain her maiden name of Ruth Lee Beckham.

Made and entered in open court this 7th day of March, 1949.

H. A. Baker
District Judge

State of Idaho,)
) ss.
County of Minidoka.)

I, Worth S. Elton, the duly elected, acting and qualified Clerk of the District Court of Minidoka County, Idaho, do hereby certify that the foregoing is a full, true and correct copy of the original decree filed and recorded in the above entitled cause.

IN WITNESS WHEREOF, I hereunto set my hand and seal of said court this 7th day of March, 1949.

Clerk

By Worth S. Elton
~~Deputy~~ Clerk.

4

6028

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

MARTHA BARNES,

Plaintiff,

vs.

MAX EUGENE BARNES,

Defendant.

DECREE

The above entitled cause of action came on to be heard on this 5th day of March, 1949, at the regular February term of the above entitled court, and it appearing from the records and files that the defendant has been duly and regularly served with summons and complaint and that the default of the defendant has been duly and regularly entered and his term of appearance having expired, and the above matter having been set for hearing on this date.

WHEREUPON, witnesses for the plaintiff were called, sworn and testified, and the court after listening to all of said testimony, free of all legal objections thereto, and being fully advised in the premises, makes and enters its findings as follows:

1. The court finds that the plaintiff now is and for more than six weeks next preceding commencement of this action is and has been an actual and bona fide resident of the State of Idaho.

2. The court finds that no issue was born of said marriage.

3. The court further finds that no community property has been acquired by the plaintiff and defendant during said marriage.

4. The court, after listening to said testimony, finds that the plaintiff having proven all of the material allegations of her complaint that it is a proper matter for the entry of a decree of divorce.

5. The court further finds that the plaintiff's maiden name was Martha Attlesey and the said plaintiff has requested that she be decreed the use of her said maiden name, and the court finds that it is a proper matter to be granted as prayed.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the plaintiff, Martha Barnes, and the defendant, Max Eugene Barnes, be and the same are hereby dissolved and that a decree of divorce be made and entered in favor of the plaintiff, Martha Barnes, and against the defendant, Max Eugene Barnes.

2. It is further ordered, adjudged and decreed that the plaintiff have restored to her her maiden name of Martha Attlesey.

Made and entered in open court this 7th day of March, 1949.

H. A. Baker

District Judge

STATE OF IDAHO,)
) ss.
County of Minidoka.)

I, Worth S. Elton, the duly elected, acting and qualified Clerk of the District Court of Minidoka County, Idaho, do hereby certify that the foregoing is a full, true and correct copy of the original decree filed and recorded in the above entitled cause of action,

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the said court this 28th day of March, 1949.

Worth S. Elton.
Clerk

By _____
Deputy

6029

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

JEAN VALLON,

Plaintiff,

vs.

GWENDOLYN VALLON,

Defendant.

DECREE

The above entitled cause of action came on to be heard on this 12th day of March, 1949, at the regular February term of the above entitled court, and it appearing from the records and files that the defendant has been duly and regularly served with summons and complaint and that the default of the defendant has been duly and regularly entered and her term of appearance having expired, and the above matter having been set for hearing on this date.

WHEREUPON, witnesses were called, sworn and testified for and on behalf of the plaintiff, and the court after listening to all of said testimony, free of all legal objections thereto, and being fully advised in the premises, makes and enters its findings as follows:

1. The court finds that the plaintiff now is and for more than six weeks next preceding commencement of this action is and has been an actual and bona fide resident of the State of Idaho.

2. The court finds that no issue was born of said marriage.

3. The court finds that the said plaintiff and defendant were intermarried in the City of Salt Lake, Utah, on the 8th day of September, 1941, and ever since said time have been husband and wife.

4. The court further finds that no community property has been acquired by the plaintiff and defendant during said marriage.

The court, after listening to said testimony, finds that the plaintiff having proven all of the material allegations of his complaint that it is a proper matter for the entry of a decree of divorce in favor of the plaintiff and against the defendant.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the plaintiff, Jean Vallon, and the defendant, Gwendolyn Vallon, be and the same are hereby dissolved, and that a decree of divorce be made and entered in favor of the plaintiff, Jean Vallon, and against the defendant, Gwendolyn Vallon.

Made and entered in open court this 12th day of March, 1949.

H. A. Baker

District Judge

STATE OF IDAHO,)
) ss.
County of Minidoka.)

I, Worth S. Elton, the duly elected, acting and qualified Clerk of the District Court of Minidoka County, Idaho, do hereby certify that the foregoing is a full, true and correct copy of the original decree made and entered in the above entitled cause of action.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 25th day of March, 1949.

Worth S. Elton.
Clerk of the District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR MINIDOKA COUNTY.

-o-

ALDA SNIDER, Plaintiff, vs. GEORGE SNIDER, Defendant.	DECREE OF DIVORCE

-o-

The above entitled cause came on regularly for hearing at the request of the plaintiff in open court at Rupert, Minidoka County, Idaho, this 15th day of March, 1949, before the Honorable Hugh A. Baker, one of the Judges of said court. The plaintiff appeared in person and by counsel; the defendant did not appear either in person or by counsel. It appeared to the court that the defendant had been duly and regularly served with summons, by publication, for the time required by law upon the affidavit of the plaintiff for service of summons by publication and upon the order of the court pursuant to said affidavit. It further appeared to the court that the defendant did not appear in said action or answer or otherwise plead to plaintiff's complaint on file herein within the time limited by law and that the clerk of said court, upon the affidavit of the plaintiff that the defendant is not in the military service of the United States of America, duly and regularly entered the default of the said defendant according to law.

Witnesses on behalf of the plaintiff were sworn and examined and the plaintiff rested and the cause was submitted to the court for consideration and decision. It appeared to the court that the allegations contained in plaintiff's complaint are true and are sustained by evidence free from all objections as to its competency, relevancy and admissibility; and that the plaintiff is entitled to the Decree of Divorce from the defendant in accordance with the prayer of her complaint.

WHEREFORE, By reason of the law and the premises aforesaid:

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Alda Snider, and the defendant, George Snider, be and the same hereby are dissolved and that each of said parties be and each of them hereby is restored to the status of a single person.

Done in open court at Rupert, Minidoka County, Idaho this 15th day of March, 1949.

(SEAL)

Hugh A. Baker
Judge, District Court.

STATE OF IDAHO)
) ss.
County of Minidoka)

I, Worth S. Elton, Clerk of the District Court of the Eleventh Judicial District of the State of Idaho in and for Minidoka County, do hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce made and entered in said court on the 15th day of March, 1949, in the case wherein Alda Snider was plaintiff and George Snider was defendant and that the original of said Decree is now on file and of record in my office in the City of Rupert, Minidoka County, Idaho.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said court this 15th day of March, 1949.

Worth S. Elton

Clerk of the District Court of the Eleventh Judicial District of the State of Idaho, in and for Minidoka County.

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

HELEN L. HARGROVE,
Plaintiff,
vs.
ROBERT C. HARGROVE, JR.,
Defendant.

No. 10537

FILED
AT 11:00 O'CLOCK A M
MAR - 1 1949
PHILIP WEINGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 8

D E C R E E

The above entitled cause came on regularly for trial before the Court at Lewiston, Idaho, on the 1st day of March, 1949, at ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Owen L. Knowlton. The defendant did not appear either in person or by attorney, and he having been regularly served with Summons and Complaint in this cause in the County of Grant, State of Washington, pursuant to Affidavit and Order for service in a foreign jurisdiction, on the 7th day of February, 1949, and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default, and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause. Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted, and the Court being advised in the premises makes the following Orders, Judgments and Decrees:

That the defendant was regularly served with Summons and Complaint in this cause in Grant County, State of Washington, on the 7th day of February, 1949.

That the allegations contained in Paragraphs I, II, III and IV of the plaintiff's complaint are true as alleged, and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though fully set forth herein. The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Helen L. Hargrove, and the defendant, Robert C. Hargrove, Jr., be, and the same hereby are, wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the exclusive care, custody and control of the minor child, Sandra Rae Hargrove, be and the same hereby is, awarded to plaintiff subject to the right of defendant to visit said child at reasonable times and places.

DATED this 1st day of March, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 1st day of May, 1949.

PHILIP WEISGERBER, Clerk
By _____
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

LUCILLE WIZER,) 10531✓

Plaintiff)

-vs-) DECREE

SOLOMON WIZER,)

Defendant)

FILED
AT 11:15 O'CLOCK A M
MAR - 2 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 9

This cause came on duly and regularly for hearing in open court, before the above entitled court on the 2nd day of March, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, her attorneys of record herein; and it appearing to the court that the defendant, SOLOMON WIZER, was personally served with Summons outside the State of Idaho, to-wit: Detroit, Marion County, State of Oregon, on the 28th day of January, 1949; that more than twenty (20) days has elapsed since the service of said process personally upon the said defendant; that the defendant appeared and filed a demurrer, and said demurrer having been overruled and the defendant having refused to further plead herein, and the default of the defendant having been duly and regularly entered by this court, and that said defendant is not now serving in the Armed Forces of the United States or any related branch thereof, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined in open court, and oral and documentary evidence having been heard, submitted and considered, and the Court finding that the allegations of the plaintiff's complaint are true, and that the defendant has been guilty of extreme cruelty toward

the plaintiff, and the Court being fully advised in the premises,

NOW, THEREFORE, premises considered, the court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that this plaintiff, LUCILLE WIZER, is now and for several months continuously last past prior to the filing of the complaint herein, was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, LUCILLE WIZER, and the defendant, SOLOMON WIZER, be and the same are hereby dissolved and plaintiff is hereby granted an absolute divorce from the defendant.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the Agreement between the parties dated February 25, 1949, respecting the division of their property and providing for the custody of their minor children, a copy of which said agreement is hereunto annexed and by reference made a part hereof, be and the same is hereby ratified, confirmed, and approved in all respects, and the real property therein described is hereby awarded to the parties pursuant to said agreement, and the life insurance policy is hereby awarded to the plaintiff subject to the terms of the Third Paragraph of said agreement.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the plaintiff, LUCILLE WIZER, shall have the care, custody and control of the minor children of the parties, namely, Barbara Ann Wizer, aged five (5) years, and Carol Lee Wizer, aged three (3) years, both of whom are now with the plaintiff at her home in Lewiston, Idaho, provided however, that the defendant may visit said children at any time and place reasonably convenient to the plaintiff, and the plaintiff shall not permit the

adoption of said children by any person during the lifetime of the defendant without notice to said defendant of such adoption proceedings.

DONE in open court this 2nd day of March, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 2nd day of May, 1949.

PHILIP WEISGERBER, Clerk

By A. M. Beck
Deputy

This Agreement, made this 25 day of February, 1949, between LUCILLE WIZER, of Lewiston, Nez Perce County, Idaho, first party, and SOLOMON WIZER, her husband, of Detroit, Marion County, Oregon, second party,

Whereas, the parties are now husband and wife and being unable to continue to live together as such, desire to settle their marital and property interests and to provide for the custody of their minor children.

Now, Therefore, in consideration of the mutual agreements herein contained, the parties agree as follows:

I

That the parties hereto henceforth shall live separately and apart from each other and each hereby releases the other from all duties and obligations.

II

Second party agrees to transfer to first party all of his right, title and interest in and to the following described real property situate in the State of Oregon, to-wit:

> Beginning on the Section line between Sections One (1) and Twelve (12) in Township Ten (10) South Range Five (5) East of the Willamette Meridian in Marion County, Oregon, at a point which is 1170.50 feet East from the Northwest corner of said Section Twelve (12); thence South 59.01 feet; thence North 79°37' East 35.58 feet; thence North 85 feet to the South line of Oregon State Highway No. 222 as same is located in the said Township and Range; thence South Westerly along the South line of the said Highway No. 222, 35.58 feet to a point which is due North of the place of beginning; thence South to the place of beginning,

which stands of record in the name of Delbert F. Surring and Phoebe Surring, his wife, and Lucille Wizer, first party herein, and which real property adjoins the real property in Oregon hereinafter described, and also all of his right, title and interest in and to any community property of the parties now situate in the State of Idaho, all of which said property shall

be and remain the sole and separate property of first party. First party agrees to convey to second party all of her right, title and interest in and to the following described real property situate in the State of Oregon, to-wit:

> Beginning on the Section line between Section One (1) and Twelve (12) in Township Ten (10) South Range Five (5) East of the Willamette Meridian in Marion County, Oregon, at a point which is 1205.50 feet East from the Northwest corner of the said Section Twelve (12); thence South 52.60 feet; thence North 79°37' East 66.08 feet; thence North 85 feet to the South line of State Highway No. 222 as same is located in the said Township and Range; thence southwesterly along the South line of the said Highway No. 222, 66.08 feet to a point due North of the place of beginning; thence South to the place of beginning; reserving for road and right-of-way purposes a strip 25 feet in width off of the East side of the above described tract of land,

which said property shall be and remain the sole and separate property of second party and second party further agrees to assume and pay all indebtedness against said Oregon real property to be conveyed to him, and to hold first party free and harmless therefrom.

III

First party has in her possession insurance policy No. 19803, of Provident Life Insurance Company, in the face amount of One Thousand Dollars ($1,000.00). Second party agrees, when he is able to do so, to pay the cash surrender value, at that time, of said insurance policy to first party, whereupon first party shall deliver said policy to second party after the children of the parties are made irrevocable beneficiaries thereof.

IV

First party, Lucille Wiser, shall have the care, custody and control of the minor children of the parties; namely, Barbara Ann Wiser, aged five (5) years, and Carol Lee Wiser, aged three (3) years, both of whom are with

first party at her home in Lewiston, Idaho, provided, however, that second party may visit said children at any time and place reasonably convenient to first party, and provided further, that first party shall not permit the adoption of said children by any person during the lifetime of second party without notice to second party of said adoption proceedings.

Each of the parties shall, at any time, execute any and all instruments reasonably necessary to carry out the terms of this agreement.

In Witness Whereof, the parties have hereunto set their hands and seals the day and year in this instrument first above written.

Lucille Wizer (SEAL)
First Party

Solomon E. Wizer (SEAL)
Second Party

STATE OF IDAHO)
) ss
County of Nez Perce)

On this 28 day of February, 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared LUCILLE WIZER, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

E. A. Stellmon
Notary Public in and for said State, residing at Lewiston therein.

(SEAL)

STATE OF Idaho }
County of Nezperce } ss

On this 25th day of February, 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared SOLOMON WIZER, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Russell Randall
Notary Public in and for said State, residing at Lewiston therein.

(SEAL)

X

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

- - - - - - - - - - - - - - - - - -

IRENE CALVERT,)
Plaintiff,) No. 10541
-vs-) DECREE
J. ARNOLD CALVERT,)
Defendant.)

FILED
AT 10 00 O'CLOCK A M
MAR - 2 1949
PHILIP WEINGERBER
Clerk of the District Court
By _____ Deputy
E. V. BECK, DEPUTY

- - - - - - - - - - - - - - - - - -

This cause came on for hearing before the above entitled court on the 2nd day of March, 1949, plaintiff appearing by Cox, Ware & Stellmon, her attorneys of record herein, and it appearing that the defendant was duly and regularly served with process of summons herein by personal service of summons within the State of Idaho, more than twenty (20) days prior to the date hereof and that the defendant has failed and refused to appear and plead herein within the time allowed by law; that defendant is in default herein; that proof has been made herein establishing that the defendant is not in the Armed Forces of the United States, but on the contrary, is residing in and employed at the City of Lewiston, in Nez Perce County, Idaho, and the default of the defendant having been duly and regularly entered herein, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called sworn and examined in open court, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of plaintiff's complaint are true, and that the defendant, J. ARNOLD CALVERT, has been guilty and is now guilty of extreme cruelty and personal indignities toward plaintiff, rendering her life burdensome, and causing her great physical and mental pain and anguish, and that by reason thereof plaintiff

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 7

is entitled to a decree of divorce from defendant.

NOW, THEREFORE, Premises Considered, the Court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that the plaintiff, IRENE CALVERT, is now and for more than six weeks prior to the filing of the complaint herein was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, IRENE CALVERT, and the defendant, J. ARNOLD CALVERT, be and the same are hereby dissolved and plaintiff is hereby granted an absolute decree of divorce from the defendant.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that plaintiff's former name IRENE BANNING be and the same is hereby restored to her.

DONE in open court this 2nd day of March, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 2nd day of May, 1949.

PHILIP WEISGERBER, Clerk
By [signature]
Deputy

6034

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10536 ✓

GERALDINE NOTARO,

Plaintiff,

-vs-

CHRISTOPHER NOTARO,

Defendant.

DECREE

FILED
AT 10:30 O'CLOCK A M
MAR - 2 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

This action coming on regularly for hearing on the date hereof, and plaintiff appearing in person and being represented by her Attorney, Edward C. Butler, and it appearing that summons has been duly and regularly served upon the defendant in Pierce County, State of Washington, according to law, and proof thereof having been filed herein, and said defendant having failed to demur, answer or otherwise plead to plaintiff's complaint within the time provided by law, and said defendant being in default and affidavit having been filed herein alleging that said defendant is not in military service, and the default of said defendant having been duly and regularly entered, and evidence having been introduced, heard and considered, and the court being fully advised in the premises, and having heretofore made and entered it's Findings of Fact and Conclusions of law,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage relation heretofore existing between plaintiff and defendant be and the same is hereby dissolved, and plaintiff is hereby given and granted an absolute decree of divorce.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of plaintiff's minor child, namely Nicholas Notaro, be and the same is hereby awarded to plaintiff.

DONE in open court this 2nd day of March, 1949.

LEO McCARTY
Judge

Entered Vol. ____ Page ____
Docketed Vol. 16 Page 9

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 2nd day of March, 1949.

PHILIP WEISGERBER, Clerk
By E. V. Beck
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE.

BETTY JANE LAWS,

Plaintiff,

-vs-

JOHN MARTIN LAWS,

Defendant.

NO. 10538

FILED
11:00 O'CLOCK A M
MAR - 2 1949
PHILIP W. GERBER
Clerk of the District Court
By [illegible] Deputy

Entered Vol. ___ Page ___
Docketed Vol. 10 Page 9

DECREE

The above entitled cause came on duly and regularly for trial in open Court without a jury, on the 2nd day of March, 1949, before the Honorable Leo McCarty, Judge of the above entitled Court. The plaintiff appeared in person and by her attorney, V. R. Clements, and no person or persons appeared for or on behalf of the defendant, John Martin Laws. It appeared to the Court that the defendant, John Martin Laws, was duly, regularly and personally served with process of Summons and Complaint, in the City of Lewiston, County of Nez Perce, State of Idaho, February 4, 1949, and that said defendant has failed to appear, demur, answer or otherwise plead within the time provided by law, and it appearing to the Court, upon reading and filing the affidavit of Betty Jane Laws, the plaintiff in the above entitled action, which affidavit is filed herein pursuant to the provisions of the Soldiers' and Sailors' Civil Relief Acts of 1940, that the defendant, John Martin Laws, is not now in the military service of the United States of America, in accordance with the terms of said Acts, and the defendant having been in default, and his default having been duly and regularly set for trial, and evidence, oral and documentary submitted, and the cause having

been fully submitted to the Court, and the Court having duly considered the same, and being fully advised in the premises, and finding that the defendant has been guilty of extreme cruelty toward the plaintiff, and that the allegations of the complaint, and each of them are true and supported by the evidence,

NOW, THEREFORE, based thereon,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage of the plaintiff, Betty Jane Laws, and the defendant, John Martin Laws, be and the same is hereby forever dissolved, and that the plaintiff be and she is hereby awarded and granted an absolute decree of divorce from the defendant, and that the plaintiff and defendant be, and each of them are, hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Deed and Bill of Sale, made, executed and delivered by the plaintiff, Betty Jane Laws, to and in favor of the defendant, John Martin Laws, on the 10th day of February, 1949, transferring and conveying unto the aforesaid defendant, John Martin Laws, the following described real and personal property, to-wit:

REAL PROPERTY

Beginning at a point 209 feet North of the Southeast corner of the Southwest quarter of the Southeast quarter ($SW\frac{1}{4}SE\frac{1}{4}$) Section Ten (10) in Township Thirty-five (35) North of Range Four (4) East of the Boise Meridian; thence North 209 feet; thence West 209 feet; thence South 209 feet; thence East 209 feet to the point of beginning; situate in the County of Clearwater, State of Idaho.

PERSONAL PROPERTY

All household furniture and fixtures now situated within the residence upon the above described real property, except that which is hereinafter described.

be and the same are hereby ratified, approved and confirmed, and the real and personal property herein last above described be and the same is hereby

awarded to the defendant, John Martin Laws, as his sole and separate property, together with the rents, issues and profits therefrom, upon the condition of said defendant paying and discharging all community indebtedness now due, owing and unpaid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following described personal property, to-wit:

1 32-30 rifle
1 table model Crosley radio
1 small record player
1 Kenmore waffle iron
1 8-piece silverware set and chest
1 3-quart pressure cooker
1 pair electric lamps

is the sole and separate property of the plaintiff, and the defendant has no right, title or interest, community or otherwise, of, in and to the same, and said property is by this decree declared and decreed to be the sole and separate property of the plaintiff, Betty Jane Laws.

Done in open Court this 2nd day of March, 1949.

LEO McCARTY
District Judge.

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 2nd day of March, 1949.

PHILIP WEISGERBER, Clerk

By [signature]
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

KATHYRN MAY HOLLINGSWORTH,

Plaintiff,

vs.

WILLIAM LaVERN HOLLINGSWORTH,

Defendant.

No. 10535

FILED
AT 11⁰⁰ O'CLOCK A M
MAR - 4 1949
PHIL F. WEITGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 9

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty on the 4th day of March, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney and he having been regularly and duly served with Summons and Complaint in this cause within the State of Idaho on the 10th day of February, 1949, and twenty days having expired since said service; and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereto, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following Orders, Judgments and Decrees:

That the defendant was served with Summons and Complaint in this cause within the State of Idaho, at Lewiston, Idaho, in

Nez Perce County, on the 10th day of February, 1949.

That the allegations contained in Paragraphs I, II, III, IV, V and VI of the plaintiff's Complaint are true as alleged, and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though fully set forth herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Kathyrn May Hollingsworth, and the defendant, William LaVern Hollingsworth, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations; and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the plaintiff, Kathyrn May Hollingsworth, be, and she hereby is awarded the sum of One Hundred Fifty ($150.00) Dollars attorney fees, plus Twenty Five ($25.00) Dollars costs and sheriff's fees; and the defendant, William LaVern Hollingsworth is hereby ordered to pay said sums to the plaintiff.

DATED at Lewiston, Idaho, this 4th day of March, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 4th day of March, 1949.
PHILIP WEISGERBER, Clerk
By E. V. Beck
Deputy

6037

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

DONNA L. HALL)
: 10522
Plaintiff)
:
-vs-) DECREE
:
MERLIN HALL)
:
Defendant)

FILED
AT 10 00 O'CLOCK A M
MAR 12 1949
PHILIP W. SWEARER
Clerk of the District Court
By E. V. BECK, DEPUTY

This matter coming on regularly for hearing in open Court before the above entitled Court this day, plaintiff appearing in person and by her counsel of record and the defendant failing to appear in person or otherwise, and it appearing that due and regular service of summons having been made upon the defendant and the time for answering having expired and no appearance having been made on behalf of the defendant and the default of the defendant having been duly and regularly entered, and that the defendant is not now in the services of the armed forces of the United States or any of its allies, and evidence having been adduced on behalf of the plaintiff and heard and considered by the Court and the Court finding that the allegations of plaintiff's complaint are true and that the plaintiff and defendant have for more than five years continuously last past lived separate and apart without cohabitation during said period, and the Court being fully advised in the premises enters judgment as follows:

IT IS ADJUDGED AND DECREED, that plaintiff is now and for more than one year prior to the filing of the complaint herein, was a bona fide resident of the State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 7

be, and the same hereby are, forever dissolved and that the plaintiff be, and she hereby is, awarded and granted an absolute divorce from the defendant, and that plaintiff and defendant, and each of them are, hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of said minor child, Frieda L. Hall, be, and the same hereby is, awarded to plaintiff.

Done in Open Court this 12th day of March, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above-named Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 12th day of March, 1949.

PHILIP WEISGERBER, Clerk

By [illegible] Deputy

6038

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

BETTY JANE TEASLEY, Plaintiff,

vs.

FRANCIS WILLIAM TEASLEY, Defendant.

No. 10506

FILED
at 11:00 O'CLOCK A M
MAR 12 1949
PHILIP W. EISGERBER
Clerk of the District Court
By E. V. Beck.
E. V. BECK, DEPUTY

D E C R E E

The above entitled cause came on regularly for trial before the Court at Lewiston, Idaho, on the 12th day of March, 1949, at ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Owen L. Knowlton. The defendant did not appear either in person or by attorney, and he having been regularly served with Summons and Complaint in this cause in the County of Nez Perce, State of Idaho, on the 28th day of December, 1948, and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default, and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause. Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted, and the Court being advised in the premises makes the following Orders, Judgments and Decrees:

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 9

That the defendant was regularly served with Summons and Complaint in this cause in Nez Perce County, State of Idaho, on the 28th day of December, 1948.

That the allegations contained in Paragraphs I, II, III, IV, V, VI, VII, and VIII, of the plaintiff's complaint are true as alleged, and are incorporated in this decree as Findings of Fact by reference with the same force and effect as though fully set forth herein. The court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Betty Jane Teasley, and the defendant, Francis William Teasley, be, and the same hereby are, wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the exclusive care, custody and control of Douglas Warren Teasley, minor child of the parties hereto, be given plaintiff subject to the right of defendant to visit said child at reasonable times and places.

That the household goods and furniture be set over to plaintiff as her sole and separate property.

That the defendant pay to plaintiff for the support and maintenance of said minor child the sum of $ 40 00 per month.

DATED this 12th day of March, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 12th day of Mar, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

6039

Court

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

JOHN W. MOREFIELD, Plaintiff,

-vs-

EVA DORIS MOREFIELD, Defendant.

No. 10548

FILED
AT 10:30 O'CLOCK A M
MAR 15 1949
PHILIP WEINGERBER
Clerk of the District Court
By G. O. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

This matter having come on regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled court, plaintiff being present in person and represented by his attorney of record, Earle W. Morgan, and it appearing that the defendant has heretofore filed her Demurrer to plaintiff's Complaint, and the same having been duly and regularly brought on for hearing, and the defendant's Demurrer having been overruled, and the defendant in court having refused to further plead, and the defendant being in default, and it appearing that the defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, nor an officer of the Public Health Service, detailed by proper authority for duty either with the Army or the Navy, nor on active duty with any branch of service above referred to, nor under training or education under the supervision of the United States preliminary to induction into military service, and the default of the defendant having been duly and regularly entered, and the plaintiff having adduced and submitted evidence substantiating the allegations of his Complaint, and the court having considered the same,

NOW THEREFORE,

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 9

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

IT IS ORDERED, ADJUDGED, that the plaintiff be and he hereby is granted an absolute divorce from the defendant on the ground of extreme cruelty, and that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same hereby are in all respects and forever dissolved, and that the plaintiff and defendant be and they hereby are restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the care, possession, custody and control of Sandra Ann Morefield and Joan Wilma Morefield, minor children of plaintiff and defendant, be and the same hereby is awarded to the defendant, with the right of plaintiff to visit with said children at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the plaintiff pay to defendant for the support and maintenance of said minor children the sum of $ 25 per month, until the youngest of said children reaches the age of 18 years, beginning on the 15 day of April, 1949.

Dated this 15 day of March, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the District Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears in file and of record in my office.
WITNESS my hand and official seal this 15th day of Mar, 1949.

PHILIP WEISGERBER, Clerk
By [illegible]
Deputy

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

X

6040

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

- - - - - - - - - - - - - - - -

CHESTER A. REDEYE,)

Plaintiff,) No. 10545

-vs-) DECREE

ALICE E. REDEYE,)

Defendant.)

- - - - - - - - - - - - - - -

FILED
AT 10:30 O'CLOCK A M
MAR 16 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

This cause came on duly and regularly for hearing before the above entitled court on the 16th day of March, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, his attorneys of record herein, and it appearing that the defendant was duly and regularly served with process of summons herein by personal service of summons within the State of Idaho more than twenty (20) days prior to the date hereof, and the defendant having filed a demurrer herein, and said demurrer having been overruled and the defendant having refused to further plead herein, and being in default and the default of the defendant having been duly and regularly entered herein, and the cause coming on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of plaintiff's complaint are true, and that the defendant, ALICE E. REDEYE, has been and is now guilty of extreme cruelty and personal indignities toward plaintiff rendering his life burdensome and causing him great physical and mental pain and anguish, and that by reason thereof plaintiff is entitled to a decree of divorce from defendant.

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 9

NOW, THEREFORE, Premises Considered, the Court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that the plaintiff, CHESTER A. REDEYE, is now and for more than thirty (30) years prior to the filing of the complaint herein was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, CHESTER A. REDEYE, and the defendant, ALICE E. REDEYE, be and the same are hereby dissolved and plaintiff is hereby granted an absolute decree of divorce from the defendant.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the parties have no community property and that the following described real property situate in Nez Perce County, to-wit:

> Lot Six (6), Block Twenty-five (25) of Lewiston Orchards Tract No. 2, according to the recorded plat thereof,

and any and all improvements thereon are the separate property of the plaintiff, CHESTER A. REDEYE, subject however, to any conveyances of portions thereof which he may have made heretofore.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that defendant's former name ALICE E. CLARK be and the same is hereby restored to her.

DONE in open court this 16th day of March, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 16th day of March, 1949.

PHILIP WEISGERBER, Clerk

By _____
Deputy

4

6041

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

JAY H. SNOOK,

Plaintiff,

vs.

MARGE R. SNOOK,

Defendant.

No. 10550

FILED
AT 10:15 O'CLOCK A M
Mar.
FEB 19 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 9

DECREE OF DIVORCE

This cause having come on regularly for trial before the Court; the plaintiff appearing in person and by his attorneys, J. H. Felton and William J. Jones; the defendant having been duly and regularly served with summons and having failed to appear, and twenty days having elapsed and the default of the said defendant having been entered and filed in the said cause as provided by law; the Court having heard the evidence in support of plaintiff's complaint, the residence requirements provided by law having been corroborated; and the Court having heard the evidence in support of plaintiff's complaint, having made findings of fact herein supporting plaintiff's complaint, and having concluded as a matter of law that the plaintiff is entitled to the relief demanded in said complaint,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the plaintiff, Jay H. Snook, and the defendant, Marge R. Snook, be, and the same are hereby, dissolved, and that the plaintiff is awarded an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the two life insurance policies on the life of the plaintiff, numbers M512147 and 3311835 in the John Hancock Mutual Life Insurance Company, are hereby set over to and declared to be the sole and separate property of the plaintiff, Jay H. Snook, and that the defendant, Marge R. Snook, has no right, title or interest therein.

DATED at Lewiston, Idaho, this 19th day of March, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 19th day of March, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

6042

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

WAYLAND R. McGARVEY, Plaintiff,

-vs-

LUCILLE E. McGARVEY, Defendant.

No. 10547

FILED
At 10:20 O'CLOCK A M
Mar
FEB 19 1949
PHILIP W. SCERBER
Clerk of the District Court
By G. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

This matter having come on regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and being represented by his attorney of record, Earle W. Morgan, and it appearing that the defendant was heretofore duly, regularly and personally served with process of Summons and copy of Summons and Complaint, and that more than 20 days have expired since the defendant was so served, and the time for such appearance by the defendant having expired by law, and the defendant being in default, and it appearing that the defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, nor an officer of the Public Health Service, detailed by proper authority for duty either with the Army or the Navy, nor on active duty with any branch of service above referred to, nor under training or education under the supervision of the United States preliminary to induction into military service, and the default of the defendant having been duly and regularly entered, and the plaintiff having adduced and submitted evidence substantiating the allegations of his Complaint, and the court being fully advised in the premises, and it appearing that all of the allegations of plaintiff's Complaint are true and supported by the evidence, and that a Decree should be entered herein granting the plaintiff the relief prayed for in her verified Complaint, NOW THEREFORE,

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 7

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

IT IS ORDERED, ADJUDGED, AND DECREED, that the plaintiff be and he hereby is granted an absolute divorce from the defendant on the ground of extreme cruelty, and that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same hereby are in all respects and forever dissolved, and that the plaintiff and defendant be and they hereby are restored to the status of single, unmarried persons.

Dated this 19 day of March, 1949.

LEO McCARTY
DISTRICT JUDGE

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 19th day of May, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

LOIS E. ANDERSON, Plaintiff,

-vs-

RICHARD B. ANDERSON, Defendant.

No. 10554

FILED
AT 10:30 O'CLOCK A M
FEB 19 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

This matter having come on regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and being represented by her attorney of record, Earle W. Morgan, and it appearing that the defendant was heretofore duly, regularly and personally served with process of Summons and copy of Summons and Complaint, and that more than 20 days have expired since the defendant was so served, and the time for such appearance by the defendant having expired by law, and the defendant being in default, and it appearing that the defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, nor an officer of the Public Health Service, detailed by proper authority for duty either with the Army or the Navy, nor on active duty with any branch of service above referred to, nor under training or education under the supervision of the United States preliminary to induction into military service, and the default of the defendant having been duly and regularly entered, and the plaintiff having adduced and submitted evidence substantiating the allegations of her Complaint, and the court being fully advised in the premises, and it appearing that all of the allegations of plaintiff's Complaint are true and supported by the evidence, and that a Decree should be entered herein granting the plaintiff the relief prayed for in her verified Complaint,

Entered Vol. ____ Page ____
Docketed Vol. 16 Page 7

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

NOW, THEREFORE,

IT IS ORDERED, ADJUDGED, AND DECREED, that the plaintiff be and she hereby is granted an absolute divorce from the defendant on the ground of extreme cruelty, and that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same hereby are in all respects and forever dissolved, and that the plaintiff and defendant be and they hereby are restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the following described personal property, to-wit:

> Household furniture, furnishings, fixtures and equipment consisting of Hotpoint refrigerator, davenport and chair, desk, floor lamp, folding bed, mattress and cover, heater, magazine rack, drapes, mahogany finish chest of drawers, white painted chest of drawers, vanity set of Birds Eye Maple, lamp, 2 rose rugs, bed springs, set of pillows, chair, electric toaster, Sealy mattress for double bed, linoleum rug, 6 pair of curtains, 2 pictures, electric sewing machine,

together with the rents, issues, profits and proceeds thereof and therefrom, is the sole and separate property of the plaintiff, and that the defendant does not have any right, title, or interest therein or thereto.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the plaintiff's former name of Lois E. Angel be and the same hereby is restored to her.

Dated this 19th day of March, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 19th day of March, 1949.
PHILIP WEISGERBER, Clerk
By E. Black Deputy

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

6044

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

JUNE A. GRAHAM, Plaintiff,

-vs-

MILTON A. GRAHAM, Defendant.

No. 10435

FILED
AT 10:45 O'CLOCK A M
Mar
FEB 19 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

This matter having come on regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and being represented by her attorney of record, Earle W. Morgan, and it appearing that the defendant was heretofore duly, regularly and personally served with process of Summons and copy of Summons and Complaint, and that more than 20 days have expired since the defendant was so served, and the time for such appearance by the defendant having expired by law, and the defendant being in default, and it appearing that the defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, nor an officer of the Public Health Service, detailed by proper authority for duty either with the Army or the Navy, nor on active duty with any branch of service above referred to, nor under training or education under the supervision of the United States preliminary to induction into military service, and the default of the defendant having been duly and regularly entered, and the plaintiff having adduced and submitted evidence substantiating the allegations of her Complaint, and the court being fully advised in the premises, and it appearing that all of the allegations of plaintiff's Complaint are true and supported by the evidence,

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 9

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

and it appearing that the situation of plaintiff and defendant is such that it would be for the best interest of said minor children of the parties hereto if they be awarded to the defendant, upon the express condition that he will provide for the care, maintenance and education of said children, and each of them, in the future, and that they be cared for and kept with Mrs. Mary Graham, defendant's Mother,

NOW THEREFORE,

IT IS ORDERED, ADJUDGED, AND DECREED, that the plaintiff be and she hereby is granted an absolute divorce from the defendant on the ground of extreme cruelty, and that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same hereby are in all respects and forever dissolved, and that the plaintiff and defendant be and they hereby are restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that upon the express condition that the defendant provide for the care, maintenance and education of the minor children of plaintiff and defendant, namely, Michael LeRoy and Betty Jo Ellen, and each of them, in the future, and that they be cared for and kept with Mrs. Mary Graham, defendant's Mother, that the care, possession, custody and control of said minor children be and the same hereby is awarded to the defendant, with the right of plaintiff to visit with said children at reasonable times and places, said possession to so continue so long as the requirements and conditions of this Decree are followed.

Dated this 19th day of March, 1949.

FILED
AT 10:45 O'CLOCK A.M.
FEB 19 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a true and correct copy of the original ____ Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 19th day of Mar., 1949.
PHILIP WEISGERBER, Clerk
By E. V. Beck Deputy

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

6045

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

MARY MAGNOLIA HARTMAN,) 10588

Plaintiff,)

-vs-) D E C R E E

ERNEST P. HARTMAN,)

Defendant.)

FILED
AT 11:45 O'CLOCK A M
MAR 21 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 10

This cause came on duly and regularly for hearing before the above entitled court on the 21st day of March, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, her attorneys of record herein, and it appearing that the defendant filed herein a demurrer appearing by Wilbur L. Campbell, Lawyer of Grangeville, Idaho, and said demurrer having been overruled and said defendant having refused to further plead herein, and being in default and the default of the defendant having been duly and regularly entered herein, and the cause coming on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of plaintiff's complaint are true, and that the defendant, ERNEST P. HARTMAN, has been and is now guilty of extreme cruelty and personal indignities toward plaintiff rendering her life burdensome and causing her great physical and mental pain and anguish, and that by reason thereof plaintiff is entitled to a decree of divorce from defendant; and it further appearing that the parties have made a full and complete settlement of their property rights; that the settlement agreement is in writing dated March 16, 1949, a true copy thereof marked Exhibit "A" is attached hereto and by reference

made a part hereof, and that said settlement agreement should be approved and confirmed by the above entitled court.

NOW, THEREFORE, Premises Considered, the Court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that the plaintiff, MARY MAGNOLIA HARTMAN, is now and for more than fifteen (15) years prior to the filing of the complaint herein was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, MARY MAGNOLIA HARTMAN, and the defendant, ERNEST P. HARTMAN, be and the same are hereby dissolved and plaintiff is hereby granted an absolute decree of divorce from the defendant.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the property settlement entered into between the parties with respect to their property rights on March 16, 1949, a true copy of which is hereto attached, marked Exhibit "A" and by reference made a part hereof, is a full, fair and complete settlement of the property rights of the plaintiff and the defendant and said settlement is hereby confirmed and approved in all respects.

DONE in open court this 21st day of March, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 21st day of May, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

THIS AGREEMENT, made the 16th day of March, 1949, between ERNEST P. HARTMAN of Stites, Idaho, first party, and MARY MAGNOLIA HARTMAN of Stites, Idaho, second party, WITNESSETH:

WHEREAS marital differences have arisen between the party of the first part and the party of the second part and the parties have separated and are not living in the marital relation and they desire to make an agreement concerning the division of the property of the community, and whereas the parties have orally agreed upon such a division and desire to place the same in writing,

NOW THEREFORE, in consideration of the mutual promises one to the other it is hereby agreed as follows:

1. The party of the second part hereby acknowledges that she has received in cash from the community estate of the parties the sum of approximately $13,000.00, which she accepts for the full value of her one-half interest of the community estate.

2. The second party agrees, in consideration of the payment aforesaid in settlement of the property rights existing between the parties, that she will execute a warranty deed conveying to the first party all of her community right, title, estate and interest in and to the real estate situate and being in Idaho County, State of Idaho, described as follows, to-wit:

> Lots 9, 10, 11 and 12 in Block 12 of the Original Town of Stites, Idaho County, State of Idaho.
> Also Lot 9 of Block 9 of the Original Town of Stites, Idaho County, State of Idaho, together with all and singular the stock in trade, fixtures, business and good will of the business, situated and conducted in the building upon the said property last above described.

The second party hereby sells, assigns and transfers all of her title, estate and interest in and to Lots 17, 18 and 19 and the N½ Lot 20 in Block 10 of the Village of Stites, Idaho County, State of Idaho, and in and to the contract of sale wherein Ernest P. Hartman and Mary Magnolia Hartman, under date of April 12, 1946, sold the said property to

Exhibit "A"

Herbert F. Folts and Eileen B. Folts, husband and wife of Stites, Idaho, second parties, which said contract is held in escrow in the First National Bank of Cottonwood at Cottonwood, Idaho, and authorizing the said escrow party to make all payments to fall due and to be paid hereafter to the said Ernest Hartman.

3. The party of the second part further covenants and agrees to execute a bill of sale of the stock in trade and all fixtures in the store at Stites, Idaho, located on Lot 9 in Block 9 of the Village of Stites, Idaho, and further agreeing by said bill of sale to sell and transfer the furnishings in the residence property at Stites, Idaho, and selling and transferring her interest in and to one 1940 Chevrolet Coupe, and all other personal property not otherwise above described, which may be overlooked at this time.

It is further mutually agreed between the parties that the first party has paid to the second party the sum of $150.00 to procure a divorce and the second party releases the first party from all claims for alimony, suit money or further attorney fees and costs.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their names and executed this agreement in triplicate the 16th day of March, 1949.

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original ~~Land~~ Contract Agreement in the above entitled cause as the same now appears of file and of record in my office.
WITNESS my hand and official seal this 21st day of March, 1949.
PHILIP WEISGERBER, Clerk
By _____ Deputy

ERNEST P. HARTMAN
First Party

MARY MAGNOLIA HARTMAN
Second Party

STATE OF IDAHO)
) ss.
County of Idaho)

On this 16th day of March, 1949, before me, Wilbur L. Campbell, a Notary Public of the State of Idaho, personally appeared Ernest P. Hartman and Mary Magnolia Hartman, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial seal the day and the year first above written.

WILBUR L. CAMPBELL
Notary Public of the State of Idaho
Residing at Grangeville, Idaho.

(SEAL)

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

CORA PICKETT GEARY,

Plaintiff,

vs.

CLARENCE C. GEARY,

Defendant.

No. 10566

FILED
AT 11:30 O'CLOCK A M
MAR 23 1949
PHILIP WEINGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty on the 23rd day of March, 1949, at Eleven o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney and he having been duly and regularly served with Summons and Complaint in this cause within the State of Idaho on the 2nd day of March, 1949, and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereto, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following Orders, Judgments and Decrees:

That the defendant was served with Summons and Complaint in this cause within the State of Idaho, at Lewiston, Idaho, in

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Nez Perce County, on the 2nd day of March, 1949.

That the allegations contained in Paragraphs I, II, III, IV and V of her First Cause of Action and in Paragraphs I, II, and III of her Second Cause of Action of the plaintiff's Complaint are true as alleged, and are incorporated in this Decree as findings of fact by reference with the same force and effect as though fully set forth herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of wilful neglect and non-support and habitual intemperance.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Cora Pickett Geary, and the defendant, Clarence C. Geary, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations; and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the following described personal property, being the community property of the plaintiff and defendant, is hereby set over unto the plaintiff, Cora Pickett Geary, to henceforth be her sole and separate property, free and clear of any claim, interest, equity or demand of the defendant, Clarence C. Geary:

Furniture, fixtures and supplies for the operation of the Spokane Hotel, 515½ Main St., Lewiston, Idaho

Nez Perce County, on the 2nd day of March, 1949.

That the allegations contained in Paragraphs I, II, III, IV and V of her First Cause of Action and in Paragraphs I, II, and III of her Second Cause of Action of the plaintiff's Complaint are true as alleged, and are incorporated in this Decree as findings of fact by reference with the same force and effect as though fully set forth herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of wilful neglect and non-support and habitual intemperance.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Cora Pickett Geary, and the defendant, Clarence C. Geary, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations; and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the following described personal property, being the community property of the plaintiff and defendant, is hereby set over unto the plaintiff, Cora Pickett Geary, to henceforth be her sole and separate property, free and clear of any claim, interest, equity or demand of the defendant, Clarence C. Geary:

Furniture, fixtures and supplies for the operation of the Spokane Hotel, 515½ Main St., Lewiston, Idaho

Securities and Cash in the approximate amount of $ 5000.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff Cora Pickett Geary be, and she hereby is awarded the sum of $ None attorney fee and the sum of $ None for the costs and disbursements of this action; and the defendant Clarence C. Geary, be, and he hereby is ordered to pay said sums unto the plaintiff.

DATED at Lewiston, Idaho, this 23rd day of March, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 23rd day of Mar, 1949.

PHILIP WEISGERBER, Clerk
By C. M. Beck
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

CATHERINE M. BIDDISON, Plaintiff,
vs.
LEWIS C. BIDDISON, Defendant.

No. 10311

FILED
AT 11:45 O'CLOCK A M
MAR 23 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 10

D E C R E E

The above entitled cause came on duly and regularly for hearing in open Court in the courtroom of the above entitled Court in Lewiston, Nez Perce County, Idaho, on the 23rd day of March, 1949, before the Honorable Leo McCarty, Judge of the above entitled Court. The plaintiff appeared in person and by her attorney, Owen L. Knowlton of Lewiston, Idaho, and no person or persons appeared for or in behalf of the defendant, Lewis C. Biddison, and it appearing to the Court and the Court having found that the defendant herein was duly and regularly served with summons and complaint in this action on the 9th day of June, 1948, in the city of Lewiston, Nez Perce County, State of Idaho, in the manner required by law, and that said defendant thereafter appeared by Demurrer; that pursuant to the written Stipulation of the parties through plaintiff's counsel of record and the defendant in pro person, the defendant's Demurrer was by order of the Court entered and filed herein, withdrawn, dismissed, stricken and adjudged to be of no force and effect, and the defendant's appearance made by his Demurrer withdrawn for all

purposes of this action, and upon defendant's refusal to further plead, the default of the defendant was duly and regularly entered herein. Witnesses were called, sworn, and examined, and oral and documentary evidence having been adduced, heard, and considered, and the cause having been fully submitted to the Court, and the Court having fully considered the same and being fully advised in the premises and finding that the defendant has been guilty of extreme cruelty toward the plaintiff and that the allegations of the complaint and each of them are found to be true and supported by the evidence;

NOW, THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Catherine M. Biddison, and the defendant, Lewis C. Biddison, be and the same hereby are, wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is granted and given an absolute decree of divorce from the defendant upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the plaintiff is a fit and proper person to have the care, custody and control of Michael Lewis Biddison and Sara K. Biddison, and the custody of said minor children is hereby awarded to plaintiff subject to the right of reasonable visitation and the further orders of this Court.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the property settlement entered into between the parties, a copy of which is attached hereto and incorporated herein as a part of this decree and all the terms of the settlement contained in said agreement, including the division of the community property of the parties and the support money awarded the plaintiff, are approved by the Court and by reference are made a part of this decree.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Temporary Restraining Order issued in the within cause on the 2nd day of June, 1948, be released and dissolved and any monies and/or property attached or held by virtue of said Writ be and the same hereby are released and discharged.

Dated this 23rd day of March, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 23rd day of Mar., 1949.
PHILIP WEISGERBER, Clerk
By E. Deer
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

VIOLET BORTON,)
Plaintiff)
-vs-)
EUGENE BORTON,)
Defendant)

No. 10559

D E C R E E

FILED
AT 10:15 O'CLOCK A
MAR 26 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK DEPUTY

This cause came on duly and regularly for hearing before the above entitled court on the 26th day of March, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, her attorneys of record herein, and it appearing that the defendant was duly and regularly served with process of summons herein on the 5th day of March, 1949, at Route #2, Battle Ground, Clark County, Washington, more than twenty (20) days prior to the date hereof, pursuant to order for service of summons outside the State duly and regularly made herein; that no appearance has been made by or on behalf of said defendant; that more than twenty (20) days have elapsed since said service of process; that defendant is in default herein; that proof has been made herein establishing that the defendant is not now in the military service of the United States or in any related branch thereof, and the default of the defendant having been duly and regularly entered, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of plaintiff's complaint are true, and that the defendant, Eugene Borton, has been and is now guilty of extreme cruelty and personal indignities toward plaintiff rendering

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her life burdensome and causing her great physical and mental pain and anguish and that by reason thereof plaintiff is entitled to a decree of divorce and to a decree awarding her the exclusive care, custody and control of the minor children of said parties, to-wit: Sharon Lee, Barbara Jeanne, and Dennis Allen Borton,

NOW, THEREFORE, Premises Considered, the court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that the plaintiff, VIOLET BORTON, is now and for more than six (6) weeks prior to the filing of the complaint herein was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, VIOLET BORTON, and the defendant, EUGENE BORTON, be and the same are hereby dissolved and plaintiff is hereby granted an absolute decree of divorce from the defendant.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the exclusive care, custody and control of the minor children of the plaintiff and the defendant, to-wit: Sharon Lee, Barbara Jeanne, and Dennis Allen Borton, and each of them, be and the same is hereby awarded to the plaintiff, VIOLET BORTON.

Done in open court this 26th day of March, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 26th day of March, 1949.

PHILIP WEISGERBER, Clerk

By [signature]
Deputy

6049

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

CATHERINE E. BROCKE,

Plaintiff,

vs.

CHARLES J. BROCKE,

Defendant

No. 10575

FILED
MAR 29 1949
E. V. BECK, Clerk

DECREE OF DIVORCE

This cause having come on duly and regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled Court on this 29th day of March, 1949, at Lewiston, Nez Perce County, Idaho, plaintiff appearing in person and by and through one of her attorneys of record, and the defendant having accepted service of summons and complaint in this action on the 8th day of March, 1949, in which Acceptance of Service the said defendant certified that he was not in the military service of the United States and not entitled to the benefits under the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and said defendant having failed to appear, answer or demur to plaintiff's complaint within the time allowed by law, or at all, and the default of said defendant having been duly and regularly entered, and the plaintiff having introduced evidence, both oral and documentary, and the Court being fully advised in the premises, FINDS:

That the plaintiff and the defendant intermarried at Lewiston, Idaho, on September 28, 1935, and ever since have been and now are husband and wife;

That the plaintiff is now and has been for several years last past an actual bona fide resident of the State of Idaho;

That no children have been born as issue of said marriage;

That under date of March 8, 1949, the plaintiff and the defendant en-

Entered Vol. ____ Page ____
Docketed Vol. ____ Page ____

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

tered into a property settlement agreement, the original of which was introduced in evidence and is a part of the records and files in this action; that the parties to this action by said property settlement agreement settled their property rights as between themselves; that the said property settlement agreement is a fair and equitable settlement of the property rights of the parties to this action;

That the defendant has been guilty of extreme cruelty toward this plaintiff in the manner following, to-wit:

> That the defendant did on or about February 24, 1949, voluntarily separate from the plaintiff with the intent to desert said plaintiff; that the defendant has told the plaintiff that he no longer cares to live with her as man and wife; that he will never live with her again as his wife; that such conduct on the part of the defendant has caused this plaintiff grievous mental suffering.

From the foregoing Findings the Court concludes that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY ORDERED, ADJUDGED and DECREED that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same are hereby dissolved and the plaintiff is hereby granted an absolute decree of divorce from the defendant upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the property settlement agreement entered into between the plaintiff and the defendant under date of March 8, 1949, be and the same is hereby approved, ratified and confirmed and represents a fair and equitable settlement of the property rights as between the parties.

DONE in Open Court this 29th day of March, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original _____ in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this _____ day of _____, 194__.

PHILIP WEISGERBER, Clerk

By _____
Deputy

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

6050

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF NEZ PERCE.

10570'

FILED
AT 10:20 O'CLOCK A M
MAR 29 1949
PHILLIP W. ANDERSEN
Clerk District Court
By E. V. Beck
E. V. BECK, DEPUTY

H. CLAIR GILROY

Plaintiff

vs.

AGNES M. GILROY

Defendant

DECREE

The above entitled cause came on regularly for hearing in open court on the 29 day of March 1949, before the Honorable Leo McCarty, Judge of the above entitled court. The plaintiff appeared in person and by his attorney, Russell S. Randall, and no person or persons appeared for or on behalf of the defendant, Agnes M. Gilroy. It appeared to the court that the defendant, Agnes M. Gilroy, was duly and regularly served with process of Summons and Complaint in Lewiston, Nez Perce County, State of Idaho, on the 7th day of March, 1949, and that said defendant has failed to appear, demur, answer or otherwise plead within the time provided by law, and the defendant having been in default and her default having been duly and regularly entered herein and this cause having been duly and regularly set for trial and evidence oral and documentary submitted and the cause having been fully submitted to the court and the court having duly considered same and it appearing to the Court that all of the allegations in plaintiff's complaint are true,

NOW, THEREFORE, based thereon.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between plaintiff and defendant be and the same are hereby dissolved

Entered Vol. ____ Page ____.
Docketed Vol. 10 Page 10

and that the plaintiff, H. Clair Gilroy, is hereby granted an absolute decree of divorce from the defendant, Agnes M. Gilroy, on the grounds of mental cruelty, and said parties are, after the entry of this decree, each restored to the status of a single person.

Dated this 29 day of March 1949.

LEO McCARTY

DISTRICT JUDGE

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 29th day of May, 1949.

PHILIP WEISGERBER, Clerk

By C. Heck
Deputy

6051

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

FRANCES BUCKINGHAM,

Plaintiff,

-vs-

ROSS BUCKINGHAM,

Defendant.

NO. 10412

FILED

AT 11:00 O'CLOCK A M

MAR 29 1949

PHILIP W. ALBERSEN
Clerk of the District Court

By [illegible] Deputy

Entered Vol. ... Page ...
Docketed Vol. 1.0 ... Page 14 ...

DECREE

The above entitled cause came on duly and regularly for trial in open Court, without a jury, on the 29th day of March, 1949, before the Honorable Leo McCarty, Judge of the above entitled Court. The Plaintiff appeared in person and by her attorney, V. R. Clements, and no person or persons appeared for or on behalf of the Defendant, Ross Buckingham. It appeared to the Court that the defendant, Ross Buckingham, was duly, regularly and personally served with process of Summons and Complaint, in the manner provided by law, pursuant to order of the above entitled Court, and that the said Defendant has failed to appear, demur, answer or otherwise plead within the time provided by law, and it appearing to the Court, upon reading and filing the Affidavit of Frances Buckingham, the plaintiff in the above entitled action, which said Affidavit is filed herein pursuant to the provisions of the Soldiers' and Sailors' Civil Relief Acts from which it is found that the Defendant, Ross Buckingham, is not now in the military service of the United States of America, in accordance with the terms of said Acts, and the defendant having been in default, and his default having been duly and regularly entered and filed herein and this cause having been duly and regularly set for trial, and evidence, oral and documentary submitted, and the cause having been fully submitted to the Court, and the Court having duly considered the same, and being fully advised in the premises, and finding that the defendant has been guilty

of extreme cruelty toward the Plaintiff, and that the allegations of the complaint, and each and all of them are true and supported by the evidence,

NOW, THEREFORE, based thereon,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage of the plaintiff, Frances Buckingham, and the defendant, Ross Buckingham, be and the same is hereby forever dissolved, and that the plaintiff be and she is hereby awarded and granted an absolute decree of divorce from the defendant, and that the plaintiff and defendant be, and each of them are, hereby restored to the status of single and unmarried persons.

Dated and signed this 29th day of March, 1949.

LEO McCARTY
District Judge.

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 29th day of Mar, 1949.
PHILIP WEISGERBER, Clerk
By E V Beck Deputy

X

6052

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

- -

LINNA HUTTON,)
Plaintiff,) No. 10567
-vs-) D E C R E E
JAMES M. HUTTON,)
Defendant.)

FILED
AT 10 00 O'CLOCK A M
MAR 30 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

- -

This cause came on duly and regularly for hearing before the above entitled court on the 30th day of March, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, her attorneys of record herein; that the defendant, JAMES M. HUTTON, was duly and regularly served personally with process of summons herein on the 9th day of March, 1949, at Boise, Ada County, Idaho; that no appearance has been made by or on behalf of said defendant; that more than twenty (20) days have elapsed since said service of process; that defendant is in default herein; that proof has been made herein establishing that the defendant is not now in the military service of the United States or in any related branch thereof, and the default of the defendant having been duly and regularly entered, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of plaintiff's complaint are true, and that the plaintiff and defendant have for more than five (5) years last past continuously lived separate and apart without cohabitation and that by reason thereof plaintiff is entitled to an absolute decree of divorce.

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Docketed Vol. 22 Page 16

NOW, THEREFORE, Premises Considered, the court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that the plaintiff, LINNA HUTTON, is now and for more than one (1) year prior to the filing of the complaint herein was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, LINNA HUTTON, and the defendant, JAMES M. HUTTON, be and the same are hereby dissolved and plaintiff is hereby granted an absolute divorce from the defendant.

DONE in open court this 30th day of March, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 30th day of Mar., 1949.

PHILIP WEISGERBER, Clerk
By E. V. Beck
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE

Case No. 2216

Filed 3/7/49 1:45 P.M.

FRANK M. CONROY,

Plaintiff,

-vs-

EUNICE FAY CONROY,

Defendant.

DECREE OF DIVORCE

This cause coming on regularly for hearing this 4th day of March, 1949, on the complaint of the plaintiff taken as confessed by the defendant, whose default for not answering has been duly entered in said cause this day.

It appearing to this Court that the said defendant, Eunice Fay Conroy, has been duly and regularly served with Summons in the above entitled cause according to law, and that more than twenty (20) days have elapsed since said service.

Witnesses were duly sworn and examined on behalf of the plaintiff and the evidence being closed, the case was submitted to the Court for its decision and after due deliberation the Court finds:

That the plaintiff has filed his affidavit as provided under the Soliders' and Sailors' Civil Relief Act of 1940, in which plaintiff states that the defendant, Eunice Fay Conroy, is not in the Military Service of the United States, as defined by Section 101 (1) of the Act of Congress approved October 17, 1940; that pursuant to said affidavit, an order allowing default was entered by the Court herein ordering that in case of proper service, default judgment be entered against the said defendant, Eunice Fay Conroy.

That all of the allegations contained in plaintiff's complaint are true and supported by evidence; that the plaintiff and defendant intermarried at Emmett County of Ada State of Idaho, on or about the 10th day of February, 1942, and ever since said time have been, and now are husband and wife.

That plaintiff is now and has been for more than two (2) years last past preceeding the commencement of this action a resident of the State of Idaho.

That there are no children the issue of the marriage of the plaintiff and defendant.

That there is no community property of the plaintiff and the defendant.

That the Court finds that the defendant has been guilty of desertion as more particularly set forth in plaintiff's complaint.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED and DECREED, and this DOES ORDER, ADJUDGE and DECREE That the marriage bonds between the plaintiff, Frank M. Conroy, and the defendant, Eunice Fay Conroy, be and the same are hereby dissolved, and that the parties of each of them, are free and absolutely released from the bonds of matrimony and all obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the defendant's former name be restored to her, to-wit; Eunice Fay Bledsoe.

Dated this 4th day of March, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, } SS.
COUNTY OF OWYHEE, }

CERTIFICATE

I, F. M. HOBBS, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy

of the original Decree of Divorce - Frank M. Conroy,
VS
Eunice Fay Conroy

filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 1st day of April, 19 49.

By ....., *Deputy.*

F. M. Hobbs
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE

* * * * * * * * * * * * *

JEAN LOCKEY,

Plaintiff,

-vs-

GEORGE W. LOCKEY,

Defendant.

DECREE OF DIVORCE

Case No. 2223

District Court, Owyhee County, Idaho

Date Filed 3/24/49 2:30 P.M.

Ice Robbe

Clerk

By _____ Deputy

* * * * * * * * * * * * *

THIS CAUSE Coming regularly on to be heard this 18th day of March, 1949, plaintiff appearing together with her counsel, Earl E. Garrity of Nampa, Idaho, and defendant not appearing by counsel or otherwise; and it appearing to the Court that summons in this cause has been served upon the defendant herein personally in Nampa, Canyon County, Idaho, and that the time for making appearance has elapsed, and the defendant, George W. Lockey, has failed to appear, answer or plead to plaintiff's complaint herein within the time allowed by law; and it appearing to the Court that the defendant is not in the military service of the United States, and that default of the defendant was duly and regularly entered herein on the 18th day of March, 1949;

WHEREUPON Evidence was introduced on behalf of the plaintiff and the cause submitted, whereupon, the Court took the matter under advisement, and it appearing that all the material allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for,

NOW, THEREFORE, On motion of Earl E. Garrity, attorney for the plaintiff, and by virtue of the law and by reason of the premises aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That plaintiff shall have, and she is hereby granted, a divorce from the defendant, George W. Lockey, on the grounds of extreme cruelty, and that the bonds of matrimony existing between plaintiff and defendant are hereby dissolved, and said parties, and each of them, are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that plaintiff's maiden name of Jean Kinne is hereby restored to her.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that the defendant, George W. Lockey, pay the plaintiff, Jean Lockey, the sum of One Hundred Fifty ($150.00) Dollars attorney fees.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the defendant, George W. Lockey, pay the plaintiff, Jean Lockey, her costs and disbursements herein expended.

Done in Chambers in Boise, Idaho, this 18th day of March, 1949.

Chas F. Koelsch
District Judge

STATE OF IDAHO, County of Owyhee, } ss.

CERTIFICATE

I, F.M.Hobbs, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce-Jean Lockey vs George W.Lockey filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 24th day of March, 1949, 19.

F.M.Hobbs
Clerk.

By ....., Deputy.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE.

MAURINE BELL,

Plaintiff,

-vs-

HOWARD FRANKLIN BELL,

Defendant.

6055

D E C R E E

Case No. 2226
District Court, Owyhee County, Idaho
Date: 3/24/49 1:45 PM
Fred Hobbs
Clerk
By
Deputy

* * * * * *

The above-entitled action came on regularly to be heard and tried before the Court at Chambers in Boise, Ada County, State of Idaho, sitting without a jury, on the 18th day of March, 1949, plaintiff appearing in person and with her attorney, Milo Axelsen, and the defendant not appearing either in person or by attorney; and the Court having heretofore entered the default of the defendant, the Court proceeded to hear the evidence introduced in support of plaintiff's complaint; and it appearing to the Court that the defendant is guilty of extreme cruelty, and the Court being fully advised in the premises,

IT IS ORDERED, ADJUDGED and DECREED That the Plaintiff, Maurine Bell, be divorced from the Defendant, Howard Franklin Bell, and that the bonds of matrimony heretofore existing between the Plaintiff and the Defendant be dissolved; and

IT IS FURTHER ORDERED, ADJUDGED and DECREED, That the plaintiff be awarded the care, custody and control of the minor child of the plaintiff and defendant, to-wit: Hugh Ross Bell, of the age of two and one-half years; and

IT IS FURTHER ORDERED, ADJUDGED and DECREED, That the defendant, Howard Franklin Bell, pay to the plaintiff, Maurine Bell, the sum of $35.00 per month for the support and maintenance of said minor child, commencing on April 15th, 1949 until the said minor child shall attain majority.

IT IS FURTHER ORDERED, ADJUDGED and DECREED That the following described real property situate in Ada County, Idaho, to-wit:

> The South ½ of Block numbered 15 of Stein's Addition, being a part of Section 21 in Twp 3 North of Range 2 E.B.M., in Ada County, Idaho, as the same appears upon the official plat thereof on file and of record in the office of the Recorder of Ada County, State of Idaho.

Together with household furniture and goods situated therein, and a 1928 Buick automobile, be awarded to the plaintiff as her sole and separate property.

Dated at Chambers in Boise, Ada County, State of Idaho, this 18th day of March, 1949.

(SEAL)

CHARLES F. KOELSCH
District Judge.

CERTIFICATE

STATE OF IDAHO, }
County of Owyhee, } ss.

I, F.M.Hobbs, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Decree-Maurine Bell .vs Howard Franklin Bell

filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 24th day of March, 1949.

F.M.Hobbs
Clerk.

By ....., Deputy.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

GEORGE E. MARTIN,

Plaintiff,

-vs-

IRMA A. MARTIN,

Defendant.

DECREE OF DIVORCE
No.2655

Filed and entered

March 21, 194 9,
Lillian Wilson, Clerk

This cause coming on regularly for hearing before the above entitled court on the 21st day of March, 1949, and upon the plaintiff's complaint, service of the same and of the summons in this action having been duly and regularly and in the manner provided by law personally served upon said defendant, and the defendant failing to appear herein or to plead in said action within the time allowed by law, as specified in said summons, application for entry of default of said defendant for failure to so appear was duly made, and

It appearing to the court that the said defendant, Irma A. Martin, is not in the military service of the United States of America, or in the military service with the forces of any country with which the United States is allied in the prosecution of any war in which the United States is engaged, as defined in sections 101 (1) and 104 of the Act of Congress approved October 17, 1940, as amended October 6, 1942, and cited as the Soldiers' and Sailors' Civil Relief Act of 1940, order was duly issued directing the clerk of this court to enter the default of said defendant herein for failure to so appear or plead to said complaint within the time allowed by law.

Thereafter said default of said defendant for failure to so appear and plead within the time allowed by law, pursuant to the order of this court, was duly and regularly entered in the above

DUNLAP & DUNLAP
LAWYERS
CALDWELL, IDAHO

entitled cause and prior to the hearing on this matter, said defendant then being in default, and the plaintiff appearing at said hearing in person and by Dunlap & Dunlap, his attorneys, and the defendant not appearing in said cause, the court proceeded to the hearing thereof.

Witnesses were called, duly sworn, and testified on behalf of the plaintiff, and the cause was submitted to the court for consideration and decision, and the court having duly heard and considered the evidence, and being duly advised as to the premises, and finding that the written property settlement agreement entered into by and between the parties hereto on the 5th day of February, 1949, disposing of all of their community property, is fair and equitable, and finding that the plaintiff is a fit and proper person to have and be awarded the custody, care, control, and education of the minor children of the parties hereto, and finding that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of defendant's extreme cruelty,

NOW, THEREFORE, upon motion of Dunlap & Dunlap, the attorneys for plaintiff, it is hereby ORDERED, ADJUDGED, AND DECREED as follows, to-wit:

1. That the written property settlement agreement heretofore entered into by and between the parties hereto on the 5th day of February, 1949, is just, fair, and equitable, and the same is hereby confirmed and approved;

2. That the plaintiff, George E. Martin, be, and he hereby is, awarded the sole, absolute, and complete custody and control of the minor children of the plaintiff and defendant, to-wit: Keith Martin and Donald Martin;

3. That the bonds of matrimony heretofore existing between the plaintiff, George E. Martin, and the defendant, Irma A. Martin, be and the same hereby are wholly dissolved and the parties freed

DUNLAP & DUNLAP
LAWYERS
CALDWELL, IDAHO

from all the duties and obligations thereof;

4. That defendant shall have the right to visit the said minor children of the parties hereto and have said children visit her at reasonable times.

Dated this 21st day of March, 1949.

A. O. Sutton
District Judge

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2655.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21 day of March, 1949.

Lillian Wilson
Clerk of the District Court

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER

JOHN P. McCAVOCK,

Plaintiff,

vs.

RUTH P. McCAVOCK,

Defendant.

DECREE

Case No. 3524
Instrument No. 7
Filed March 8 1949
Lyell Stewart Clerk
Deland Dahl Deputy

This cause came on regularly for trial at Chambers at the Bannock County Court House in the City of Pocatello, County of Bannock, State of Idaho, on the 7th day of March, 1949, before the Honorable Isaac McDougall, Judge of the above entitled court, sitting without a jury. The plaintiff appeared in person and by his attorney, Maurice H. Greene, and the defendant by her attorney, Milton E. Zener. Witnesses were sworn and examined on behalf of the plaintiff and oral and documentary evidence introduced, the defendant offering no evidence. Findings of fact and conclusions of law having been waived by the parties and the cause having been submitted to the Court for final decision and the Court, after having duly considered the evidence, finds that the plaintiff was a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action, that the defendant has been guilty of extreme cruelty to plaintiff and concludes that the plaintiff is entitled to a decree as prayed for in his complaint herein,

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, JOHN P. McCAVOCK, and the defendant, RUTH P. McCAVOCK, be, and the same are hereby, forever dissolved and said persons, and each of them, are hereby restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the property settlement agreement entered into by plaintiff and defendant on the 10th day of April, 1948, which said agreement is as follows:

"This agreement made this 10th day of April, 1948, by and between John F. McCavock, of the first part, and Ruth P. McCavock (sometimes known as Polly P. McCavock) of the second part.

W I T N E S S E T H:

"Whereas, by reason of differences, the parties hereto, who are husband and wife, are living separate and apart, and the said Ruth P. McCavock intends to institute in the Circuit Court of Albemarle County, Virginia, a suit for divorce against the said John F. McCavock, and both parties are desirous that their property rights be irrevocably settled;

"Now therefore, in consideration of the premises and in consideration of the mutual promises and agreements by said parties, respectively, to be performed as herein contained, the said parties do hereby stipulate, covenant, and agree to and with each other as follows:

"(1) The said John F. McCavock will convey, in fee, free and clear of all liens, to the said Ruth P. McCavock, all of his right, title and interest in and to that certain lot or parcel of land, with all improvements thereon, situated at Farmington in Albemarle County, Va., being the lot known designated as lot #14 in block F as shown on a plat of a subdivision of a portion of the Farmington lands, of record in the clerk's office of the Circuit Court of Albemarle County, Va. in Deed Book 223, page 527, and being in all respects the same property which was conveyed to the said John F. McCavock and Ruth P. McCavock, his wife jointly for their joint lives and at the death of either to the survivor in fee; together with all rights, privileges and appurtenances thereunto belonging or in any wise appurtaining, and subject to the mutual covenants and restrictions affecting the lots in said block F as set forth in deed from Farmington, Inc., to Ralph N. Begien, Jr., and wife, dated January 18, 1937, of record in the clerk's office aforesaid in Deed Book 238, page 305.

"It is understood and agreed that said conveyance by said John F. McCavock to said Ruth P. McCavock is made in lieu of the transfer and delivery by him to her of the sum of twenty-five thousand ($25,000.00) dollars.

"(2) The said Ruth P. McCavock will convey in fee, free and clear of all liens, to the said John F. McCavock, that certain tract or parcel of 1 66/100 acres of land with all improvements thereon, lying in Albemarle County, Va., near Georgetown, on the north side of Route #656, and shown on plat of A.R.Sweet and Associates dated April 7, 1947, of record in the clerk's office aforesaid in Deed Book 273, page 285, being in all respects the same property which was conveyed to the said Ruth P. McCavock by deed of Elsie Breeden Light and husband, dated April 9, 1947, of record in the clerk's office aforesaid in Deed Book 273, page 284.

"(3) The said John F. McCavock will transfer, set over and deliver to said Ruth P. McCavock, for and during her life or until she remarries, with remainder upon the death or remarriage of the said Ruth P. McCavock, to their daughter, Shirley McCavock all his right, title and interest in and to the household furniture furnishings, silver ware, china ware, glass ware and equipment and the farming equipment, situated in and on said Farmington property hereinabove described, saving and excepting only the articles therein that are listed and described in certain paper writing, marked schedule "A", hereto attached and made a part of this agreement.

"(4) The said John F. McCavock will irrevocably assign certain paid up life insurance on his life, of the fact value of thirty-two thousand five hundred ($32,500.00) dollars to the said Ruth P. McCavock, and in the event of her death prior to that of said John F. McCavock, to their daughter Shirley McCavock. And the said Ruth P. McCavock will assign all of her right, title and interest as beneficiary in certain other policies of life insurance on the life of the said John F. McCavock, of the face value of twenty thousand

($20,000.00) dollars, upon which payment of premiums are still required, to the estate of the said John F. McGavock.

"(5) The said John F. McGavock will transfer and deliver to the said Ruth P. McGavock all U. S. Government bonds belonging to her and so drawn as to indicate her ownership.

"(6) The said John F. McGavock will promptly create a trust of his remainder interest in and to a certain trust fund in which his mother now has a life interest, the income from said remainder interest, after the falling in of the present life estate, to be for the use and benefit of the said John F. McGavock for and during his life, with remainder upon his death to their daughter, Shirley McGavock. In the event of the death of the said Shirley McGavock prior to the death of the said John F. McGavock, leaving issue him surviving, said remainder shall pass to such issue and if, upon her death as aforesaid, she leaves no issue him surviving, said remainder shall pass to those who would then be her heirs at law and distributees under the intestacy laws of the State of Virginia in effect at the execution of this instrument.

"(7) The said John F. McGavock will pay as alimony to the said Ruth P. McGavock, on or before the 10th day of each and every month, beginning on the 10th day of April, 1948, the sum of three hundred and fifty ($350.00) dollars, until her death or remarriage.

"(8) The said John F. McGavock will pay to his daughter, the said Shirley McGavock, on or before the 10th day of each and every month beginning on the 10th day of April, 1948, the sum of one hundred dollars ($100.00) for her support and maintenance until she marries or reaches twenty five (25) years of age, whichever first occurs.

"(9) The said John F. McGavock will promptly pay all outstanding bills, of the said Ruth P. McGavock and Shirley McGavock and also all of those pertaining to the maintenance and operation of the home at Farmington up to the date of the execution of this agreement, provided such bills are made in ordinary course as heretofore.

"(10) The present family memberships in Farmington Country Club and Farmington Hunt Club shall be for the use of the said Ruth P. McGavock and the said John F. McGavock will, at his own cost and expense, seek such additional memberships in said clubs as may be necessary for his use. It is thought that these club memberships will be divided with the family memberships being for the use of Ruth P. McGavock and additional single memberships being granted to the said John F. McGavock, upon simultaneous applications being made to said clubs by the said John F. McGavock and Ruth P. McGavock but it is understood and agreed that if this should not be the case, the present memberships are to be for the use of the said Ruth P. McGavock.

"(11) The said Ruth P. McGavock will transfer to the said John F. McGavock one empty freezing locker of the ones now rented jointly by them at Crozet and at Charlottesville but she is to retain the contents of all said freezing lockers.

"(12) In consideration of the premises, and the property and payments aforesaid, each party hereto expressly releases and relinquishes any and all rights or claims by way of dower, curtesy, inheritance, descent, distribution, or in any other way, in the property of the other, whether now owned or hereafter acquired. Each of the parties hereto agrees, upon the request of the other, to execute, acknowledge and deliver any and all deeds or other instruments in law convenient or necessary to bar his or her rights in the property of the other, in order that each of them may fully and freely convey, alien, or otherwise dispose of his or her property, free from any rights or interest of the other therein.

"(13) The said Ruth P. McGavock agrees that the said John F. McGavock shall have the privilege of an extension from telephone number 1796-R to enable him to be reached for professional calls, this arrangement to continue until a new telephone directory is published.

"(14) The said parties further agree that the provisions of this agreement shall settle all property rights between them and that upon approval and confirmation by the Circuit Court of Albemarle County, Virginia of the terms hereof, deeds for the lands hereinabove described will be delivered, and all other steps taken to carry out the terms of this agreement, with the right to the said John F. McGavock to remove the objects set forth and described in Schedule "A" within a period of ten (10) days from the date of said confirmation.

"(15) The said parties further agree that this instrument contains the full and entire agreement of the parties and that there are no agreements or understandings between said parties that are not contained herein.

"Witness the following signatures and seals the day and year first above written.

(Signed) John F. McGavock (SEAL)
(Signed) Ruth P. McGavock (SEAL)

"We have read over the within agreement and approve the same.

(Signed) W. G. Fife
Counsel for John F. McGavock

(Signed) C. Venable Minor
Counsel for Ruth P. McGavock

STATE OF VIRGINIA
COUNTY OF ALBEMARLE, to-wit

I, Dorothy R. C. Michie, a notary public in and for the County aforesaid, in the state of Virginia, hereby certify that John F. McGavock, whose name is signed to the foregoing writing, bearing date the 10th day of April, 1948, has acknowledged the same before me in my County aforesaid,

My commission expires the 4th day of June, 1950.
Given under my hand this 12th day of April, 1948.

(Signed) Dorothy R. C. Michie
Notary Public

STATE OF VIRGINIA
COUNTY OF ALBEMARLE, to-wit

I, Dorothy R. C. Michie, a notary public in and for the County aforesaid, in the state of Virginia, hereby certify that Ruth P. McGavock (sometimes known as Polly P. McGavock), whose name is signed to the foregoing writing, bearing date the 10th day of April, 1948, has acknowledged the same before me in my county aforesaid.

My commission expires the 4th day of June, 1950.
Given under my hand this 12th day of April, 1948.

(Signed) Dorothy R. C. Michie
Notary Public

Schedule "A"

Personal belongings and effects;

Chicken equipment: All articles relating to sports, in which Dr. McGavock engages or has engaged; and relating to the practice of his profession;

Tractor attachments, not including the lawn mower or tractor itself."

be and the same is hereby ratified, approved and confirmed by this Court and adopted as a part of its decree herein.

DONE At Chambers at Pocatello, Bannock County, Idaho, this 7th day of March, 1949.

ISAAC M. McCULLOCH
District Judge

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the case of JOHN P. McGAVOCK vs. RUTH P. McGAVOCK as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 8th day of March, 1949.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

9

6058

FILED
Anna Keeye
1949 MAR 21 PM 12:51
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER.

VERA A. BURBACK,
Plaintiff,
vs.
GEORGE L. BURBACK,
Defendant.

DECREE

****

THIS MATTER Coming on for hearing before the Honorable L. E. Glennon, District Judge, sitting without a jury, plaintiff being present in person and by her counsel, O. R. Baum, and the defendant coming not but making default herein, and by reason of such default having waived the making of Findings of Fact and Conclusions of Law; and it appearing to the court that an Affidavit of Non-Military Status of the defendant has been filed herein, and that an Order has been issued directing that judgment may be taken, and the Court being fully advised in the premises,

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between the said plaintiff and defendant be and they are hereby severed; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the property settlement agreement, heretofore made and entered into by the said parties, be and the same is hereby approved; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said defendant pay to the said plaintiff for her use and benefit, and for the use and benefit of the minor children of said parties, Verdean Burback, a daughter, and Arlene Burback, a

daughter, all in accordance with said property agreement,

daughter, all in accordance with said property agreement, the said sum of $125.00 per month, the first payment to be made as of February 1, 1949, and continuing for a full five year period, and that at and upon the termination of said five year period that the said defendant pay to said plaintiff the said sum of $80.00 per month, which said payment shall continue until the said daughter Verdean Burback reaches the age of eighteen years, she being now, at this time, eight years of age, and that as and when the said daughter reaches the age of eighteen years that the defendant shall pay to said plaintiff the sum of $20.00 per month for a period of ten years from such date; that such payments, and each and all of such payments, are to be made on the first of each and every month hereafter.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That said defendant shall pay to said plaintiff, in addition to the sums aforementioned, the sum of $30.00 per month, such payment to continue until such time as the present principal amount of the loan on said premises so referred to in said agreement shall have been liquidated, together with interest thereon.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said defendant shall pay to said plaintiff, for the use and benefit of her said counsel, the sum of $141.60, all as attorney fees and costs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said plaintiff is a proper and fit person to have the care, control and custody of said minor children, more particularly Verdean Burback, and that the care, control and custody thereof is hereby granted to said plaintiff.

Dated this 21st day of March, 1949.

L. E. Glenn

DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Vera A. Burback, Plaintiff -vs- Geroge L. Burback, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 28th day of March, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6059.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER.

3573
6
Mar 28-1949
Ethel Hurst
Idaho Clerk

ANNA MAY BERRY, Plaintiff,
VERSUS
EMMETT E. BERRY, Defendant.

D E C R E E

The above entitled action came on to be heard at Chambers, at Pocatello, Idaho, before the Court on the 24th day of March, 1949. Plaintiff appearing in person and by her attorney, Chas. T. Cotant, and the defendant not appearing, either in person or by an attorney.

Upon said hearing, it appearing to the satisfaction of the Court that defendant, EMMETT E. BERRY was duly served with summons on the 22nd day of March, 1949, as appears on the Acceptance of Service made by the defendant, EMMETT E. BERRY, on said date in Power County, Idaho, said acceptance of service being attached to the summons on file herein, and the defendant not having made an appearance and having filed no answer or any other pleading to the said complaint, as provided by statute; and a Clerk's default having been duly entered, according to law and the Court having considered the law and the evidence, and it appearing satisfactorily to the Court that each and all of the material allegations and averments in plaintiff's complaint are true;

Now therefore, it is ORDERED, ADJUDGED and DECREED that the above named plaintiff is entitled to a divorce upon the grounds stated in her complaint, and the bonds of matrimony heretofore existing between plaintiff and defendant should be dissolved.

It is therefore ORDERED that it be dissolved and each of them are hereby restored to a single, unmarried state.

It also appearing from a property settlement introduced in evidence in the said action provides that:

Lots One and Two in Block 37, Original Townsite to American Falls, Idaho, be the property of the plaintiff, Anna May Berry .

It is therefore ORDERED and DECREED that the said Lots hereinabove described are the sole and separate property of the plaintiff, ANNA MAY BERRY.

Dated this 24th day of March, 1949.

Isaac McDougall
District Judge.

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the case of ANNA MAY BERRY vs. EMMETT E. BERRY as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 28th day of March, 1949.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

6060

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

ROBERT ALFRED ALBRECHT,
Plaintiff,
vs.
INEZ HELEN ALBRECHT,
Defendant.

No. 9463
D E C R E E

This cause came on to be heard on this 16th day of December, 1944, before the undersigned judge of the above-entitled court sitting at chambers at Wallace, Idaho, the plaintiff appearing in person and being represented by his counsel, Mr. Walter H. Hanson, the defendant appearing not and her default having been duly and legally entered after personal service of process and after she had entered her appearance in the action but failed to plead to the compalint. Testimony was submitted in behalf of the plaintiff and after hearing the evidence, the court made and caused to be filed finds of fact and conslucions of law, and pursuant thereto,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now and heretofore existing between plaintiff and defendant be, and they hereby are dissolved, and each of the parties is relieved from all obligations thereof, except as hereinafter specifically provided.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the custody of the minor children of the parties, to-wit, Keith Robert Albrecht and Evelyn Joyce Albrecht, be and it hereby is awarded to the defendant, it being provided and hereby specifically ordered that the plaintiff shall have and is hereby

given the right to visit said children at all reasonable times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That commencing on the first day of January, 1945, and continuing thereafter the plaintiff on the first day of each and every month pay to the defendant or to the clerk of this court for her use and benefit the sum of not less than $40.00 to be used by said defendant for support of said children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff pay all the costs of this action.

Dated at Wallace, Idaho, December 16, 1944.

Albert H. Featherstone
Judge

Entered, Docketed and Filed
MAR 15 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 15th day of March 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District of Idaho
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

ROSE MILLSAP,
Plaintiff,
vs.
VERN MILLSAP,
Defendant.

No. 10731

D E C R E E E

This matter coming regularly on to be heard this 10th day of February, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court and the plaintiff appearing in person and being represented by her attorney Sennett S. Taylor and the defendant being absent and not being represented by counsel. And it appearing that defendant herein had been regularly served with summons in this matter and that thereafter, to-wit, on the 10th day of February, 1949, his default had been duly and regularly entered herein by reason of his failure to answer or otherwise plead to plaintiff's complaint within the time allowed him by law for so doing.

WHEREUPON, witnesses were duly called, sworn and examined and the court having heard and considered their testimony and being duly advised in the premises and the law in this matter and having heretofore made and entered herein its Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be dissolved and that the plaintiff be, and she hereby is, granted and absolute decree of divorce from defendant,

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the custody and control of Mary Jane Millsap, minor daughter

of plaintiff and defendant's, be, and it hereby is, awarded to the plaintiff with the right awarded, and it hereby is, defendant to visit said child at all reasonable times and places,

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff be awarded, and she hereby is, the sum of Fifty Dollars per month beginning with the 1st day of March, 1949, and to continue until the further order of this court, to be paid to her by defendant for the welfare and support of the aforesaid minor child,

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff be awarded, and she hereby is, the sum of Two Hundred Dollars as her share of this maritial union's community property.

Dated at Wallace, Idaho, February 10th, 1949.

ALBERT H. FEATHER STONE
District Judge.

Entered, Docketed and Filed
MAR 23 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 23rd day of March 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District of Idaho for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

- - - - - - - -

HELEN BERNICE WARREN,

Plaintiff,

vs.

JAY T. WARREN,

Defendant,

NO. 10738

D E C R E E

- - - - - - - -

This matter came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, on the 23rd day of February, 1949. The plaintiff appeared in person and by her attorney, Herman J. Rossi, and there being no appearance by or on behalf of the defendant.

It appeared from the records and files herein that the defendant had been personally served with Summons and Complaint in the County of Shoshone, State of Idaho, and that he had failed to appear, answer, or plead within the time provided by law, or at all, and that his default had been duly and regularly entered in the premises.

It further appeared to the satisfaction of the Court from the affidavit of the plaintiff filed herein that the defendant is not in the military service of the United States as defined by the Soldier's and Sailor's Civil Relief Act of 1940 and acts amendatory thereof.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was offered by and on behalf of the plaintiff and in support of the allegations of her Complaint and the Court being fully advised in the premises made and entered its Findings of Fact and Conclusions of Law.

NOW THEREFORE, by virtue of the premises, and in accordance with said Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court does HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, HELEN BERNICE WARREN, and the defendant, JAY T. WARREN, be, and the same hereby are, dissolved, set aside and held for naught, and the said HELEN BERNICE WARREN is hereby granted an absolute divorce from the defendant, JAY T. WARREN.

2. Awarding to the plaintiff the sum of $125.00 for attorney fees and the sum of $16.80 for costs and disbursements herein.

3. Requiring the defendant to return all household goods, utensils, linens and other paraphernalia taken by him from the plaintiff.

4. Restoring to the plaintiff her maiden name of HELEN BERNICE ECKELBERGER.

Dated and done at Wallace, Idaho, this 23rd day of February, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
MAR 7 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO } SS
COUNTY OF SHOSHONE }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 7th day of Mar 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District
Shoshone County, Idaho

By Betty Burster
Deputy

6063

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

- - - - -

FRANCIS L. MASON, Plaintiff and Cross-Defendant, vs. ELLEN T. MASON, Defendant and Cross-Complainant.	NO. 10717 D E C R E E.

- - - - -

This cause came regularly on to be heard at Wallace, Idaho, this 1st day of March, 1949, before the undersigned, Judge of the above entitled Court.

Defendant-cross complainant appeared in person and by her attorney, Alden Hull, of H. J. Hull & Sons, Wallace, Idaho, but no appearance was made by or on behalf of the plaintiff-cross defendant.

It appeared to the satisfaction of the Court from the records and files herein that the plaintiff-cross defendant had been duly and regularly served with the cross-complaint herein and that he had failed to appear, answer or plead within the time provided by law, or at all, and that his default with respect thereto had been duly and regularly entered herein. It further appeared that the plaintiff's-cross defendant's complaint had been dismissed by an order of this Court duly entered herein.

It further appeared from the affidavit of the defendant-cross complainant that the plaintiff-cross defendant was not in the military service of the United States, as defined in the Soldier's and Sailor's Civil Relief Act of 1940 and acts amendatory thereof.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was introduced by and on behalf of the cross-complainant and in support of the allegations of her cross-complaint,

and the Court being fully advised in the premises made and entered herein its Findings of Fact and Conclusions of Law.

NOW, THEREFORE, By virtue of the premises and in accordance with said Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE

1. That the bonds of matrimony now and heretofore existing between the plaintiff-cross defendant, Francis L. Mason, and the defendant-cross complainant, Ellen T. Mason, be, and the same hereby are, dissolved, set aside and held for naught and the defendant-cross complainant is hereby granted an absolute divorce from the plaintiff-cross defendant.

2. That plaintiff-cross defendant is hereby required to pay to the defendant-cross complainant the sum of $50.00 per month in accordance with the agreement on file herein and it is hereby ordered that the defendant-cross complainant do have and take judgment against the plaintiff-cross defendant for that amount.

3. The agreement of the parties entered into on the 28th day of February 1949, a copy of which is on file herein, and by reference made a part of this decree, is approved and adopted in its entirety and plaintiff-cross defendant and defendant-cross complainant are hereby ~~bound to the terms~~ and conditions thereof, as fully as though the terms thereof were set for therein and hereat in haec verba.

Dated ~~and~~ done at Wallace, Idaho, this 1st day of March, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
MAR 1 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF BINGHAM } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Blackfoot, said, this 1st day of Mar. 49

ANNA K. BATTICK

Clerk of the District Court
Bingham County, Idaho

By Betty Burster Deputy

X

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

THELMA IRLENE WILDS, Plaintiff, -vs- LAWRENCE E. WILDS, Defendant.

No. 10741

D E C R E E

x(~~D~~xxxx~~Y~~)

This cause came regularly on to be heard this 14th day of March, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine there records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant, be, and the same are hereby absolutely dissolved,

T. P. WORMWARD LAWYER KELLOGG, IDAHO

and the said plaintiff be, and she hereby is, awarded an absolute divorce from the defendant, on the ground of extreme cruelty.

IT IS FURTHER ORDERED ADJUDGED AND DECREED, That plaintiff have the care, custody and control of the minor children, namely: Joanne Kay Wilds, Thomas Lawrence Wilds, and Linda Rae Wilds; and that defendant is ordered to pay the amount of $100.00 monthly for the support of said minor children; and the she is awarded the attorney's fees herein in the amount of $125.00, and costs of this action.

Done in open Court this 1st day of March, 1949.

Albert H. Featherston
District Judge.

Entered, Docketed and Filed
MAR 1 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I hereby certify that the foregoing
copy of the original Decree
on file in my office.
Dated at Wallace, Idaho, 1st Mar. 49

ANNA K. BATTICK
Clerk District Court
Shoshone County, Idaho
By Betty Burster
Deputy

T. P. WORMWARD
LAWYER
KELLOGG, IDAHO

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF SHOSHONE

GEORGIA C. LOWNDS,
Plaintiff,
-vs-
RAY ROBERT LOWNDS,
Defendant.

No. 10730

D E C R E E

This cause came on regularly to be heard this 1st day of March, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court. The plaintiff appeared in person and by her attorney, Lester S. Harrison, and the defendant did not appear, and it appeared that the defendant had been duly and regularly served with process and that said service was by personal service in the State of Washington; that the default of the defendant for not appearing, answering, or in anywise pleading to the verified Complaint of the plaintiff on file herein had been duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint, and after having heard the same the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court, after having considered the aforesaid testimony together with all the papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore and now existing between the plaintiff, Georgia C. Lownds, and the defendant, Ray Robert Lownds, be and the same are hereby absolutely dissolved, and the plaintiff be, and she hereby is, awarded an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the permanent care and custody of the minor child, namely, Patrick Thomas Lownds, be and the same hereby is awarded to the plaintiff.

Done in open Court this 1st day of March, A. D. 1949.

/s/ ALBERT H. FEATHERSTONE
District Judge.

AxTRUExCOPYxx

xxxxxxxxDistrictxJudgexx

Entered, Docketed andFiled
MAR 1 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the Decree on file in my office.

Dated at Wallace, this 1st day of Mar. 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District of Idaho
Shoshone County, Idaho

By Betty Burster

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

ETHYL E. GATES, Plaintiff, -vs- ORVAL O. GATES, Defendant.

No. 10720

D E C R E E

This cause came on regularly to be heard this 1st day of March, A.D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon the complaint of the plaintiff herein taken as confessed by the defendant for failure to appear and answer to the verified complaint of the plaintiff on file herein. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear. It appeared to the above entitled Court that the defendant was duly served with process and that said service was duly made by publication, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered;

WHEREUPON The Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her complaint, and after having heard the same, the testimony was closed;

WHEREUPON THE Court considering the aforesaid testimony together with all papers, records, files and documents herein, and having heretofore made and entered its Findings of Fact and Conclusions of Law, and having been duly advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff and the defendant be, and they are hereby, dissolved, and that the

T. P. WORMWARD LAWYER KELLOGG, IDAHO

plaintiff be, and she hereby is, granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be, and she hereby is, awarded the 1935 Dodge Coupe automobile.

Done in open Court this 1st day of March, A.D. 1949.

Albert A. Featherston
District Judge

Entered, Docketed and Filed
MAR 1 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

Axxrmaxcapy.

STATE OF IDAHO }
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the Decree on file in my office.
Dated at Wallace, this 1st day of Mar. 1949
ANNA K. BATTICK
Clerk
By Betty Burster Deputy

T. P. WORNWARD
LAWYER
KELLOGG, IDAHO

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - -

BERT P. DELIA,)
Plaintiff,) No. 10739
-vs-) D E C R E E
VIRGINIA L. DELIA,)
Defendant.)

- - - - - -

This cause came regularly on to be heard this 1st day of March, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon a Complaint of the plaintiff herein, taken as confessed by the defendant by her failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. Robert E. Brown appeared as attorney for the plaintiff, and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court, that the defendant was duly and regularly served with process, and that said service was personal service in the County of Shoshone, State of Idaho, and the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together

with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and he hereby is, awarded an absolute divorce.

Done in open Court this 1st day of March ,A. D. 1949.

Albert H Featherstone
District Judge

Entered, Docketed and Filed
MAR 1 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 1st day of Mar. 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District of the State of Idaho in and for Shoshone County, Idaho

By Betty Burster Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

PHYLLIS WILLIAMS,

Plaintiff,

vs.

CECIL RAY WILLIAMS,

Defendant.

No. 10744

DECREE OF DIVORCE

The above entitled action came on regularly to be heard by the Court sitting without a jury on the 4th day of March, 1949, plaintiff appearing in person and by her attorney, Dale Austin, and the defendant not appearing either in person or by an attorney;

Upon said hearing and it appearing to the satisfaction of the Court from the records and files herein that the defendant had been duly and regularly served with process in the County of Shoshone, State of Idaho, with the summons herein, and the complaint herein;

That the defendant having failed to appear and answer said complaint and the time to answer having expired and no answer or demurrer having been filed, the default of said defendant was duly entered herein according to law; and the Court having heard the testimony introduced on the behalf of the plaintiff in support of her complaint and the cause having been submitted and the Court having heard the testimony of one witness other than the plaintiff as to plaintiff's residence within the State of Idaho, the Court duly considered the law and the evidence from which it appears satisfactorily to the Court by the legal evidence, duly corroborated that all the material allegations of plaintiff's complaint are true; and the Court being fully

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

advised in the premises, made and entered herein its Findings of Fact and Conclusions of Law,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The marriage between plaintiff, Phyllis Williams, and the defendant, Cecil Ray Williams, be, and the same is hereby dissolved.

Dated this 4th day of March, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
MAR 4 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Wallace, Idaho, this 4th day of Mar. 49

ANNA K. BATTICK
Clerk [illegible] Court
First Judicial District Court for
Shoshone County, Idaho
By Betty Burster Deputy

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

BETTY S. DeARMOND,
Plaintiff,
vs.
WILLIAM R. DeARMOND,
Defendant.

No. 10749

DECREE OF DIVORCE

The above entitled action came on regularly to be heard before the undersigned, Judge of the above entitled court, sitting without a jury, at Wallace, Idaho, on the 7th day of March, 1949; the plaintiff appearing in person and by her attorney, Dale Austin and the defendant being represented by his attorney, Alden Hull.

Upon said hearing it appeared to the satisfaction of the court from records and files herein that the defendant has been duly and regularly served with process at Los Angeles, County of Los Angeles, State of California, and had appeared herein by counsel and answered plaintiff's complaint.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint and the court being fully advised in the premises made and entered herein its Findings of Fact and Conclusions of Law.

Now, therefore, by virtue of the premises and in accordance with the Findings of Fact and Conclusions of Law

IT IS HEREBY, ADJUDGED AND DECREED and the court DOES HEREBY ORDER ADJUDGE AND DECREE:

1. That the bonds of matrimony heretofore existing between the plaintiff, Betty S. DeArmond, and the defendant, William R. DeArmond, be, and the same are, hereby dissolved set aside and held for naught, and the plaintiff is hereby granted an

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

absolute divorce from the defendant.

2. That the plaintiff is hereby awarded permanent care and custody of Dori DeArmond, the minor child of plaintiff and defendant, but subject to the right of reasonable visitation in the defendant.

3. That the defendant shall pay to the plaintiff the sum of $75.00 a month for the support and maintenance of said minor child.

Dated at Wallace, Idaho this 7th day of March, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
MAR 7 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 7th day of March 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho
By Betty Burster
Deputy

6070

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

ORAL G. CLARK,

Plaintiff,

-vs-

DOROTHY MAE CLARK,

Defendant.

NO. 10678

D E C R E E

This cause came on regularly to be heard this 10th day of March, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon a complaint of the plaintiff herein taken as confessed by the defendant for failure to appear and answer to the verified complaint of the plaintiff on file herein. Albert J. Graf appeared as attorney for plaintiff and the defendant did not appear. It appeared to the above entitled Court that the defendant was duly served with process and that said service was duly made by publication, and the default of the defendant for not appearing, answering, or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON The Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his complaint, and after having heard the same, the testimony was closed.

WHEREUPON The Court, considering the aforesaid testimony together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been duly advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff, Oral G. Clark, and the

defendant, Dorothy Mae Clark, be, and they hereby are dissolved, and that the plaintiff be, and he hereby is, granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the care, custody and control of the said minor children of the plaintiff and defendant, to-wit: Juanita Clark, age eleven (11) years and Peggy Ann Clark, age eight (8) years, be, and they hereby are awarded to the plaintiff, Oral G. Clark. That the care, custody and control of the minor child of the plaintiff and defendant, to-wit: Shirley Ann Clark, age nine (9) years, now residing with the defendant, be, and hereby is awarded to the defendant, Dorothy Mae Clark.

Dated this 10th day of March, A. D. 1949.

ALBERT H. FEATHERSTONE
District Judge

A TRUE COPY:
Anna K. Battick
Clerk of District Court
By _____ Deputy

Entered, Docketed and Filed
MAR10 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO)
COUNTY OF SHOSHONE) SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office. Dated at Wallace, Idaho, 10th March 49

ANNA K. BATTICK
Clerk District Court Shoshone County, Idaho
Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - -

ELMER MARTIN,	)	
Plaintiff,	)	No. 10736
-vs-	)	D E C R E E
SHIRLEY MARTIN APPELL and HAROLD APPELL,	)	
Defendants.	)	

- - - - - -

This cause came regularly on to be heard this 10th day of March, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff herein, taken as confessed by the defendant, Harold Appell, by his failure to appear and answer the Complaint of the plaintiff on file herein. Mr. Robert E. Brown appeared as attorney for the plaintiff, and the defendant, Shirley Martin Appell, appeared in person without counsel; and it having been proved to the satisfaction of the above entitled Court that the defendant, Harold Appell, was duly and regularly served with process, and that said service was personal service in the County of Shoshone, State of Idaho, and the defendant, Harold Appell, having not appeared or answered said Complaint, the default of said defendant, Harold Appell, was thereupon duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his complaint, and the testimony of the defendant, Shirley Martin Appell, and having heard the same, the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the said marriage between the said Shirley Martin Appell and Harold Appell, be, and the same is hereby declared wholly null and void from the beginning.

Done in open Court this 10th day of March , A. D. 1949.

Albert H Featherstone

District Judge

Entered, Docketed and Filed
MAR 10 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

Decree

Dated at 10th March 49

ANNA K. BATTICK

Betty Burster

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

LENA M. COPELL, Plaintiff, vs. ALFRED M. COPELL, Defendant.	No. 10746 DECREE OF DIVORCE

The above entitled action came on regularly to be heard by the Court sitting without a jury on the 12th day of March, 1949, plaintiff appearing in person and by her attorney, Dale Austin, and the defendant not appearing either in person or by an attorney;

Upon said hearing and it appearing to the satisfaction of the Court from the records and files herein that the defendant had been duly and regularly served with process in the County of Spokane, State of Washington, with the summons herein, and the complaint herein;

That the defendant having failed to appear and answer said complaint and the time to answer having expired and no answer or demurrer having been filed, the default of said defendant was duly entered herein according to law; and the Court having heard the testimony introduced on the behalf of the plaintiff in support of her complaint and the cause having been submitted and the Court having heard the testimony of one witness other than the plaintiff as to plaintiff's residence within the State of Idaho, the Court duly considered the law and the evidence from which it appears satisfactorily to the Court by the legal evidence, duly corroborated that all the material allegations of plaintiff's complaint are true; and the Court being fully

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

advised in the premises, made and entered herein its Findings of Fact and Conclusions of Law,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The marriage between plaintiff, Lena M. Copell, and the defendant, Alfred M. Copell, be, and the same is hereby dissolved.

2. The defendant pay to the plaintiff the sum of Forty ($40.00) Dollars per month for the maintenance, support and education of said minor child.

3. The defendant pay to the plaintiff the sum of $125.00 for her attorney fees herein and the sum of $18.50 for court costs herein.

4. The plaintiff have the absolute, sole and permanent custody of said minor child, to-wit, Everett Eugene.

Dated this 12th day of March, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
MAR 12 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 12th day of March 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho
By Betty Burster
Deputy

6073

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

MARGARET LOTTIE JACOBSON,
Plaintiff,
-vs-
SPENCER E. JACOBSON,
Defendant.

NO. 10748

D E C R E E

This cause came on regularly to be heard this 14th day of March, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon the verified complaint of the plaintiff herein, taken as confessed by the defendant for failure to appear and answer to the said verified complaint of the plaintiff on file herein. Albert J. Graf appeared as attorney for plaintiff, and defendant did not appear. It appeared to the above entitled Court that the defendant was duly served with process and that said service was duly made by personal service, and the defendant's default for not appearing, answering or in anywise pleading in said cause was duly and regularly entered;

WHEREUPON, The Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her complaint, and after having heard the same, the testimony was closed;

WHEREUPON, The Court, considering the aforesaid testimony of plaintiff and her witnesses, together with all papers, records, files and documents herein, and having heretofore made and entered its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff, Margaret Lottie Jacobson, and

the defendant, Spencer E. Jacobson, be, and they hereby are, dissolved, and that the plaintiff be, and she hereby is, granted an absolute divorce from the defendant.

Dated this 14th day of March, A. D. 1949.

ALBERT H. FEATHERSTONE
District Judge

A TRUE COPY:
Anna K. Battick
Clerk of District Court

By _____ Deputy

Entered, Docketed and Filed
MAR 14 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, 14th March 49

ANNA K. BATTICK
First Judicial District, Shoshone County, Idaho

By Betty Burster Deputy

4

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

PAULINE POLLOCK,
Plaintiff,
- vs -
REX P. POLLOCK,
Defendant.

NO. 10766

D E C R E E

This cause came regularly on to be heard on this 18th day of March, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above-entitled Court, sitting without a jury, and it appearing to the court that the said defendant heretofore appeared in said cause by Demurrer and that said Demurrer was heretofore over-ruled by the above-entitled court, and the defendant having refused to further appear or plead in said cause, the default of said defendant for his failure to further appear or plead having heretofore been entered, the plaintiff appeared in person and by her attorney, W. L. Tuson, and the defendant did not appear.

WHEREUPON, the court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his complaint and after having heard the same, the testimony was closed.

WHEREUPON, the court, considering the aforesaid testimony, together with the papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be dissolved and that the plaintiff be and she is hereby granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff retake and use her former name, Pauline Richman.

Done in open court this 18th day of March, A. D. 1949.

(Signed) Albert H. Featherstone
DISTRICT JUDGE

(SEAL)

Entered, Docketed and Filed
MAR 18 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the ... copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 18th day of March 49

ANNA K. BATTICK
Clerk
First Judicial ...
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

BEVERLY BEX, Plaintiff, -vs- LOUIS BEX, Defendant.) No. 10751

D E C R E E

This cause came regularly on to be heard this 27 day of March, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the plaintiff be, and she hereby is awarded an absolute divorce from

the defendant, on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff herein be awarded the care, custody and control of the minor child of said parties, namely: Beverly Bernice Bex, of the age of 20 months.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That defendant herein pay the amount of $150.00 to plaintiff as reasonable attorney's fees and suit money for the prosecution of this action.

Done in open Court this 22nd day of March, A. D. 1949.

Albert L. Featherstone
District Judge.

Entered, Docketed and Filed
MAR 22 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO } SS
COUNTY OF SHOSHONE }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 22nd day of March A.D. 49

ANNA K. BATTICK

Clerk District Court

Shoshone County, Idaho.

By Betty Burster Deputy

6076

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

STANA VARKER,)
Plaintiff,)
- vs -) NO. 10752
) D E C R E E
JOSEPH H. VARKER,)
Defendant.)

This cause came on regularly to be heard the 22nd day of March, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above-entitled Court, sitting without a jury upon a complaint of the plaintiff herein taken as confessed by the defendant for failure to appear and answer to the verified complaint of plaintiff on file herein. W. L. Tuson appeared as attorney for plaintiff and defendant did not appear. It appeared to the above-entitled court that the defendant was duly and regularly served with process and that said service was duly made by being served upon the defendant personally and the default of the defendant for not appearing, answering or in anywise pleading in said cause, was duly and regularly entered.

WHEREUPON, the court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her complaint and after having heard the same the testimony was closed.

WHEREUPON, the court considering the aforesaid testimony together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be dissolved and that the plaintiff be and she is hereby granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff be, and she is hereby awarded the care, custody and control of the minor child of plaintiff and defendant, to-wit: Sandra Jo Varker, age 4½ years, and that the defendant have the right to visit said minor child at all reasonable times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant is hereby ordered to pay to plaintiff the amount of SIXTY ($60.00) DOLLARS per month for the care, education and support of the minor child of the parties hereto.

Done in open court this 22nd day of March, A. D. 1949.

(Signed) Albert H. Featherstone
District Judge

xx(SEAL)x

Entered, Docketed and Filed
MAR 22 1949
Anna K. Battick, Clerk District Court By Betty Burster Deputy

Decree

22nd March 49

Anna K. Battick

Betty Burster

6077

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - -

VIOLA VIPPERMAN,
Plaintiff,
vs.
WILLIAM VIPPERMAN,
Defendant.

NO. 10771

D E C R E E

- - - - -

This cause came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, at Wallace, Idaho, the 23rd day of March, 1949. The plaintiff appeared in person and by her attorney, Alden Hull, and the defendant appeared by his attorney, Sennett Taylor.

It appeared to the satisfaction of the Court from the records and files herein that the defendant had been personally served with Summons and Complaint and that he had appeared by demurrer to the plaintiff's complaint. That said demurrer was overruled by order of the Court entered herein and defendant failed to plead further.

It further appeared from the affidavit of the plaintiff that the defendant is not in the military service of the United States as defined by the Soldier's and Sailor's Civil Relief Act of 1940 and acts amendatory thereof.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint and the Court being fully advised in the premises made and entered herein its Findings of Fact and Conclusions of Law.

NOW, THEREFORE, By virtue of the premises and in accorance with said Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony now and heretofore existing between the plaintiff, Viola Vipperman, and the defendant, William Vipperman, be, and the same hereby are, dissolved, set aside and held for naught, and the plaintiff hereby is awarded an absolute divorce from the defendant.

Dated and done at Wallace, Idaho, this 22nd day of March, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
MAR 22 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

...TY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 22nd day of March, 19 49

Anna K. Battick
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster Deputy

6078

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - -

ABDITH M. KANTER, Plaintiff. -vs- ALBERT L. KANTER, Defendant.

No. 10757

D E C R E E E

- - - -

This cause came regularly on to be heard this 23rd day of March , 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon a Complaint of the plaintiff herein, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. John J. Peacock appeared as attorney for the plaintiff, and the defendant did not appear, and it having been proved to the satisfaction of the above entitled Court, that the defendant was duly and regularly served with process, and that said defendant was served with said process in Shoshone County, State of Idaho, and that the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon duly and regularly entered.

WHEREUPON, The Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint; and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision,

and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is, awarded an absolute divorce.

Done in open Court this 23rd day of March, A. D. 1949.

Albert H. Featherstone
District Judge

Entered, Docketed and Filed
MAR 23 1949
Anna K. Battick
Clerk District Court
~~By xx Deputy~~

Decree

23rd March 49

ANNA K. BATTICK

Betty Bunster

6079

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

KAROL K. McGINNIS,
Plaintiff,
vs.
HERBERT S. McGINNIS,
Defendant.

No. 10755

DECREE OF DIVORCE

The above entitled action came on regularly to be heard by the Court sitting without a jury on the 23rd day of March, 1949, plaintiff appearing in person and by her attorney, Dale Austin, and the defendant not appearing either in person or by an attorney;

Upon said hearing and it appearing to the satisfaction of the Court from the records and files herein that the defendant had been duly and regularly served with process in the County of Shoshone, State of Idaho, with the summons herein, and the complaint herein;

That the defendant having failed to appear and answer said complaint and the time to answer having expired and no answer or demurrer having been filed, the default of said defendant was duly entered herein according to law; and the Court having heard the testimony introduced on the behalf of the plaintiff in support of her complaint and the cause having been submitted and the Court having heard the testimony of one witness other than the plaintiff as to plaintiff's residence within the State of Idaho, the Court duly considered the law and the evidence from which it appears satisfactorily to the Court by the legal evidence, duly corroborated that all the material allegations of plaintiff's complaint are true; and the Court being fully

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

advised in the premises, made and entered herein its Findings of Fact and Conclusions of Law,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The marriage between plaintiff, Karol K. McGinnis, and the defendant, Herbert S. McGinnis, be, and the same is hereby dissolved.

2. That the defendant is awarded a one-half undivided interest in and to the equitable interest which the parties hereto have acquired in that certain 1947 Buick automobile described as follows:

A 1947 Buick Super Convertible
Serial Number 14 715 683
Motor Number 49-219-305

Dated this 23rd day of March, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
MAR 23 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Wallace, Idaho, this 23rd day of March 49

ANNA K. BATTICK
Clerk of the District Court
Shoshone County, Idaho
By Betty Burster Deputy

6080

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - -

NETA B. KAMP, Plaintiff, vs. WILLIAM E. KAMP, Defendant.	NO. 10670 DECREE

- - - - -

This cause came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, at Wallace, Idaho, the 31st day of March, 1949. The plaintiff appeared in person and by her attorney, Aldan Hull, and there were no other appearances.

It appeared to the satisfaction of the Court from the records and files herein that the defendant had been personally served with Summons and Complaint and that he had failed to appear, answer or plead within the time provided by law, or at all, and that his default had been duly and regularly entered in the premises.

It further appeared to the satisfaction of the Court from the affidavit of the plaintiff that the defendant is not in the military service of the United States as defined by the Soldier's and Sailor's Civil Relief Act of 1940 and acts amendatory thereof.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint, and the Court then being fully advised in the premises made and entered herein its Findings of Fact and Conclusions of Law.

NOW, THEREFORE, by virtue of the premises and in accordance with said Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court does hereby ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, Neta B. Kamp, and the defendant, William E. Kamp, be, and the same hereby are, dissolved, set aside and held for naught, and the plaintiff, Neta B. Kamp, is hereby awarded an absolute divorce from the defendant, William E. Kamp, and is hereby restored to the status of an unmarried woman.

2. Plaintiff's maiden name, Neta B. Cook, is hereby restored to her.

Dated and done at Wallace, Idaho, this 31st day of March, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
MAR 31 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a
copy of the original Decree
on file in my office.
Dated at Wallace, Idaho, this 31st day March 1949
ANNA K. BATTICK
Clerk District Court
By Betty Burster
Deputy

6081

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

JAMES A. THOMPSON,)
Plaintiff,) No. 10619
-vs-) D E C R E E
JESSIE F. THOMPSON,)
Defendant.)

- - -

This matter came regularly on to be heard this 31st day of March, 1949, before the undersigned Judge of the above entitled Court, sitting without a jury. The plaintiff was present in person and was represented by his counsel, Messrs. Brown & Peacock of Kellogg, Idaho, and the defendant was present by her counsel, Mr. Dale Austin, of Wallace, Idaho. This matter had been regularly set for trial to be heard on the 28th day of March, 1949, and by stipulation of counsel the date of trial had been continued to this day, and it appearing from the records in said cause that the demurrer of the defendant to the complaint of the plaintiff had been overruled on January 25, 1949, and the defendant allowed fifteen days thereafter within which to file an answer to said complaint and it further appearing that no answer had been filed in said cause, Mr. Dale Austin on behalf of the defendant thereupon advised the court that he refused to plead further in the matter, whereupon the default of the defendant for failure to answer was thereupon duly entered by the court and the court proceeded to hear said cause.

Witnesses were sworn and examined for and on behalf of the plaintiff and after a short statement by counsel for the plaintiff the cause was duly submitted to the Court for decision and the Court having heard the evidence and examined the records

and files in said cause and having heretofore made its Findings of Fact and Conclusions of Law and now being duly advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and he hereby is, awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the absolute care, custody and control of the said minor child, Donna Lynn, be, and the absolute care, custody and control of said minor child is hereby awarded to the defendant, with the right in the plaintiff to see said minor child at all reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be, and he hereby is, ordered to pay to the defendant $50.00 per month for the support, maintenance and care of the minor child of said marriage.

Done in open Court this 31st day of March, A. D. 1949.

Entered, Docketed and Filed
MAR 31 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

Albert H Featherstone
District Judge

Decree

31st March 49
ANNA K. BATTICK

Betty Burster

6083

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY

--:--

LILLIAN McFARLAND,

Plaintiff,

-vs-

WILLIAM H. McFARLAND,

Defendant.

--:--

DISTRICT COURT

DECREE

C A Bullen

Irene C Nielsen

Entered

THIS ACTION coming on regularly to be heard and tried before the Court sitting without jury on the 4th day of March, 1949, the defendant having acknowledged in writing service of complaint and summons and having in writing waived statutory time within which to appear and plead to plaintiff's complaint and having consented to the entry of his default, the default of the defendant in the premises has been duly entered according to law, the plaintiff appearing in person and by her attorney, Harry Benoit, Esq., and the defendant not appearing, either in person or by attorney;

Upon said hearing, testimony was introduced in behalf of said plaintiff and in support of her complaint, and the cause having been submitted, the Court having duly considered the law and the evidence, and it appearing to the satisfaction of the Court that the plaintiff is entitled to a decree of divorce upon the grounds of extreme cruelty and that each and all of the material allegations in plaintiff's complaint contained are true;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, That the marriage between the plaintiff and the defendant be, and the same is hereby, dissolved, and that said plaintiff and defendant, and each of them, be, and they hereby are, released from all obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, Lillian McFarland, be, and hereby is, awarded and given the permanent care, custody and control of the minor child, William Charles McFarland, and the defendant to have the right to visit said minor child at reasonable times and hours.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That that certain written property settlement agreement, made and entered into by and between the parties hereto under date of January 17, 1949, and admitted in evidence herein as plaintiff's "Exhibit A," wherein and whereby all of the rights and interests and claims of said parties were adjusted and settled, be, and the same in all respects is hereby, confirmed and approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That, pursuant to said property settlement agreement, the defendant pay to the plaintiff the sum of $42.00 per month as alimony and the sum of $30.00 per month for the maintenance and support of their said minor child until he shall have reached the age of majority, and that said $42.00 per month alimony to cease upon her remarriage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That so long as the defendant shall be in the service of the United States of America, said alimony of $42.00 per month and said support money for said minor child of $30.00 per month shall be allotted from his pay, and in the event that said total sum of $72.00 per month shall at any time be in excess of the payments authorized under Army Class "F" Allotment Plan, the same shall be adjusted accordingly, however, in no event shall the defendant be relieved from making such payments in full as hereinabove provided.

DATED This 4th day of March, 1949.

KALES E. LOWE
District Judge

State of Idaho
County of [illegible]
I hereby [illegible]

C A Bullen
Irene C Nielsen
Deputy

6084

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

MARY LOU FALLERT,

PLAINTIFF,

VS.

DICK FALLERT,

DEFENDANT.

DECREE OF DIVORCE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED MAR 4 - 1949
C. A. Bullen
Clerk
By Irene C. Nielsen
Deputy Clerk
Entered
MAR 4 - 1949

This matter came on regularly for hearing on the 4th day of March, 1949, at the hour of 2:00 o'clock P.M., before the underaigned District Judge, sitting without a jury. Plaintiff appeared in person and by her attorney, J. W. Taylor, Esquire, and defendant failed to appear either in person or by attorney. Defendant having been duly and regularly served with copies of the complaint and summons herein and having filed no appearance whatsoever and the time allowed by law for him to answer or otherwise plead having expired, and his default having been duly entered, testimony was submitted by plaintiff and witnesses in her behalf. The Court having heard the evidence and being fully advised in the matter finds that all of the allegations of plaintiff's complaint are true and that plaintiff is entitled to a decree of divorce on the ground of extreme cruelty and is entitled to have the care, custody and control of Ronald DeWayne Fallert, the minor son of the parties awarded to her and is entitled to a decree awarding $50 per month to her for the support of said minor child.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, dissolved, and each of the said

parties is hereby restored to the status of a single, unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the care, custody and control of Roland DeWayne Fallert, the minor son of the parties, be, and the same hereby are, awarded to the plaintiff; and that defendant pay to the plaintiff the sum of $50.00 per month for the support of said minor child.

Dated March 4, 1949.

Kales E Lowe
District Judge

State of Idaho
County of Twin Falls } ss

I Hereby certify the foregoing to be a full, true and correct copy of the original on file in the District Court of Twin Falls County, Idaho.

C. A. Bullen
Clerk of the District Court
Irene C Nielsen
Deputy

X

6085

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

RUTH NEOMA HILL,
Plaintiff

vs.

HAROLD HILL,
Defendant.

DECREE OF DIVORCE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED MAR 4 - 1949
C.A. Bullen
Clerk
Irene C. Nielsen
Deputy
Entered MAR 4 - 1949

NOW ON THIS DAY, The above entitled matter coming on to be heard, the plaintiff appearing in person and by her attorney, J. H. Sherfey, and the defendant not appearing, and the default of the defendant having been entered by the Clerk of this Court for his failure to appear herein within the time required by law, said defendant is adjudged to be in default herein.

Witnesses having been sworn and testified for and on behalf of the plaintiff, and it appearing to the Court from such testimony that all the material allegations of plaintiff's complaint have been sustained by competent testimony;

It further appearing to the Court that the plaintiff has been a bonafide resident of the State of Idaho for more than six weeks prior to the commencement of said action;

That plaintiff and defendant were married and became husband and wife in Elko, Nevada on the 22nd day of October, 1947, and ever since said date have been and now are husband and wife: That there are no children the issue of said marriage: And that there are no property or property rights to settle herein;

It further appearing to the Court that the defendant has been guilty of extreme cruelty toward the plaintiff in that he became drunken and quarrelsome and continuously abused the plaintiff and did during the month of April, 1948 strike and beat the plaintiff; and that plaintiff is entitled to the relief prayed for in her complaint.

It further appearing to the Court that the plaintiff is entitled to have her maiden name, Ruth Neoma Fries, restored to her.

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED, That the plaintiff do have a decree of divorce from the defendant, Harold Hill, and that the bonds of matrimony, existing between the plaintiff and defendant, be, and the same are hereby dissolved.

That the plaintiff's maiden name, Ruth Neoma Fries, be, and the same is hereby restored to her.

Dated this 4th day of March, 1949.

Kales E. Lowe
District Judge.

State of Idaho
County of Twin Falls

I hereby certify the foregoing to be a true and correct copy of the original thereof.

C.A. Bullen
Clerk of the District Court
Irene C. Nielsen
Deputy

6086

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

RUTH MILLER,
PLAINTIFF,

VS.

FLOYD MILLER,
DEFENDANT.

DECREE OF DIVORCE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED MAR 4 - 1949
C. A. Bullen
Irene C. Nielsen Clerk
Entered Deputy Clerk

This matter came on regularly for hearing on the 4th day of March, 1949, at the hour of 2:00 P M., before the undersigned District Judge, sitting without a jury. Plaintiff appeared in person and by her attorney, J. W. Taylor, and defendant failed to appear either in person or by attorney. Defendant having in writing acknowledged service of summons and waived the time for answer and consented that his default be entered forthwith, and his default having been duly entered, witnesses were examined in behalf of the plaintiff, and the Court being fully advised, finds that all the allegations of plaintiff's complaint are true, and that plaintiff is entitled to a decree of divorce from defendant ground of extreme cruelty, as prayed in said complaint.

It is therefore ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, dissolved, and each of said parties is hereby restored to the status of a single, unmarried person, free from all the obligations arising out of their marriage.

Dated March 4, 1949.

Kales E. Lowe
District Judge

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the District Court.

C. A. Bullen
Irene C. Nielsen

COPY

6087

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

* * * * * * * * * * *

ARDELLA CANNON,

Plaintiff,

vs.

M. H. CANNON,

Defendant.

DECREE OF DIVORCE.

DISTRICT COURT
Fifth Judicial District
County of Twin Falls, State of Idaho
FILED MAR 4 - 1949
C A Bullen
Clerk
Irene C Nielsen
Deputy
Entered MAR 4 1949

* * * * * * * * * * *

THIS CAUSE Came on regularly for hearing on the 4th day of March, 1949 before Honorable Kales E. Lowe, one of the Judges of the above entitled Court, sitting in Open Court, the plaintiff being represented by her attorneys, Rayborn and Rayborn, and the defendant not appearing either in person or by counsel.

And it appearing to the Court that the defendant has heretofore been duly and regularly served with Summons and a copy of Complaint in the above entitled action, and has filed herein his appearance, and has refused to plead to or answer plaintiff's complaint and has consented that his default may be entered herein; and that the default of the said defendant for such failure to appear and answer plaintiff's complaint has been duly entered by the clerk of the above entitled Court according to law.

Thereupon evidence was introduced and admitted from which it appears that each and all of the material allegations of the plaintiff's complaint have been established by competent evidence, and the allegations of plaintiff's complaint as to her residence have been duly corroborated by competent testimony.

And the Court, being fully advised in the premises, on Motion of attorneys for plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED as follows, to-wit:

1. That the bonds of matrimony heretofore existing between the plaintiff, Ardella Cannon, and the defendant, M. H. Cannon, be,

and they are hereby dissolved and the parties thereto restored to the status of unmarried persons.

Done in Open Court this 4th day of March, 1949.

Kales E. Lowe
District Judge

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled cause.

C. A. Bullen
Clerk of the District Court
Irene C. Nielsen
Deputy

6088

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED MAR 4 - 1949
C. A. Bullen Clerk
Irene C. Nielsen Deputy Clerk
Entered MAR 4 - 1949

JUNIOR LYLE STEARNS,

Plaintiff,

-vs-

LA VERNE MAXINE STEARNS,

Defendant.

ORDER MODIFYING DECREE OF DIVORCE RE: CUSTODY OF MINOR CHILD.

Now on this 4th day of March, 1949, this matter came on for hearing on the Petition of the plaintiff, Junior Lyle Stearns, for the modification of the decree of divorce heretofore made and entered herein by this Court on the 5th day of May, 1949, so that said decree, as modified, shall give the said plaintiff the custody of Sharon Kay Stearns, the minor child of the parties hereto, and it appearing to the Court that the defendant has stipulated with the plaintiff that the said decree be so modified and has waived time in which to present objections and has consented in writing that the Court hear said Petition forthwith, and it appearing to the Court that good and sufficient cause exists:

Therefore, upon motion of Earl E. Walker, Esq., the attorney for the plaintiff,

IT IS ORDERED, that said decree of divorce heretofore made and entered herein, be modified with respect to the custody of Sharon Kay Stearns, as follows: That the plaintiff, Junior Lyle Stearns be and he hereby is awarded the custody of said minor child and that the defendant have the right to visit said minor child at all reasonable times.

It is further Ordered that neither party is to remove said minor child from the state of Idaho or from the jurisdiction of the Court without the knowledge and consent of the other pparty.

Done in open Court this 4th day of ~~February~~ March, 1949.

Kales E. Lowe
DISTRICT JUDGE.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bullen
Clerk of the District Court
Irene C. Nielsen
Deputy

RECEIVED February 21, 1949

Defendant

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

MARJORIE LOUISE HOPKINS, PLAINTIFF,	)	
VS	)	DECREE OF DIVORCE.
JOHN FRANCIS HOPKINS, DEFENDANT.	)	

This cause came on regularly for hearing in open court on Friday the 18th day of March, 1949, before the undersigned one of the judges of the above entitled court, the plaintiff appearing in person and by her attorney Edward Babcock, and the defendant John Francis Hopkins, having been duly and regularly served with summons and complaint, and having failed to appear and plead to said complaint within the time required by law, and the default of the defendant having been duly entered by the clerk of this court; whereupon witnessess were duly called, regularly sworn and examined in support of the allegations of the complaint and it satisfactorily appearing to the court from the evidence in the case, that the plaintiff and defendant are wife and husband, and the plaintiff is a bona-fide resident of the State of Idaho, and has been so for more than six weeks last past next preceeding the commencement of this action, and that the material averments of said complaint are sustained by the testimony free from legal exceptions as to its competency, admissibility and sufficiency, and the matters sō alledged in said complaint and proved on behalf of the plaintiff are sufficient in law to entitle plaintiff to a judgment and a decree of divorce against the defendant, and the court being fully advised in the premises both as to the law and facts, and the making of findings of facts and conclusions of law having been expressly waived.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

(1) That the bonds of matrimony heretofore existing by and between the plaintiff Marjorie Louise Hopkins and the defendant John Francis Hopkins, be and the same are hereby dissolved and the plaintiff Marjorie Louise Hopkins is granted an absolute divorce.

(2) That the plaintiff be and she is awarded the care, custody and control of said minor daughter Nancy Ann Hopkins 14 years of age with the defendant having a right to visit the daughter at reasonable times. That the defen-

dant pay the plaintiff the sum of $ no per month for the support of said minor daughter.

(3) That the household goods and furniture now in the possession of the plaintiff be and the same are hereby decreed to be her absolute, sole and separate property.

Done in open court this 18th day of March, 1949.

/s/ Kalen E. Lowe
District Judge.

DISTRICT COURT
Eighth Judicial District
State of Idaho
County of Bonneville
Filed
C A Bruces
Irene C Nielsen
Entered MAR 18 1949

State of Idaho
County of Bonneville
District Court
Filed
C A Bruces
Irene C Nielsen
Deputy

6090

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

#13807

RUTH MARIE LAMBING, Plaintiff,

vs

ROBERT LAMBING, Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED MAR 25 1949
C.A. Bullen Clerk
By Irene C. Nielsen Deputy Clerk
Entered MAR 25 1949

DECREE OF DIVORCE.

THIS MATTER came on to be heard before the above entitled court on the 25th day of March, 1949. Plaintiff appeared in person and by her attorney, J. H. Barnes; defendant did not appear. It is shown to the Court that personal service of the summons and compaaint herein was had on the defendant in Twin Falls County on the 1st day of March, 1949; that the defendant did not appear and plead within the time allowed by law, and that on the 22nd day of March, 1949, the Clerk of this court entered the default of the defendant for failure to appear and plead. Now, on motion of plaintiff's attorney, it is ordered that said entry of default be and the same hereby is approved and conformed.

The plaintiff was sworn and testified, and a witness was sworn and testified in corroboration of plaintiff's testimony as to length of residence. From the evidence thus adduced, the Court finds that plaintiff has been a bona fide resident of Idaho for more than six weeks next preceding the commencement of this action; that plaintiff and defendant were married at Oakland, California, August 22nd, 1945, and ever since have been and now are wife and husband; that there is no property belonging to the community consisting of plaintiff and defendant; that there is one child, Danny Lambing, aged 2½ years, born of said marriage and now in the custody of plaintiff; that plaintiff is a fit and proper person to have the eare, custody and control of said minor child; that defendant has treated plaintiff with extreme cruelty, by the infliction upon her of grevious mental

suffering.

From the facts thus found, the Court concludes that the plaintiff is entitled to a decree of divorce from the defndant on the ground of extreme cruelty; that plaintiff is a fit and proper person to have the custody and control of the minor child of said marmiage, Danny Lambing, aged 2½ years; that defendant should be required to pay to plaintiff, for the partial support of said minor child, the sum of $25.00 a month; that defendant should be permitted to visit said child at plaintiff's home at reasonable hours and at reasonable intervals.

WHEREFORE IT IS ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the bonds of matrimony now existing between plaintiff and defendant be and they hereby are dissolved and that each of said parties be restored to the status of a single, unmarried person; that the custody of the minor child of said marriage, Danny Lambing, aged 2½ years, be awarded to plaintiff; that defendant be and he hereby is ordered to pay to plaintiff, towards the support of said minor child, the sum of $25.00 a month, commencing with the month of April, 1949, and to continue until the further order of the Court; that defendant be permitted to visit said child at the home of plaintiff at reasonable hours and at reasonable intervals.

Dated this 25th day of March, 1949.

Kales E. Lowe.
District Judge.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the [illegible] in the above entitled action.

C. A. Bubles
Clerk of the District Court

Irene C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

- - - - - -

Percy J. Shewmaker,

Plaintiff,

vs.

Elsie Shewmaker,

Defendant.

COPY
DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED MAR 25 1949
Clerk
Deputy Clerk
Entered MAR 25 1949

- - -

D E C R E E .

This cause having come on regularly to be heard before the court with the Honorable Kales E. Lowe, presiding, on the 25th day of March, 1949, at the court room of the above entitled court in Twin Falls, Twin Falls County, State of Idaho, with the plaintiff appearing in person and by his counsel W.L. Dunn, Esq., and the defendant neither appearing in person or by counsel, but having theretofore caused her voluntary appearance and waiver to be filed in said cause, whereby she waived the service of summons and statutory time within which to plead therein and having submitted herself to the jurisdiction of the above entitled court and consented to a default being entered against her therein and the Clerk's default having been duly entered and the same approved by the court, whereupon the court proceeded to hear the testimony of witnesses duly sworn and examined in support of plaintiff's complaint, and the matter being finally submitted and the court being fully advised in the premises, finds that the defendant has treated plaintiff with extreme cruelty to the extent of causing plaintiff great and grievous mental and physical suffering and distress, that there is no community property and that there are no children the issue of said marriage and that all of the allegations of plaintiff's

complaint are fully sustained, Wherefore, NOW, THEREFORE upon motion of W. L. Dunn, counsel for the plaintiff, it is Hereby ORDERED, ADJUDGED and DECREED;

That the bonds of matrimony heretofore existing between the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony and that the defendant be restored to her former name of Elsie Price.

Dated March 25, 1949.

Kales E. Lowe
DISTRICT JUDGE.

State of Idaho)
County of Twin Falls) ss

I hereby certify that the foregoing is a true and correct copy of the original thereof as the same appears of record and on file in my office.

C. A. Bullock
Clerk of the District Court
Irene C. Nielsen
Deputy

6092

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

RUBY BAILEY,)
PLAINTIFF,)
VS) DECREE OF DIVORCE.
J. B. BAILEY,)
DEFENDANT.)

DISTRICT COURT
Eleventh Judicial District
FILED
Ca Bullen Clerk
Irene C Mullen Deputy Clerk
Entered

This cause came on regularly for hearing in open court on Friday the 25th day of March, 1949, before the undersigned one of the judges of the above entitled court, the plaintiff appearing in person and by her attorney Edward Babcock, and the defendant J. B. Bailey, having been duly and regularly served with summons and complaint as required by law, and having failed to appear and plead to said complaint within the time required by law, and the default of the defendant having been duly entered by the clerk of this court; whereupon witnesses were duly called, regularly sworn and examined in support of the allegations of the complaint and it satisfactorily appearing to the court from the evidence in the case, that the plaintiff and defendant are wife and husband and the plaintiff is a bona-fide resident of the State of Idaho, and has been so for more than six weeks last past next preceeding the commencement of this action, and that the material averments of said complaint are sustained by the testimony free from legal exceptions as to its competency, admissibility and sufficiency, and the matters so alledged in said complaint and proved on behalf of the plaintiff are sufficient in law to entitle plaintiff to a judgment and a decree of divorce against the defendant, and the court being fully advised in the premises both as to the law and facts, and the making of findings of facts and conclusions of law having been expressly waived.

Ca Bullen
Irene C Mullen

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony existing between the plaintiff Ruby Bailey and the defendant J. B. Bailey be and the same are hereby dissolved, and the plaintiff Ruby Bailey be and she is hereby granted an absolute divorce.

Done in open court this 25th day of March, 1949.

Kaleb E. Lowe
District Judge.

COPY

6093

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

* * * * * * * * *

CECIL DAUGHERTY,

Plaintiff,

vs.

ARLENE DAUGHERTY,

Defendant.

12780

DECREE OF DIVORCE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED MAR 25 1949
C. A. Bullen Clerk
By Irene C. Nielsen Deputy Clerk
Entered MAR 25 1949

* * * * * * * * *

The above entitled action came on regularly for hearing before the Court on this 25 Day of March, 1949, the plaintiff appearing in person and by and through his attorneys, Rayborn and Rayborn, and the defendant appearing not, either in person or by attorney; and it satisfactorily appearing to the Court that due service of Summons and Complaint in said action has been made upon the defendant; and that the defendant has failed and refused to appear and answer or otherwise plead to said complaint, and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired and the default of the said defendant having been heretofore duly entered; and evidence having been adduced on behalf of the plaintiff in support of his complaint, and the matter having been fully submitted to the Court for decision; the Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations in plaintiff's complaint are true and that the said defendant has been guilty of extreme cruelty, and that the plaintiff is entitled to a Decree of Divorce from the defendant.

NOW, THEREFORE, ON Motion of Rayborn and Rayborn, attorneys for the plaintiff, it is HEREBY ORDERED, ADJUDGED AND DECREED as follows, to-wit:

1. That the bonds of matrimony heretofore and now existing between the plaintiff and the defendant be, and the same are hereby, wholly dissolved.

2. That the care, custody and control of the minor children of the parties hereto, namely, Lyle Daugherty, aged eight years, and Diane Daugherty, aged four years, and Linda Daugherty, aged two years, be, and the same is hereby, awarded to the said defendant.

Done in Open Court this 25 day of March, 1949.

Kaler E. Lowe
District Judge.

C A Burrees
Irene C Nielsen
Deputy

7

6094

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

#13799

Audrey Cain
Plaintiff

Vs.

Deward Cain
Defendant

DECREE OF DIVORCE

Entered MAR 25 1949

Now on this day, the above entitled matter coming on regularly to be heard, the plaintiff appearing in person and by her attorney, G. R. Dibble, Esq., and the defendant, who has been regularly served with a summons and complaint, and having failed to appear and answer to the Plaintiff's complaint filed herein, and the default of said defendant having been duly and regularly entered by the Clerk of this Court for his failure to appear and answer to the plaintiff's Complaint; and the legal time for answering having expired, said defendant is now adjudged to be in default herein. The Court having heard the evidence and duly considered the same, finds that all the allegations of the plaintiff's complaint are true, and that the plaintiff is entitled to a decree of divorce from the defendant on the ground of Wilful Neglect as prayed in her complaint;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony existing between the plaintiff and defendant, be, and the same are hereby dissolved, and each of said parties is hereby restored to the status of a single unmarried person;

FURTHER ORDERED That the custody of the infant daughter of the parties, Pamela Cain, age 22months, be and the same is hereby awarded to the plaintiff, with leave of the defendant to visit her at reasonable times.

Done in open Court this 25 day of March, 1949.

Kaler E Lowe
District Judge

State of Idaho
County of Twin Falls

I hereby certify that the foregoing is a true and correct copy of this Decree as the same appears of record in my office.

C A Bellew
Clerk of the District Court

Deputy

6096

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

Case No. 1111 Inst. No. 6

DISTRICT COURT VALLEY COUNTY, ID

Filed 3-4- 1949 at 9

Forest E. Robb Clerk

By Shirley Phillips Deputy

DONALD A. WILLIS,

Plaintiff,

-VS-

RUTH S. WILLIS,

Defendant.

D E C R E E

THE ABOVE ENTITLED ACTION Coming on to be heard before the Court at Chambers at Weiser, Idaho, this 3rd day of March, 1949, C. Ben Martin appearing as attorney for the Plaintiff and the defendant not appearing either in person or by counsel and it appearing to the Court that due and legal service of summons and complaint has been made upon the defendant and the time allowed by law to the defendant for pleading has expired and no appearance having been made by the defendant, and it further appearing that an affidavit of non-military status of the defendant has been filed, and the default of the defendant having been duly and regularly entered; the Plaintiff introduced evidence in support of his complaint, which evidence was supported by other testimony, and the matter submitted to the Court, and the Court being fully advised in the premises finds that all the allegations contained in the Plaintiff's complaint are true and the Plaintiff is entitled to judgment as prayed for therein;

NOW, THEREFORE, On mention of C. Ben Martin, attorney for Plaintiff, it is ORDERED, ADJUDGED and DECREED that the bonds of matrimony existing between Plaintiff and Defendant be and the same are hereby dissolved and that the Plaintiff is given and granted a decree of divorce of and from the defendant, and FURTHER, that the Plaintiff be and he is hereby awarded the care, custody and control of Diane Adell Willis, the minor child of the parties hereto.

Done and dated in Chambers in Weiser, Idaho, this 3rd day of March, 1949.

A. O. Sutton
District Judge

Recorded in Book 3 of Judgments at page 22.

STATE OF IDAHO,) SS.
County of Valley.)

I, Forest E. Robb, Clerk of the District Court in and for Valley County, Idaho, DO HERBEY CERTIFY AND DECLARE that I have compared the foregoing Decree-Case No. 1111-Willis vs Willis ..... with the record of such decree in my office, which instrument is (filed and indexed) & (Recorded) in Book 3 of Judgments, at page 22, and that the foregoing is a true and correct copy of such record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 7th day of March, 1949.

Forest E. Robb
Clerk of the District Court
Valley County, Idaho
By Shirley Phillips
Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR WASHINGTON COUNTY

CYNDA SUSAN WALDROP Plaintiff, vs. JOHN WALDROP Defendant,	D E C R E E

THIS MATTER HAVING COME ON REGULARLY TO BE HEARD ON THIS 11th day of March, 1949, the default of the defendant having been duly entered for failure to appear or plead within the time allowed by law; the Court having heard the testimony on behalf of the plaintiff and being duly advised and finding the material allegations of plaintiff's complaint to be true,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that the plaintiff be and hereby is divorced from the defendant and the marriage heretofore existing between the plaintiff and defendant is hereby dissolved.

It is further ordered that the defendant shall pay to the plaintiff the sum of Thirty dollars per month on the 10th day of each and every month for the support of the plaintiff.hereafter.

It is further ordered that the plaintiff's maiden name of CYNDA SUSAN HARSIN, be and hereby is restored to the plaintiff.

Dated March 11, 1949.

A. O. Sutton
District Judge

STATE OF IDAHO
County of Washington } ss.

6098

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of ..... D E C R E E ..... in the above entitled action of ..... Cynda Susan Waldrop ..... -vs- ..... John Waldrop ..... is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 14th day of March, 19 49.

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

****

ARNOLD JOSEPH HOSLER,
Plaintiff,
-vs-
VIDA MAE HOSLER,
Defendant.

COPY

NO. 9989 FILED A.M. P.M.

MODIFIED DECREE MAR 31 1949

OTTO F. PETERSON, Clerk
BY IRMA HILL Deputy

****

This matter coming on for hearing before the Court on the written stipulation of the parties hereto and the Court being fully advised in the premises,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the custody of the said minor child of the parties hereto heretofore in said decree of March 22nd, 1947, awarded to Mrs. A. L. Crow, be and the same is hereby revoked and further payment of money for the support of said child to Mrs. A. L. Crow by the parties hereto and each of them be stopped as of the date hereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the legal custody of the minor child of the parties hereto, Sandra Kay Hosler, be and the same is hereby given and awarded to Vida Mae Urquhart, the mother of said child.

It is further ordered, adjudged and decreed that the plaintiff, Arnold Joseph Hosler, shall have the right to visit with said child at any reasonable and proper time.

It is further ordered, adjudged and decreed that said decree of March 22, 1947, shall in all other respects remain

in full force and effect.

Dated this 31st day of March, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Modified Decree: Arnold Joseph Hosler vs. Vida Mae Hosler No. 19969 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 31st day of March, 1949.

By Irma Hill, Deputy.

OTTO F. PETERSON
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

- - - - - -

VIOLET L. RIELLY,

Plaintiff,

vs

JOHN F. RIELLY,

Defendant.

AMENDED JUDGMENT AND DECREE

COPY
No. 28247
FILED
A.M. P.M.
APR 7 1949
OTTO F. PETERSON, Clerk
BY IRMA HALL DEPUTY

- - - - - - - - -

A petition having been filed herein, setting forth that in the judgment and decree entered in the above entitled action the community real property of said parties was erroneously described, and that the true and correct description of said property was and should have been as follows:

Tracts B and C in Block 4 of Hansen Reilly Subdivision of a portion of Tract No. 9 of the Amended Plat of a portion of Hillcrest Subdivision.

That Tract B in said Block 4 of said subdivision is otherwise described as follows:

All that part of Tract No. 9 of the Amended Plat of a portion of Hillcrest Subdivision in NE¼ NW¼, Section 22, Township 3 North Range 2 East B.M., more particularly described as follows:
Commencing at the North Quarter corner of Section 22, Township 3 North Range 2 East B.M.; thence North 89° 46' West along the section line 1304 feet; thence South 36 feet to the Northwest corner of said Tract No. 9 of the Amended Plat of a Portion of Hillcrest Subdivision; thence Southalong the West side of said Tract No. 9 a distance of 317.05 feet to a point, the real point of beginning; Thence continuing South along the West side of said tract 137.52 feet; thence East 244.34 feet to a point; thence North 0° 38' East 146.7 feet to a point; thence South 88° 08' West 246.5 feet to the real place of beginning;

And it appearing to be a proper case therefor,

IT IS HEREBY ORDERED and this does ORDER that said judgment and decree be and the same is hereby amended as follows:

That paragraph 3 of said judgment and decree be and the same shall read as follows, to wit:

"3. That the community property of the parties hereto, located at 1628 Columbus Street, Boise,

ELAM AND BURKE
ATTORNEYS AT LAW
BOISE, IDAHO

Idaho, and described as follows:

Tracts B and C in Block 4 of Hansen Reilly Subdivision of a portion of Tract No. 9 of the Amended Plat of a portion of Hillcrest Subdivision, said Tract B in said Block 4 of said subdivision being otherwise described as follows:

All that part of Tract No. 9 of the Amended Plat of a portion of Hillcrest Subdivision in NE¼ NW¼, Section 22, Township 3 North Range 2 East B.M., more particularly described as follows:
Commencing at the North Quarter corner of Section 22, Township 3 North Range 2 East B.M.; thence North 89° 46' West along the section line 1304 feet; thence South 36 feet to the Northwest corner of said Tract No. 9 of the Amended Plat of a portion of Hillcrest Subdivision; thence South along the West side of said Tract No. 9 a distance of 317.05 feet to a point, the real point of beginning; Thence continuing South along the West side of said tract 137.52 feet; thence East 244.34 feet to a point; thence North 0° 38' East 146.7 feet to a point; thence South 88° 08' West 246.5 feet to the real place of beginning,

be and the same is hereby decreed to the plaintiff as her sole and apparate property, free from any claims on the part of said defendant whatsoever.

That all the other terms and conditions set forth in said original decree, together with the amendment herein provided for, shall constitute the final judgment and decree in said matter.

Dated: April 7th, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Amended Judgment and Decree: Violet L. Rielly vs John F. Rielly No. 20949 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of April, 1949.

By Irma Hill, Deputy. Otto F. Peterson Clerk.

ELAM AND BURKE
ATTORNEYS AT LAW
BOISE, IDAHO

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

* * *

CLEONA FAYE TESKE,

Plaintiff,

-vs-

MARTIN ALEX TESKE,

Defendant.

D E C R E E

COPY
No. 2162
FILED
A. M.
APR 22 1949
OTTO P. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

* * *

The above entitled cause came on regularly to be heard and tried before the court at Boise, Ada County, Idaho, on the 22nd day of April, 1949, the plaintiff appearing in person and by her attorneys, Anderson and Thomas, and the defendant not appearing, either in person or by attorney;

And, upon said hearing it satisfactorily appearing to the court that the defendant herein, Martin Alex Teske, was duly served with summons herein attached to a copy of the complaint referred to in the said summons and on file in this cause, and the defendant having failed to answer, demur or otherwise plead to said complaint and the time for answering, demurring or otherwise pleading to said complaint having expired, and the default of the defendant, Martin Alex Teske, having been duly entered according to law, and the court having heard testimony introduced in behalf of the said plaintiff and in support of her complaint; and upon consideration of the said testimony the court finds upon the cause of action of

the plaintiff the issues in favor of said plaintiff and against the said defendant and finds that the said defendant has been guilty of extreme cruelty of and towards the plaintiff as set forth in said complaint and that by reason thereof said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between plaintiff and defendant dissolved and to be divorced from the said defendant;

The court further finds that the said plaintiff has been a bona fide resident of, and has continuously resided in, the State of Idaho for more than six weeks immediately preceding the commencement of this action;

The court further finds that there has been born to the plaintiff and defendant as the issue of said marriage one minor child, namely, Sharron Elayne Teske, a daughter, and that said minor child is now in the care and custody of the plaintiff;

The court further finds that all community property not herein decreed of the plaintiff and defendant is located in the State of Oregon and outside the State of Idaho and beyond the jurisdiction of said court and no adjudication of the rights of the plaintiff and defendant therein is made;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff, Cleona Faye Teske, and the defendant, Martin Alex Teske, be, and the same hereby are, dissolved, and the said plaintiff be, and she hereby is, forever divorced from the defendant, and each the said plaintiff and the said defendant is hereby restored to the status of a single person;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be, and she hereby is, awarded the sole and exclusive custody and

control of the minor child of said marriage of the plaintiff and defendant, to wit: Sharron Elayne Teske, a daughter, subject to the right of visitation by defendant at reasonable times and places;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff shall have as her sole and separate property for her sole and separate use and benefit, all the household goods, furniture and effects, including a bedroom suite, living room set, dinette set, a table, chairs and miscellaneous household goods and effects now in her possession in Ada County, Idaho.

Done in open court this 22nd day of April, 1949.

Chas. F. Koelsch
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree, Teske vs Teske Case # 21626

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of April, 1949.

By B. Pope Eagleson, Deputy.

Otto F. Peterson
Clerk.

3-fw

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

GRACE G. PEARCE,

Plaintiff,

-vs.-

CALVIN W. PEARCE,

Defendant.

No. 21631
FILED
A.M. P.M.
APR 15 1949
OTTO F. PETERSON CLERK
BY H. CLYDE HASSELBRING DEPUTY

JUDGMENT AND DECREE

THIS CAUSE Coming on regularly to be heard on the 15th day of April, 1949, before the Court without a jury, plaintiff appearing in person and being represented by MOFFATT & YOUNG, her counsel, and the defendant having withdrawn his demurrer and refused to plead further, and having stipulated that this matter may be heard without notice to the defendant or his attorneys, and the matter having come on to be heard at the foregoing date;

WHEREUPON, Evidence duly corroborated as required by law, was introduced by the plaintiff, in which it appears to the Court that the allegations of plaintiff's cause of action contained in plaintiff's complaint on file herein are sustained by the testimony, free from all objections as to competency, admissibility and sufficiency; and it further appearing that the matters so alleged and proved are sufficient to entitle the plaintiff to judgment and decree in accordance with the complaint; and the case being closed, and the law in the premises being fully understood by the Court, the Court makes and enters this final judgment and decree:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, And this does order, adjudge and decree:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant are forever dissolved.

2. That the property settlement executed by the parties on the 18th day of March, 1949, is hereby confirmed and approved, and by reference incorporated herein and made a part hereof, having been admitted in evidence in this matter, marked Exhibit A, and made a part of the file of this action.

DATED THIS 15th Day of April, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment & Decree Can # 21631

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of April, 1949.

By B. Lyle Eagleson, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO. 21876

FILED

A.M. ____ P.M. ____

APR 14 1949

OTTO F. PETERSON, CLERK

BY W. CLYDE EAGLESON DEPUTY

DOROTHY TYLER,

Plaintiff,

vs.

RALPH ALLAN TYLER,

Defendant.

DECREE OF DIVORCE

This cause came on regularly to be heard on the 14th day of April, 1949, upon the verified complaint of the plaintiff herein; and Clarence T. Ward, attorney at law, appearing for the plaintiff and no one appearing for the defendant, and it appearing to the Court that the said defendant, Ralph Allan Tyler, has been duly and regularly served with summons and has appeared and filed a demurrer to the plaintiff's complaint on file herein, by and through his attorneys at law, Delana & Delana, by Benton F. Delana, and it further appearing to the Court that, since this action was filed, the parties hereto have entered into a property settlement agreement under and pursuant to the terms of which certain moneis have been paid to the plaintiff and other properties have been divided between the parties hereto and also the real estate mentioned in the complaint on file herein and hereinafter described has become and is the sole and separate property of the defendant, Ralph Allan Tyler, and it further appearing to the Court that the parties hereto have filed a stipulation, in writing, agreeing that defendant's demurrer may be over-ruled, and defendant has refused to plead further and has consented, by stipulation in writing, that default may be entered herein against him, and the default of the defendant for failure to answer plaintiff's complaint

having heretofore been duly entered in this action, the Court did proceed to hear the evidence submitted on the part of the plaintiff in support of the allegations of the complaint, and proofs having been regularly taken herein from which it appears that all of the allegations of the complaint are sustained by evidence from all exceptions as to its competency, admissibility or sufficiency, and it appearing that said matters so alleged and proven are sufficient to entitle the plaintiff to the relief prayed for in the complaint and herein granted; and it appearing that said plaintiff has been a resident of the State of Idaho for a period of more than six (6) full weeks next preceding the commencement of this action and the Court having heard the evidence and being fully advised in the premises, findings of fact and conclusions of law being duly waived, now on motion of Clarence T. Ward, attorney for plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the said Dorothy Tyler, plaintiff, and Ralph Allan Tyler, defendant, be and the same hereby are dissolved and the said plaintiff and defendant, and each of them, be and they hereby are absolutely released from the bonds of matrimony and all obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that,

> An irregular tract of land lying in Lot 1, Section 3, T. 3 N., R. 1 W., B.M., in Ada County, described as follows:
>
> Beginning at a point South 0°7' E. 255.75 feet from the corner stone of the Northeast corner of the Northeast quarter of Section 3, T. 3 N., R. 1 W.B.M.; thence continuing S. 0°7' E. 1054.25 feet; thence South 89°52' W. 56 feet; thence North 56°8' West 100 feet; thence North 33°32' W. 808 feet; thence North 47°25' East 444.20 feet; thence North 0°7' East 25.22 feet; thence South 89°53' East 255.75 feet to the point and place of beginning,

be and the same is hereby decreed to be the sole and separate property of the defendant, Ralph Allan Tyler.

Done in open Court at Boise, Idaho, this 14th day of April, 1949.

Charles F. Winstead
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce : Dorothy Tyler
vs. No. 21816
Ralph Allan Tyler

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of April, 1949.

OTTO F. PETERSON
Clerk.

By B. Lyle Eagleson, Deputy.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO. 21827 FILED A.M. P.M.

APR 19 1949

OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

LAURINE C. BRASHEAR, PLAINTIFF

VS

JOHN R. BRASHEAR, DEFENDANT

DECREE

This matter came on regularly to be heard on February 28, 1949, before the above entitled Court, and plaintiff appearing by her attorney R. H. Copple, Boise, Idaho, and the defendant appearing by his attorneys, Paul S. Boyd and Claude V. Marcus, Boise, Idaho, and testimony having been heard on behalf of the parties hereto, and Findings of Fact and Conclusions of Law having been made and signed by the Court in this cause:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That A Decree of Divorce be and it hereby is dandied the plaintiff, Laurine C. Brashear, and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that a Decree of Divorce be and it hereby is denied the defendant, John R. Brashear, and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the care, control, custody and education of the minor son, John David Brashear, age approximately 5 1/2 years, be and it is hereby awarded the defendant, John R. Brashear, with the right of reasonable and seasonable visitation on the part of the plaintiff, Laurine C. Brashear, and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the care, control, custody and education of the minor daughter, Donna K. Brashear, age approximately 9 months, be and it hereby is awarded to the plaintiff, Laurine C. Brashear, with the right of reasonable and seasonable visitation on the part of the defendant, John R. Brashear.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, John R. Brashear shall contribute to the plaintiff for the support of Donna K. Brashear, the minor daughter of the parties hereto, the sum of $1.00 per day, payable in monthly installments, on or about the first day of each calendar month.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, John R. Brashear, pay the sum of $200.00 as attorney's fee for the plaintiff, to R. H. Copple, Attorney at law, Boise, Idaho.

Dated this 19th day of April, 1949.

CHAS F. KOELSCH
DISTRICT JUDGE

X

6105

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR ADA COUNTY

BESSIE E. DAVIS,

Plaintiff,

vs.

CHARLES R. (CHUCK) DAVIS,

Defendant.

DECREE OF SEPARATE MAINTENANCE

COPY

No. 2888

FILED

APR 1 1949 A.M. P.M.

OTTO F. PETERSON, Clerk
By R. CLYDE EAGLESON DEPUTY

THE ABOVE ENTITLED ACTION came on regularly for trial before the Court at Boise, Idaho, April 1, 1949. The plaintiff appeared in person and with her attorney; the defendant appeared by J. L. Eberle Esq., his attorney.

The matter being at issue, the court proceeded to reception of testimony on behalf of plaintiff and she rested her case. No evidence was offered on behalf of defendant, and the cause was submitted for decision.

Express findings of fact and conclusions of law being waived, the Court, being fully advised, finds that the plaintiff is entitled to live separate and apart from the defendant; that the parties have by contract settled their mutual rights, and that the settlement agreement should be confirmed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court:

1. That the plaintiff Bessie E. Davis is entitled to live separate and apart from the defendant Chuck Davis, otherwise known as Charles R. Davis, without performance of any marital obligations toward him.

2. That the property settlement agreement entered into between the parties March 31, 1949, and filed herein be, and the same is confirmed.

3. That the property of the parties has been amicably divided.

4. That the defendant Charles R. (Chuck) Davis shall, commencing with the 1st day of May, 1949, pay to the plaintiff the sum of $50.00 per month for her support so long as she shall live.

5. That all property hereafter acquired by either party to this action shall constitute and be the separate property of the acquiring spouse, and neither shall incur any obligation on the credit of the other.

Rendered, dated and entered in open court, April 1, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Davis vs Davis
Case # 21888

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 1st day of April, 1949.

By T. B. Pyke Eagleson, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

GRACE GARMENDIA,

Plaintiff,

vs.

GENARO GARMENDIA,

Defendant.

DECREE

COPY
No. 21905 FILED A.M. P.M.
APR 14 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

This case coming on before the Court without a jury on the 17th day of March, 1949, the plaintiff appearing in person and with counsel and the defendant appearing in person and with counsel, witnesses were sworn and testified and documentary evidence introduced for the respective parties and the matter submitted to the Court, and findings of fact and conclusions of law having been waived and the Court being fully advised in the premises, orders judgment as follows:

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff is entitled to a decree of divorce from the defendant on the grounds of extreme cruelty and the bonds of matrimony existing between the plaintiff and defendant are hereby dissolved and the plaintiff is awarded a decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff is the owner in fee simple of Lot 31 in Block 60 of the Amended Plat of the Townsite of Homedale, Owyhee County, Idaho, together with the building thereon situate and the household furniture in the apartment occupied by the plaintiff in Homedale, Idaho; that all the right, title and interest of the defendant in and to the furnishings, equipment and merchandise in the building on said lot, and the 1946 Dodge 2-door sedan automobile purchased by the plaintiff and defendant after their marriage and all savings accounts, bonds and money on deposit in the name of the plaintiff be, and the same is hereby awarded to the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all of the right, title and interest of the plaintiff in and to any money on deposit in any banks in the name of the defendant be, and the same is hereby, awarded to the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be and she is hereby ordered to forthwith pay to the defendant the sum of $804.15 in full settlement of all community interest of the defendant in and to the above described property which is awarded to the plaintiff.

Dated and signed at Boise, Idaho, this 14th day of April, 1949.

Chas F Koelsch
District Judge.

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE: Grace Garmendia

vs. No. 21905

Genaro Garmendia

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of April, 1949.

By Dona Hill, Deputy.

OTTO F. PETERSON
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

* * * * * *

EDNA SCHNEIDER,
Plaintiff,
-vs-
WALTER SCHNEIDER,
Defendant.

DECREE

COPY
No. 21926
FILED
A. M.
P. M.
APR 8 - 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

* * * * * *

The above-entitled action came on regularly to be heard and tried before the Court at Boise, in the County of Ada, State of Idaho, sitting without a jury, on the 8th day of April, 1949, plaintiff appearing in person and with her attorney, Milo Axelsen, and the defendant not appearing either in person or by attorney; and the Court having heretofore entered the default of the defendant, the Court proceeded to hear the evidence introduced in support of plaintiff's complaint; and it appearing to the Court that the defendant is guilty of extreme cruelty, and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED and DECREED That the Plaintiff, Edna Schneider, be divorced from the Defendant, Walter Schneider, and that the bonds of matrimony heretofore existing between the Plaintiff and the Defendant be dissolved;

IT IS FURTHER ORDERED, ADJUDGED and DECREED That the property settlement heretofore entered into by the Plaintiff and the Defendant be, and the same is hereby approved.

Dated at Boise, Ada County, State of Idaho, this 8th day of April, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, L. Schneider vs L. Schneider
Case # 21926

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of April, 1949.

By B. Hyde Eagleson, Deputy.

OTTO F. PETERSON
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

* * *

VONDA E. JENKINS,

Plaintiff,

-vs-

LEONARD G. JENKINS,

Defendant.

* * *

COPY

NO. 21931

FILED

A. M. P. M.

APR 1 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

D E C R E E

The above entitled cause came on regularly to be heard and tried before the court at Boise, Ada County, Idaho, on the 1st day of April, 1949, the plaintiff appearing in person and by her attorneys, Anderson and Thomas, and the defendant not appearing either in person or by attorney;

And upon said hearing, it satisfactorily appearing to the court that the defendant herein, Leonard G. Jenkins, was personally and duly served with summons herein attached to a copy of the complaint referred to in the said summons and on file in this cause, and the defendant having failed to answer, demur or otherwise plead to said complaint and the time for answering, demurring or otherwise pleading to said complaint having expired, and the default of the defendant, Leonard G. Jenkins, having been duly entered according to law, and the court having heard the

testimony introduced in behalf of the said plaintiff and in support of her complaint; and upon consideration of the said testimony the court finds upon the cause of action of the plaintiff the issues in favor of said plaintiff and against the said defendant and finds that the said defendant has been guilty of extreme cruelty of and towards the plaintiff as set forth in said complaint and that by reason thereof said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between plaintiff and defendant dissolved and to be divorced from the said defendant;

The court further finds that the said plaintiff has been a bona fide resident of, and has continuously resided in, the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff, Vonda E. Jenkins, and the defendant Leonard G. Jenkins, be, and the same hereby is, dissolved and set aside, and the said plaintiff be, and she hereby is, forever divorced from the defendant, and each the said plaintiff and the said defendant is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be, and she hereby is, awarded the care, custody and control of the minor children of plaintiff and defendant, namely, Carol Joyce Jenkins, a daughter, born April 16, 1932, George Leonard Jenkins, a son, born March 13, 1934, Vonda Marie Jenkins, a daughter, born August 21, 1940, and Gary Alan Jenkins, a son, born December 17, 1945, and the defendant shall have the right to visit such children at all reasonable times and for reasonable periods of time at the home of the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said defendant shall pay to the said plaintiff for the support and maintenance of said minor children the sum of Twenty Dollars ($20.00) per month for each child until each such child shall reach the age of majority and that such monthly payments aggregating Eighty Dollars ($80.00) shall be made by said defendant to said plaintiff on the 1st day of May , 1949, and on the 1st day of each and every month thereafter until the said Carol Joyce Jenkins reaches the age of majority and said monthly payments shall thereafter be reduced to Sixty Dollars ($60.00) until the said George Leonard Jenkins reaches the age of majority and said monthly payments shall thereafter be reduced to Forty Dollars ($40.00) until the said Vonda Marie Jenkins reaches the age of majority and said monthly payments shall thereafter be reduced to Twenty Dollars ($20.00) until the said Gary Alan Jenkins reaches the age of majority.

Dated April 1, 1949.

CHARLES E. WINSTEAD
District Judge

3-fw

STATE OF IDAHO, } ss.
County of Ada }

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Vanda E. Jenkins

vs. No. 21931

Leonard G. Jenkins

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 1st day of April, 1949.

Otto F. Peterson
Clerk.

By Irma Hill, Deputy.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * * *

VERA MAE ANDERSON,

Plaintiff,

vs.

FRED COLE ANDERSON,

Defendant.

D E C R E E

No. 21937 Filed APR 15 1949 2 P.M. OTTO F. PETERSON, Clerk By CLYDE EAGLESON DEPUTY

* * * * * * * *

THIS CAUSE, Having been brought on to be heard this 15th day of April, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Boise, Ada County, Idaho, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Fred Cole Anderson, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Vera Mae Anderson, to the relief demanded in the complaint as prayed for;

That the above named plaintiff, Vera Mae Anderson, is now and has been a bona fide resident of the State of Idaho for a period of more than six full weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of Scott Edward Anderson and Carolyn Mae Anderson, the minor children of plaintiff and defendant, be awarded to the plaintiff herein.

DATED at Boise, Idaho, this 15th day of April, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Anderson vs Anderson
Case # 21937

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of April, 1949.

By B. Opie Eagleson, Deputy.

Otto F. Peterson
Clerk.

6110

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

NO. 21943 FILED A.M. P.M. APR 15 1949 OTTO F. PETERSON, Clerk BY DEPUTY

GEORGENE HAZEL DENNISON,

Plaintiff,

-vs-

LAWRENCE JOSEPH DENNISON,

Defendant.

DECREE OF DIVORCE

#21943

The above-entitled cause came on for hearing before the Court in open court at Boise, County of Ada, State of Idaho, on the 15th day of April, 1949. The plaintiff appeared in person, and through her attorney, Benj. F. Harrison, and the defendant did not appear, either in person or by attorney.

It appeared to the Court that the defendant had been served with process by personal service of a copy of the summons and complaint within the state as required by law and had failed to appear and answer the plaintiff's complaint filed in said cause, or otherwise plead thereto, and that no further time had been granted the defendant in which to appear and answer or plead to said cause; and it further appearing from plaintiff's affidavit and satisfactory evidence adduced that the defendant is not, and for more than sixty days prior to the commencement of this action has not been, in any branch of military service of the United States of America, or its allied nations, as contemplated by the Soldiers' and Sailors' Civil Relief Act of 1940, as amended; and it also further appearing that an order to show cause had been issued by this Court, and properly served upon the defendant, returnable on the 8th day of April, 1949, and that said defendant did not appear on said date, either in person or by attorney, and is therefore, and thereby, in contempt of this Court, and the Court had ordered the Clerk to enter the default

I-bfh

of said defendant according to law.

The plaintiff introduced evidence in behalf of her complaint, which was corroborated by the testimony of one witness as to her residence, and the cause was submitted to the Court for decision, and after considering the evidence and being fully advised, the Court finds the issues in favor of the plaintiff and against the defendant, and that defendant is guilty of habitual intemperance of the use of intoxicating drinks to that degree which has disqualified him a great portion of the time from properly attending to his business, and which has inflicted a course of great mental anguish upon the plaintiff as alleged in plaintiff's complaint, and plaintiff is entitled to have the bonds of matrimony existing between the plaintiff and defendant dissolved, and to be divorced from the defendant; and

THE COURT FURTHER FINDS That the plaintiff is a fit and proper person to have the custody, control and care of the minor children of the parties hereto, and that defendant is not a fit or proper person to have such custody; and

THE COURT FURTHER FINDS That defendant is an able bodied man, and mentally capable, and should be compelled to contribute to the support and maintenance of the said minor children during their majority; and

THE COURT FURTHER FINDS That, said defendant being in contempt of this Court, said defendant should be compelled to pay to the plaintiff her accrued Court Costs in this cause, and a reasonable attorney fee to defray the expense of prosecuting this cause, and finds that under the circumstances the sum of one hundred fif ty dollars is a reasonable attorney fee for such services.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

(1st) That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same hereby are,

dissolved, and the plaintiff divorced from the defendant; and

(2nd) That the plaintiff have the custody, control and care of the minor children of the parties hereto, Barbra Jean Dennison and Michael L. Dennison, until they reach their majority, provided, that defendant may visit said children at reasonable and seasonable times, but under no consideration when he has been drinking intoxicating drinks, and that neither party to this action shall remove either of said minor children from the state of Idaho without the written consent of the other party, or by an order of this Court after due notice to the other party; and

(3rd) That defendant pay to the plaintiff toward the support, maintenance and education of the said minor children, the sum of thirty dollars for each child on the first day of each and every month hereafter until such child reaches its majority, dies or is married; and

(4th) That defendant pay to the plaintiff the sum of twenty dollars and sixty cents for Court costs and Sheriff's fees, and the further sum of one hundred fifty dollars attorney fees.

Done in Open Court at Boise, Idaho, this 15th day of April, 1949.

Sgd/ Charles E. Winstead
JUDGE OF THE DISTRICT COURT,
THIRD JUDICIAL DISTRICT,
STATE OF IDAHO.

STATE OF IDAHO)
(ss
COUNTY OF ADA)

I, Otto F. Peterson, County Clerk of the County of Ada, in the State of Idaho, and ex-officio Clerk of the District Court of said County and State aforesaid, hereby certify that I have compared the foregoing copy of the divorce decree in the matter of Georgene Hazel Dennison vs. Lawrence Joseph Dennison with the original on file in said action, filed in my office on the I5th day of April, I949, and that the same is a full, true, and correct copy of the said original, with the indorsements thereon, and of the whole thereof, now on file in this action and in this office.

WITNESS My hand and the seal of the said Court this I5th day of April, I949.

OTTO F. PETERSON
CLERK

BY Lena Hill
DEPUTY

(SEAL)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY
NO 21951
FILED
A. M. P. M.
APR 22 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

EVA L. STEWART,
Plaintiff,
vs.
C. G. STEWART,
Defendant,

JUDGMENT AND DECREE

This cause coming on regularly to be heard this day, Plaintiff appearing in person and by counsel and the Defendant appearing not, either in person, by counsel or otherwise and it appearing to the Court that said Defendant was duly and regularly served with summons and complaint and that the time for the appearance of said Defendant has expired and a proper affidavit having been filed, showing that said Defendant is not in the military service nor entitled to the benefits and privileges of the Act of Congress cited and referred to as the Soldiers' and Sailors' Civil Relief Act of 1940 as amended, on motion of Plaintiff's Attorneys, the Default of said Defendant for failure to appear was thereupon ordered to be entered and the same was entered. The Court thereupon proceeded to the hearing of said cause and witnesses having been sworn and evidence was introduced by the Plaintiff in support of Plaintiff's complaint from which said evidence it appeared to the Court that all of the allegations of Plaintiff's complaint are sustained by evidence free from all objections as to competency, admissibility and sufficiency and that the said matters so alleged and proven are sufficient to entitle Plaintiff to the relief prayed for in said complaint and further that a certain property settlement agreement entered into by and between Plaintiff and Defendant under date of January 18, 1949 having been introduced in evidence and the case being closed and the law and the premises being understood and fully considered by the Court, the Court at this time makes and renders

this Judgment and Decree, as follows:

That the bonds of matrimony heretofore existing between Plaintiff and Defendant be and the same are hereby forever dissolved and held for naught and that Plaintiff is granted an absolute divorce from Defendant.

That the property settlement agreement above referred to and entered into by and between Plaintiff and Defendant is hereby ratified, confirmed and approved and Plaintiff is awarded the care, custody and control of Winston G. Stewart, the minor child of Plaintiff and Defendant, with the privilege on the part of Defendant to visit said child at reasonable times and intervals.

Done in Open Court this 22nd day of April, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree: Eva L. Stewart vs. C. G. Stewart No. 21951 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of April, 1949.

By Ima Hill, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

DONNA J. GOSS,
Plaintiff,
-vs-
LAVONE GOSS,
Defendant.

JUDGMENT

COPY
No. 21967
Filed
A. M. APR 15 1949 P. M.
OTTO F. PETERSON, Clerk
By E. CLYDE EAGLESON DEPUTY

THIS CAUSE, Coming on regularly for trial this 15th day of April, A.D. 1949, Frank F. Kibler, Esq., appearing as counsel for the plaintiff, and the defendant not appearing by counsel or otherwise, and it appearing to the Court that summons in this cause has been heretofore duly and regularly served upon the defendant herein personally in Canyon County, State of Idaho, and that the defendant has failed to answer, appear, or plead to the plaintiff's complaint herein within the time allowed by law, or at all, and on motion of Frank F. Kibler, Esq., attorney for the plaintiff, the default of the defendant for his failure to so appear, plead or answer plaintiff's complaint herein was duly and regularly entered by the Clerk of this Court on April 15th, 1949, pursuant to Order of the Court.

WHEREUPON, Witnesses were sworn and evidence introduced on behalf of the plaintiff and the cause submitted, from which it appears that all of the allegations of the complaint are sustained by testimony, free from all legal exceptions as to its competence, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, On motion of Frank F. Kibler, attorney for the plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby order, adjudge and decree, that the plaintiff shall have, and she hereby is, granted a divorce from the defendant on the grounds of extreme cruelty, and that the bonds of matrimony between said plaintiff and defendant are hereby dissolved; ~~and the said parties and each of them, are hereby released from all the obligations thereof,~~ and are hereby restored to the status of single, unmarried persons.

FRANK KIBLER
LAWYER
NAMPA, IDAHO

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE That the care, custody, control and education of the minor children, to-wit: Garry J.Goss, a son, age 11 years, Linda Rae Goss, a daughter, age 8 years, and Thomas L. Goss, a son, age 6 years, be and the same are, hereby awarded, given and granted to plaintiff, subject to the right of the defendant to visit said children at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE That the plaintiff, Donna J. Goss, have judgment against defendant Lavone Goss, for the partial support and maintenance of said minor children to be payable monthly at the rate of $ 60.00 per month, commencing with the month of April, 1949, and a like sum of $ 60.00 per month to be paid during each and every calendar month thereafter until said minor children attain the age of legal majority or further order of the Court;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that all and every kind of personal property and household goods now in possession of plaintiff be,and the same are, hereby awarded, given and granted to her as and for her own sole and separate property and to her heirs and assigns forever.

Done in Open Court at Boise in Ada County, Idaho this 15th day of April, A.D. 1949.

CHAS. F. KOELSCH

Chas. F. Koelsch

District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Goss vs Goss

Case # 21967

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of April, 1949.

By B [illegible], Deputy.

Otto F. Peterson

Clerk.

FRANK KIBLER
LAWYER
NAMPA, IDAHO

6113

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

* * *

MINNIE VIOLA WORTHEY,
Plaintiff,
-vs-
EMMETT RAYMOND WORTHEY,
Defendant.

* * *

DECREE

COPY
NO. 2190
FILED
APR 15 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

The above entitled cause came on regularly to be heard and tried before the court at Boise, Ada County, Idaho, on the 15th day of April, 1949, the plaintiff appearing in person and by her attorneys, Anderson and Thomas, and the defendant not appearing, either in person or by attorney;

And, upon said hearing it satisfactorily appearing to the court that the defendant herein, Emmett Raymond Worthey, was duly served with summons herein attached to a copy of the complaint referred to in the said summons and on file in this cause, and the defendant having failed to answer, demur or otherwise plead to said complaint and the time for answering, demurring or otherwise pleading to said complaint having expired, and the default of the defendant, Emmett Raymond Worthey, having been duly entered according to law, and the court having heard testimony introduced

in behalf of the said plaintiff and in support of her complaint; and upon consideration of the said testimony the court finds upon the first cause of action of the plaintiff the issues in favor of said plaintiff and against the said defendant and finds that the said defendant has been guilty of wilful neglect of and toward the plaintiff as set forth in said complaint and the court finds upon the second cause of action of the plaintiff the issues in favor of said plaintiff and against the said defendant and finds that the said defendant has been guilty of wilful desertion of and toward the plaintiff as set forth in said complaint and that by reason thereof said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between plaintiff and defendant dissolved and to be divorced from the said defendant;

The court further finds that there has been born to the plaintiff and defendant as the issue of said marriage two minor children, namely, Rayola Marie Worthey, a daughter, and Thomas Emmett Worthey, a son, and that said minor children are now in the care and custody of the plaintiff;

The court further finds that the said plaintiff has been a bona fide resident of, and has continuously resided in, the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff, Minnie Viola Worthey, and the defendant, Emmett Raymond Worthey, be, and the same hereby are, dissolved, and the

said plaintiff be, and she hereby is, forever divorced from the defendant, and each the said plaintiff and the said defendant is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be, and she is hereby, awarded the sole and exclusive custody and control of the minor children of said marriage of the plaintiff and defendant, to-wit: Rayola Marie Worthey, a daughter, and Thomas Emmett Worthey, a son.

Dated April 15th, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree, Worthey vs Worthey Case # 21990

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of April, 1949.

By B. Lyle Eagleson, Deputy.

Otto F. Peterson
Clerk.

3-pho

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

* * * * * *

BESSIE SCHIEDEL,
Plaintiff,
-vs-
JOSEPH SCHIEDEL,
Defendant.

* * * * * *

DECREE

COPY
APR 22 1949
OTTO F. PETERSON, Clerk
By [illegible] DEPUTY

The above-entitled action came on regularly to be heard and tried before the Court at Boise, in the County of Ada, State of Idaho, sitting without a jury, on the 22nd day of April, 1949, plaintiff appearing in person and with her attorney, Milo Axelsen, and the defendant not appearing either in person or by attorney; and the Court having heretofore entered the default of the defendant, the Court proceeded to hear the evidence introduced in support of plaintiff's complaint; and it appearing to the Court that the defendant is guilty of extreme cruelty, and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED and DECREED That the Plaintiff, Bessie Schiedel, be divorced from the Defendant, Joseph Schiedel, and that the bonds of matrimony heretofore existing between the Plaintiff and the Defendant be dissolved.

Dated at Boise, Ada County, State of Idaho, this 22nd day of April, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deeree, Schirdel vs Schirdel

Case # 21991

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of April, 1949.

By T B Hyde Eaglesom, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

CLARAEE NICOLLS,
Plaintiff,
-vs-
CARROLL E. NICOLLS,
Defendant.

DECREE

COPY
NO. 21996
FILED
A. M. P. M.
APR 22 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

The above entitled cause came on regularly to be heard and tried before the court, sitting without a jury on the 22nd day of April, 1949, the plaintiff appearing in person and by Eugene H. Anderson of the firm of Anderson and Thomas, her attorneys, and the defendant appearing by George L. Ambrose, his attorney; and, the said cause was thereupon tried upon the complaint of the plaintiff and the answer of the defendant, and, the court having heard the testimony and being fully advised in the premises, and findings of fact and conclusions of law having been expressly waived by stipulation of the parties filed in the above entitled cause;

And, there having been offered and admitted in evidence an agreement made and entered into by and between the plaintiff and defendant under the date of March 25, 1949, in words and figures as follows:

AGREEMENT

Between CARROLL E. NICOLLS,
First Party,

and

CLARAEE NICOLLS,
Second Party.

THIS AGREEMENT, Made this 25th day of March, 1949, by and between CARROLL E. NICOLLS, hereinafter designated as the first part, and CLARAEE NICOLLS, hereinafter designated as the second party,

W I T N E S S E T H:

WHEREAS, the parties hereto were married each to the other at Boise, County of Ada, State of Idaho, upon the 9th day of November, 1947, and ever since have been, and now are, husband and wife; and,

WHEREAS, the parties herein separated on the 20th day of February, 1948, and have ever since lived separate and apart from each other, and are now living separate and apart from each other; and,

WHEREAS, on the 24th day of February, 1949, the second party instituted an action against the first party in the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, for divorce; and,

WHEREAS, The said action is still pending and undetermined; and,

WHEREAS, The said parties have agreed upon a satisfactory and reasonable and just disposal of all of the property in which the parties are jointly interested;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties herein contained, IT IS MUTUALLY AGREED AS FOLLOWS:

That it shall be lawful for the said parties to continue to live separate and apart from each other, during the term of their natural lives; and, that each of said parties shall, at all times, live separate and apart from the other as if sole and unmarried, and may reside, from time to time, at such place or places, and may conduct, carry on and engage in any employment, business or trade that either shall deem fit, without any control, restraint or interference, directly or indirectly, by the other party hereto.

That neither party shall molest the other, nor compel the other to dwell with him, or her, by any legal proceedings or otherwise.

That neither party shall be obligated in any respect to maintain or support the other.

That neither party hereto has in his or her possession or control any of the separate property of the other.

That the first party hereby transfers, conveys and sets over to the second party all of the right, title and interest of the first party, as community property or otherwise, in and to that certain Contract of Sale, dated December 9th, 1947, wherein the Home Finance Company of Boise, Idaho, is the seller and the parties hereto are the buyers, for the purchase from the Home Finance Company of the following real property situate in Ada County, State of Idaho, more particularly described as follows, to wit:

> Lots eleven, twelve and thirteen, of block four, of Randall Acres Subdivision No. 4, as shown by the recorded plat on file in the office of the County Recorder of Ada County, Idaho;

and in and to all such land, so that said contract from the Home Finance Company of Boise, Idaho, and all of the right, title and interest of the first party in and to said land shall be owned by the second party as her own sole and separate property.

IT IS SPECIFICALLY UNDERSTOOD AND AGREED by and between the parties hereto that the first party shall make, execute and deliver all such instruments of transfer and conveyance as the second party shall require at any time in the future to perfect title to the said property hereby transferred and conveyed to the second party.

The second party hereby releases the first party from all claims and demands of every character arising out of the marital status of said parties, including attorney's fees in the said divorce action pending between the parties, costs, temporary alimony, permanent alimony, support and maintenance, right of family allowance and right to inherit and all claims of every character and description held by the second party against the first party, save as herein provided.

IT IS FURTHER UNDERSTOOD AND AGREED That this agreement shall be in force and in effect as of the date hereof and the same may be approved and confirmed by the court and the terms hereof carried into any decree granted in the pending or any subsequent divorce action between the parties.

IN WITNESS WHEREOF, the said parties have hereunto set their hands as of the day and year herein first above written.

Carroll E. Nicolls
Carroll E. Nicolls

Claraee Nicolls
Claraee Nicolls

And, it appearing to the court that such agreement is fair and equitable and should be confirmed and approved by the court;

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED by the court as follows:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff, Claraee Nicolls, divorced from the defendant, Carroll E. Nicolls, and each of the parties hereto restored to the status of a single person; and that the plaintiff's maiden name, Clarae Laughlin, be and the same is hereby restored to her.

That the said agreement in writing made and entered into by and between the plaintiff and defendant under the date of the 25th day of March, 1949, and placed in evidence and hereinbefore set forth, settling, adjusting and composing all property rights of the plaintiff and defendant with reference to each other, be, and the said agreement hereby is, approved, ratified and confirmed, and each the plaintiff and defendant is hereby ordered and directed to comply with the terms thereof;

That the contract of sale, dated December 9th, 1947, wherein the Home Finance Company of Boise, Idaho, is the seller and the parties hereto are the buyers, for the purchase from the Home Finance Company of the following real property situate in Ada County, State of Idaho, more particularly described as follows, to wit:

> Lots eleven, twelve, and thirteen, of block four, of Randall Acres Subdivision No. 4, as shown by the recorded plat on file in the office of the County Recorder of Ada County, Idaho;

and the lands therein described, are the separate property of the plaintiff and all claim thereto which the defendant may have as community property is hereby awarded to the plaintiff;

That the defendant shall make, execute and deliver to the plaintiff all instruments of transfer and conveyance as shall

be required at any time in the future to perfect title to any of said property hereby awarded to the plaintiff;

That each the plaintiff and defendant at all times comply with and fulfill the terms, provisions, and conditions of said agreement hereby confirmed and approved and incorporated herein.

Done in open court this 22nd day of April, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Clarace Nicolls
vs. No. 21996
Carroll E. Nicolls

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of April, 1949.

By Inma Hill, Deputy.

Otto F. Peterson
Clerk.

5-fw

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

6116

* * * * * * *

EILEEN S. STEELE,

Plaintiff,

vs.

REX D. STEELE,

Defendant.

NO 21997
FILED
A.M. P. M.
APR 1 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

D E C R E E

* * * * * * *

THIS CAUSE, Having been brought on to be heard this 1st day of ~~March~~ April, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in San Mateo County, California, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Rex D. Steele, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibilty and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Eileen S. Steele, to the relief demanded in the complaint as prayed for;

That the plaintiff herein, Eileen S. Steele, is now and has been a bona fide resident of the State of Idaho for a period of more than six full weeks immediately preceding the commencement of this action.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the legal care, custody and control of Donna Eileen Steele, Victoria Rexeen Steele and Leota DeFayne Steele, the minor children of plaintiff and defendant be awarded to the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That all the right, title, and interest of the defendant, Rex D. Steele, in and to the following described real property, to-wit:

Lots Twenty (20) and Twenty-one (21) in Block Three (3) of Denver Subdivision to Boise City, in Ada County, State of Idaho.

is hereby set over to the plaintiff, Eileen S. Steele, to have and to hold as her sole and separate property.

DATED At Boise, Idaho, this 1st day of ~~March~~ April, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Eileen S. Steele
vs. No. 21997
Rex D. Steele

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 1st day of April, 1949.

By Irma Hill, Deputy.

Otto F. Peterson
Clerk.

6117

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

IVAN P. WINTERS,

Plaintiff,

-vs-

DORTHA E. WINTERS,

Defendant.

No. 22000
FILED
APR 19 1949
A.M.
CLERK

DECREE OF DIVORCE

#22000

The above-entitled cause came on for hearing before the Court in open court at Boise, County of Ada, State of Idaho, on the 15th day of April, 1949, and was continued until 2 o'clock P. M, April 18th, 1949. The plaintiff appeared in person, and through his attorney, Benj. F. Harrison, and the defendant did not appear, either in person or by attorney.

It appeared to the Court that the defendant had been served with process by personal service of a copy of the summons and complaint within the state as required by law and had failed to appear and answer the plaintiff's complaint filed in said cause, or otherwise plead thereto, and that no further time had been granted the defendant in which to appear and answer or plead to said cause; and it further appearing from plaintiff's affidavit and satisfactory evidence adduced that the defendant is not, and for more than sixty days prior to the commencement of this action has not been, in any branch of military service of the United States of America, or its allied nations, as contemplated by the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court had ordered the Clerk to enter the default of said defendant according to law.

The plaintiff introduced evidence in behalf of his complaint, which was corroborated by the testimony of one witness as to

his residence, and the cause was submitted to the Court for decision, and after considering the evidence and being fully advised, the Court finds the issues in favor of the plaintiff and against the defendant, and that the defendant has been guilty of extreme cruelty of and toward the plaintiff as alleged in the complaint, and that said plaintiff is entitled to have the bonds of matrimony existing between the plaintiff and defendant dissolved, and to be divorced from the defendant; and the Court further finds that it is for the best interests of the minor children, and the parties hereto, that the said minor children be placed in the custody and control of the defendant subject to said minor children continuing to receive proper care, support and maintenance; and the Court further finds that the property settlement agreement made and entered into by the parties hereto is fair and just, and that adequate provisions have been made therein for the support and maintenance of the said minor children.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

(Ist) That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff divorced from the defendant; and

(2nd) That the defendant have the care, custody and control of the minor children of the parties hereto, Donald R. Winters and Donna Winters, subject to a continuation of proper care, support and maintenance, and this Court hereby retains jurisdiction by a continuation of a final award of the care, custody and control of said minor children for one year from date of this decree, and this award of the care, custody and control of the said minor children shall only become final in the event said minor children are properly cared for, supported, educated and maintained; and

(3rd) That the property settlement agreement made and entered into by the parties hereto on the 23rd day of February, 1949, be, and the same is hereby, approved and confirmed, as being fair and just, and as making reasonable and adequate provisions for financial aid to the support and maintenance of the minor children of the parties hereto.

Done in Open Court at Boise, Idaho, this 19th day of April, 1949.

Sgd/ Charles E. Winstead
JUDGE OF THE DISTRICT COURT,
THIRD JUDICIAL DISTRICT,
STATE OF IDAHO.

STATE OF IDAHO)
(ss
COUNTY OF ADA)

I, Otto F. Peterson, County Clerk of the County of Ada, in the State of Idaho, and ex-officio Clerk of the District Court of said County and State aforesaid, hereby certify that I have compared the foregoing copy of the divorce decree in the matter of Ivan P. Winters vs. Dortha E. Winters with the original on file in said action, filed in my office on the 19th day of April, 1949, and that the same is a full, true, and correct copy of the said original, with the indorsements thereon, and of the whole thereof, now on file in this action and in this office.

WITNESS My hand and the seal of the said Court this 19 th day of April, 1949.

OTTO F. PETERSON
CLERK
BY Irene Hill
DEPUTY.

(SEAL)

4

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO. 22014
FILED
A.M. P.M.
APR 1 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

VERA M. CARR,

Plaintiff,

vs.

EDGAR G. CARR,

Defendant.

DECREE OF DIVORCE

This matter coming on regularly for trial before the Court without a jury on this 1st day of April, 1949, the plaintiff appearing in person and with counsel, Wm. F. Galloway, and defendant having been regularly served with summons and having failed to appear and his default having been duly entered; evidence having been introduced by and on behalf of plaintiff; the court having found, and hereby finds, that each and all of the allegations of plaintiff's complaint are true, and the matter having been submitted to the Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby dissolved.

That the Separation Agreement entered into by the parties, copy of which is annexed hereto and made a part hereof as fully as though set forth in haec verba be approved and the property be distributed therewith and as follows:

Plaintiff is to receive as her sole and separate property the following described property:

Lot 21 of Block 14 of Lambertons Addition, Ada County, Idaho;

Thirty-eight ($38.00) Dollars deposited in the Continental

State Bank, Refrigerator, Presto Cooker and Pressure Cooker.

Defendant is to receive as his sole and separate property the parties' 1940 Studebaker 4 Door Sedan, Model 2G, Motor No. 37186, Serial G 33133.

That the parties' residence consisting of the following described property is to be sold and the proceeds distributed in accordance with said Separation Agreement:

Lot 17 of Nietert Subdivision in Section 4
Township 3 North, Range 2 East Boise Meridian,
Ada County, Idaho.

DATED AND SIGNED at Boise, Idaho, this 1st day of April, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 1st day of April, 1949.

OTTO F. PETERSON
Clerk of the District Court
By Irma Hill
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO. 22015

FILED

_____ A. M. _____ P. M.

APR 15 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

BEATRICE M. ABBOTT,

Plaintiff,

vs.

DAN ABBOTT,

Defendant.

DECREE OF DIVORCE

The above entitled action came on regularly for hearing before the court, April 15, 1949, at Boise, Idaho. The plaintiff appeared in person and with her attorney, Ariel L. Crowley. No person appeared for or on behalf of the defendant.

It appearing to the court that due and lawful personal service of summons and complaint within the state of Idaho has been had and made upon the defendant, Dan Abbott, for the time and in the manner provided by law and that the time for appearance by the said Dan Abbott has expired without appearance; that he is not in any military service and order so establishing has been entered herein; and that the default of the said defendant has been duly entered,

NOW THEREFORE, upon motion of the plaintiff the court proceeds to reception of testimony and finds the allegations of the complaint sustained by the proof, free of exception and objection. Express findings of fact and conclusions of law being waived, the court finds generally for the plaintiff and against the defendant and finds that the plaintiff is entitled to a decree of divorce, to the custody of the children, Dan Dwight Abbott and Wayne Elliott Abbott, subject to reasonable rights of visitation by the defendant and is entitled to the sum of $150.00 per month as a reasonable allowance for the support of the said minor children during their minorities.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the bonds of matrimony heretofore existing between the plaintiff, Beatrice M. Abbott and the defendant, Dan Abbott, be and

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

They are absolutely dissolved and the said parties are hereby divorced.

2. That the plaintiff have and she is awarded the permanent care, custody, control and keeping of the children, Dan Dwight Abbott and Wayne Elliott Abbott subject to the right of the defendant, Dan Abbott to visit the said children and be visited by them at reasonable times.

3. The plaintiff is awarded and the defendant is required to pay to the plaintiff for the support of the said minor children, the sum of $75.00 for each of said children each month during the minority of said children, an aggregate of $150.00 per month, commencing with the month of May, 1949 and continuing during their respective minorities.

4. The plaintiff is awarded and there is set over to her to be her separate property all of the personal property of the parties, except the automobile and the defendant's clothing and apparel and intimate personal articles.

Rendered, dated and entered, April 15, 1949.

CHARLES E. WINSTEAD

District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce, Beatrice M. Abbott vs Dan Abbott

No. 22015

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15TH day of April, 1949.

By Irma Hill, Deputy.

Otto F. Peterson
Clerk.

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

- - - - - -

GOLDIA LAVONNE BERRY,

Plaintiff,

vs.

CECIL LIONEL BERRY,

Defendant.

COPY

NO. 22016

FILED

_____ A. M. _____ P. M.

APR 1 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

JUDGMENT

- - - - - -

The above entitled cause came on regularly for hearing before the Court, sitting without a jury, on the 1st day of April, 1949, on the complaint of plaintiff, and the records and files in said action, Ralph R. Breshears, attorney at law, of Boise, Idaho, appearing as attorney for said plaintiff, and the said defendant not appearing in person or by attorney or at all.

It appeared to the Court from the records and files in said action that the said defendant, Cecil Lionel Berry, had been duly and regularly served with summons in said action, and that said defendant had not appeared in person or by attorney or at all in said action, nor answered or pleaded to the complaint on file therein within the time specified in said summons, or within the time allowed by law, or at all, and that such time has expired and default of the said defendant was thereupon duly entered by order of the Court for failure to so appear or plead.

Evidence was thereupon introduced in behalf of the plaintiff in support of the allegations contained in said complaint, the testimony of said plaintiff being corroborated by the testimony of other witnesses, and the Court

having heard the evidence and the proofs and duly considered the same, and being fully advised in the premises, finds that each and all the allegations contained in the complaint in said action are true.

WHEREUPON, IT IS ORDERED, That judgment be entered in favor of the p laintiff and against the defendant as prayed in plaintiff's complaint.

NOW, THEREFORE, On motion of Ralph R. Breshears, attorney for said plaintiff, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I

That the bonds of matrimony heretofore existing between said plaintiff and defendant be and they are hereby dissolved and set aside, and the plaintiff and the said defendant shall be and they are hereby absolutely and finally divorced and freed of all obligations of their said marriage.

II

That the following described property of plaintiff and defendant is hereby assigned to the plaintiff, Goldia Lavonne Berry; and that the said Goldia Lavonne Berry is hereby adjudged and decreed to have and own all of the said property, which is particularly described as follows, to-wit:

1947 Model Chevrolet, Motor No. EAA-592,375, Serial No. 6EKL44123;

Idaho Mutual Benefit Association, Life Insurance Policy No. GB1241-6, dated March 16, 1942, in the amount of $2,000.00, and upon the lives of the plaintiff and defendant, and payable to the plaintiff and defendant as beneficiaries;

Two chairs, cedar chest, silverware, one-half of the cooking utensils, one-half of all dishes, clothes hamper, toaster, one-half of all bedding, and radio (table);

to have and to hold all of the aforesaid and described property unto the said plaintiff, Goldia Lavonne Berry, her heirs, successors and assigns, for her sole and separate use and benefit, forever, and to hold and enjoy all of the same, including the rents, issues and profits thereof, as and for her separate estate, free of all right, claim or control of the defendant, Cecil Lionel Berry, in or to the same or any part thereof, as community property or otherwise.

III

That the following described property of plaintiff and defendant is hereby assigned to the defendant, Cecil Lionel Berry, and that the said Cecil Lionel Berry is hereby adjudged and decreed to have and own all of the said property, which is particularly described, as follows:

> One Pinto Mare, one Bay Gelding, two Saddles, two Bridles and Strappings, and one Navajo Saddle Blanket; Majestic radio, floor lamp, two chairs, one-half of all cooking utensils, one-half of all dishes, and one-half of all bedding;

to have and to hold all of the aforesaid and described property unto the said defendant, Cecil Lionel Berry, his heirs, successors and assigns, for his sole and separate use and benefit, forever, and to hold and enjoy all of the same, including the rents, issues and profits thereof, as and for his separate estate, free of all right, claim or control of the plaintiff, Goldia Lavonne Berry, in or to the same or any part thereof, as community property or otherwise.

IV

That the plaintiff be restored to her maiden name, GOLDIA LAVONNE REED.

DONE in open court, this 1st day of April, 1949.

CHARLES E. WINSTEAD

Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Judgment: Goldia Lavonne Berry
vs. No. 22016
Cecil Lionel Berry

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 1st day of April, 1949.

By Irma Hill, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

JEANNINE STRAIN,

Plaintiff,

vs.

LEROY STRAIN,

Defendant.

JUDGMENT AND DECREE

COPY

No. 22019

FILED

A. M. APR 8 1949 P. M.

OTTO F. PETERSON, Clerk

By S. CLYDE EAGLESON DEPUTY

This cause coming on regularly to be heard on the 8th day of April, 1949, before the Court without a jury, Elam and Burke appearing for said plaintiff, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant and that the time for answering, demurring or appearing has expired and that the default of said defendant, LeRoy Strain, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered herein.

WHEREUPON evidence, duly corroborated as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility and sufficiency, and it further appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and the premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this does ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony between plaintiff and defendant be, and the same are hereby forever dissolved.

2. That plaintiff's prior name of Jeannine Palmer be and the same is hereby restored to her.

Dated April 8th, 1949.

CHAS. F. KOELSCH
District Judge

ELAM AND BURKE
ATTORNEYS AT LAW
BOISE, IDAHO

C E R T I F I C A T E

STATE OF IDAHO,)
) ss.
COUNTY OF ADA.)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree:

Jeannine Strain, Plaintiff,

vs. No.22019

LeRoy Strain, Defendant

filed in the above entitled action and remaining now in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of April, 1949.

OTTO F. PETERSON, Clerk

By B. Olson Eagleson
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

LOIS COLLINS,

Plaintiff,

vs.

ROBERT COLLINS,

Defendant.

JUDGMENT AND DECREE

COPY

No. 22020

FILED

A. M. ____ P. M.

APR 7 1949

OTTO F. PETERSON, Clerk

By E. CLYDE EAGLESON

DEPUTY

This cause coming on regularly to be heard on the 7th day of April, 1949, before the Court without a jury, Elam and Burke, attorneys appearing for said plaintiff, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and that the time for answering, demurring or appearing has expired, and that the default of said defendant, Robert Collins, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered herein.

WHEREUPON evidence, duly corroborated as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility and sufficiency; and it further appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and the premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this does ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony between plaintiff and defendant be, and the same are hereby forever dissolved; that plaintiff be restored to her former name of Lois Peterson.
2. That the plaintiff have as her sole and separate property the furniture and household effects of plaintiff and defendant, consisting of a refrigerator, table and chair set, end tables, etc.

3. That the defendant have as his sole and separate property the 1938 Chevrolet automobile.

Dated April 7th, 1949.

CHAS. F. KOELSCH

District Judge

LAM AND BURKE
ATTORNEYS AT LAW
BOISE, IDAHO

STATE OF IDAHO,)
) ss. CERTIFICATE
COUNTY OF ADA.)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree:

Lois Collins, Plaintiff,

vs. No. 22020

Robert Collins, Defendant.

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of April, 1949.

OTTO F. PETERSON, Clerk

By B [signature] Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF ADA.

Genevieve Leone Carey,
Plaintiff,
VS.
Ralph L. Carey,
Defendant.

DECREE.

COPY
No. 22022
FILED
APR 1 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

This cause came on regularly for trial by the Court without a jury on the first day of April, 1949, S. D. Fairchild appearing as attorney for the plaintiff; the defendant not appearing either in person or at all, and it appearing from the affidavit of the plaintiff that the defendant is not now in the military service of the United States of America, and is not a person in such service as defined in Section 101 (1) of the Act of Congress approved October 17th 1940, as amended, nor of any other act of Congress or of the legislature of any of the several states of the Federal Union of the United States of America, duly adopted and approved, the default of the defendant for his failure to appear or plead in said action within the time prescribed by law, he having been personally served with summons in said action more than twenty days prior to the time of the entering of said default was entered; whereupon the Court proceeded to the trial of said cause; witnesses were duly sworn and were examined by Court and counsel, and testified upon behalf of the plaintiff, and documentary evidence was offered in evidence and admitted, and the cause was finally submitted to the Court for consideration and decision, and the Court having considered the same and being fully advised in the premises, now hereby finds and decides that all of the allegations of plaintiff's complaint are true, the same having been shown by sufficient competent evidence as required by law, and that the plaintiff is entitled to a decree as prayed for in her verified complaint herein, save only that the name of the minor child, Kathleen Anne Carey, will not be changed to Kathleen Anne Potter as prayed for in said complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That the marriage of the plaintiff and the defendant be, and the same is hereby dissolved, absolutely annulled and declared null and void.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff have restored to her the family name Potter; that she be and hereby is awarded the full and absolute custody of the minor child of the parties hereto, Kathleen Ann Carey, and that all of the property of said parties mentioned in plaintiff's verified complaint be and hereby is awarded to the plaintiff, to-wit: One Vonola Washing machine, one overstuffed davenoe together with one overstuffed chair matching the same, one electric food mixer, one nine by twelve rug, one baby bed, one double bed, one dining table, one kitchen table, eight kitchen and dining room chairs together with all kitchen, cooking utensils and dishes heretofore belonging to the parties.

Done this first day of April, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deeree, Carey vs Carey Case # 22022

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 1st day of April, 1949.

By T. B. Hyde Eaglesom, Deputy.

Otto F. Peterson
Clerk.

6124

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

COPY

NO. 22031 FILED P. M.

A. M. APR 15 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL DEPUTY

UNETA STOUFFER,

Plaintiff

-vs-

CLARENCE STOUFFER,

Defendant.

D E C R E E.

THIS CAUSE, Coming on for hearing before the Court this 15th day of April, 1949, on plaintiff's complaint and it appearing to the Court that the defendant, Clarence Stouffer was personally served with Summons and a copy of the complaint in the manner required by law and by order of this Court on the 21st day of March, 1949, in the County of Park, State of Wyoming, and the said defendant having failed to appear or answer and the time allowed for answering having now expired and the default of the defendant having been entered herein according to law and the plaintiff appearing in person and by her attorneys, Fredricks & Jeppesen and the defendant failing to appear in person or otherwise and the Court having heard the testimony of witnesses sworn and testifying in behalf of the plaintiff and the residence of the plaintiff having been corroborated by additional testimony and it appearing to the Court that the allegations of plaintiff's complaint are true and that the plaintiff is entitled to the relief therein prayed for and the Court having fully considered the matter and being now fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the plaintiff, Uneta Stouffer, be and she is hereby divorced from the defendant, Clarence Stouffer and that the bonds of matrimony, heretofore existing between the parties, be and

LAW OFFICES

FREDRICKS & JEPPESEN

201 FIDELITY BLDG. BOISE, IDAHO

the same are hereby dissolved and held for naught.

CHARLES E. WINSTEAD
District Judge

Dated this day of April, 1949.

STATE OF IDAHO |
: ss
COUNTY OF ADA |

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original decree in the action of UNETA STOUFFER, plaintiff vs., CLARENCE STOUFFER, defendant, filed in the above entitled action and remaining now on file in my office at Boise, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of April, 1949.

Otto F. Peterson
Clerk

BY: Irma Hill
Deputy

X

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

MAMIE LAMB,

Plaintiff,

-vs-

AARON A. LAMB,

Defendant.

COPY

NO 22039

FILED

A. M. P. M.

APR 22 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

D E C R E E

The above entitled cause came on regularly to be heard and tried before the Court at Boise, Ada County, Idaho, on the 22nd day of April, 1949, the plaintiff appearing in person and by her attorney, Pete Leguineche, and the defendant not appearing either in person or by his attorney;

And upon said hearing it satisfactorily appearing to the Court that the defendant herein, Aaron A. Lamb, was personally and duly served with summons herein attached to a copy of the complaint referred to in the said summons and on file in this cause, and the defendant has failed to answer, file a demurrer, or otherwise plead to the said complaint, and the time for so answering, demurring or otherwise pleading to said complaint having expired; and it satisfactorily appearing to the Court from an affidavit filed by the plaintiff that the defendant is not in the military service of the United States of America in any capacity whatsoever, and the default of the said defendant, Aaron A. Lamb, having been duly entered according to law, and the Court having heard the testimony introduced in behalf of the said plaintiff and in support of her complaint, and the

cause having been thereupon submitted, and upon consideration of said testimony, the Court finds: That the defendant has been guilty of extreme cruelty and that as a result thereof plaintiff is entitled to be divorced from said defendant;

The Court further finds that the said plaintiff has been a bona fide resident of and has continuously resided in the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED By this Court that the bonds of matrimony heretofore and now existing between plaintiff and defendant be and the same hereby are dissolved, and each the said plaintiff and the said defendant is hereby restored to the status of a single person.

Dated this 22nd day of April, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Mamie Lamb
vs. No. 22039
Aaron A. Lamb

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of April, 1949.

By Iona Hill, Deputy.

Otto F. Peterson
Clerk.

X

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

KATHRYN G. BECKER,
Plaintiff,
-vs-
RICHARD E. BECKER,
Defendant.

DECREE

COPY
No. 22056
FILED
APR 30 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

The above entitled cause came on regularly to be heard and tried before the Court on the 29th day of April, 1949, the plaintiff appearing in person and by her attorney, Pete Leguineche, and the defendant not appearing either in person or by attorney;

And upon said hearing, it satisfactorily appearing to the Court that the defendant herein, Richard E. Becker, was personally and duly served with summons herein attached to a copy of the complaint referred to in the said summons and on file in this cause, and the defendant has failed to answer, file a demurrer, or otherwise plead to the said complaint, and the time for so answering, demurring or otherwise pleading to said complaint having expired; and it satisfactorily appearing to the Court from an affidavit filed by the plaintiff that the defendant is not in the military service of the United States of America in any capacity whatsoever, and the default of the said defendant, Richard E. Becker, having been duly entered according to law, and the Court having heard the testimony introduced in behalf of the said plaintiff and in support of her complaint, and the cause having been thereupon submitted, and upon consideration of said

testimony, the Court finds: That the defendant has been guilty of extreme cruelty and further that defendant has failed and neglected to provide for plaintiff and the minor children, and that as a result thereof plaintiff is entitled to be divorced from said defendant;

And the Court further finds that the said plaintiff has for more than six weeks immediately preceding the commencement of this action continuously resided in the State of Idaho and has been and is a bona fide resident of said state for more than such period immediately preceding the commencement of this action;

The Court further finds that there have been born as the issue of the said marriage between plaintiff and defendant two minor children of the names and ages as follows:

Richard Edward Becker, Jr., a boy, age 22 months, and

Mary Joanne Becker, a girl, age 8 months;

And the Court further finds that the plaintiff is the fit and proper person to have the custody of the minor children of plaintiff and defendant;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and the same hereby are, dissolved and plaintiff and defendant be, and they hereby are, forever divorced from each other.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That said defendant pay to the said plaintiff for the support and maintenance of said minor children and of the said plaintiff the sum of Fifty Dollars ($50.00) per month.

Dated this 29th day of April, 1949.

CHAS. F. KOELSCH

District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, ~~do~~ hereby certify that the foregoing is a true and correct copy of the original

Decree, Becker vs Becker
Case # 22056

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of April, 1947.

By B. Pope Engleson, Deputy.

OTTO F. PETERSON
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

LOTUS J. ABBOTT,

Plaintiff,

-vs.-

WILLIAM C. ABBOTT,

Defendant.

JUDGMENT AND DECREE

COPY
APR 22 1949
OTTO F. PETERSON, Clerk
By A. CLYDE EARLESON DEPUTY

THIS CAUSE Coming on regularly to be heard on the ___day of April, 1949, before the Court without a jury, plaintiff appearing in person and being represented by MOFFATT and YOUNG, her counsel, and the defendant having failed to appear in person or by counsel, and it appearing to the Court that Summons in the above entitled cause has heretobefore been duly and regularly issued and due service of process on said defendant had, and that the time for answering, demurring or appearing has expired, and that the default of William C. Abbott, the defendant, for failing to appear, answer or demur within the time prescribed by law has heretofore been duly entered herein;

WHEREUPON, Evidence duly corroborated as required by law, was introduced by plaintiff, in which it appears to the Court that the allegations of plaintiff's cause of action contained in plaintiff's complaint on file herein are sustained by the testimony, free from all objections as to competency, admissibility and sufficiency; and it further appearing that the matters so alleged and proved are sufficient to entitle the plaintiff to judgment and decree in accordance with the complaint; and the case being closed, and the law in the premises being fully understood by the Court, the Court makes and enters this final judgment and decree:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree:

1. That the bonds of matrimony heretofore and now existing between plaintiff and defendant are forever dissolved.

2. That the household furniture and fixtures in the possession of the plaintiff are declared to be her sole and separate property.

DATED This 22nd day of April, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment in Decree, Abbott vs Abbott Case # 22057

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of April, 1949

By P B Applegate, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

* * * * *

COPY
No. 22027
Filed APR 29 1949 P.M.
CTLE P. PETERSON, Clerk
By L. CLYDE EARLESON DEPUTY

FRANCES SMITH,

Plaintiff,

vs

J. HUGH SMITH,

Defendant.

JUDGMENT AND DECREE

* * * * *

THIS CAUSE, Coming on regularly to be heard on the 29th day of April, 1949, before the court without a jury and the plaintiff appearing in person and C. Stanley Skiles, attorney for the plaintiff, appearing for the said plaintiff, and the defendant having been duly served with process, and the time for answering, demurring or appearing having expired, the default of said defendant, J. Hugh Smith, for failing to appear, answer or demur within the time prescribed by law and by the order of this court having been heretofore duly entered herein.

WHEREUPON Evidence duly corroborated, as required by law, was introduced by the plaintiff whereby it appears to the court that the allegations of the plaintiff's cause of action contained in plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility, and sufficiency, and it further appearing that the matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the said cause having been submitted to the court for its consideration and decision and the case being closed and the law in the premises being fully understood by the court, the court at this time makes and renders its final judgment and decree.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, And this does order, adjudge and decree:

1. That the bonds of matrimony heretofore existing between the plaintiff and defendant be forever dissolved.

2. That the minor children of said marriage, namely: Mary Etta Smith, Jay Hugh Smith and Malva June Smith, are hereby given to the custody and control of the defendant, J. Hugh Smith, provided, that the plaintiff shall have the right to visit said minor children at any and all reasonable times, and the plaintiff shall have the right to have said minor children or any of them visit her at any reasonable time, provided, further, that the right of plaintiff to have the said minor children or any of them visit her shall not be so construed as to interfere with the education of any of the minor children.

Dated this 29th day of April, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO)
) ss
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree filed in the above-entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of April, 1949.

OTTO F. PETERSON
Clerk

by B. Ryle Ferguson
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF [illegible]

COPY
NO. 22037
FILED
A. M. P. M.
APR 29 1949
OTTO F. PETERSON, Clerk
BY IRMA MIL
DEPUTY

HOYT ALTMAN,

Plaintiff,

vs.

BONNIE ALTMAN,

Defendant.

JUDGMENT AND DECREE

THIS CAUSE Coming on regularly to be heard on the 29th day of April, 1949, before the Court without a jury, plaintiff appearing in person and being represented by MOFFATT & YOUNG, his counsel, and the defendant having failed to appear in person or by counsel, and it appearing to the Court that summons in the above entitled cause has heretobefore been duly and regularly issued and due service of process on said defendant had, and that the time for answering, demurring or appearing has expired, and that the default of Bonnie Altman, the defendant, for failing to appear, answer or demur within the time prescribed by law has heretofore been duly entered herein;

WHEREUPON, evidence duly corroborated as required by law, was introduced by the plaintiff, in which it appears to the Court that the allegations of plaintiff's cause of action contained in plaintiff's complaint on file herein are sustained by the testimony, free from all objections as to competency, admissibility and sufficiency; and it further appearing that the matters so alleged and proved are sufficient to entitle the plaintiff to judgment and decree in accordance with the

complaint; and the case being closed, and the law in the premises being fully understood by the Court, the Court makes and enters this final judgment and decree:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED; and this does order, adjudge and decree:

1. That the bonds of matrimony heretofore and now existing between plaintiff and defendant are forever dissolved.

DATED This 29th day of April, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, } ss.
County of Ada }

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree: Hayt Altman vs. Bonnie Altman No. 22037 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of April, 1949.

By Ioma Hill, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * * * * * *

RUTH ESTELLE GRAY,

Plaintiff,

-v-

RUSSELL M. GRAY,

Defendant.

D E C R E E

22067

APR 26 1949 P. M.

OTTO F. [illegible], Clerk
By B. CLYDE EAGLESON
DEPUTY

* * * * * * * * * * *

THIS CAUSE, Coming on regularly this 25th day of April, 1949, Delana and Delana, by Elbert S. Delana, appearing as Counsel for Plaintiff and the Defendant appearing by Fred M. Taylor, as his Counsel, and it being stipulated that this case be set down for hearing at this time, thereupon both written and oral testimony was offerred by the Plaintiff, and Fred M. Taylor, representing the Defendant, declining to offer any evidence, thereupon, the cause was submitted to the court for its consideration and decision, and Counsel for both parties having waived findings of fact and conclusions of law and the Court being fully advised renders its decision as follows:

NOW, THEREFORE, By reason of the law and evidence offerred, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between Plaintiff and Defendant and the same is hereby dissolved.

2. That the written contract signed by both husband and wife affecting an equitable division of their property and providing for the custody of the two minor children, ROBERT L. GRAY and KATHLEEN JOAN GRAY, and providing for their support and education, is hereby ratified, confirmed and approved and made a part hereof, a copy of which is hereto annexed, marked Exhibit "A" and by reference thereto made a part hereof as fully as though set out at length herein.

DATED: This 25th day of April, 1949.

CHAS. F. EDLESON

District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deeree, Gray vs Gray Case # 22067

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of April, 1949.

By B. Opie Eagleson, Deputy.

OTTO F. PETERSON
Clerk.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADAMS

HENRY MYERS,)
Plaintiff,)
vs.) DECREE
RUTH MYERS,)
Defendant.)

This cause came regularly on to be heard by Honorable A. O. Sutton, Judge of said District Court at the Chambers of said Court in the Washington County Courthouse, at Weiser, Idaho, on the 30th day of April, 1949, plaintiff appearing in proper person and by Carl H. Swanstrom, his attorney of record in this action, and from the records and files in this cause it was made to appear to the satisfaction of the Court that the defendant Ruth Myers had been duly and legally served with summons in this action and that said defendant had not appeared herein to plead to plaintiff's complaint within the time allowed by law or at all, and it further appearing from the records and files of this action that said defendant was not engaged in any of the Armed Services of the United States or in any other service conferring upon her immunity from judicial process in civil actions, on motion of plaintiff the default of the defendant was ordered duly entered in the premises and said cause set down for hearing and determination by the Court. Witnesses were sworn and testified in behalf of plaintiff and the evidence being closed, plaintiff moved for judgment and decree of the Court in accordance with his complaint, and the Court having heard and considered the evidence and finding therefrom that all the material allegations of plaintiff's complaint are proven and true and that plaintiff is entitled to the relief prayed for in his complaint,

NOW, THEREFORE, It is hereby ORDERED, ADJUDGED AND DECREED that the

bonds of matrimony existing between the plaintiff Henry Myers and the defendant Ruth Myers be, and the same are, hereby severed, dissolved and forever held for naught, and plaintiff is hereby awarded an absolute divorce from defendant upon the ground of defendant's extreme cruelty to plaintiff, and each of the parties is hereby relieved of any and all further obligations one to the other.

Dated at Weiser, Idaho, this 30th day of April, A. D. 1949.

A. O. SUTTON
District Judge

STATE OF IDAHO
).SS.
County of Adams

I, MABEL HOOVER, the duly elected, qualified and acting Auditor of Adams County, Idaho, and Clerk of the District Court in and for Adams County, Idaho, do hereby CERTIFY that the foregoing instrument is an exact copy of a DECREE entered in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Adams on the 30th day of April, 1949 in the action of Henry Myers, plaintiff, vs. Ruth Myers, defendant, now of record in said Court and in my possession as the Clerk thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 3 day of May, 1949.

Mabel Hoover
Clerk of District Court, in and
for Adams County, Idaho.

FILED
anna Keeze

1949 MAY -4 PM 1:30

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

14705

6132

ELMER C. RAGAINS,)
Plaintiff,)
-vs-)
MARY C. RAGAINS,)
Defendant.)
- - - - - - - - - - - - - - - -)

JUDGMENT AND DECREE

The above-entitled cause came on for trial before the Honorable L. E. Glennon, Judge of the above-entitled Court, at the court room in the court house at Pocatello, Bannock County, Idaho, this 3rd day of May, 1949, at 10:30 A.M. Plaintiff was present and with his attorneys, Black & Black of Pocatello, Idaho, and defendant was not present but was represented by her attorney, O. R. Baum, of Pocatello, Idaho, and by George Hargraves, duly appointed Guardian ad litem, representing defendant.

Witnesses were sworn and testified in support of the allegations of plaintiff's complaint, and the Answer of defendant, and documentary evidence was introduced and both sides rested, and the Court being fully advised finds that the allegations of plaintiff's Complaint have been sustained by evidence free and clear of legal objections, and that the defendant should take nothing by virtue of her Cross-Complaint, that defendant, Mary C. Ragains, was sane prior to the filing of this action and at the times of the commission of the acts complained of in plaintiff's complaint; that said defendant since the filing of the complaint has become insane and in March, 1949, was adjudged insane; that a guardian ad litem was appointed by the Court to represent her in this action and he has represented her in this action and trial of the case; that because of defendant's present condition that plaintiff should be required to pay to defendant the sum of $1,000 to bring the payments heretofore required of plaintiff by Order of the Court, up-to-date, and that plaintiff should be required to pay defendant the sum of $50.00 per month for her support and maintenance until further Order of the Court. The Court has made and filed herein its Findings of Fact and conclusions of Law.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the Court has jurisdiction of the parties and cause in this action and case.

2. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and they are hereby dissolved, and plaintiff be, and he is hereby awarded a divorce from the defendant, and the parties are hereby restored to their status as single persons.

3. That the plaintiff be, and he is hereby required to pay to the defendant, or to her Attorney and Guardian ad litem for the defendant, the sum of $1,000 payable immediately, to bring the payments heretofore ordered by the Court up-to-date to May 1, 1949, and IT IS FURTHER ORDERED, ADJUDGED AND DECREED That plaintiff shall pay to the defendant, by and through her Guardian, John Hahler of North Platte, Nebraska, the sum of $50.00 per month for her support and maintenance until further order of the Court, the first payment to be made immediately as of May 1, 1949, and a similar payment to be made on the 1st day of each month hereafter, for her maintenance and support.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said sum of $1,000 and the said sum of $50.00 payable on May 1, 1949, have now been paid by the plaintiff for the defendant, and the Judgment for said amounts is hereby ordered satisfied and discharged.

Dated this 3rd day of May, 1949.

L. E. Eglinton
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Elmer C. Ragains, Plaintiff -vs- Mary C. Ragains, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of May, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

15494

6133

FILED

Anna Keefe

1949 APR-8 AM 11:29

CLERK, AUDITOR & RECORDER

BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

MELVENA ROSE TRASCHER,

Plaintiff

-vs-

PAUL TRASCHER,

Defendant.

D E C R E E.

THIS CAUSE Came on regularly to be heard before the Honorable Isaac McDougall, Judge of the above entitled Court sitting at Chambers at Pocatello, Bannock County, Idaho, this 8th day of April, 1949; the said plaintiff appearing in person and by her attorney, Carl C. Christensen, and the said defendant not appearing either in person or by counsel,

AND It appearing to the Court that the said defendant has heretofore, to-wit: On the 17th day of November, 1948, filed his appearance in this Court and taken twenty days in which to plead to or answer plaintiff's complaint and said appearance providing along other things, that in the event of his failure to so plead to or answer plaintiff's complaint, he consents that a default may be entered herein, and that this cause may be disposed of by the Court without further notice, and the full time of more than twenty days having expired and no answer, demurrer or other pleading having been filed or served, the default of said defendant in the premises having been duly entered according to law.

WHEREUPON, Said plaintiff and her witness were duly sworn and examined and evidence introduced from which it appears that all the material allegations contained in the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or sufficiency, and that the said matters so alleged and proved on behalf of the plaintiff are sufficient to entitle her to the relief prayed for in her complaint, and the Court being fully advised,

NOW, THEREFORE, On motion of Carl C. Christensen, attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, MELVENA ROSE TRASCHER, and the defendant, PAUL TRASCHER, be and the same hereby are absolutely dissolved, set aside and held for naught, and the parties be and hereby are divorced and freed from all the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, MELVENA ROSE TRASCHER, be and she hereby is awarded

the permanent care, custody and control of Steven Paul Trascher, the minor child of the parties to this action, with leave to the defendant to see and visit said minor child at all proper times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, PAUL TRASCHER, shall pay to the plaintiff, MELVENA ROSE TRASCHER, the sum of Forty-two Dollars ($42.00) per month for the care and maintenance of the minor child of the parties, and that the first payment shall be made on or before the first day of May, 1949, and a like payment on or before the first day of each succeeding calendar month until further orders of this Court.

DATED AND DONE at Chambers at Pocatello, Bannock County, Idaho, this 8th day of April, 1949.

ISAAC McDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Melvena Rose Trascher, Plaintiff -vs- Paul Trascher, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 8th day of April, 19 49.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED
Anna Keeye
1949 APR 27 AM 10:3[illegible]
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

6134

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

FRED QUINN,

Plaintiff,

vs.

LEONA QUINN,

Defendant.

D E C R E E

The above entitled cause coming on regularly to be heard and tried before the Honorable L. E. Glennon, Judge of the above entitled Court, in open Court, at Pocatello, County of Bannock, State of Idaho, on this 26th day of April A.D. 1949, the defendant and cross-complainant appearing in person and by her attorneys of record, Holden & Holden of Idaho Falls, Idaho, and the plaintiff and cross-defendant appearing by his attorney of record, O. R. Baum, of Pocatello, Idaho; that by the written Stipulation of the parties hereto, filed in said Court and Cause, the Complaint of the plaintiff and cross-defendant is hereby withdrawn, and plaintiff and cross-defendant consents to an immediate trial of this case on defendant's Cross-Complaint and plaintiff's Answer thereto, and the making of Findings of Fact and Conclusions of Law herein, is expressly waived by the parties hereto, and the parties to this action having entered into a Stipulation with respect to the division of their property and the payment of lump sum alimony to the defendant and cross-complainant, and it appearing to the Court that said Stipulation is in all respects fair, just and equitable, and the Judge having heard the evidence and testimony of the defendant and cross-complainant, and the matter having been submitted, and it appearing that all of the allegations contained in the defendant's Cross-Complaint are true, and that the defendant and cross-complainant is entitled to a Decree of Divorce, and the Judge being fully advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I

That the bonds of matrimony existing between the plaintiff and cross-defendant, Fred Quinn, and the defendant and cross-complainant, Leona Quinn, be, and they are hereby dissolved and each restored to the status of a single person.

II

That the above named defendant and cross-complainant, Leona Quinn, be, and she is hereby awarded as her sole and separate property and for her sole and separate use and benefit, the following described personal property:

> The personal effects and waring apparel of the defendant and cross-complainant, all of the community household furniture, fixtures and equipment, all beauty shop fixtures, equipment and supplies of every name, nature, kind and description, owned by the parties hereto and now located in the family home in Pocatello, Idaho,

and the plaintiff and cross-defendant, be, and he is hereby divested of all right, title and interest in and to the same.

III

That the above named plaintiff and cross-defendant, Fred Quinn, be, and he is hereby awarded as his sole and separate property and for his sole and separate use and benefit, the following described personal property:

> The personal effects and waring apparel of the plaintiff and cross-defendant, also all insurance policies (life and accident) on the life of plaintiff, save and except certain policies from Mutual Benefit Life Insurance Company

and the defendant and cross-complainant be, and she is hereby divested of all right, title and interest in and to the same.

IV

That the plaintiff and cross-defendant, Fred Quinn, pay to the defendant and cross-complainant, Leona Quinn, immediately forthwith, the sum of Two Thousand Dollars ($2,000.00), lawful money of the United States, as and for a lump sum alimony settlement.

V

That the Stipulation of the parties to this suit filed in said Court in said Cause, be, and the same is hereby confirmed and

approved by the Court.

Dated this 26th day of April, A.D. 1949.

L. E. Glennon
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Fred Quinn, Plaintiff -vs- Leona Quinn, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of May, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

X

6135

FILED

anna Keeye

1949 APR-6 AM 11:18

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY, IDAHO

15707

MARCUS A. SPARKS, :
Plaintiff, :
-vs- : **DECREE**
NEDRA SPARKS, :
Defendant. :

This cause came on regularly for hearing on this 6th day of April, 1949, before the Honorable L. E. Glennon, Judge of the above entitled court, the plaintiff appearing in person and by counsel, P. A. Mc Dermott, and the defendant neither appearing in person nor by counsel, and it appearing that the defendant was duly and regularly served with summons and complaint in this action, according to law, and that the defendant failed to appear and answer, or otherwise plead within the time allowed by law, or at all, and that the default of said defendant has been duly and regularly entered herein;

Whereupon evidence was offerred and received for and on behalf of the plaintiff in support of the allegations of his complaint, from which it appears that the allegations of said complaint are true, and said matters so alleged and proved on behalf of plaintiff are sufficient to entitle him to the relief prayed for in his complaint;

Now, on the motion of P. A. Mc Dermott, Attorney for plaintiff, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby dissolved and the parties freed from all obligations thereof, and that defendant is hereby restored her former name of Nedra Hansen.

Dated this 6th day of April, 1949.

L. E. Glennon
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Marcus A. Sparks, Plaintiff -vs- Nedra Sparks, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of April, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6136 FILED

Anna Keeppe

1949 APR-1 AM 11:23

CLERK, AUDITOR & RECORDER

BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

15714

VENNA SIMS,)

Plaintiff,)

-vs-)

GEORGE SIMS,)

Defendant.)

DECREE OF DIVORCE

This cause came on regularly to be heard before the Honorable Isaac McDougall, Judge of the above entitled Court, sitting at chambers at Pocatello, Bannock County, Idaho, this 1st day of April, 1949, the plaintiff appearing in person and by counsel, C. V. Boyatt, and the defendant not appearing either in person or by counsel;

And it appearing to the court that the said defendant was duly served with summons at Pocatello, Idaho on the 28th day of February, 1949, and that thereafter the said defendant failed to appear and plead to the complaint within the time allowed by law, and that his default for so failing to appear and plead has been duly entered by the Clerk of the above entitled court according to law.

Whereupon said plaintiff and witness were duly sworn and examined and evidence introduced from which it appears that all the material allegations of the complaint are sustained by competent evidence, and said matters so alleged and proved on behalf of the plaintiff are sufficiant to entitle her to the relief prayed for in her complaint;

IT IS THEREFORE ORDERED, ADJUDGED and DECREED as follows:

1. THAT the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and the parties freed from the obligations thereof;

2. That the care, custody and control of the minor children, Lavoy Sims and Duane Sims, be and they are hereby awarded to plaintiff.

3. That defendant pay to plaintiff herein the sum of $75.00 per month for the support, maintenance and education of said minor children.

Dated this 1st day of April, 1949.

Isaac McDougall

DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Venna Sims, Plaintiff -vs- George Sims, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of April, 19 49

By ..... Anna Keefe

Deputy — Clerk, District Court, Ex-Officio Auditor and Recorder

6137

FILED
Anna Keefe
1949 APR-5 PM 2:22
CLERK DISTRICT COURT & RECORDER
BANNOCK COUNTY, IDAHO

1698

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

JAMES K. BRATTON, :
Plaintiff, :
-vs- : DECREE
DOROTHY F. BRATTON, :
Defendant, :

This cause came on regularly for hearing on this 5th day of April, 1949, before the Honorable L. E. Glennon, Judge of the above entitled court, the plaintiff appearing in person and by counsel, P. A. Mc Dermott, and the defendant neither appearing in person nor by counsel, and it appearing that the defendant was duly and regularly served with summons and complaint in this action, according to law, and that the defendant failed to appear and answer, or otherwise plead within the time allowed by law, or at all, and that the default of said defendant has been duly and regularly entered herein

Whereupon evidence was offerred and received for and on behalf of the plaintiff in support of the allegations of his complaint, from which it appears that the allegations of said complaint are true, and said matters so alleged and proved on behalf of plaintiff are sufficient to entitle him to the relief prayed for in his complaint;

Now, on the motion of P. A. Mc Dermott, Attorney for plaintiff, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby dissolved and the parties freed from all obligations thereof, and that defendant be restored her maiden name of Dorothy Ferguson Gibson.

Dated this 5th day of April, 1949.

L. E. Glennon
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

James K. Bratton, Plaintiff -vs- Dorothy F. Bratton, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of April, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED

6138

1949 APR-6 AM 11:27

CLERK, AUDITOR & RECORDER

15740

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

NORMA N. HUBBARD,

Plaintiff

-vs-

ARTHUR R. HUBBARD,

Defendant.

DECREE.

THIS CAUSE Came on regularly to be heard before the Honorable Isaac McDougall, Judge of the above entitled Court sitting at Chambers at Pocatello, Bannock County, Idaho, this 6th day of April, 1949; the said plaintiff appearing in person and by her attorney, Carl C. Christensen, and the said defendant not appearing either in person or by counsel,

AND It appearing to the Court that the said defendant has heretofore, to-wit: On the 14th day of March, 1949, been regularly served with process and has failed to appear and answer the plaintiff's complaint filed herein or otherwise plead thereto, and the full legal time for so doing having expired and no answer, demurrer or other pleading having been filed or served, the default of said defendant in the premises having been duly entered according to law,

WHEREUPON, Said plaintiff and her witness were duly sworn and examined and evidence introduced from which it appears that all the material allgations contained in the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or sufficiency, and that the said matters so alleged and proved on behalf of the plaintiff are sufficient to entitle her to the relief prayed for in her complaint, and the Court being fully advised,

NOW, THEREFORE, On motion of Carl C. Christensen, Attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, NORMA N. HUBBARD, and the defendant, ARTHUR N. HUBBARD, be and the same hereby are absolutely dissolved, set aside and held for naught, and the parties be and hereby are divorced and freed from all the obligations thereof and restorned to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff's name be and hereby is changed to that of Norma Nadene Smith, that being her name prior to her marriage to the defendant now dissolved by this decree.

DATED AND DONE at Chambers at Pocatello, Bannock County, Idaho, this 6th day of April, 1949.

ISAAC McDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Norma N. Hubbard, Plaintiff -vs- Arthur R. Hubbard, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of April, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6139

FILED
Anna Keefe
1949 APR-9 AM 11:11
CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

BARBARA JEAN CONNELL,)
Plaintiff,)
vs.) DECREE
REX EDWARD CONNELL,)
Defendant.)

This matter having come on to be heard in Chambers in Pocatello, Idaho this 9th day of April, 1949, and the plaintiff appearing in person and by Louis F. Racine, Jr., her attorney, and the defendant appearing not, but making default, the Court has proceeded to hear the evidence from which it appears and the Court finds;

That all of the material allegations of the Complaint of Plaintiff are true and sustained by testimony free from all legal exceptions as to its competence, admissibility and sufficieney; that said defendant was regularly served with Summons issued in this action and with a copy of the Complaint; that defendant made no answer or appearance within the time prescribed by law; that the defendant's default has been duly entered herein;

That as a conclusion of law from the foregoing facts, the Court determines that the plaintiff is entitled to a divorce from the defendant on the ground of extreme cruelty; that there is no community property belonging to the parties hereto; that ALL AND SINGULAR the law and the facts are by this Court understood and fully considered.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage between the plaintiff, Barbara Jean Connell, and the defendant, Rex Edward Connell, be and is hereby dissolved on the ground of extreme cruelty; that the said parties are, and each of them is, free and absolutely released from the bonds of matrimony, and all of the obligations thereof; that the plaintiff and the defendant, and each of them, be and are immediately restored to the status of single persons; that

the plaintiff be and hereby is restored to her name prior to the marriage between plaintiff and defendant, namely, that of BARBARA JEAN CARLSEN; that the parties hereto have no community property.

Done in Chambers at Pocatello, Idaho, this 9th day of April, 1949.

L. E. Glenn
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Barbara Jean Connell, Plaintiff -vs- Rex Edward Connell, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 25th day of April, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6140

FILED
Anna Kepp
1949 APR 19 AM 11:41
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

MILDRED MARSHALL,

Plaintiff,

vs.

RICHARD MARSHALL,

Defendant.

DECREE

THIS MATTER Coming on for hearing in open court before the undersigned District Judge, sitting without a jury, the plaintiff being present in person and by her counsel O. R. Baum, and the defendant not being present in person and by reason of such default having waived the makings of findings of fact and conclusions law; and it appearing to the Court that an Affidavit of Non-Military Status of the defendant has been filed herein and that an Order has been entered directing that judgment may be rendered, and after submission of proof and the Court being fully advised in the premises,

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between the plaintiff and the defendant be and the same are hereby severed, and each be released from the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff herein is a fit and proper person to have the care, custody and control of the minor children, and that it is for the best interest of said children that she be awarded the care, control and custody of such children, and that the care, control and custody of said children, to-wit: Carolyn Marshall and Tommy Marshall, be and the same is hereby awarded to the said plaintiff, subject, however, to the right of the said defendant at reasonable times to visit said children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant

shall pay to the said plaintiff for the use and benefit of the said children, and for the care, support and maintenance of the said parties the said sum of $65.00 per month, the first payment thereof to be made on or before the 1st day of May, 1949, and a like payment on the 1st day of each and every month thereafter, all until further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That on or before February 15, 1950, and on or before February 15th of each year thereafter, until further order of the Court, that the said defendant pay to the said plaintiff for the use and benefit of the said children, aforementioned, the additional sum of $120.00, the same being a yearly payment and in addition to the monthly payment aforementioned.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff herein be given and she is hereby given and awarded the household furniture, and the whole thereof, save and except one sewing machine; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant be awarded the automobile of said parties as his sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant shall pay to said plaintiff for her use and for the use of her said counsel, costs of court herein made and expended in the sum of $17.80, and attorney fees in the sum of $125.00, which payment shall be made within 30 days from date hereof.

Dated this 19th day of April, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Mildred Marshall, Plaintiff -vs- Richard Marshall, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 25th day of April, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6141

FILED
1949 APR 22 PM 4:45
CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

L. W. CONLEY,

Plaintiff,

-vs-

ETHEL V. CONLEY,

Defendant.

D E C R E E

This cause came regularly on to be heard this the 22nd day of April, 1949, the plaintiff appearing in person and by his attorney, Robert M. Terrell, and no one appearing for or on behalf of the defendant, whose default has heretofore been duly and regularly entered herein after the service of Summons herein upon said defendant and her failure to answer or otherwise plead in this action, within the time provided by law.

Thereupon the Court proceeded to hear proof in support of plaintiff's Complaint. The plaintiff and 6 Robert M. Terrell were duly sworn and testified for and on behalf of the plaintiff and no one testified for or on behalf of the defendant and all the proof being in and fully considered by the Court, from which it appears that all the allegations of plaintiff's Complaint are true and sustained by the evidence received and all and singular the law and the facts being by the Court fully understood and fully considered;

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are dissolved and the plaintiff and the defendant, and each of them are freed from all the obligations thereof and said

plaintiff and defendant and each of them are restored to the status of single persons respectively;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, custody and control of the minor children of the plaintiff and defendant, to-wit: Shirley May Conley, Nevin Burdell Conley, FlorenceElizabeth Conley, and Violet Mardell Conley be and they are hereby awarded to the defendant until further order of this Court and that the plaintiff be required to pay the defendant for the support, education and maintenance of said children until further order of the court the sum of $100.00 per month, commencing on the 1st day of June, 1949.

DATED this the 22nd day of April, 1949.

Isaac McDougall
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

L. W. Conley, Plaintiff -vs- Ethel V. Conley, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 25th day of April, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

1578
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FILED
Anna Keyes
6142

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

1949 APR 22 AM 11:10

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

NORMA JONES,

Plaintiff,

-vs-

RAYMOND JONES,

Defendant.

JUDGMENT AND DECREE

- - - - - - - - - - - - - -

The above-entitled action having come on for trial before the Honorable L. E. Glennon, District Judge, this 22 day of April, 1949. Plaintiff appeared in person and with her attorneys, Black and Black of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint; that defendant filed a demurrer to the complaint in this action, and thereafter defendant withdrew said demurrer, and filed no other answer or pleading, and the time for filing the same or pleading thereto has expired, and the Clerk has entered the default of the defendant for such failure to answer or plead further in said action, and the time for so answering or pleading has now expired.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections, that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and she is hereby awarded an absolute divorce from the

defendant.

2. That the care, custody and control of the minor child, namely, William Lee Jones, now six months old, is hereby awarded to plaintiff with the right on the part of defendant to visit said child at reasonable times.

3. That defendant is hereby required to pay to plaintiff for the support and maintenance of said minor child, the sum of $20.00 per month, beginning on May 1, 1949, and like payments to be made each month thereafter until said minor child arrives at the age of 18, or until further order of the Court.

4. That defendant is hereby required to pay to plaintiff for her use in paying her attorneys, Black & Black, for costs in this action, the sum of $18.00.

5. That there is hereby awarded to plaintiff, as her sole and separate property, all household goods and furniture.

Dated this 11 day of April, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Norma Jones, Plaintiff -vs- Raymond Jones, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 25th., day of April, 19 49.

By..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED

6143

1949 APR 28 AM 11:11

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

BEVERLY BJORKMAN HOGGAN, Plaintiff, vs. JAMES CORDON HOGGAN, Defendant.	DECREE OF DIVORCE

This cause came regularly on to be heard before the court sitting without a jury in Pocatello, Bannock County, Idaho, on the 28th day of April, 1949. Merrill & Merrill, attorneys at law, appeared for and on behalf of the plaintiff, and no one appeared for the defendant.

It appeared to the court that the defendant has been duly served with summons in this cause and thereafter made and entered herein, his signed personal and voluntary appearance and submitted to the full jurisdiction of the court and waived notice of any further proceedings and consented to the entry of his default according to law.

It further appeared to the court that the defendant is not in the military or naval service of the United States within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940, but is engaged in civilian life; that he filed no further pleadings in said cause and that the time within which he might further plead has expired and his default has been duly and regularly entered.

It further appeared to the court from the evidence offered and received for and on behalf of the plaintiff that all the material allegations of the plaintiff's complaint are true and correct and that the prayer of the plaintiff's complaint ought to be granted.

NOW, THEREFORE, the court being now fully advised in the law and the premises:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, AND THIS DOES ORDER, ADJUDGE, AND DECREE That the bonds of matrimony now existing between the plaintiff, Beverly Bjorkman Hoggan and the defendant, James Cordon Hoggan, resulting from the marriage contracted between said parties at Ely, Nevada, on July 12, 1948, be, and the same are, hereby dissolved and held for naught and that the parties are freed from all obligations thereof and each of said parties is restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the maiden name of the defendant by which she was known prior to said marriage, to-wit: Beverly Bjorkman, be and the same is, hereby restored to her.

Dated this 28th day of April, 1949.

L. E. Glennon
District Judge

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Beverly Bjorkman Hoggan, Plaintiff -vs- James Cordon Hoggan, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of May, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

1949 APR 30 AM 11:39

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

15795

MARION BEVERLY MOFFITT,

Plaintiff,

-vs-

WILLIAM JENNINGS MOFFITT,

Defendant.

DECREE AND JUDGMENT

This cause came on for trial before the Honorable L. E. Glennon, District Judge, this 30th day of April, 1949; the case being at issue and pursuant to stipulation of counsel for both plaintiff and defendant; Messrs. Zener and Peterson appeared as attorneys for plaintiff and cross-defendant, and Black and Black appeared as attorneys for defendant and cross-complainant. No testimony was offered by plaintiff in support of the allegations of her complaint; both oral and documentary evidence was offered by defendant and cross-complainant in support of the allegations of the cross-complaint, which testimony was corroborated by the testimony of defendant, cross-complainant, and his witnesses, and there was offered and received in evidence a stipulation of the parties settling matters between themselves with regard to property, alimony, attorney fees, and custody and support of the children, and both sides having rested, and the parties having stipulated the waiving of making and entering of formal findings of fact and conclusions of law, and the Court being fully advised in the premises, finds that plaintiff's complaint is not supported by the evidence and should be dismissed, and that defendant and cross-complainant should be awarded the relief prayed for in the Cross-complaint, and in accordance with the stipulation of the parties concerning the matters contained in such stipulation;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That plaintiff's complaint be, and the same is hereby dismissed.

2. That the bonds of matrimony heretofore existing

between plaintiff and cross-defendant, Marion Beverly Moffitt, and defendant and cross-complainant, William Jennings Moffitt, be dissolved and defendant and cross-complainant, William Jennings Moffitt be, and he is hereby awarded an absolute divorce from plaintiff and cross-defendant, Marion Beverly Moffitt,

3. That the custody of the minor child of the parties, namely, Arthur William Moffitt, now aged 11 years, is hereby awarded to defendant, William Jennings Moffitt, with the right on the part of plaintiff to visit said child at all reasonable times and places. That the said defendant shall provide the necessary care, support and maintenance of said child until he arrives at the age of 18 years or until otherwise ordered by the Court.

That the custody of the daughter, Betty Louise Moffitt, now aged 16 years, is hereby awarded to both plaintiff and defendant, said daughter is permitted from time to time to choose which one of the parents she desires to live with; IT IS FURTHER ADJUDGED AND DECREED that defendant, William Jennings Moffitt, shall pay to said daughter the sum of $30.00 per month for her support and maintenance until she arrives at the age of 18 years or until she marries if she gets married before arriving at said 18 years of age, and this payment shall be made to her regardless of whether she is living and residing with defendant or plaintiff.

4. That in accordance with the terms of the Stipulation of the parties, there is hereby awarded to plaintiff the following property as her sole property to-wit: War Bonds of the par value of $450.00 and any other war bonds now in her possession; a vacumn cleaner owned by the parties; household goods and furniture now in her possession, and $180.00 in cash and that said award of property to plaintiff is in lieu of all claims she might have against the defendant for property rights or property, or money, or alimony, or for her support or maintenance.

5. There is hereby awarded to the defendant, as his sole property, the following property to-wit: One Chevrolet Automobile, 1936 Model, Motor #6495157-4 Door Sedan; all household goods and furniture belonging to the parties and remaining in the home of

defendant; all cash in the Postal savings fund or any other cash that he now has that belongs to the community.

6. IT IS FURTHER ADJUDGED AND DECREED That all right, title and interest defendant, William Jennings Moffitt, may have in or to the following real property, to-wit: Lot four and five, Block 551, Pocatello Townsite, Bannock County, Idaho, is the separate property of said defendant, William Jennings Moffitt, and it is adjudged and decreed that plaintiff has no right, title, or interest in or to said property or any interest therein.

7. That all war savings bonds, including those recently purchased by the defendant, which are in the names of the two minor children of the parties are awarded to said children and those in the name of Betty Louise Moffitt shall be held by plaintiff for her, and those in the name of Arthur William Moffitt shall be held by defendant for said minor child.

8. The defendant having paid to plaintiff's attorneys, Zener and Peterson, the sum of $100.00 for attorneys fees, is not required to pay any further sum toward plaintiff's attorney fees in this action.

Dated and signed this 30th day of April, 1949.

L. E. Glennon
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE AND JUDGMENT

Marion Beverly Moffitt, Plaintiff -vs- William Jennings Moffit, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of May, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6145

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH

- - - - - - - - - - - - -

FAY P. RODGERS, Plaintiff	)	
vs.	)	DECREE OF DIVORCE
GEORGE J. RODGERS, Defendant,	)	

- - - - - - - - - - - - - - -

The above entitled cause came on regularly for hearing this 29th day of March, 1949, the plaintiff, Fay P. Rodgers, appearing in person and by her attorney, Robert McFadden, and the Defendant, George J. Rodgers, not appearing either in person or by attorney; and it appearing to the Court that the defendant, George J. Rodgers, was duly and regularly served with summons and complaint in this action by personal service outside the State of Idaho, pursuant to the orders of this Court, to-wit: in Deer Lodge County, Montana, and it further appearing to the Court that the said defendant did not plead to said complaint, and that the time in which he might plead to said complaint has expired, and that the default of said defendant for his failure to plead to said complaint has been heretofore regularly entered herein; and the Court having heard the testimony of the plaintiff, Fay P. Rodgers, and corroborative testimony on behalf of the plaintiff as to her residence; and Findings of Fact and Conclusions of Law having been heretofore made and filed herein; and the Court being fully advised in the premises:

NOW, THEREFORE, by reason of the law and the premises, and by reason of the said Findings of Fact and Conclusions of Law, it is hereby,

ORDERED, ADJUDGED AND DECREED: That the Court has jurisdiction of the parties and of the subject matter of this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, Fay P. Rodgers, and the defendant, George J. Rodgers, be, and the same are absolutely dissolved, and that the plaintiff, Fay P. Rodgers, is hereby given and granted an absolute decree of divorce from the defendant, George J. Rodgers.

FURTHER, IT IS ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor children, by a previous marriage, t-wit: Loretta Fay Bodak and Joseph Bodak, is awarded to the plaintiff, Fay P. Rodgers, absolutely and without reservation.

Dated this 29th day of March, 1949.

Attest:
R.H. Whiteside
Clerk of the District Court.

O. P. Wilson
District Judge.

(Official Seal)

Indexed 70885 Compared By

STATE OF IDAHO)
) ss.
County of Benewah)
Filed Apr. 1, 1949
at 4:25 O'clock P.M.

R.H. Whiteside
Clerk District Court

By Deputy

E-265

Form C-500—Certificate of True and Correct Copy.

PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 63458

STATE OF IDAHO,
COUNTY OF BENEWAH, } ss.

I, R.H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the

original Decree, Case No. 2071, Rodgers vs. Rodgers

now on file in my office.

Witness my hand and seal on this, the

1st day of April, 1949

R. Whiteside

Clerk of the District Court.

6146

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT, IN AND FOR THE COUNTY OF BENEWAH, STATE OF IDAHO.

WESLEY J. MCLEAN,
Plaintiff

-vs-

LUCILLE MCLEAN,
Defendant.

DECREE

The above entitled action came on regularly for trial before the court sitting without a jury on the 12th day of April, 1949, at ten o'clock A.M. Plaintiff appeared in person and represented by his attorney, CARL M. BUELL, and the defendant did not appear in person or by attorney; defendant having been served with summons and complaint on the 10th day of March, 1949, and she having failed to appear, demur or answer within the time allowed by law, or at all, and she being in default, her default was heretofore entered; that an affidavit was filed that said defendant was not in the military service during the pendancy of this action or at all. Whereupon testimony was submitted upon behalf of the defendant and the Court having waived the Findings of Facts and Conclusions of Law.

NOW, THEREFORE, by reason of the law and premises it is hereby ORDERED, ADJUDGED, AND DECREED:

That the court has jurisdiction of the parties and the subject matter of the action.

It is further ORDERED, ADJUDGED AND DECREED that the bonds of matrimony exixting between the defendant and the plaintiff, be and the same is hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant.

DATED this 12th day of April, 1949.

O. C. WILSON
DISTRICT JUDGE

ATTEST:

R. H. Whitehead
Clerk of the District Court.

BY _____ Deputy

Indexed 70929 Compared By

STATE OF IDAHO
County of Benewah } ss

Filed April 12 1949
at 9:35 A. O'clock P M.
R. H. Whitehead
CLERK DISTRICT COURT
By _____
DEPUTY

E-269

Form C-500—Certificate of True and Correct Copy.

PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 63458

STATE OF IDAHO,
COUNTY OF BENEWAH, } SS.

I, R.H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the

original Decree, Case No. 2073, McLean vs. McLean

now on file in my office.

Witness my hand and seal on this, the

12th day of April, 19 49

R. H. Whiteside
Clerk of the District Court.

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH

CLARICE S. ALLARD,

Plaintiff,

vs.

MERLIN I. ALLARD,

Defendant.

DECREE

The above entitled matter came on regularly for trial before the court, sitting without a jury at St. Maries, Idaho, on the 12 day of APRIL , 1949. The plaintiff appeared in person and represented by her attorney, Wm. D. Keeton and Carl M. Buell/ The cause being at issue on the complaint of the plaintiff and the answer of the defendant and the parties having consented in writing that the matter might be heard at any time subsequent to January 23, 1949, and said matter being regularly before the court, the court proceeded to hear the case. Testimony was submitted for and on behalf of the plaintiff. No testimony was submitted on behalf of the defendant, and the parties having waived in writing Findings of Facts and Conclusions of Law, and the defendant having further waived any rights he might have due to the fact that he is a member of the armed forces of the United States and having waived in writing any claim for continuance that he might be entitled to.

From the testimony given the court finds that the parties were duly married on the 25th day of December, 1945; that the plaintiff is a resident of Idaho, and has been for more than six full weeks preceding the commencement of this action; that the parties have settled their property rights out of court, and that there is one child, Penny Adaline, who was born December 4, 1947.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the

court has jurisdiction of the parties and the subject matter of the action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff and the defendant be and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the child, Penny Adaline, be and she hereby is awarded to the custody, control and raising of the plaintiff subject to the right of the defendant to see said child at reasonable times and places and have reasonable visitations with her.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay the plaintiff the sum of $42.00 per month for the support of said child and the plaintiff, said payment to continue as long as said child is living, but shall not exceed the time when said child reaches the age of eighteen years, and when said child reaches the age of eighteen years, the payments shall cease.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover of and from the defendant the sum of $62.50 as court costs for the prosecution of the action.

Dated this ____ day of APRIL, 1949.

O. C. WILSON
DISTRICT JUDGE

ATTEST:

R. H. WHITESIDE
Clerk of the District Court
(Official Seal)

Approved:

Merlin D Allard
Defendant

Indexed 70928 Compared By

STATE OF IDAHO } ss.
County of Benewah }
Filed April 12 1949
at 2:20 O'clock P.M.
R.H. Whiteside
Clerk District Court
By Deputy

E-267

Form C-500—Certificate of True and Correct Copy.

PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 63458

STATE OF IDAHO,
COUNTY OF BENEWAH, } ss.

I, R.H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the

original Decree, Case No. 2065, Allard vs. Allard

now on file in my office.

Witness my hand and seal on this, the

12th day of April, 1949

R. H. Whiteside
Clerk of the District Court.

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH

WILMA GARRETT,

Plaintiff,

vs

CLIFFORD I. GARRETT,

Defendant.

DECREE

The above entitled matter came on regularly for trial before the court, sitting without a jury at St. Maries, Idaho, on the 12th day of April, 1949. The plaintiff appeared in person and represented by her attorneys, Wm. D. Keeton and Carl M. Buell. The cause being at issue on the complaint of the plaintiff and the answer of the defendant and the parties having consented in writing that the matter might be heard at any time subsequent to Feb 15, 1949, and said matter being regularly before the court, the court proceeded to hear the case. Testimony was submitted for and on behalf of the plaintiff. No testimony was submitted on behalf of the defendant, and the parties having waived in writing Findings of Facts and Conclusions of Law, and the defendant having further waived any rights he might have due to the fact that he is a member of the armed forces of the United States and having waived in writing any claim for continuance that he might be entitled to.

From the testimony given the court finds that the parties were duly married on the 20th day of September, 1947; that the plaintiff is a resident of Idaho, and has been for more than six full weeks preceding the commencement of this action; that the parties have acquired no community property.

IT IS THEREFORE ORDERED that the Court has jurisdiction of the

parties and the subject matter of the action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff and the defendant be and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is granted and given an absolute decree of divorce from the defendant.

Dated this 12th day of April, 1949.

ATTEST:

R. H. WHITESIDE — O. C. WILSON

Clerk of the District Court. — DISTRICT JUDGE

(Official Seal)

Indexed 70927 Compared By

STATE OF IDAHO) ss.
County of Benewah)

Filed April 12, 1949
at 1:45 O'clock P.M.
R.H. Whiteside
Clerk District Court
By Deputy

E-266

Form C-500—Certificate of True and Correct Copy.

PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 63458

STATE OF IDAHO,
COUNTY OF BENEWAH, } ss.

I, R.H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the

original Decree, Case No. 2068, Garrett vs. Garrett

now on file in my office.

Witness my hand and seal on this, the

12th day of April, 19 49

R.H. Whiteside
Clerk of the District Court.

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT, IN AND FOR THE COUNTY OF BENEWAH, STATE OF IDAHO

JOSEPHINE WOLFE,

Plaintiff,

-vs-

ALTON WOLFE,

Defendant.

DECREE

The above entitled action came on regulary for trial before the court sitting without a jury on the 12th day of April, 1949, at St. Maries, Idaho Plaintiff appeared in person and represented by her attorney, CARL M. BUELL, and the defendant did not appear in person or by attorney; defendant having been served with summons and complaint on the 16th day of March, 1949, and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default, his default was heretofore entered; that an affidavit was filed that said defendant was not in the military service during the pendency of this action or at all. Whereupon testimony was submitted upon behalf of the defendant and the Court having waived the Findings of Facts and Conclusions of Law.

NOW, THEREFORE, by reason of the law and premises it is hereby ORDERED, ADJUDGED AND DECREED:

That the court has jurisdiction of the parties and the subject matter of the action.

It is further ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the defendant and the plaintiff, be, and the same is hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant, and the plaintiff is awarded the care, custody and control of said minor child and that the defendant pay $25.00 per month for support of said minor child.

DATED THIS 12th day of April, 1949.

O. C. WILSON
DISTRICT JUDGE

ATTEST:

R.H. Whiteside
Clerk of the District Court.
(Official Seal)

BY _____ Deputy

Indexed 70930 Compared By

State of Idaho) ss.
County of Benewah)

Filed April 12, 1949
at 2:45 O'clock P.M.
R.H. Whiteside
Clerk District Court
By _____ Deputy

E-270

Form C-500—Certificate of True and Correct Copy.

PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 63458

STATE OF IDAHO,
COUNTY OF BENEWAH, } ss.

I, R.H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the

original Decree, Case No. 2076, Wolfe vs. Wolfe

now on file in my office.

Witness my hand and seal on this, the

12th day of April, 19 49

R H Whiteside

Clerk of the District Court.

6150

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT, IN AND FOR THE COUNTY OF BENEWAH, STATE OF IDAHO.

WARREN SUENKEL,
Plaintiff,

-vs-

KATHERYN SUENKEL,
Defendant.

DECREE

The above entitled action came on regularly for trial before the court sitting without a jury on the 12th day of April, 1949, at ten o'clock A.M. Plaintiff appeared in person and represented by his attorney, CARL M. BUELL, and the defendant did not appear in person or by attorney; defendant having been served with summons and complaint on the 2nd day of March, 1949, and she having failed to appear, demur or answer within the time allowed by law, or at all, and she being in default, her default was heretofore entered; that an affidavit was filed that said defendant was not in the military service during the pendancy of this action or at all. Whereupon testimony was submitted upon behalf of the defendant and the Court having waived the Findings of Facts and Conclusions of Law.

NOW, THEREFORE, by reason of the law and premises it is hereby ORDERED, ADJUDGED, AND DECREED:

That the court has jurisdiction of the parties and the subject matter of the action.

It is further ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the defendant and the plaintiff, be and the same is hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant.

DATED this 12th day of April, 1949.

O. C. WILSON
DISTRICT JUDGE

Indexed 70931 Compared By

State of Idaho) ss.
County of Benewah)
Filed April 12, 1949
at 3:55 O'clock P.M.
R.H. Whiteside
Clerk District Court
By Deputy
E-271

ATTEST:

R.H. Whiteside
Clerk of the District Court.
(Official Seal)

BY Deputy

Form C-500—Certificate of True and Correct Copy.

PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 63458

STATE OF IDAHO,
COUNTY OF BENEWAH, } ss.

I, R.H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the

original Decree, Case No. 2072, Suenkel vs. Suenkel

now on file in my office.

Witness my hand and seal on this, the

12th day of April, 19 49

R. H. Whiteside

Clerk of the District Court.

6151

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM 4193

Joan H. Hancock,
Plaintiff

vs.

Verl L. Hancock,
Defendant

DECREE

P
Jan 5 1949
Von Reese Stringham

In this action the defendant, Verl L. Hancock, having been duly and regularly personally served with summons and complaint and thereafter having entered his regular appearance herein dated the 8th day of September, 1947, and the time allowed for answering herein having expired, and the Defendant having failed to answer to the plaintiff's complaint and the default of said defendant having been duly and regularly entered according to law, this cause came on this day regularly to be heard before Hon. Preston Thatcher, Judge of the above entitled Court at Blackfoot, Bingham County, Idaho, at the regular November, 1948, term of said Court, upon the complaint of the plaintiff and the default of the defendant as aforesaid, J. H. Andersen, Esq., appearing on behalf of the plaintiff and the defendant not appearing either in person or by counsel, the Court proceeded to hear the testimony adduced on behalf of the plaintiff from which it appears that all of the material allegations of plaintiff's complaint are proved by competent evidence, free from objection as to its sufficiency, relevancy and admissibility and that plaintiff is entitled to the relief prayed for in the complaint.

Now, therefore, the Court being fully advised in the law and the premises;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of Matrimony now existing between plaintiff, Joan H. Hancock, and defendant, Verl L. Hancock, be, and the same hereby are absolutely dissolved and said parties are and each of them is hereby restored to the status of single persons.

IT IS FURTHER ORDERED that the plaintiff be, and she is hereby awarded the custody of the minor child of said parties, namely Steven Louis Hancock,

provided, however, that defendant may see and visit said child at reasonable times and places.

IT IS FURTHER ORDERED that until further order of the Court herein, that the defendant pay to the plaintiff the sum of $30.00 on or before the 15th day of January, 1949, and $30.00 on or before the 15th day of each and every month thereafter to assist the plaintiff in the support, maintenance, and education of said minor child.

Dated this 5th day of January, 1949.

Preston Thatcher
Judge of the District Court

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full tru and correct copy of the original deeree of divorce made and entered by the said District Court in the above-entitled action on the 5th day of January, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of said Court this 21st day of April, 1949.

V. F. Wootton, Clerk of District Court
By Von Reese Munson
Deputy.

State

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM.

ANNIE ELIZABETH JONES, Plaintiff,

vs

LEONARD JONES, Defendant.

COPY

FINAL JUDGMENT AND DECREE OF DIVORCE.

The above entitled action having been brought on regularly to be heard and tried before the Honorable Preston Thatcher, Judge of the above entitled Court, sitting without a jury, on the 6th day of April, 1949, the plaintiff appearing in person and with her counsel of record, Donald R. Good, Esq., and the defendant failing to appear herein in person or by counsel, and defendant having consented to the withdrawal of his demurrer heretofore filed herein, and refusing to plead further, and consenting to the immediate entry of default herein, the default of the said defendant, Leonard Jones, having been heretofore duly and regularly entered herein, according to law, the Court finds that all material allegations and averments of plaintiff's Complaint are sustained by testimony free from all legal exceptions as to competency, admissibility, or sufficiency, and that said matters so alleged and proved by the testimony of two competent witnesses in behalf of said plaintiff are sufficient in law to entitle the plaintiff to the relief prayed for in her said Complaint, and the Court, being fully advised in the premises; and

The Court having read, approved and adopted the Stipulation of the parties heretofore filed herein;

NOW THEREFORE, upon Motion of Donald R. Good, Esq., Attorney of Record for Plaintiff, it is Ordered, Adjudged, and Decreed by this Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided, the said Court does

hereby Order, Adjudge, and Decree that the marriage between the plaintiff, Annie Elizabeth Jones, and the said defendant, Leonard Jones, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is freed absolutely, and released from said bonds of matrimony, and all of the obligations thereof, and restored to the stat s of single persons.

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that the care, custody and control of the minor children, Fred Thomas Jones and Danny Brent Jones, be, and they are hereby awarded to the plaintiff herein, pending the further order of the Court, provided however, that the defendant shall have the right to see and visit said minor children at all reasonable, convenient times and places;

IT IS HEREBY FURTHER SO ORDERED, ADJUDGED AND DECREED that the following described real and personal property, to-wit:

> An equity in and to an Agreement for the Sale of Real Property by and between Mary Quillan, a widow and Leonard Jones, on the 16th day of March, 1944, and described as follows to-wit: Beginning at a point 51°10' East 530 feet from the Northeast corner of Block 59, Shilling's Addition to the town of Blackfoot; thence South 38°50' West to the South line of the Northeast quarter of the Southeast quarter of Section Three, Township Three South, Range Thirty-five, East of the Boise Meridian; thence East to the Southeast corner of said NE¼ of the SE¼; thence North 129 feet; thence North 51°10' West 78 feet to place of beginning. Also beginning at a point South 51°42' East and 520 feet distant from the NE corner of Block 59 Shilling's Addition to City of Blackfoot; thence South 38°18' West 193.5 feet; thence East 12.7 feet; thence North 38°18' East 185.7 feet; thence North 51°42' West 10 feet to place of beginning;

and the following described personal property, to-wit:

> One Hotpoint electric washer; Montgomery Ward coal range; one Heatrola; davenport and chair; breakfast set consisting of table and four chairs; one bedroom set consisting of bed, complete with springs and mattress, chest of drawers and vanity; one bed, complete with springs and mattress; miscellaneous dishes, cooking utensils, silverware, linens and bedding,

be and the same are hereby awarded to the plaintiff herein, as her sole and separate property, free from all right,

title, claim or interest of the defendant in or to the same, or any part or portion thereof, provided, however, that the plaintiff shall pay, discharge and save the defendant harmless from the payment of all costs and expenses due by reason of the construction of a roof upon said real property, and the balance of all principal, interest, taxes or any other sums or amounts due under the contracts of purchase of said real property hereinbefore mentioned and described.

IT IS FURTHER SO ORDERED ADJUDGED AND DECREED that the defendant, on or before the 26th day of April, 1949, shall pay to Donald R. Good, Attorney of Record for the plaintiff, the sum of($125.00) One hundred twenty-five Dollars, in payment in full of all sums or amounts due in this action for Attorney's fees, costs and suit money.

IT IS FURTHER SO ORDERED ADJUDGED AND DECREED that the defendant pay to plaintiff on the tenth (10th) day of April, 1949 the sum of Twenty ($20.00) Dollars, and the sum of Twenty ($20.00) Dollars on the 25th day of April, 1949, and a like amount on the 10th and 25th days of each and every month hereafter, pending the further order of the Court herein, for the support, maintenance and education of the minor children of the parties.

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that of the community property belonging to the parties, there shall be awarded to the defendant as his sole and separate property, free from all right, title, claim or interest of the plaintiff in or to the same, or any part thereof, one 1949 International K-7 truck, subject to all existing liens and encumbrances thereon, which the defendant agrees to assume, pay and discharge.

Dated this 6th day of April, 1949

PRESTON THATCHER
District Judge

STATE OF IDAHO,)
: ss.
COUNTY OF BINGHAM)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 6th day of April, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 6th day of April, 1949.

V. F. Wootton, Clerk of said District Court.

By Marie J. Randall
Deputy

Date

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM.

RUTH IRENE WERTH, Plaintiff,	:	
vs	:	FINAL JUDGMENT AND DECREE OF ANNULMENT.
ROBERT J. WERTH, Defendant.	:	

This cause having been brought on to be heard this 5th day of April, 1949, upon complaint of the plaintiff above named and upon proof taken in said action the Court finds that all material allegations and averments of plaintiff's said complaint are sustained by testimony free from all legal exceptions as to competency, admissability or sufficiency and that said matters so alleged and proved by the testimony of two competent witnesses in behalf of said plaintiff are sufficient in law to entitle the plaintiff to the relief prayed for in her said complaint.

That plaintiff is a resident of the County of Bingham and State of Idaho, and was such a resident at the time of the commencement of this action and for a period of more than six weeks immediately prior therefo; and that the defendant at the time of the commencement of this action and for a period of more than six months immediately prior thereto was not and is not now in the military or naval service of the United States.

The Court finds that due and legal service of the Summons and Complaint in this action was made upon the said defendant by means of personal service of a copy of the Summons and Complaint upon said defendant, within the said Bingham County, Idaho, and that the time allowed by Law for appearance has expired and the said

defendant has not appeared herein in person, by counsel or otherwise, and the default of the said defendant has been duly and regularly entered herein, and the Court being fully advised in the premises;

NOW THEREFORE, upon Motion of Donald R. Good, Esq., the attorney of record for the said plaintiff, it is Ordered, Adjudged and Decreed by the Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided, and the said Court does hereby Order, Adjudge and Decree, that the bonds of matrimony and marriage heretofore existing between the plaintiff herein and the said defendant be dissolved and annulled and the same is hereby dissolved and annulled accordingly and the said parties are, and each of them is, freed absolutely and released from said bonds of matrimony and all of the obligations thereof and restored to the status of single persons.

It is further so Ordered, Adjudged and Decreed that plaintiff's maiden name, Ruth Irene Brantner, be and the same is hereby restored.

Dated at Blackfoot, Bingham County, State of Idaho, this 7th day of April, 1949.

PRESTON THATCHER
DISTRICT JUDGE

DONALD R. GOOD
Attorney for Plaintiff
Residence and P. O. Address:
Blackfoot, Idaho

STATE OF IDAHO)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 7th day of April, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 7th day of April, 1949.

V. F. Wootton, Clerk of said District Court.

By Von Niese Munson
Deputy.

X

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF BINGHAM.

NORMA EVA JOLLEY,)
Plaintiff,)
vs.) JUDGMENT AND DECREE.
DALLAS W. JOLLEY,)
Defendant.)

This cause came on regularly for hearing before the Honorable Preston Thatcher, District Judge of the above Court, at Blackfoot, Bingham County, Idaho, on the 11th day of April, 1949. Plaintiff appeared in person and with her counsel, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by counsel.

IT APPEARED To the Court that Summons and Complaint in this cause were duly and regularly served by personal service thereof upon the defendant, and that the defendant appeared in said cause, but has withdrawn his appearance and refused to plead further, and has Stipulated that default may be entered against him; and

IT FURTHER APPEARED that defendant is not in the Armed Forces of the United States and that the default of the defendant for failing to appear and plead further in said cause, as Stipulated in a Stipulation between plaintiff and defendant herein, was duly and regularly entered. Evidence both oral and documentary was thereupon introduced for and on behalf of plaintiff by plaintiff and a witness, free from all objections as to its competency, and from which evidence it appears that all of the material allegations of plaintiff's Complaint are true and correct and such are found to be the facts, and that the plaintiff is entitled to relief.

IT FURTHER APPEARED That the parties to this action entered into a written Stipulation, by the terms of which they agreed upon the division of the community property, custody of the minor child, alimony, support of the minor child, and which Stipulation has been presented to the Court, and the Court further orders that said Stipulation is approved by the Court, and the terms thereof are hereinafter incorporated in this Decree; and the making of Findings of Fact and Conclusions of Law were waived by the default of the defendant.

NOW, THEREFORE, the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the plaintiff is hereby awarded the exclusive care, custody and control of Mary Norma Jolley, infant daughter of plaintiff and defendant, with the right on the part of the defendant to visit said child at all reasonable times and places.

2. That the defendant is hereby required to pay to the plaintiff for the use and support of said minor child, the sum of $40.00 per month, the first payment to be made on May 6, 1949, and thereafter monthly during the minority of said child, or until further order of the Court.

3. That the plaintiff is hereby awarded to her as her sole and separate property, the following property, to-wit:

Cash in the amount of $935.00

Household furniture as follows: 1 electric stove, 1 electric refrigerator, 1 kitchen set, dishes, cooking utensils, silverware, automatic washer, electric water heater, living room set, rug, floor lamp, 2 table lamps, 1 Zenith combination radio and phonograph, bassinette, high chair, play pen and other baby furniture, 1 bedroom rug, and miscellaneous items of bedding, linens, and other household goods and furniture now in possession of the plaintiff.

and the defendant has no further right, title or interest in or to the same.

4. That the defendant is hereby required to pay to plaintiff the further sum of $670.00 cash in lieu of the remainder of her rights in and to community property of the parties, said sum to be payable on or before October 6, 1949, and to be paid at any time that the real property awarded to the defendant hereinafter is sold.

5. That the defendant is hereby awarded to him as his sole and separate property, the following property, to-wit:

REAL PROPERTY:

The equity of plaintiff and defendant in and to Lots 15 and 16 in Block 12 of Kennedy's Addition to the City of Blackfoot, Bingham County, Idaho, according to the recorded plat thereof, and together with all ditches, ditch rights, water and water rights, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

It is further ordered that the defendant is hereby required to xpay all outstanding mortgages, liens and encumbrances against said property, and that there is therefore no liability on the part of the plaintiff for any of said items.

PERSONAL PROPERTY:

1 1938 Nash automobile
1 Bedroom set.

It is further ordered that the foregoing award of property in cash to the plaintiff is in lieu of all community property rights of the plaintiff in and to the community property of the parties, and in lieu of all alimony, right to support money for the plaintiff, attorneys fees and court costs, as between the parties.

Dated this 11th day of April, 1949.

PRESTON THATCHER
DISTRICT JUDGE.

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled Action on the 11th day of April, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 15th day of April, 1949.

V. F. Wootton,
Clerk of said District Court.

By Maril J. Randall
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM.

IVAN GALE STEWART,
Plaintiff,
-vs-
AFTON B. STEWART,
Defendant,

(COPY)

D E C R E E

The above entitled cause having come on regularly for hearing this day before the Honorable Preston Thatcher, the plaintiff appearing in person and by his attorney, Robert M. Kerr, Jr., and the defendant not appearing, either in person or by attorney, and the defendant having been personally served with process and the time allowed by law for answering having expired, and an Affidavit having been filed, setting forth facts showing that the defendant is not in military service, and the default of the defendant having been entered according to law, and the defendant by such default, having waived the making of findings of fact and conclusions of law, and the Court having heard and considered the evidence introduced on behalf of the plaintiff, consisting of the oral testimony of certain witnesses and a Stipulation and Agreement duly executed by the parties, and it appearing satisfactorily to the Court that each and all of the material allegations and averments in the plaintiff's Complaint are true, and that the said Stipulation and Agreement is a just, equitable and proper basis for providing for the care, custody and control of the children of the parties;

NOW, THEREFORE, the Court, being fully advised in the law and the premises, finds that the plaintiff is entitled to a Decree of Divorce as prayed in said Complaint and

IT IS ORDERED, ADJUDGED AND DECREED, That the plaintiff is entitled to a divorce from the defendant on the grounds of extreme cruelty and that the bonds of matrimony heretofore existing between the said Ivan Gale Stewart and the said Afton B. Stewart be and the same are absolutely dissolved and that the parties are, and each of them is, hereby relieved from the obligations thereof and restored

to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff shall be and he is hereby awarded the care, custody and control and possession of Marsha Gale Stewart, a minor child of the parties and that the defendant shall be and she is hereby awarded the care, custody, control and possession of Vickie Lynn Stewart, a minor child of the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff shall pay to the defendant the sum of $20.00 per month, payable on or before the 10th day of each and every month hereafter for the support of the said Vickie Lynn Stewart, until the said Vickie Lynn Stewart shall marry or some other order be made in the premises.

DONE in open Court this 13th day of April 1949.

/s/ Preston Thatcher
District Judge

STATE OF IDAHO)
: ss.
County of Bingham)

I hereby certify the foregoing to be a full, true and correct copy of the original DECREE OF DIVORCE on file in my office in the above entitled action,

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the above named Court this 13th day of April 1949.

V. F. WOOTTON
Clerk

By Maria J. Randall
Deputy

X

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

Lillian Leavitt,
Plaintiff

vs.

T. Kenneth Leavitt,
Defendant

D E C R E E

In this action, the defendant having been duly and regularly served with summons and complaint personally in Bingham County, Idaho, and the time allowed by law for pleading or answering herein having expired and the defendant having failed to either appear and plead or answer to the plaintiff's complaint and default of the said defendant having been duly and regularly entered according to law, this cause came on regularly to be heard this day before Hon. Preston Thatcher, Judge of the above entitled Court, upon the complaint of the plaintiff and the default of the defendant, J. H. Andersen, Esq., appearing on behalf of plaintiff and defendant not appearing either in person or by counsel, the Court proceeded to hear the testimony adduced on behalf of the plaintiff from which it appears that all of the material allegations of the plaintiff's complaint are proved by competent evidence, free from objection or exception as to its sufficiency, relevancy, and admissibility, and it further appearing from the evidence adduced herein that the parties hereto entered into a community property settlement agreement disposing of their property rights and the custody of the minor child of said parties, subject to approval of the Court, and that plaintiff is entitled to the relief prayed for in the complaint.

Now, therefore, the Court being fully advised in the law and the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the plaintiff, Lillian Leavitt and the defendant, T. Kenneth Leavitt, be, and the same are, hereby absolutely dissolved and said parties are, and each of them is hereby released from the obligations thereof and

restored to the status of single persons.

IT IS FURTHER ORDERED that until further order of the Court herein, custody of the minor child of said parties, namely, Ann Leavitt, a daughter of the age of twelve years, be, and the same is hereby awarded to the plaintiff with the provision, however, granted to the defendant to see and visit said child at reasonable and convenient times and places.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the property settlement heretofore entered into between the parties, be and the same is hereby approved as a basis of settlement of community property rights and in accordance therewith, IT IS HEREBY ADJUDGED AND DECREED that the plaintiff be, and she is hereby awarded out of the community property of said parties, the following described real property situated in Bingham County, Idaho, to-wit: The North 23' 9" of Lot 7, Block 28 of Lewis Addition to the City of Blackfoot, Idaho, together with the tenements, hereditaments and appurtenances thereunto belonging, together with the household furniture, fixtures and equipment therein contained, subject to payment by plaintiff of the mortgage now of record against said property, to have and to hold said property, and the whole thereof, as her sole and separate property.

That the defendant be, and he is hereby awarded as his sole and separate property, $2,000.00 in cash, lawful money of the United States; One 1941 Ford Tudor Sedan, and that plaintiff be required to pay the defendant so long as she leases said real estate hereinabove described, the sum of $30.00 per month, and provided further that upon the sale of said property, by plaintiff that she pay to the defendant the sum of $2,000.00 cash.

Dated this 13th day of April, 1949.

Preston Thatcher
Judge of the District Court

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled Action on the 13th day of April, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 15th day of April, 1949.

V. F. Wootton,
Clerk of said District Court.

By Marie J. Randall
Deputy

X

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

POLLY M. ROBINSON, Plaintiff, -vs- SAMUEL N. ROBINSON, Defendant.	D E C R E E

In this cause the above-named defendant, Samuel N. Robinson, having been regularly served with process and said defen- having failed to Answer, Demur or otherwise plead to the plaintiff's Complaint on file herein, and the legal time for Answering having expired, and the Default of said defendant having been heretofore duly entered according to law, said cause came on regularly for hearing this day before the Judge of the above-entitled Court, at Blackfoot, Bingham County, Idaho, H. William Furchner, Esq., appearing for plaintiff and no appearance being made by the defendant either in person or by counsel; and the Court having heard the testimony of the plaintiff, Polly M. Robinson, and of Norma Robinson witness for the plaintiff, the plaintiff rested, and said cause was submitted to the Court for consideration and decision; and the Court being advised in the law and the premises finds that each and all of the allegations of plaintiff's Complaint are proved and are true, and that such allegations are proved by evidence free from any objection as to its admissibility, relevancy and materiality, and that the facts so proved are sufficient to entitle the plaintiff to the relief prayed for in her Complaint; and it further appearing to the Court that the defendant, Samuel N. Robinson, is not now in the military service of the United States;

IT IS ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Polly M. Robinson,

and the defendant, Samuel N. Robinson, be, and the same are hereby absolutely dissolved, and that said parties be, and they hereby are restored to the status of single persons.

Dated this 20th day of April, 1949.

Preston Thatcher
District Judge.

STATE OF IDAHO)
: SS.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified, and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce made and entered by the said District Court in the above-entitled action on the 20th day of April, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court this 20th day of April, 1949.

V. F. Wootton
Clerk
By: Marie J. Randall
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

Chester Gail Hall,
Plaintiff

vs.

Kleta Hall,
Defendant

D E C R E E

In this action the defendant having been duly and regularly personally served with summons at Blackfoot, Bingham County, Idaho, and the time allowed by law for answering herein having expired, and the defendant having failed to either appear or answer to plaintiff's complaint and the necessary non-military affidavit having been filed and default of the said defendant having been duly and regularly entered according to law, this cause came on regularly this day to be heard before Hon. Preston Thatcher, Judge of the above entitled Court upon the complaint of the plaintiff and the default of the defendant as aforesaid, J. H. Andersen, Esq., appearing on behalf of the plaintiff and the defendant not appearing either in person or by counsel, the Court proceeded to hear the evidence adduced on behalf of the plaintiff from which it satisfactorily appears to the Court that all of the material allegations of the plaintiff's complaint are proved by competent evidence, free from objection or exception as to its sufficiency, relevancy and materiality and that plaintiff is entitled to the relief prayed for in the complaint.

NOW, THEREFORE, the Court being fully advised in the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the plaintiff, Chester Gail Hall, and the defendant, Kleta Hall, be, and the same are hereby absolutely dissolved and said parties are and each of them is released from all the obligations thereof and restored to the status of single persons.

IT IS FURTHE ORDERED, ADJUDGED, AND DECREED that the plaintiff be, and he is hereby awarded as his sole and separate property, the following personal

property in his possession as alleged in the complaint:

One Buick automobile, subject to conditional sales contract.
One electric stove
One electric washer
One bed and innerspring mattress, all subject to conditional sales contract.
One Kelvinator refrigerator
One cedar chest
One breakfast set and other household articles.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the defendant be, and she is hereby awarded the following personal property in her possession as her sole and separate property, to-wit:

One Studio couch
One electric vacuum cleaner
One oil heater
One table and chairs
Various dishes, kitchen utensils, bedding and linens and one set of American Encyclopedia.

Dated this 27th day of April, 1949.

Preston Thatcher
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I hereby certify that the foregoing is a full, true and correct copy of the decree of divorce granted in the above entitled case on the 27th day of April, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal this 27th day of April, 1949.

V. F. Wootton, Clerk of the District Court.

By Maria J. Randall Deputy

X

6159

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE.

- - - - -

BETTY JEAN ETTERS,)
Plaintiff,)
vs.) D E C R E E
W. L. ETTERS,)
Defendant.)

- - - - -

This cause having been brought on to be heard this 12th day of April, 1949, at Chambers at Gooding, Gooding County, Idaho, being within the above named judicial district, upon the complaint herein, the plaintiff appearing in person and with her counsel, Joseph McFadden, Attorney at Law, and the defendant not appearing; and it appearing that the defendant has been duly served with Summons and copy of the Complaint herein, and his acceptance of such service being on file herein, and that he has failed to plead, or answer, or appear at the hearing hereof, the default of the defendant was heretofore duly entered according to law; and proofs having been regularly taken herein, from which it appears that all of the allegations of the Complaint are sustained by the evidence, and the matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in the Complaint, and that plaintiff has been for more than six full weeks prior to the commencement of this action a resident of the State of Idaho; and the Court being fully advised in the premises, now on motion of Joseph McFadden, Attorney for plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED that the marriage between Betty Jean Etters, plaintiff herein, and W. L. Etters, defendant, be dissolved, and the same is hereby dissolved accordingly; that plaintiff is hereby awarded as her sole

and separate property and estate that certain two wheel trailer, property of the parties herein, subject to the terms of that certain sales agreement, and she is also awarded all the proceeds of said sale as her sole and separate property and estate; that the plaintiff have the exclusive care, custody, control and education of the two minor children of the parties, to-wit: Neila Lou Etters, age two years, and William Frederick Etters, age nine months.

Done at Chambers at Gooding, Gooding County, Idaho, this 12th day of April, 1949.

Filed and Entered
Apr. 12, 1949
Ruby O. Gelskey
Clerk, District Court
Blaine County, Idaho

D. M. SUTPHEN
DISTRICT JUDGE

- - - - -

CERTIFICATE OF TRUE COPY

STATE OF IDAHO,)
: SS
County of Blaine.)

I, RUBY O. GELSKEY, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce in the above entitled matter now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, Blaine County, Idaho, this 12th day of April, 1949.

Ruby O. Gelskey
Clerk

State Copy

6160

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

DONALD C. JOHNSON,
Plaintiff,
-VS-
MELBA JOHNSON,
Defendant.

D E C R E E.

This cause came on to be heard this 21st day of April, 1949, upon complaint of plaintiff, plaintiff being present in person and being represented by Everett B. Taylor, his attorney, the defendant having been personally served with summons and complaint and in writing accepted service of said summons and complaint and refused to plead and default having been entered and duly filed.

Evidence was introduced and the Court finding that the allegations of the complaint are true and that the plaintiff is entitled to divorce, and that the defendant has indicated that she be permitted to use her former name, and the making and rendering of Findings of Fact and Conclusions of Law herein having been waived as a matter of law;

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED;

1. That the marriage between the plaintiff Donald C. Johnson, and defendant Melba Johnson, be dissolved and said parties are and each of them is freed and released from the bonds of matrimony.

2. That the defendant be permitted to use her former name of Melba Maude Jackson.

Done in Open Court at Hailey, Idaho, this 21st day of April, 1949.

P. H. Sutphen,
DISTRICT JUDGE.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BLAINE

.....Donald. C.. Johnson.....
.....
Plaintiff

vs.

Melba Johnson
.....
.....
Defendant

CLERK'S CERTIFICATE OF TRUE COPY

STATE OF IDAHO, } ss.
County of Blaine, }

I, ...RUBY O. GELSKEY....., Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original.....DECREE.....
.....in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this.....
.....21st..... day of .....April.....), A. D., 1949....

Attest: Ruby O. Gelskey Clerk.

By.....Deputy.

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

WANDA C. OSTROM,)
Plaintiff,)
vs.)
GLEN E. OSTROM,)
Defendant.)

STATE OF IDAHO } ss.
County of Bonner }
Filed March 4, 1949
at 11:20 o'clock A. M.
D E C R E E
Alex T. Russell
Clerk of District Court
Vivian E. Shoemaker
Deputy

The above entitled action came on for hearing before the Court sitting without a jury at Sandpoint, Bonner County, Idaho, at ten o'clock A.M. on Friday, March 4th, 1949, at which time the plaintiff appeared in person and represented by one of her attorneys, Everett E. Hunt, Esq., and the defendant did not appear either in person or by attorney, he being in default and his default having been entered, the Court proceeded to hear the case. Thereupon testimony and corroborating testimony was submitted for and upon behalf of the plaintiff, and the Court being fully advised in the premises, and Findings of Fact and Conclusions of Law having been waived by virtue of the default of the defendant and through his failure to appear at the trial, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, Wanda C. Ostrom, be and she hereby is, granted an absolute decree of divorce of and from the defendant, Glen E. Ostrom, upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, control and custody of the minor children, Glen Edward Ostrom Jr., and Ella Faye Ostrom, be awarded to the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant have the right to visit said children at reasonable

and proper times. PROVIDED, however, and based upon the condition that the defendant, Glen E. Ostrom, shall have established the fact that he has paid to the plaintiff, Wanda C. Ostrom, monthly and every month, commencing on the first day of April, 1949, the sum of One Hundred and 00/100 - - - - - - - - Dollars per month for the support of the minor children.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

6161

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6415, WANDA C. OSTROM, Plaintiff, vs. GLEN E. OSTROM, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 4th *day of* March, 1949

Alex T. Russell, *Clerk*

By Vivian E. Shoemaker *Deputy*

6413

6162

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

FRED W. RHODES,
Plaintiff,
vs.
DONNA MAE RHODES,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 2nd day of April, 1949, upon the Complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of his attorneys, O. J. Bandelin; the defendant did not appear, nor was she represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Fred W. Rhodes,

STATE OF IDAHO)
County of Bonner,) ss
Filed April 2, 1949
at 11:35 o'clock A. M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

and the defendant, Donna Mae Rhodes, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

Done in Open Court at Sandpoint, Idaho, this 2nd day of April, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6413, FRED W. RHODES, Plaintiff, vs. DONNA MAE RHODES, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 2d *day of* April *19*49

Alex T. Russell *Clerk*

By Vivian E. Shoemaker *Deputy*

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BONNER

ELIZA JANE DOBSON,
Plaintiff,
-vs-
GEORGE DOBSON,
Defendant.

Filed April 9 1949
at 10:30 o'clock A.M.
Alex J. Russell
Clerk of District Court

DECREE

The above entitled action came on regularly to be heard and tried at Chambers in Sandpoint, Bonner County, State of Idaho, on the 9th day of April, 1949, at 10:00 o'clock a.m. Plaintiff appeared in person and was represented by her attorney, J. Alfred May. The Defendant did not appear in person or by attorney and the defendant having been served with Summons and Complaint in the cause, and he having failed to appear, demur, or answer within the time allowed by law, or at all, and he being in default, his default was heretofore entered; that an affidavit was filed that said defendant was not in military service during the pendency of this action; whereupon, testimony was submitted on behalf of the plaintiff and having waived Findings of Fact and Conclusions of Law by reason of Defendant's not appearing:

NOW, THEREFORE, by reason of the law and the premises, it is hereby ORDERED, ADJUDGED, AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of the action.

It is further ORDERED, ADJUDGED, AND DECREED:

That the bonds of matrimony existing between plaintiff and Defendant be and the same are hereby wholly and forever dissolved on the grounds of having lived apart for five years without cohabitation and that the parties are released from each other and from all matrimonial obligations, and the plaintiff is granted and given an absolute decree of divorce from this defendant.

Dated this 9th day of April, 1949.

E. V. BOUGHTON
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6423, ELIZA JANE DOBSON, Plaintiff, vs. GEORGE DOBSON, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 9th *day of* April, *19*49

Alex T. Russell *Clerk*

By Vivian E. Shoemaker *Deputy*

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

VERNA JEAN HENSLEY,
Plaintiff,
vs.
GUY W. HENSLEY,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 13th day of April, 1949, upon the Complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, Glenn E. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Verna Jean

State of Idaho, County of Bonner } ss.
Filed April 16, 1949
10:15 A.M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

Hensley, and the defendant, Guy W. Hensley, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the minor child of plaintiff and defendant, Terry Hensley, be awarded to the plaintiff, Verna Jean Hensley, subject to the right of the defendant to visit said child at reasonable and proper times, and that the sum of Forty ($40.00) Dollars per month, commencing May 1, 1949, is awarded the plaintiff for the care and support of said minor child.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That plaintiff is to have and recover judgment in the sum of One Hundred Twenty-five ($125.00) Dollars as attorneys' fees and Twenty-five ($25.00) Dollars as suit money.

Done in Open Court at Sandpoint, Idaho, this 13th day of April, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6430, VERNA JEAN HENSLEY, Plaintiff, vs. GUY W. HENSLEY, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 16th *day of* April, *19*49

Alex T. Russell *Clerk*

By Vivian E. Shoemaker *Deputy*

6971 4:10

6165

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DURWARD GEORGE PROCTOR,
Plaintiff,
vs.
RACHEL M. PROCTOR,
Defendant.

DECREE

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 18th day of April, 1949, upon the Complaint of plaintiff, taken as confessed by the defendant who had been duly served by publication and mailing of a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of his attorneys, Glenn E. Bandelin; the defendant did not appear, nor was she represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Durward George Proctor, and the defendant, Rachel M. Proctor, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of wilful desertion for more than one year.

Done in Open Court at Sandpoint, Idaho, this 18th day of April, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO } ss.
County of Bonner }

Filed April 18, 1949
4:10 o'clock P. M.
Alex T. Russell,
Clerk of District Court
Vivian E. Shoemaker,
Deputy

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6371, DURWARD GEORGE PROCTOR, Plaintiff, vs. RACHEL M. PROCTOR, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 18th *day of* April, *19*49

Alex T. Russell, *Clerk*

By Vivian E. Shoemaker *Deputy*

6433 4/25 at 9:00

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF BONNER

CHARLES C. SMITH,
Plaintiff,
-vs-
MARY SMITH,
Defendant.

6166

DECREE

The above entitled action came on regularly to be heard and tried in open court at Sandpoint, Bonner County, State of Idaho, the 23rd day of April, 1949, on stipulation as to the date and place of trial signed by the Plaintiff and the Defendant; which stipulation designated that the 23rd day of April, 1949, at the hour of 11:30 a.m. or as soon thereafter as counsel may be heard, the Plaintiff appearing in person and by his attorney, J. Alfred May, and the Defendant did not appear in person or by attorney.

Upon said hearing it appearing satisfactorily to the Court that the Defendant, Mary Smith, has been duly and regularly served with Summons and Complaint herein as provided by law, and has filed her Anwer herein, and stipulated as to the date and place of trial; that at the time set for hearing, the defendant did not appear and the Court heard the testimony introduced by and in behalf of the plaintiff and in support of his Complaint and having duly considered the law and the evidence andrendered its decision herein in writing consisting of Findings of Fact and Conclusions of Law;

NOW, THEREFORE, in accordance with the Findings heretofore entered in said cause, it is ORDERED, ADJUDGED AND DECREED That the Plaintiff, Charles C. Smith, ~~is entitled~~ is hereby granted and given an absolute Decree of Divorce from the Defendant, Mary Smith, on the grounds of extreme cruelty, and that the bonds of matrimony heretofore existing between Plaintiff and Defendant, be and the same are hereby dissolved.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That Defendant's maiden name, Mary M. Ackenhausen, be and the same is hereby restored to her.

DATED this 23rd day of April, 1949.

E. V. BOUGHTON
District Judge

STATE OF IDAHO } ss.
County of Bonner }

Filed April 25, 1949
at 9:00 o'clock A.M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6433, CHARLES C. SMITH, Plaintiff, vs. MARY SMITH, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 25th *day of* April, *19*49

Alex T. Russell, *Clerk*

By Vivian E. Shoemaker *Deputy*

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

LORENA M. TALBOT Plaintiff, vs. ROBERT M. TALBOT Defendant.	FINDINGS OF FACT AND CONCLUSIONS OF LAW

This cause came on regularly to be heard and tried in open court on the 25th day of March, 1949, before the Court without a jury, the plaintiff, Lorena M. Talbot, appeared in person and Holden & Holden of Idaho Falls, Idaho, appearing for and as the attorneys of record of the above named plaintiff, and E. A. Owen of Idaho Falls, Idaho, appearing for and as one of the attorneys of record of the above named defendant, and the said defendant, Robert M. Talbot, did not appear in person.

That said cause was heard and tried upon the plaintiff's verified Amended Complaint on file herein and upon the verified Answer of the above named defendant on file herein. That plaintiff and her witnesses were duly sworn and examined and testified for and in behalf of the above named plaintiff, and thereupon the said witnesses were cross-examined by the said E. A. Owen, one of the attorneys of record of the above named defendant, and that no witnesses were presented or testified for or in behalf of the above named defendant, and thereupon the plaintiff and the defendant rested, and the Court having heard the testimony and having examined the proofs offered by the said plaintiff, and the Court having duly considered the testimony and documentary evidence submitted in said cause and being now fully advised in the premises, the Court finds the facts as follows:

FINDINGS OF FACT

1. That the above named defendant was duly, regularly and personally served in the County of Bonneville, State of Idaho, with

a true copy of the Summons issued out of said Court in said cause, attached to which was a true copy of the Complaint filed herein, as well as the Order To Show Cause and Restraining Order issued out of this Court and cause on the 19th day of November A.D. 1948; that thereafter and on the 1st day of December, 1948, the said defendant, Robert M. Talbot, was duly, regularly and personally served with a true copy of plaintiff's verified Amended Complaint on file herein; that thereafter the said defendant filed his verified Answer in said cause; that this Court has jurisdiction of the subject matter of this suit, and of the person of the above named plaintiff and of the person of the above named defendant.

2. That the plaintiff is now, and has for more than six weeks last past and next preceding the commencement of this action, been a bona fide resident and inhabitant of the County of Bonneville, State of Idaho.

3. That the plaintiff and defendant intermarried at Beaver, in the County of Beaver, State of Utah, on or about the 10th day of July, 1936, and ever since said date have been and now are husband and wife.

4. That no children have been born the issue of said marriage.

5. That the above named plaintiff and the above named defendant were formerly husband and wife and intermarried on the 10th day of July, 1916; that three children were born the issue of said first marriage of plaintiff and defendant, to-wit: a son named Robert Talbot, born on the 15th day of April, 1917, and a son named Lewis William Talbot, born April 28, 1918, and a daughter, named Maebelle Leonora Talbot, born July 10, 1921; that on the 28th day of August, A.D. 1935, the bonds of matrimony then existing between the above named plaintiff and the above named defendant was dissolved by decree of this Court, and that by the terms of said decree of divorce, the plaintiff was awarded the custody of said three minor children; that since the second marriage of plaintiff and defendant on July 10, 1936, the said sons and daughter of plaintiff and

defendant have married and reside separate and apart from plaintiff and defendant.

6. That since said marriage of plaintiff and defendant on the 10th day of July, 1936, the defendant has treated the plaintiff with extreme cruelty and more particularly as follows:

A. That shortly after said marriage, the defendant ceased to accord to the plaintiff the consideration due to her from him as his wife, and utterly ceased and failed, and has ever since, wholly failed to show to the plaintiff any kindness or consideration whatever, but has at all times been cruel, overbearing, domineering and unkind, and has constantly heaped upon the plaintiff all manner of reproach and abuse.

B. That from June 1938 to March 1, 1944, the plaintiff and defendant owned and operated what is known as, and called Talbot Motor Court in Idaho Falls, Idaho. That on or about June 15th, 1939, the plaintiff fell into a hole on said premises and dislocated her left knee; that plaintiff was required to wear a cast for some time and to walk with crutches; that defendant insisted on plaintiff doing more work than she could stand in her crippled condition; that defendant refused to pay the help a sufficient wage to keep them, and that during such times, the plaintiff was required to perform the additional work, and it was more than she could stand.

C. That along in the summer of 1942, the said plaintiff caught the defendant with his arms around a female employee of the plaintiff and defendant, and later found the defendant and the same employee in plaintiff's and defendant's living apartment with the door locked.

D. That along in June 1942, while plaintiff was ill, plaintiff's and defendant's daughter, Maebelle Leonora Talbot, had a day off from her work and was assisting plaintiff in and about the work of said motor court, and that during said time, the said Maebelle Leonora Talbot spilled a few drops of water on the floor, whereupon the defendant became greatly enraged and struck the daughter a severe blow on the nose, knocking the daughter down and when she

attempted to get up, the defendant would boot her and kept her down, and plaintiff went over and attempted to stop the defendant from further abusing their said daughter and the defendant thereupon struck this plaintiff a vicious blow on the body and knocked her six or seven feet, where she hit the wall; that this cruel treatment inflicted upon the plaintiff by defendant, caused this plaintiff great physical pain and suffering and forced plaintiff to return to bed for several days thereafter; that the defendant's blow on the said daughter's nose caused her nose to bleed and the plaintiff's and defendant's daughter suffered great physical pain and mental anguish; that same day plaintiff's and defendant's said daughter, Maebelle Leonora Talbot, left home and she never came back home to live.

E. That if plaintiff was a little behind with a meal, the defendant would become greatly enraged and would call the plaintiff an "old rip" and "hellion".

F. That on numerous occasions, the defendant would become angry and would call this plaintiff a "hell cat" and "orneriest damn woman on earth, without an ounce of sense on earth", and "you dress like an old whore and you must be one, or you wouldn't attract attention and everybody speak to you"; that defendant frequently called plaintiff a "whore".

G. That along in the spring of 1948, the defendant said to plaintiff, "I have my money in both boots and sister, it's going to stay there, and if I can find a sixteen-year old that would have me, I would take her".

H. That on or about the 27th day of September, 1948, while plaintiff and defendant were returning from Oregon to Idaho Falls, Idaho, the defendant said to plaintiff, "none of the children have any use for you and they all know what you are"; that said defendant also said to plaintiff, "I ought to stop the car and take you out in the field and beat the daylights out of you", and thereupon called this plaintiff a "whore"; that said defendant has frequently called this plaintiff a "damn chippy" and "low down" and "lower down than

a damn snake".

I. That on November 15, 1948, while plaintiff and defendant were talking about a property settlement in a contemplated divorce action, the defendant said "wouldn't you feel like a prize heel, as little as you have done to get it?" and "I'll tell you what you'll get".

7. That the cruel and inhuman treatment inflicted upon the plaintiff by the defendant has caused plaintiff great physical pain and mental anguish, and that by reason of such inhuman treatment, the plaintiff has become and is a nervous wreck, and has become greatly enfeebled in health, and is now and has been for several months last past, under the doctor's care.

8. That all of the acts and things so done and performed on the part of the defendant toward the plaintiff were without cause or provocation; that the plaintiff at all times since said marriage, has demeaned herself toward the defendant as a true and loving wife, has consulted his comfort and convenience and has striven in every way and manner to make him happy, and has performed all of the duties of a wife and mother to the test of her ability.

9. That the design of the defendant in all of the acts and things above set forth, was to vex, annoy and harass said plaintiff and the effects of such acts was to vex, annoy and harass said plaintiff and render her life burdensome and insupportable; that the said plaintiff was unable longer to endure said cruel and inhuman treatment inflicted upon her by the defendant, and since the 26th day of September, 1948, has resided separate and apart from the said defendant.

10. That plaintiff and defendant are possessed of the following described real and personal property, all of which is community property and was acquired by plaintiff and defendant since marriage and through the joint efforts of both; $83,000.00 lawful money of the United States, which said sum was acquired by plaintiff and defendant through the sale of various real properties, located

in Idaho Falls, Idaho, and which said sum of money is and has been at all times, in the possession of, and under the control of the said defendant; that during the time the said sum of money was being accumulated by plaintiff and defendant, the income of the said plaintiff and defendant was more than sufficient for their current needs; that plaintiff and defendant are also possessed of real estate and other personal property of the value of $18,750.00 and is described as follows, to-wit:

> Lots Forty-three (43) to Forty-eight (48) inclusive, Block Fifteen (15), Mayflower Addition to the City of Idaho Falls, Idaho, as per the recorded plat thereof; Lot Two (2) in Block Twenty-four (24), original townsite, Idaho Falls, Idaho; Lots Ten (10), Eleven (11) and Twelve (12), Block Eleven (11), Capitol Hill Addition to the City of Idaho Falls, Idaho; Lots One (1) to Seven (7), both inclusive, Block Eleven (11), Capitol Hill Addition to the City of Idaho Falls, Idaho.

11. That plaintiff and defendant are also possessed of the following described personal property:

> One Pontiac 8 Sedan Automobile, Motor No. C8PB8119, Serial No. C8PB8119, Shot Guns, Rifle, one two-wheeled luggage trailer, one sewing machine, all household goods and furniture, Delta Band Saw, one Jig Saw; also Postal Savings Notes as follows:

Postal Savings Notes

Acct. #6019		Interest paid to Aug. 1, 1946	
$500.00	Serial #2385	Aug. 5, 1946	Issue Date
500.00	" #2386	Aug. 5, 1946	" "
500.00	" #2387	Aug. 5, 1946	" "
500.00	" #2388	Aug. 5, 1946	" "
500.00	" #2389	Aug. 5, 1946	" "

12. That the above described real property and the last above described personal property are of the value of $18,750.00, and that the said plaintiff is entitled to have awarded and decreed to her, as her sole and separate property, all of the above mentioned and described real estate and the last above mentioned and described personal property, aggregating in value the sum of $18,750.00.

13. That the plaintiff is also entitled to a Judgment against the said defendant for the sum of $32,125.00, lawful money of the United States.

14. That the defendant is entitled to have awarded and decreed

to him, as his sole and separate property, all the rest, residue and remainder of said community property of plaintiff and defendant.

15. That the said plaintiff has always worked faithfully and labored hard in assisting and helping to acquire said property, and that said defendant has always kept the said plaintiff in the dark as to the amount of money on hand, or the place or places where the same is located or has been invested.

16. That the defendant concealed and absconded with the largest part of the community estate in the form of cash.

17. That the defendant has concealed his own whereabouts, evading the process of the Court and in that way, refused to account.

18. That the said plaintiff never condoned any of the acts of cruelty of the defendant and that the plaintiff never forgave the said defendant therefor, as alleged in defendant's Answer to plaintiff's Amended Complaint, or at all.

19. That the said plaintiff never cohabited with the said defendant since September 26, 1948, and the said plaintiff and defendant have never lived together as husband and wife since the said 26th day of September, 1948, and the said plaintiff, by her acts and conduct, never condoned any of the acts of cruelty inflicted upon her by the said defendant.

20. That the allegations in paragraph 10 of the defendant's Answer to plaintiff's Amended Complaint, wherein it is alleged that the total value of all the community property belonging to plaintiff and defendant does not exceed the sum of $25,000.00, is untrue.

21. That the plaintiff is entitled to a judgment and decree dissolving the bonds of matrimony between the above named plaintiff and the above named defendant, as prayed for in her Amended Complaint.

22. That all of the material allegations of plaintiff's verified Amended Complaint are true and have been supported and proven by testimony, free from all legal exceptions or objections.

23. That all of the material allegations of the defendant's

Answer to plaintiff's Amended Complaint are untrue, excepting those allegations which admit the allegations contained in plaintiff's verified Amended Complaint.

CONCLUSIONS OF LAW

From the foregoing Findings of Fact the Court finds as Conclusions of Law:

1. That the plaintiff is entitled to a Judgment and Decree, dissolving the bonds of matrimony between the above named plaintiff and the above named defendant, as prayed for in her Complaint.

2. That the plaintiff is entitled to have awarded and decreed to her, as her sole and separate property and for her sole and separate use and benefit, the following described real and personal property, of the value of $18,750.00:

Lots Forty-three (43) to Forty-eight (48) inclusive, Block Fifteen (15), Mayflower Addition to the City of Idaho Falls, Idaho, as per the recorded plat thereof; Lot Two (2) in Block Twenty-four (24), original townsite, Idaho Falls, Idaho; Lots Ten (10), Eleven (11) and Twelve (12), Block Eleven (11), Capitol Hill Addition to the City of Idaho Falls, Idaho; Lots One (1) to Seven (7), both inclusive, Block Eleven (11), Capitol Hill Addition to the City of Idaho Falls, Idaho.

One Pontiac 8 Sedan Automobile, Motor No. C8PB8119, Serial No. C8PB8119, Shot Guns, Rifle, one two-wheeled Luggage Trailer, one sewing machine, all household goods and furniture, Delta Band Saw, one Jig Saw; also Postal Savings Notes as follows:

Postal Savings Notes

Acct. #6019		Interest paid to Aug. 1, 1946	
$500.00	Serial #2385	Aug. 5, 1946	Issue Date
500.00	" #2386	Aug. 5, 1946	" "
500.00	" #2387	Aug. 5, 1946	" "
500.00	" #2388	Aug. 5, 1946	" "
500.00	" #2389	Aug. 5, 1946	" "

3. That the plaintiff is also entitled to a Judgment against the said defendant for the sum of $32,125.00, lawful money of the United States.

4. That the defendant is entitled to have awarded and decreed to him, as his sole and separate property, all the rest, residue and remainder of said community property of plaintiff and defendant.

Let Judgment and Decree be entered accordingly.

Dated this 12th day of April, A.D. 1949.

By the Court:

C. J. Taylor
District Judge

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

LORENA M. TALBOT, Plaintiff,	)	J U D G M E N T and D E C R E E
vs.	)	
ROBERT M. TALBOT, Defendant.	)	

This cause came on regularly to be heard and tried in open Court on the 25th day of March, 1949, before the Court without a jury, the plaintiff, Lorena M. Talbot, appeared in person and Holden & Holden of Idaho Falls, Idaho, appeared for and as the attorneys of record of the above named plaintiff, and E. A. Owen, of Idaho Falls, Idaho, appeared for and as one of the attorneys of record of the above named defendant, and the said defendant, Robert M. Talbot, did not appear in person.

That said cause was heard and tried upon the plaintiff's verified Amended Complaint on file herein, and upon the verified Answer of the above named defendant on file herein. That plaintiff and her witnesses were duly sworn and examined and testified for and in behalf of the above named plaintiff, and thereupon the said witnesses were cross-examined by the said E. A. Owen, one of the attorneys of record of the above named defendant, and that no witnesses were presented or testified for or in behalf of the above named defendant, and thereupon the plaintiff and the defendant rested, and the Court having heard the testimony and having examined the proofs offered by the said plaintiff, and the Court having duly considered the testimony and documentary evidence submitted in said cause, and being now fully advised in the premises, and in accordance with the above and foregoing Findings of Fact and Conclusions of Law made and filed herein,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage between the above named plaintiff, Lorena M. Talbot, and the above named defendant, Robert M. Talbot, be, and the same is, hereby forever dissolved, set aside and held for naught, and that the plaintiff and defendant, and each of them, be, and they are, hereby forever absolutely released from all the obligations thereof.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the following described real property, to-wit:

> Lots Forty-three (43) to Forty-eight (48) inclusive, Block Fifteen (15), Mayflower Addition to the City of Idaho Falls, Idaho, as per the recorded plat thereof; Lot Two (2) in Block Twenty-four (24), original townsite, Idaho Falls, Idaho; Lots Ten (10), Eleven (11) and Twelve (12), Block Eleven (11), Capitol Hill Addition to the City of Idaho Falls, Idaho; Lots One (1) to Seven (7), both inclusive, Block Eleven (11), Capitol Hill Addition to the City of Idaho Falls, Idaho, all in Bonneville County, Idaho,

be, and the same is hereby awarded and decreed to the said plaintiff, Lorena M. Talbot, as her sole and separate property, and for her sole and separate use and benefit, and the said defendant be, and he is hereby divested of all right, title and interest in and to the same.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the following described personal property, to-wit:

> One Pontiac 8 Sedan automobile, Motor No. C8PB8119, Serial No. C8PB8119, shot guns, rifle, one two-wheeled luggage trailer, one sewing machine, all household goods and furniture, Delta band saw, and one jig saw,

be, and the same is hereby awarded and decreed to the said plaintiff, Lorena M. Talbot, as her sole and separate property and for her sole and separate use and benefit, and that the said defendant, Robert M. Talbot, be, and he is hereby divested of all right, title and interest in and to the same.

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREE, that the following Postal Savings Notes, to-wit:

Postal Savings Notes

Acct. #6019		Interest paid to Aug. 1, 1946	
$500.00	Serial #2385	Aug. 5, 1946	Issue Date
500.00	" #2366	Aug. 5, 1946	" "
500.00	" #2387	Aug. 5, 1946	" "
500.00	" #2388	Aug. 5, 1946	" "
500.00	" #2389	Aug. 5, 1946	" "

be, and the same is hereby awarded and decreed to the above named plaintiff, Lorena M. Talbot, as her sole and separate property, and for her sole and separate use and benefit, and that the defendant, Robert M. Talbot, be, and he is hereby divested of all right, title and interest in and to all of said Postal Savings Notes.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the above named plaintiff, Lorena M. Talbot have, and recover of and from the above named defendant, Robert M. Talbot, the sum of $32,125.00, lawful money of the United States, and execution shall issue therefor.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant, be, and he is hereby awarded and decreed, as his sole and separate property, and for his sole and separate use and benefit, all the rest, residue and remainder of the said community property of plaintiff and defendant.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff have and recover of and from the said defendant, her costs and disbursements herein expended, taxed and allowed in the sum of $

Dated this 12th day of April, A. D. 1949.

C. J. Taylor
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Judgment and Decree in case No. 7291, Lorena M. Talbot, vs. Robert M. Talbot, recorded in Book 15 of Judgments, page 254,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 12th day of May, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

- - -

BONNIE WELCH,)
Plaintiff,)
-vs-) DECREE.
ROBERT J. WELCH,)
Defendant.)

- - -

The above entitled cause coming on regularly to be heard and tried before the Honorable C. J. Taylor, District Judge, at Chambers at Idaho Falls, County of Bonneville, State of Idaho, on the 1st day of April, 1949, the plaintiff appearing in person and by one of her attorneys, Errol H. Hillman, and the defendant appearing not, either in person or by attorney, and it appearing that the above named defendant has been duly and regularly served with process herein, and that he has filed herein an appearance submitting himself to the jurisdiction of this Court, and has refused to plead further in said cause, and has consented to an immediate hearing of this case without further notice to him, either in term time or vacation, in open Court or in Chambers, and has waived the making of findings of fact and conclusions of law herein, and has consented that default be entered against him, and the default of the said defendant having been duly and regularly entered herein, and the parties hereto having entered into a Stipulation with respect to the custody of their minor children Robert J. Welch, Jr., and Gregory L. Welch, and for the payment of a certain sum each month by the defendant to the plaintiff as permanent alimony and for the support and maintenance of said minor children, and it appearing to the Judge that said Stipulation is in all respects fair, just and equitable, and the

Judge having heard the evidence and the matter having been submitted, and it appearing that all of the allegations contained in plaintiff's complaint are true, and that the plaintiff is entitled to a divorce on the ground of extreme cruelty, and the Judge being fully advised in the premises,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony existing between the plaintiff, Bonnie Welch, and the defendant, Robert J. Welch, be, and they are hereby dissolved, and each restored to the status of a single person.

2. That the plaintiff, Bonnie Welch, shall have, and she is hereby granted, the care, custody and control of the minor children, Robert J. Welch, Jr., and Gregory L. Welch during eleven months of each year, and the defendant, Robert J. Welch shall have, and he is hereby granted, the care, custody and control of said minor children during the month of July of each year, provided, however, that the defendant, Robert J. Welch, shall have the right to visit said minor children at all reasonable times and places while they are in the custody of the plaintiff, Bonnie Welch, and provided further, that the plaintiff, Bonnie Welch, shall have the right to visit said minor children at all reasonable times and places while they are in the custody of the defendant, Robert J. Welch.

3. That the defendant, Robert J. Welch, shall pay to the plaintiff, Bonnie Welch, the sum of $25.00 each month as and for the support, maintenance and education of the minor child Robert J. Welch, Jr., until said child shall reach the age of majority, and the further sum of $25.00 each month as and for the support, maintenance and education of the minor child, Gregory L. Welch, until said child shall reach the age of majority.

4. That the defendant, Robert J. Welch, shall pay to

the plaintiff, Bonnie Welch, the sum of $42.00 each month as and for her support and maintenance until she shall re-marry or until further Order of this Court.

Dated this 1st day of April, 1949.

C. J. Taylor
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

6198

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case No. 7358, entitled Bonnie Welch, plaintiff, vs. Robert J. Welch, Defendant, recorded in Book 15 of Judgments, page 223,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 12th day of May, 1949

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

VERL TOVSON,

Plaintiff,

vs JUDGMENT

STANLEY TOVSON,

Defendant.

The above entitled cause came on for final hearing before the undersigned Judge of said District Court, at Chambers of the Court, at Idaho Falls, Bonneville County, Idaho, in said district, on this 1st day of April, 1949, Albaugh, Bloem & Hillman appearing as attorneys for the plaintiff, and no appearance being made by or for the defendant, it appearing that due service of the summons in said cause has been made upon the defendant personally, within the State of Idaho, and that the time allowed by law for answering said complaint has expired, and that no answer, demurrer, or other appearance has been made by or for the defendant, and that defendant is wholly in default, and that the default of the defendant has been duly entered in said cause, as provided by law, whereupon the court proceeded to hear the evidence adduced by the plaintiff in support of the allegations of the complaint, and after due consideration of the evidence and the files and records in said action, the court finds that the allegations of the complaint are fully sustained by the evidence, and that plaintiff is entitled to the relief demanded in said complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the

plaintiff have, and she is hereby awarded, the judgment of this court, as follows:

1. That the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are dissolved, and each of the parties is restored to the status of a single person.

2. That the plaintiff is hereby awarded the sole care, custody and control of the minor child of the parties, Cedinia Toyson.

3. That the defendant pay to the plaintiff as and for the support and maintenance of said child and for the support and maintenance of the plaintiff the sum of Thirty-five Dollars, per month, payable on the 1st day of each month, commencing on the 1st day of April, 1949, and continuing until the further order of the Court herein.

4. That the defendant pay to Albaugh, Bloom & Hillman, plaintiff's attorneys herein, the sum of One Hundred Dollars, for their services and expenses on behalf of plaintiff in this cause, payable on the entry of judgment herein.

Dated this 1st day of April, 1949.

C. J. TAYLOR
District Judge.

STATE OF IDAHO, }
County of Bonneville, } ss.

6169

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Judgment in case No. 7347, entitled Verl Tovson, plaintiff, vs. Stanley Tovson, Defendant, recorded in Book 15 of Judgments, page 227.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 12th day of May, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

IDA ALLEN,	)	
Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
ALBERT ALLEN,	)	
Defendant.	)	

- - - - - - - - - - - - - - - -

This cause came on regularly for trial, in chambers at Idaho Falls, Idaho, on this 1st. day of April, 1949, Henry S. Martin appearing as counsel for plaintiff and no one appearing for or on behalf of the defendant; whereupon plaintiff was duly and regularly sworn and examined and testified for and in her own behalf and thereupon Zua E. Long was duly and regularly sworn and testified for and in behalf of the above named plaintiff, and thereupon the plaintiff rested, and the defendant having submitted no proof whatever for or in his behalf, this cause was thereupon submitted for and in behalf of the plaintiff, and the Court being fully advised in the premises, now finds as follows:

That since the filing of the complaint in this action, the community property rights of the parties hereto have been determined and settled between the plaintiff and defendant, and, therefore, no provisions is made in this decree as to said community property.

That the above named defendant has been duly and regularly served with a true copy of the summons issued out of the above entitled court in the within cause, attached to which was a true copy of the complaint filed herein; that the defendant has entered no appearance herein and that the default of the said defendant has been duly and regularly entered according to law,

NOW, THEREFORE, on motion of Henry S. Martin, the attorney of

record for the above named plaintiff.

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Ida Allen, and the above named defendant, Albert Allen, be, and the same hereby is, forever dissolved, set aside and held for naught, and that the plaintiff and defendant, and each of them, be, and they hereby are, restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff's former name, to-wit: Ida Fisher, be, and the same is hereby restored to her.

Made, dated and entered at Idaho Falls, Idaho, this 1st. day of April, 1949.

C. J. Taylor

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

6170

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in case No. 7118, entitled Ida Allen, Plaintiff, vs. Albert Allen, Defendant, recorded in Book 15 of Judgments, page 233,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 12th day of May, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

X

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

6171

ELNA ELIZABETH ENGSTROM, PLAINTIFF, VS GUSTAV A ENGSTROM, DEFENDANT.	DECREE OF DIVORCE

This cause came on regularly for hearing, in Chambers, at Idaho Falls, Idaho, on this 1st day of April 1949, John Ferebauer appearing as counsel for the plaintiff and no one appearing for or on behalf of the defendant; whereupon, plaintiff was duly and regularly sworn and examined and testified for and in her own behalf, and thereupon Gene Engstrom was duly and regularly sworn and testified for and in behalf of the above-named plaintiff and thereupon the plaintiff rested, and the defendant having submitted no proff whatever for or in his behalf this cause was thereupon submitted to the Court for its decision upon the testimony submitted for and in behalf of the plaintiff, and it further appearing that the parties hereto have entered into a written stipulation providing for a full and complete settlement of all of the property rights of the respective parties, and it further appearing that said stipulation and the terms thereof are fair, just and equitable to each of the parties hereto and that the same should be approved by the Court, and the Court being fully advised in the premises, now finds as follows:

I

That the above-named defendant has been duly and regularly served with a true copy of the summons issued out of the above-entitled Court in the within cause, attached to which was a true copy of the complaint filed herein; that defendant has entered his appearance in said action by Demurrer; that said Demurrer, on November 19, 1948, was overruled by said Court and defendant granted leave to file an Answer; that by written stipulation of the said parties filed herein the above-named defendant refuses to answer,

or plead further, and waives additional time in which to plead further and consents that default may be entered against him and submits himself to the jurisdiction of the Court, and expressly agrees that the within cause may be tried and final judgment rendered and entered herein, either in term time or vacation, at Chambers or in open court, without notice to said defendant; that this Court has jurisdiction of the subject matter of this suit and of the person of the above-named plaintiff and the person of the above-named defendant.

II

That the terms and provisions of said Stipulation, and each and all of them, are fair, just and equitable and the Court approves and adopts the provisions of said Stipulation and makes the same a part of this Decree.

NOW, THEREFORE, on motion of John Forebauer, attorney of record for plaintiff,

IT IS HEREBY CONSIDERED, ADJUDGED, ORDERED AND DECREED, that the marriage heretofore and now existing between the above-named plaintiff, Elna Elizabeth Engstrom, and the above-named defendant, Gustav A Engstrom, be, and the same hereby is forever dissolved, set aside and held for naught, and that the plaintiff and defendant and each of them be, and they hereby are, restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff is hereby awarded the care, custody and control of Milton Norbit, 17 years of age and Wendell Ray, 11 years of age, minor children of plaintiff and defendant; provided, however, that the said defendant is hereby permitted to visit said minor children at any reasonable time and place.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the parties herein, from their community property, deposit, forthwith, in the name of the plaintiff, in the American National Bank, of Idaho Falls, the sum of $2500.00 as and for support money for the minor children of plaintiff and defendant, and said money so deposited may be withdrawn by the plaintiff at the rate and amount of $35.00 each month from said bank account, provided however, that in

the event of serious illness of said minor children, or either of them, said Order may be modified to permit plaintiff to withdraw sufficient sums with which to pay all necessary hospital bills and doctor bills.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff is hereby awarded as her sole and separate property all of the dishes, silverware, blankets, bedding, rugs, kitchen utensils, household furniture, and fixtures of every kind, nature and description owned by the parties to this action; and that the defendant is hereby awarded as his sole and separate property all of the farm machinery, implements, small tools and equipment owned by the parties to this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that any and all livestock owned by the parties hereto shall be immediately sold and the money received from said sale shall be divided equally between the parties to this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that each party to this action shall pay one-half of all Federal and State income taxes for which they are liable to the date of this Decree, including all income taxes accruing from the sale of the real and personal community property of said parties.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the community property of said parties now held by John Ferebauer, attorney for plaintiff, as trustee, be disbursed as provided in the stipulation filed herein, and the balance remaining be paid to the parties to this action in equal shares, share and share alike to each party.

Dated this 1st day of April, 1949.

/s/ C J TAYLOR
JUDGE OF THE DISTRICT COURT

STATE OF IDAHO, }
County of Bonneville, } ss.

6171

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in case No. 7220, entitled Elna Elizabeth Engstom, Plaintiff, vs, Gustav A. Engstom, Defendant, recorded in Book 15 of Judgments, page 219,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 12th day of May, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CLARA CLANCY, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
CARLOS CLANCY, Defendant.	)	

The above-entitled cause came on for hearing this 8th day of April, 1949, the plaintiff appearing with counsel, John M. Sharp, and her witness, Mrs. Cleah Nash. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with a true copy of the Summons issued out of the above-entitled court in the within cause, attached to which was a true copy of the Complaint filed herein, and has failed to plead thereto; that the default of the defendant has been duly entered and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of extreme cruelty;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Clara Clancy, and the above-named defendant, Carlos Clancy, be, and the same hereby is, forever dissolved, set aside and held for naught.

II.

That the care, custody and control of Delores Ann Clancy, minor daughter of plaintiff and defendant is hereby awarded to the plaintiff, subject to the right of the defendant to see and visit said Delores Ann Clancy at all reasonable times and places.

III.

That the defendant, Carlos Clancy, be and he hereby is, ordered and directed to pay to the plaintiff the sum of $25.00 per month for the support, maintenance, care and well-being of the said Delores Ann Clancy.

IV.

That an undivided one-half interest in the four-room frame house, located in Dubois, Idaho, and the DeSoto two-door sedan now held in common by plaintiff and defendant, be awarded to both plaintiff and defendant. That the said house and automobile be sold at the earliest convenience of both parties and that the proceeds be divided equally between plaintiff and defendant.

V.

That the furniture owned by plaintiff and defendant and now located in their home at Dubois, Idaho, be, and the same is hereby ordered divided equally between the parties.

Dated this 8th day of April, 1949

C. J. Taylor

STATE OF IDAHO, }
County of Bonneville, } ss.

6172

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in case No. 7369, entitled Clara Clancy, plaintiff, vs. Carlos Clancy, defendant, recorded in Book 15 of Judgments, page 240,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 12th day of May, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

Patricia Ellis,

Plaintiff,

vs JUDGMENT

Max Lloy Ellis,

Defendant.

The above entitled cause came on for final hearing before the undersigned Judge of said District Court, at chambers of the court, at Idaho Falls, Bonneville County, Idaho, this 8th day of April, 1949, the plaintiff appearing in person and by her attorneys, Albaugh, Bloem & Hillman, and no appearance being made by or for the defendant, it appearing from the files of this action that the defendant has entered into a stipulation with the plaintiff, wherein the defendant, among other things, acknowledged that he has been served with the summons in this action, by receipt of a true copy, together with a copy of the complaint in said action thereto attached, appeared generally in said cause and acknowledged the jurisdiction of this court herein, and refused to demur, answer or plead further in said action, consented that default may be entered against him and said cause be heard at any time, without further notice to defendant, and waived the making of findings of fact and conclusions of law, and consented that judgment might be entered herein at any time, and it further appearing that the time allowed by law for answering said complaint has expired, and that the defendant has failed to answer, demur, or otherwise appear in this cause other than his appearance in said stipulation, the default of the defendant in the premises was duly entered herein according to law.

The court thereupon proceeded to hear the evidence adduced

by the plaintiff in support of the allegations of the complaint, and upon due consideration of such evidence, and the files and records of this action, the court finds that the allegations of the complaint are fully sustained by the evidence, and that the plaintiff is entitled to the relief prayed for in said complaint. The court further finds that the defendant's true name is Max Lloy Ellis, and that this action was brought against the defendant in his true name, and that the defendant is sometimes known as Lloyd Ellis and that he appeared herein in said stipulation under such name, that the defendant's signature appears on said stipulation and the court further finds that Max Lloy Ellis and Lloyd Ellis are one and the same person. The court further finds that the stipulation executed by the parties is fair and reasonable, having due regard to the circumstances of the parties, and the court adopts the same. It further appears, and the court finds, that defendant has paid the sum of $120.00 to plaintiff for her attorneys' fees and costs herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and the same hereby are, dissolved, and each of the parties is restored to the status of a single person.

2. That the care and custody of the minor child of the parties, Ricky Newell Ellis, be, and the same hereby is, awarded to plaintiff, and that defendant pay to plaintiff the sum of Thirty Dollars ($30.00) per month as and for the support and maintenance of said child until said child attains the age of majority, or until the further order of the court in the premises.

Dated April 8, 1949.

C. J. Taylor
District Judge.

STATE OF IDAHO, } ss.
County of Bonneville, }

6173

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Judgment in case No. 7361, entitled Patricia Ellis, plaintiff vs. Max Lloy Ellis, Defendant,
recorded in Book 15 of Judgments, page 237,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 12th day of May, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

VIRGINIA LEE McKINLEY,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
MAYNARD EDWARD McKINLEY,)
Defendant.)

- - - - - - - - - - - - - - - - - - -

This cause came on regularly for trial, in chambers, at Idaho Falls, Idaho, on this 8th. day of April, 1949, Henry S. Martin appearing as counsel for plaintiff and no one appearing for or on behalf of the defendant; whereupon plaintiff was duly and regularly sworn and examined and testified for and in her own behalf and thereupon Mrs.Garland Dennis was duly and regularly sworn and testified for and in behalf of the above named plaintiff and thereupon the plaintiff rested, and the defendant having submitted no proof whatever for or in his behalf, this cause was thereupon submitted for and in behalf of the plaintiff, and the Court, being fully advised in the premises, now finds as follows:

That the above named defendant has been duly and regularly served with a true copy of the summons issued out of the above entitled court in the within cause, attached to which was a true copy of the complaint filed herein; that the defendant has entered no appearance herein and that the default of the said defendant has been duly and regularly entered according to law,

NOW, THEREFORE, on motion of Henry S. Martin, the attorney of record for the above named plaintiff,

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED that the marriage heretofore and now existing between the above named

plaintiff, Virginia Lee McKinley, and the above named defendant, Maynard Edward McKinley, be, and the same hereby is, forever dissolved, set aside and held for naught, and that the plaintiff and defendant, and each of them, be, and they hereby are, restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff's maiden name, to-wit: Virginia Lee Galloway, be, and the same is hereby restored to her.

Made, dated and entered at Idaho Falls, Idaho, this 8th. day of April, 1949.

C. J. Taylor

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

6174

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in case No. 7355, entitled Virginia Lee McKinley, Plaintiff, vs. Maynard Edward Mckinley, defendant, recorded in Book 15 of Judgments, page 243,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 12th day of May, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

ADELLA MAE MADDEN Plaintiff vs. PAUL R. MADDEN Defendant	DECREE

The above entitled cause came on regularly for hearing this 8th day of April, 1949; the plaintiff appeared in person with her witness and counsel; the defendant did not appear, either in person or by counsel.

It appearing to the court that the defendant was duly and personally served with summons and complaint, that he has failed to plead thereto and the time allowed by law for pleading thereto has expired; the default of the defendant has been duly entered and the affidavit of military service has been filed as prescribed by the Soldiers and Sailors Civil Relief Act as amended; and the court being fully advised in the premises, now therefore:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

That the bonds of matrimony heretofore existing by and between Adella Mae Madden and Paul R. Madden, be and the same are hereby dissolved and held for naught, and that each party is freed from the other and placed in the status of single persons.

Dated this 8th day of April, 1949.

C. J. Taylor
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

6175

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree in case No. 7343, entitled Adella Mae Madden, plaintiff, vs. Paul R. Madden, defendant,
recorded in Book 15 of Judgments, page 246,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 12th day of May, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

JESSICA B. KARR,
Plaintiff,
vs.
DARWIN O. KARR,
Defendant.

DECREE

This cause came on regularly to be heard and tried before the Honorable C. J. Taylor, Judge of the above entitled Court in Chambers at Idaho Falls, Bonneville County, Idaho, on this 9th day of April, 1949. The plaintiff Jessica B. Karr appeared in person and Holden & Holden of Idaho Falls, Idaho, appeared for and as the attorneys of record of the above named plaintiff and John M. Sharp, of Idaho Falls, Idaho, appeared for and as the attorney of record of the above named defendant, and the said defendant, Darwin O. Karr, did not appear in person.

The said cause was heard and tried upon the plaintiff's verified Complaint on file herein and upon the verified Answer of the above named defendant on file herein. That plaintiff and her witnesses were duly sworn and examined and testified for and in behalf of the above named plaintiff, and thereupon the said witnesses were cross-examined by the said John M. Sharp, the attorney of record of the above named defendant, and that no witnesses were presented or testified for and in behalf of the above named defendant and thereupon the above named plaintiff and the defendant rested, and the attorneys of record of the above named plaintiff and the attorney of record of the above named defendant having orally consented in open court that making of Findings of Fact and Conclusions of Law herein are waived, and the Court having heard the testimony and having examined the proofs offered by the said plaintiff, and the Court having duly considered the testimony and documentary evidence submitted in said cause, and being now fully advised in the premises:

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Jessica B. Karr, and the above named defendant, Darwin O. Karr, be, and the same is hereby forever dissolved, set aside, and held for naught, and that the plaintiff and the defendant, and each of them, be, and they are hereby forever released from all the obligations thereof.

Dated this 9th day of April, A.D. 1949.

C. J. Taylor
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

6176

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree in case No. 7320, entitled Jessica B. Karr, plaintiff vs. Darwin O. Karr, defendant,
recorded in Book 15 of Judgments, page 251

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 12th day of May, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

X

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

MARIE SIMNITT,

Plaintiff,

vs.

JACK SIMNITT,

Defendant.

COPY

DECREE OF DIVORCE

This cause came on regularly to be heard before the Honorable Preston Thatcher, District Judge, in Chambers, at Idaho Falls, Bonneville County, State of Idaho, on this 22nd day of April, 1949; the plaintiff appearing in person and W. K. Naylor appearing as counsel for the plaintiff, and the defendant appearing not, either in person or by counsel, whereupon the plaintiff was duly and regularly sworn and examined and testified for and in her own behalf, and thereupon one Cecelia Lowder, witness for the plaintiff, was duly and regularly sworn and examined and testified for and in behalf of the plaintiff, and thereupon the plaintiff rested, and no proof whatsoever having been submitted for or in behalf of the defendant, this cause was thereupon submitted to the Court for its decision upon the evidence submitted for and in behalf of the plaintiff, and the Court being fully advised in the premises, now finds as follows:

That the above-named defendant has been duly and regularly served with a true copy of the Summons issued out of the above-entitled Court in the within cause, together with, and attached to, a true copy of plaintiff's Complaint filed herein; that the said defendant failed to appear or plead to plaintiff's said Complaint within the time allowed by law, or at all, and that the default of the said defendant has been duly and regularly entered herein according to law; that this Court has jurisdiction of the person of the above-named plaintiff and of the person of the above-named defendant and of the subject matter of this action; that the material allegations of plaintiff's said Complaint have been

established by sufficient and competent evidence free and clear from legal objections and that the plaintiff is entitled to a decree of divorce as prayed for in her said Complaint on file herein; that two children, to-wit, Teresa Lynn Simnitt and Jack Lloyd Simnitt, have been born and are now living as the issue of the marriage of plaintiff and defendant, and that the plaintiff is a fit and proper person to have the care, custody and control of said children, who are minors; that there are no property rights to be adjudicated in or by this action.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between the plaintiff, Marie Simnitt, and the defendant, Jack Simnitt, be, and the same are hereby absolutely dissolved, set aside and held for naught, and that they are hereby restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, custody and control of Teresa Lynn Simnitt and Jack Lloyd Simnitt, minor children of plaintiff and defendant, be, and the same is hereby awarded and decreed to the plaintiff, and that the defendant shall have, and he is hereby granted the right to see and visit said minor children at reasonable times and places and under reasonable circumstances.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant shall pay to the plaintiff, for the support and maintenance of said minor children, the sum of $27.50 for each of said children, and that said payments shall commence and be payable on or before the 10th day of May, 1949, and continue and be payable on or before the 10th day of each and every month thereafter, until said children, respectively, become of age, or until the further order of the Court in the premises, and that the defendant shall assume and pay all necessary medical and hospital expenses and care for said children during their minority, in addition to said monthly payments.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant shall pay to the plaintiff, or to W. K. Maylor, her attorney of record herein, the balance of plaintiff's attorney's fees in the sum of $65.00, and that plaintiff shall have and recover of and from the defendant her costs incurred herein in the sum of $16.40, being a total judgment hereby rendered in favor of the plaintiff and against the defendant in the sum of $81.40, for which execution may issus.

Done and dated at Idaho Falls, Idaho, this 22nd day of April, 1949.

Preston Thatcher
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bonneville, } ss.

6177

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case # 7368, entitled Marie Simnitt, Plaintiff, vs. Jack Simnitt, Defendant,

recorded in Book 15 of Judgments, page 262,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 12th day of May, 1949.

By Blanche J. Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

Ruth C. Hale,	:	
	:	
Plaintiff,	:	
	:	Findings of Fact, Conclusions of Law, and Decree of Divorce.
vs.	:	
Thiel G. Hale,	:	
	:	
Defendant.	:	

This cause came on for hearing on the 22nd day of April, 1949, at chambers at Idaho Falls, Idaho, when the plaintiff was represented by her counsel, Louise Keefer.

The defendant did not appear either in person or by counsel and a non-military affidavit, so called, having been made by the plaintiff, and filed and the default of the defendant having been duly entered, the records showing that he was served with process and that he failed to appear or plead in the cause.

On the conclusion of the hearing the Court took the matter under advisement and on consideration the Court now finds the facts and the law and conclusions as follows:

Findings of Fact

1. That plaintiff has been a bonafide resident of the County of Bonneville, State of Idaho, for many years last past and continuously to the present time.

2. That plaintiff and defendant were married at Dillon, Montana, on or about the 23rd day of July, 1946, and ever since have been, and now are, husband and wife.

3. That one child, Kathryn Ruth Hale, aged twenty months, has been born ~~born~~ as the issue of said marriage, and said child is now living. That the plaintiff is a fit and proper person to whom the custody of the said child should be awarded. That the defendant is an unfit person to have the custody and control of said child.

4. That defendant has treated the plaintiff in a cruel and inhuman manner in that he does not assume the duties and responsibilities of a married man; that he does not make a home for the plaintiff;

that he wanders from place to place without notifying the plaintiff where he is going, seldom, if ever, leaving any money for her support or for her child; having contributed only the sum of $120.00 in the past five months toward the support of plaintiff and her child. That as a result of defendant's actions plaintiff's health has been and is impaired, and life has become intolerable to her.

5. That all of the allegations of the said complaint are true.

6. That defendant should pay the sum of $50.00 per month for the support of said minor child, and should pay attorney's fees in the sum of $100.00.

Conclusions of Law

From the foregoing Findings of Fact the Court makes the following Conclusions of Law, to wit:

1. That the Court has jurisdiction to decide herein the case.

2. That the allegations of the said complaint are supported by unimpeachable evidence to support a decree of divorce.

3. A decree of divorce should ~~be~~ made and entered herein awarding the custody of the said child to the plaintiff.

4. That defendant should pay to plaintiff $50.00 per month beginning May 1st 1949, until the further order of the Court, for the support, maintenance and education of the minor child, and the sum of $100.00 for attorney's fees.

From the foregoing Findings of Fact and Conclusions of Law, the Court makes and enters herein its decree of divorce and judgment as follows, to wit:

IT IS ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between Ruth C. Hale and Thiel G. Hale, plaintiff and defendant respectively, be and the same are hereby wholly dissolved, and the parties freed from the obligations thereof.

2. That the care and custody of the child born as the issue

of said marriage, to wit, Kathryn Ruth Hale, be and it is hereby awarded to the plaintiff, reserving, however, a right of visitation in the husband at reasonable times and places, provided he is not in default in his payments.

3. That the defendant pay to the plaintiff each and every month hereafter until the further order of the Court herein the sum of $50.00 a month as a suitable allowance for the support, maintenance and education of the said child. That such payments shall be made on the 1st day of each and every month subsequent to the date hereof.

4. That the defendant pay the sum of $100.00 for attorney's fees.

Dated April 22nd, 1949.

Preston Thatcher
District Judge.

STATE OF IDAHO, } ss.
County of Bonneville, }

6178

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Findings of Fact, Conclusions of Law, and Decree of Divorce, in Case # 7350, entitled Ruth C. Hale, Plaintiff, vs, Thiel G. Hale, Defendant recorded in Book 15 of Judgments, page 258,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 12th day of May, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

- - -

ELIZABETH RIDGE,)
Plaintiff,)
-vs-) DECREE
PAUL JOHN RIDGE,)
Defendant.)

- - -

The above entitled cause coming on regularly to be heard and tried before the Honorable Henry S. Martin, District Judge, at Chambers in Idaho Falls, County of Bonneville, State of Idaho, on the 29th day of April, 1949, the plaintiff appearing in person and by one of her attorneys, Errol H. Hillman, and the defendant appearing not, either in person or by attorney; and it appearing that the above named defendant has been duly and regularly served with process herein, and that he has failed to answer or appear within the time allowed by law, and the default of the said defendant having been duly and regularly entered herein, and the Judge having heard the evidence, and the matter having been submitted, and it appearing that all of the allegations contained in the plaintiff's complaint are true, and that the plaintiff is entitled to a divorce on the ground of wilful neglect, and the Judge being fully advised in the premises:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED: That the bonds of matrimony existing between the plaintiff, Elizabeth Ridge, and the defendant, Paul John Ridge, be and the same hereby are forever dissolved, set aside and held for naught, and that the plaintiff and defendant, and each of them be, and they hereby are, restored to the status of single persons, and that the plaintiff's maiden name of Elizabeth Peterson be and the said maiden name hereby is restored to her.

DATED at Chambers, at Idaho Falls, Idaho, this 29th day of April, 1949.

HENRY S. MARTIN
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

6179

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case No.7357, entitled Elizabeth Ridge, Plaintiff, vs. Paul John Ridge, Defendant, recorded in Book 15 of Judgments, page 268, as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 12th day of May, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

6180

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

DEAN DICKENSON BAILEY, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
JOSEPH W. BAILEY, Defendant.	)	

The above-entitled cause came on for hearing this 29th day of April, 1949, the plaintiff appearing with counsel, John M. Sharp and her witness. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided, and has failed to plead thereto; that the default of the defendant has been duly entered and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of extreme cruelty;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Dean Dickenson Bailey, and the above-named defendant, Joseph W. Bailey be, and the same hereby is, forever dissolved, set aside and held for naught.

DATED this 29th day of April, 1949.

Henry L. Martin

JUDGE OF THE DISTRICT COURT

STATE OF IDAHO, }
County of Bonneville, } ss.

6180

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case No. 7362, entitled Dean Dickenson Bailey, plaintiff, vs. Joseph W. Bailey, Defendant, recorded in Book 15 of Judgments, page 268,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 12th day of May, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BOUNDARY

RAY W. GIBSON,

Plaintiff,

-vs-

ANNA GIBSON,

defendant.

2280

D E C R E E

The above entitled action came on regularly for hearing at the Courthouse in Sandpoint, Bonner County, State of Idaho, on the 22nd day of April, 1949, at the hour of 11:30 O'clock a.m. Plaintiff appeared in person and by his attorney, J. Alfred May. The defendant did not appear in person or by attorney and the defendant having been served with Summons and Complaint in the cause, and she having failed to appear, demur, or answer within the time allowed by law, or at all, and she being in default, her default was heretofore entered; that an affidavit was filed that said defendant was not in military service during the pendency of this action; whereupon, testimony was submitted on behalf of the plaintiff and the Findings of Fact and Conclusions of Law having been waived by reason of Defendant's failure to appear.

NOW, THEREFORE, By reason of the law and the premises, it is hereby ORDERED, ADJUDGED, AND DECREED:

1. That the Court have jurisdiction of the parties and the subject matter of the action.

2. That the bonds of matrimony existing between Plaintiff and Defendant be and the same are hereby wholly and forever dissolved, on the grounds of wilfull desertion, and the parties are released from each other and from all matrimonial obligations and the plaintiff is granted and given an absolute decree of divorce.

DATED this 22nd day of April, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO } ss.
County of Boundary }
Filed April 26 1949
at 9:00 o'clock A.
Owen Gutchfield
Clerk of District Court
By _____ Deputy

348772

6182

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

* * * * *

ALMEDA G. ALLMAN,

Plaintiff

-vs-

DONALD D. ALLMAN,

Defendant.

FILED
A.M. 2:12 P.M.
APR 11 1949
S. S. FOOTE, CLERK
Lavona Layne
DEPUTY

JUDGMENT

The above entitled matter came on regularly to be heard in open Court at Caldwell, County of Canyon, State of Idaho, and within the above entitled Judicial District on the 11th day of ~~March~~ April, 1949, upon the plaintiff's complaint, the defendant having been duly and regularly served with summons and process and the time having elapsed for his appearance, he appearing not, either in person or by an attorney; the plaintiff having filed a non-military affidavit showing that the defendant was not engaged in the military service of the United States and it satisfactorily appearing therefrom, the Court entered an order to the effect that he was not engaged in military service and default entered accordingly; the plaintiff appearing in court with her attorney Cleve Groome, and witnesses having been duly sworn and examined on behalf of the plaintiff, and the court being fully advised in the matter and having duly considered the same, and having arrived at its conclusions, and it appearing to the court that the plaintiff was entitled to judgment as prayed for in her complaint, and that all of the allegations of plaintiff's complaint are true, and that she is entitled to a divorce as prayed for in her complaint on the grounds of extreme cruelty; now, therefore, it is

ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony heretofore existing between the plaintiff and defendant be, and they are hereby dissolved and the plaintiff and defendant are absolutely divorced one from the other; and it is further

ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the plaintiff have the care, custody and control of the said minor child of plaintiff and defendant.

Done in open court this 11 day of ~~March~~ April, 1949.

Thomas E Buckner

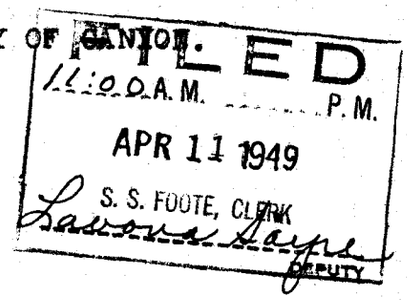
District Judge.

State of Idaho
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
April 11, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By Savona Sayre
Deputy

348759

6183

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.



DONALD WAYNE CARLBERG,)
Plaintiff,)
-vs-) DECREE.
DELLA CARLBERG,)
Defendant.)

The above entitled matter coming on regularly to be heard this 11th day of April, 1949, before Honorable Thomas E. Buckner, District Judge, the plaintiff appearing in person and by Earl E. Reed, one of his attorneys, and the defendant appearing neither in person nor by attorney; and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law, and that the time in which the defendant was required to demur, answer or plead to said complaint had expired, and that the defendant is not in the military service of the United States, the default of the defendant was entered herein, the plaintiff made proof, and the court finding for the plaintiff.

It is hereby ordered, adjudged, and decreed that the bonds of matrimony now existing between the plaintiff, Donald Wayne Carlberg, and the defendant, Della Carlberg, be and the same hereby are dissolved.

It is further ordered that the G. E. washing machine be and the same is hereby awarded to the defendant.

It is further ordered that the following described personal property be and the same is hereby awarded to the plaintiff as his own, sole and separate property, to-wit:

one 1934 Plymouth sedan, motor No. PE 49,576
one Frigidaire electric range, one Westinghouse refrigerator, one chrome table and chair set, daveno and chair, one bedroom suite, and one rug.

It is further ordered that the defendant may use her former name, Della Weaver, if she so desires.

Dated at Caldwell, Idaho, this 11th day of April, 1949.

Thomas E. Buckner
District Judge

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.
DATED
April 11, 1949
S. J. Foote, Clerk of the District Court and Ex Officio Recorder.
By Lavona Dayne
Deputy

348973

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE ~~COUNTY OF~~ CANYON

10:50 A.M. P.M.
APR 16 1949
O. POOLE, CLERK
By O. Powell DEPUTY

BERNADINE YOUNG,
Plaintiff

-vs-

WALTER K. YOUNG,
Defendant

~~JUDGMENT AND DECREE~~

THIS CAUSE coming on regularly to be heard on the 16 day of April, 1949, before the Court without a jury, and the plaintiff appearing in person and by her attorney, THOS. Y. GWILLIAM, and the defendant having through his Attorney Donald Anderson, filed his demurrer herein, and having further through his said attorney withdrawn his demurrer, and has refused to plead further in said action; that the default of said defendant, WALTER K. YOUNG, for his failing to plead further in said matter having been entered; and an affidavit stating that the defendant is not in the Military Service of the United States having been filed herein.

WHEREUPON, evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that the allegations of plaintiff's complaint on file herein are sustained by testimony free from all obligations as to competency, admissibility and sufficiency; and it further appearing that said matters in said complaint so alleged, and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and premises being fully understood

by the Court, the Court at this time make and renders this final judgment and decree:

WHEREFORE, it is ORDERED, ADJUDGED AND DECREED, and this does, ORDER, ADJUDGE, AND DECREE:

1. That the bonds of matrimony now existing between the plaintiff and defendantbe, and the same are hereby forever dissolved.

2. That the property settlement heretofore entered into between the parties hereto be and the same is hereby approved.

Dated and signed this 16 day of April, 1949

Thomas E Buckner

District Judge.

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
April 16, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By A. Dowell
Deputy

X

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

10:45 A.M.
APR 28 1949
D. S. FOOTE CLERK
D. Powell

THELMA JOYCE EASTEPPE,)
Plaintiff,)
)
-vs-) DECREE
)
DONALD E. EASTEPPE,)
Defendant)

This cause came on regularly for hearing the 25th day of April, 1949, before the Court without jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney and it appearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required by law has been duly and regularly entered herein, the Court proceeded with the trial of said cause.

Witnesses were called, sworn and testified for and on behalf of plaintiff and the case was submitted to the Court for final determination and decision, and the Court having found that the plaintiff and defendant were duly married at Winnemucca, Nevada, on the 13th day of March, 1946, and that the plaintiff has been for more than six weeks last past a bona fide resident of the State of Idaho, and that the defendant, disregarding the solemnity of his marriage vows, has caused the plaintiff such mental and physical suffering, pain and anguish as to constitute cruelty.

The Court, therefore, ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's complaint.

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same are hereby dissolved and the plaintiff and defendant are absolutely freed from all obligations thereof;

That the plaintiff is awarded the full and complete care, control and custody of the one minor child, Donna Jean Eastepe.

DATED: This 25th day of April, 1949.

Thomas E Buckner
District Judge

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears on file in this office.
DATED
April 28, 1949
S. S. Foote, Clerk of the District Court
and Ex Officio Recorder.
By A. Powell
Deputy

349296

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FILED
11:03 A.M. P.M.
APR 25 1949
S. S. FOOTE, Clerk
By Joan O'Malley Deputy

MARY MARGARENT BEAMAN,)
Plaintiff,)
-vs-)
WILLIAM EUGENE BEAMAN,)
Defendant.)

DECREE

The above entitled matter coming on regularly to be heard this 25th day of April, 1949, before Honorable Thomas E. Buckner, District Judge, the plaintiff appearing in person and by Earl E. Reed, one of her attorneys, and the defendant appearing neither in person nor by attorney; and it appearing by stipulation entered into between the attorneys for the plaintiff and Frank Kibler, attorney for the defendant, that all matters relating to the order to show cause filed herein have been adjusted, the court entered an order that said order to show cause be vacated and dissolved; and it further appearing that the defendant has filed herein a withdrawal of demurrer heretofore filed by him and refusal to plead further, the court proceeded to hear the evidence, and the court finding for the plaintiff,

It is hereby ordered, adjudged, and decreed that the bonds of matrimony now existing between plaintiff, Mary Margaret Beaman, and the defendant, William Eugene Beaman, be and the same hereby are dissolved.

It is further ordered, adjudged, and decreed that the sole custody of the minor children of plaintiff and defendant, Sherry Lorraine Beaman and Kenneth Lane Beaman, be awarded to the plaintiff.

It is further ordered, adjudged, and decreed that the defendant pay to the plaintiff for the support and maintenance of said children the sum of $40.00 per month, commencing on the 1st day of May, 1949, and a like sum on the 1st day of each and every month thereafter, until further order of the court. The plaintiff is to have permission to remove said minor children to the State of California, defendant to have right of reasonable visitation.

Dated this 25th day of April, 1949.

Thomas E. Buckner
District Judge

State of Idaho)
County of [illegible]) ss.
I hereby certify the foregoing instrument is a true and [illegible] as the same appears [illegible]

April 25, 1949

S. S. [illegible], Clerk of the District Court and Ex Officio Recorder.

By Doreen O'Malley
Deputy

6187

349311

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT,
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FILED
A.M. 3:48 P.M.
APR 25 1949
S. [illegible] CLERK
[illegible] DEPUTY

FERN CROOKE, Plaintiff,

-vs-

FRED CROOKE, Defendant.

DECREE OF DIVORCE.

This cause came on regularly for hearing before the above entitled District Court this 25th day of April, 1949, Frank E. Meek appearing as counsel for the plaintiff and the defendant having been duly and regularly served with summons and complaint in said action and, it further appearing that said defendant is not a person in military service of the United States of America, as defined in any act of Congress, or state legislature, and defendant having failed to appear herein in person or by counsel or to plead to said complaint within the time required by law and his default for having failed to appear or plead to said complaint having been duly entered on the 25th day of April, 1949;

Witnesses were sworn and testified on behalf of the plaintiff, and the court having heard and considered all of the evidence and testimony in this action, and it hereby having been made to appear to the court that the plaintiff and defendant inter-married at Caldwell, Canyon County, Idaho, on the 2nd. day of April, 1927, and ever since that date have been and now are husband and wife; that the plaintiff is now and for more than six full weeks next immediately preceding the commencement of this action, has been a bone fide resident of the State of Idaho; that there is no property rights to be adjudicated between the parties hereto, they having prior to the commencement of this action divided their personal and real property.

And that there has been born to said marriage of plaintiff and defendant, one minor child, to-wit, Shirley Marie Crook, age ten years, that said child now resides with the plaintiff at Caldwell, Idaho, and that she is entitled to have the care, custody and control of said child awarded to her;

And the Court having been fully advised in the premises and being of the opinion that all of the material allegations contained in the complaint of the plaintiff on file herein are true and correct;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now existing between the plaintiff and defendant, be dissolved and held for naught, and that plaintiff and defendant are hereby absolutely divorced from each other.

2. That the custody of said minor child of the parties hereto, to-wit, Shirley Marie Crooke, is awarded to the plaintiff, subject to the privilege of the defendant to visit said child at all reasonable times and places.

3. That the defendant is hereby ORDERED and DIRECTED to pay to the plaintiff the sum of Fifty and No/100 Dollars per month, commencing with the 1st day of May, 1949, to be expended for the plaintiff for the support and maintenance of said child, and subject to further order of this court with respect thereto.

Dated this 25th day of April, 1949.

Thomas E. Buckner
District Judge.

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
April 25, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By D. Powell
Deputy

349420

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

LOIS BONNIE MURRAY,
Plaintiff,

-vs-

RAYMOND FREDRICK MURRAY,
Defendant.

DECREE OF ANNULMENT

FILED
A.M. 3:34 P.M.
APR 27 1949
S. S. POOTE, CLERK
Joan Mabry
DEPUTY

This cause came on regularly for hearing this 25th day of April, 1949, Plaintiff appearing in person by her attorney of record, W. W. Wander, Esq., and the Defendant not appearing in person, or otherwise, and it appearing to the satisfaction of the Court that the defendant has been duly and regularly served with summons by personal service within the State of Idaho, and the time for answering or appearing in said matter having expired the default of the defendant was duly and regularly entered, and it appearing to the Court that the defendant does not come within the Soldier and Sailors' Civil Relief Act of 1940, as amended, the Court then proceeded to hear the testimony and evidence introduced by the plaintiff in support of her cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant had another wife living, namely Ethel Louise Yoder Murray, and that the defendant's marriage to said other wife was at the time of defendant's said marriage to plaintiff in force and undissolved by decree of divorce or otherwise, and that the defendant Raymond Fredrick Murray was convicted and sentenced to the State Penitentiary on the 28th day of February, 1949, for the crime of bigamy. Said charge and conviction being based on the aforesaid marriages.

NOW, THEREFORE, It is hereby ORDERED, ADJUDGED and DECREED, That the said marriage between the Plaintiff and Defendant be and the same is hereby declared to be wholly null and void from the date of this judgment, and the said parties are thereby freed from the obligations thereof.

It is further ORDERED, ADJUDGED and DECREED, That the Plaintiff's previous maiden name of Lois Bonnie Dale be restored to her.

Done in Open Court at Caldwell, Idaho, This 25th day of April, 1949.

Thomas E Buckner
District Judge.

State of Idaho } ss.
County of Canyon }

I hereby certify the foregoing instrument is a true and correct copy of the original as the same appears in this office.

DATED

April 27, 1949

S. S. Hoare, Clerk of the District Court and Ex Officio Recorder.

By Jean S Maley
Deputy

X

6189 5193

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF CASSIA

---oOo---

ESTHER TWITCHELL, Plaintiff, -vs- EARSUL L. TWITCHELL, Defendant.	DECREE OF DIVORCE

---oOo---

This cause came on regularly for trial in open court at Burley, Cassia County, Idaho, on the 12th day of March, 1949, the plaintiff appearing in person and by her attorney, A. H. Nielson, and it appearing to the court that the defendant herein has duly filed in this court his waiver of summons and appearance, and the said defendant having failed to appear and answer, and his default having been entered, and upon the evidence on the part of the plaintiff, and the matter having been submitted for judgment and the court having considered all of the evidence in this action, from which it appears that all of the material allegations of the complaint are true and as such are found to be the facts and the property settlement agreement attached to said complaint and made a part thereof having been found by the court to be equitable and just and all and singular the law and premises being by the court understood and considered.

NOW, THEREFORE, By virtue of the law and by reason of the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Esther Twitchell, and the defendant, Earsul L. Twitchell, be and the same are hereby discharged, dissolved and annulled and the said plaintiff is hereby relieved and discharged from any and all obligations by reason of said marriage, and that the said parties hereto are hereby restored to the status of single persons, and that the care, custody and control of Jean Twitchell, George Twitchell and Ellis Twitchell, the minor children of the marriage, is hereby given and granted unto the plaintiff, Esther Twitchell, provided, however, that the right of the defendant, Earsul L. Twitchell, to visit said children at all reasonable times is herein granted.

It is further found that the property settlement, a copy of which is attached to the complaint and marked Exhibit "A", between the said Esther Twitchell and the defendant, Earsul L. Twitchell, is a fair and proper settlement and the said agreement is hereby confirmed as to all its conditions, and the community property of the parties hereto is divided according to said property settlement agreement.

That there is hereby granted and given to the plaintiff, Esther Twitchell, as her share of the community property and as her sole and separate property free and clear of all demands and pretensions on the part of the defendant, Earsul L. Twitchell, the following described real and personal property located in Cassia County, State of Idaho, to-wit:

REAL PROPERTY:

Lots One and Two, the South Half of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter, and the Northwest Quarter of the Southeast Quarter of Section Twenty-six and the Lots Three and Four and the Southeast Quarter of the Northeast Quarter of Section Twenty-seven in Township Thirteen South of Range Twenty-four, East of the Boise Meridian, Idaho, containing two hundred ninety-five acres and forty-two hundredths of an acre.

North Half of the Northeast Quarter of Section Twenty-seven and the North Half of the North Half, the Southeast Quarter of the Northeast Quarter, and the Northeast Quarter of the Southeast Quarter of Section Twenty-six in Township Thirteen South of Range Twenty-four, East of the Boise Meridian, Idaho, containing three hundred twenty acres.

Beginning at corner No.1 from which the quarter corner to Section Thirty-four in Township Thirteen South and Section Three in Township Fourteen South, all in Range Twenty-four East of the Boise Meridian, bears South five degrees ten minutes West ninety-two and sixty one hundredths chains distance; thence North seventy-five degrees twenty minutes West nine and seventy-eight hundredths chains to corner No.2; thence North twenty-four minutes West thirty-one chains to corner No.3; thence South sixty-eight degrees six minutes East forty-four and forty-six hundredths chains to corner No.4; thence North eighty-seven degrees twenty-two minutes East thirty-eight and fifty-four hundredths chains to corner No.5; thence South one degree forty-five minutes East eight and one hundredths chains to corner No.6; thence South seventy-eight degrees forty-eight minutes West fifty and twenty hundredths chains to corner number 7; thence South eighty-eight degrees fifteen minutes West twenty and eighty-five hundredths chains to corner No.1, and place of beginning; containing one hundred forty-one and eighty-two hundredths acres according to the official plat of H. E. Survey No.207, returned to the general land office by the surveyor general to which reference is hereby made together with all water rights and water privileges thereto belonging or in anywise appertaining, also all ditches and dams used in connection with such water right, subject however, to the reservation to the United States of a right of way on said land for the construction of ditches or canals by authority of the United States together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining,

PERSONAL PROPERTY:

All right, title and interest in and to the E T Brand, all machinery located on the above described real estate;

All livestock located on the above described real estate; and all livestock belonging to the parties hereto except three head of horses and one cow.

One 1931 Ford Fordor Sedan; and

One 1½-ton Studebaker Truck, 1948 Model.

The wife agrees to purchase at her expense from the sons of the parties hereto, Leo and Orvin Twitchell, one 1939 Ford Coupe and deliver the said Ford Coupe and the Certificate of Title to the said Ford Coupe to the husband;

It being understood that thereafter the husband will pay all unpaid balances due under title retaining contract on the said Ford Coupe.

That there be and there is hereby granted and given to the defendant, Earsul L. Twitchell, as his share of the community property and as his sole and separate property free and clear of all demands and pretensions on the part of the plaintiff, Esther Twitchell, the following described real and personal property located in Cassia County, State of Idaho, to-wit:

REAL PROPERTY:

Commencing at the Northeast corner of Section Six, Township Twelve South, Range Twenty-five, East Boise Meridian; and running thence South on the East boundary line of Section Six, 706 feet and 6 inches (706.5); thence at an angle of 90° West, 504 feet to the Southeast corner of Lot Eight in Block Two of the Cooper Addition to the Village of Albion; thence North along the East boundary line of said Lot Eight and across Union Street, a distance of 298 feet and 4 inches (298'4"); thence Westerly at an angle of 102 45' 500 feet, to a point directly North of and opposite to the Northwest corner of Lot Four in Block Two of said Coopers Addition; thence Northerly at an angle of 77 15' 515 feet and 6 inches (515.5) to the North boundary line of said Section Six; thence East along the North boundary of said Section Six, to the place of beginning; together with all water rights and water privileges thereunto belonging or in anywise appertaining.

Southwest Quarter Northwest Quarter, Northwest Quarter Southwest Quarter, West Half of Southeast Quarter, South Half Southwest Quarter, all in Section Twenty-seven; and West Half Section Thirty-four, all in Township Sixteen South, Range Twenty-three, East of Boise Meridian, being 560 acres, more or less; also

Southeast Quarter Northeast Quarter, Northeast Quarter Southeast Quarter, Section Twenty-nine, Township Sixteen South, Range Twenty-three, East Boise Meridian; also

Northwest Quarter of the Northeast Quarter, Section Thirty-four, Township Sixteen South, Range Twenty-three, East Boise Meridian; also

Southeast Quarter Northeast Quarter, Northwest Quarter Northeast Quarter, Northeast Quarter Northwest Quarter, Southwest Quarter Northwest Quarter, Northwest Quarter Southwest Quarter, Section Twenty-eight; South Half Southeast Quarter, Section Twenty-one, all in Township Sixteen South, Range Twenty-three, East Boise Meridian.

PERSONAL PROPERTY:

Case mowing machine, hay rake, wagon, sleigh, trailer, harness and household furniture, the same being located on the above described real estate.

Three head of horses, one cow.

One 2-room frame house located in Burley, Cassia County, Idaho.

DONE In open court at Burley, Cassia County, Idaho, this 22nd day of March, 1949.

Hugh A. Baker
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of "Decree of Divorce" in the Case of Esther Twitchell vs. Earsul L. Twitchell Case No. 5193

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 5th day of April, 1949.

Wm. Baugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Kayda Saunders
Deputy

6190578

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF CASSIA.

---oOo---

LILLIAN S. SMITH, Plaintiff, -vs- ALFRED W. SMITH, Defendant.	DECREE OF DIVORCE

---oOo---

This cause came on regularly for trial in open court at Burley, Cassia County, Idaho, on the 31st day of March, 1949, the plaintiff appearing in person and by her attorney, A. H. Nielson; and it appearing to the court that the defendant herein has duly filed in this court his waiver of summons and appearance more than twenty days prior hereto, and the said defendant having failed to appear and answer, and his default having been entered, and upon the evidence on the part of the plaintiff, and the matter having been submitted for judgment, and the court having considered all the evidence in this action, from which it appears that all the material allegations of the complaint are true and as such are found to be the facts, and the property settlement agreement attached to said complaint and made a part thereof having been found by the court to be equitable, just and all and singular the law and premises being by the court understood and considered.

NOW, THEREFORE, by virtue of the law and by reason of the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Lillian S. Smith, and the defendant, Alfred W. Smith, be and the same are hereby discharged, dissolved and annulled, and that said plaintiff is hereby relieved and discharged from any and all obligations by reason of said marriage, and that the said parties hereto are hereby restored to the status of single persons.

IT IS FURTHER FOUND that the property settlement between the said Lillian S. Smith and Alfred W. Smith is a fair, equitable and proper settlement and that said agreement is hereby confirmed as to all of its conditions and the community property of the parties hereto is divided according to said property settlement agreement;

That there is hereby granted and given to the defendant, Alfred W. Smith, as his share of the community property and as his sole and separate property free and clear of all demands and pretensions on the part of the plaintiff the following described real and personal property located in Cassia County, Idaho, to-wit:

Real property:

> Lots Nine and Ten, Block Forty-six of the Burley Townsite, as the same is platted in the official plat thereof of record in the office of the County Recorder of the County of Cassia, State of Idaho;

Personal property:

> Hot water heater and electric cook stove; the personal clothes of the husband, and his carpenter hand tools, and the used car belonging to the parties hereto;

AND IT IS ORDERED That the defendant, Alfred W. Smith, shall pay

the following obligations of the parties hereto, to-wit:

The amounts due the Cassia Lumber and Seed Company, Burley, Idaho; Allied Credits Building Company; Martindale Grocery; Elmer Bennett; J. A. Halliday; MONTGOMERY WARD;

That there be and there is hereby granted and given to the plaintiff, Lillian S. Smith, as her share of the community property and as her sole and separate property, free and clear of all demands and pretensions on the part of the defendant, Alfred W. Smith, the following described real and personal property located in Cassia County, Idaho, to-wit:

Real property:

Lot Eight, Block Sixty-three of the Burley Townsite, as the same is platted in the official plat thereof now of record in the office of the County Recorder of Cassia County, Idaho, subject to the real estate mortgage now due the Cassia National Bank of Burley, Idaho, which the plaintiff is required to pay;

Personal property:

All the personal property belonging to the parties hereto not hereinbefore granted and given to the defendant.

IT IS FURTHER ORDERED That the plaintiff, Lillian S. Smith, shall pay all of the obligations incurred by the parties hereto prior to the 2d day of September, 1948, other than those heretofore mentioned in this Decree.

DONE in open court at Burley, Cassia County, Idaho, this 31st day of March, 1949.

Kales R. Love
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of "Decree of Divorce" in the Case of Lillian S. Smith vs. Alfred W. Smith - - Case No. 5112

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 31st day of March, 1949.

Wm. Baugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder, Cassia County, Idaho

By Phyllis Hunter
Deputy

5202

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

ALICE I. ALLEN,
Plaintiff,
Vs.
JAMES BIRD ALLEN, SR.,
Defendant.

DECREE OF DIVORCE

THIS CAUSE came on regularly to be heard at chambers, at Burley, Cassia County, Idaho, before Honorable Kales E. Lowe, one of the District Judges of the Eleventh Judicial District of the State of Idaho, on the 2nd day of April, A.D., 1949; the plaintiff appearing in person and by her attorney, Dean Kloepfer; and it appearing to the satisfaction of the Court herein that the defendant was regularly served with a copy of the Summons and Complaint in person within the State of Idaho, and that he, the said defendant has wholly failed to make any appearance and that the proper time allowed by law in which it is provided he might appear, answer, or demur herein, having expired; and the default of the said defendant having been regularly entered;

WHEREUPON, the Court proceeded to the hearing herein, and witnesses on behalf of the plaintiff were sworn, and examined, and the cause was submitted to the Court herein for decision; and it appearing to the satisfaction of the Court herein that all of the allegations of the Complaint are sustained by evidence free from all legal exceptions as to its competency, admissibility or sufficiency; and it appearing that the matters so alleged are true and correct and are sufficient to entitle the plaintiff to the relief prayed for in plaintiff's complaint, and the Court having heard the evidence and being fully advised in the premises, did order that the plaintiff have judgment herein as hereinafter set forth;

NOW, THEREFORE, by virtue of the law and by reason of the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1.

That the bonds of matrimony now existing between the plaintiff and the defendant be dissolved, and that the plaintiff and the defendant be restored to the status of single persons, and that the plaintiff be discharged and relieved of any and all obligations created by virtue of said marriage.

2.

That the care, custody and control of Willard Allen, the minor child, issue of the marriage of the plaintiff and the defendant be, and the same is hereby awarded to the plaintiff, Alice I. Allen, subject to the right of the defendant to visit the child at reasonable times.

3.

That the certain gift deed made and entered into on or about the 30th day of December, 1948, wherein, the plaintiff did convey to the defendant all of her right, title and interest to the hereinafter described real property is hereby confirmed and the following described real property in Cassia County, State of Idaho, is awarded to the defendant as his sole and separate property.

> Lots Fifteen (15) and Sixteen (16) of Block Nine (9) of the Homeland Addition as the same is platted in the official plat thereof, now of record in the office of the County Recorder, Cassia County, Idaho, together with the dwelling house thereon.

4.

That there is hereby awarded to the plaintiff as her sole and separate property all of the furniture now in her possession, including the Kelvinator Electric Stove and the Fowler Water Heater; and further that the certain gift deed made and entered into the 30th day of December, 1948, by and between the plaintiff and defendant wherein the defendant did convey to the plaintiff all of his right, title, and interest in and to the following described real property in the County of Cassia, State of Idaho, hereinafter described is confirmed and there is hereby awarded to the plaintiff as her sole and separate property, the following described real property;

Lots Seven (7) and Eight (8) of Block Nine (9)

of the Homeland Addition as the same is platted in the official plat thereof, now of record in the office of the County Recorder, Cassia County, Idaho.

DATED This 2nd day of April, A. D., 1949.

Kales C. Lowe
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of Decree of Divorce in the Case of Alice I. Allen vs. James Bird Allen, Sr., Case No. 5202

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 2nd day of April, 1949.

Wm. Baugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Kayda J. Hunter
Deputy

5-264

6192

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF CASSIA.

---oOo---

LAURINE B. RUSSELL, Plaintiff, -vs- GEORGE O. RUSSELL, Defendant.	DECREE OF DIVORCE

---oOo---

This cause came on regularly for trial in open court at Burley, Cassia County, Idaho, on the 9th day of April, 1949, the plaintiff appearing in person and by her attorney, A. H. Nielson, Esq.; and it appearing to the court that the defendant, George O. Russell, was duly served with Summons herein and that he has failed to appear and answer within the time allowed by law, and his default having been entered, and upon the evidence on the part of the plaintiff, and the matter having been submitted for judgment, and the court having considered all the evidence in this action, from which it appears that all the material allegations of the complaint are true and as such are found to be the facts and all and singular the laws and premises being by the court understood and considered;

NOW, THEREFORE, by virtue of the law and by reason of the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Laurine B. Russell, and the defendant, George O. Russell, be and the same are hereby dissolved, discharged and annulled and that the plaintiff is hereby relieved and discharged from any and all obligations by reason of said marriage, and that the parties hereto are hereby restored to the status of single persons; that the plaintiff have restored to her, and there is hereby restored to her, her maiden name of Laurine B. Richins.

DONE in open court this 9th day of April, 1949.

Kales E. Lowe
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of "Decree of Divorce" in the Case of Laurine B. Russell vs. George O. Russell Case No. 5204

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 9th day of April, 1949.

Wm. Baugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Leyda Hunter
Deputy

S 206

6193

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

* * * * *

VIRGIL L. LATHROM, PLAINTIFF, VS. GLADYS LATHROM, DEFENDANT.	D E C R E E O F D I V O R C E

THIS CAUSE came on regularly to be heard before Honorable Hugh A. Baker, one of the District Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Cassia, at Burley, Idaho on the 16th day of April, 1949.

THE PLAINTIFF appeared with his counsel, Henry W. Tucker; and the defendant appeared neither in person nor by counsel; and it appearing to the satisfaction of the Court that the defendant herein has been duly served with process herein according to law; and that the defendant has filed herein her Waiver of Statutory Time in Which to Plead, and Consent to Entry of Default; and that the Clerk of this Court has duly entered the default of the defendant according to law;

WHEREUPON, the Court proceeded to the hearing. Witnesses on behalf of the plaintiff in support of the allegations of his complaint were duly sworn and testified, and the evidence being closed, and the Court being fully advised in the premises, after deliberation did order the plaintiff to have judgment against the defendant as herein set forth:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1.

That the bonds of matrimony now existing between plaintiff and defendant be, and they are hereby dissolved, and plaintiff is hereby released from all further obligation thereof, and is hereby restored to the status of a single person.

2.

That plaintiff is hereby awarded as his sole and separate property one Coronado electric refrigerator and one automobile from the community property of plaintiff and defendant; and that defendant shall have all the remainder of the community property as her sole and separate property.

DATED at Burley, IDAHO this 16th day of APRIL, 1949.

s/ Hugh A. Baker
DISTRICT JUDGE

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of "Decree of Divorce" in the Case of Virgil L. Lathrom vs. Gladys Lathrom Case No. 5206

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 16th day of April, 1949.

Wm. Baugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Zeyda Hunter
Deputy

5209

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA

DOROTHY LEE WAHL,

Plaintiff,

vs.

ALBERT E. WAHL,

Defendant.

DECREE

This cause came regularly on for hearing before the Court on the 16th day of April, 1949, on the complaint of the plaintiff filed herein. The plaintiff appeared in person and by S. T. Lowe, her attorney. The defendant appeared by A. H. Nielson, his attorney. Thereupon, the defendant withdrew the demurrer which he heretofore filed to the complaint of the plaintiff, refused to plead further, and consented that the default of the defendant be entered for his failure to answer the complaint of the plaintiff, and that the decree to be entered in said action should provide that the defendant pay to the plaintiff the sum of $50.00 per month for the support, maintenance and education of the minor children of the plaintiff and defendant until the younger daughter, Pamela Lee Wahl, shall attain her majority or shall marry, whichever occurs first, and that the defendant pay to the plaintiff the sum of $25.00 per month thereafter until Larry D. Wahl shall attain his majority.

Thereupon, witnesses on behalf of the plaintiff were sworn and examined and the plaintiff rested, and it appearing to the Court that the allegations of the complaint of the plaintiff were true and had been supported by the evidence, it was by the Court ordered that the plaintiff have judgment and decree dissolving the bonds of matrimony now existing between the plaintiff and defendant, awarding to the plaintiff the care, custody and control of the minor children issue of the marriage of the plaintiff and defendant, and providing that the defendant pay to the plaintiff, for the support, maintenance and education of the said minor children the sum of $50.00 per month until the younger daughter, Pamela Lee Wahl, shall attain her majority or shall marry, whichever occurs first, and providing that the defendant pay to the plaintiff the sum of $25.00 per month thereafter until Larry D. Wahl shall attain his majority, and that all of the community property now owned by the plaintiff and defendant be awarded to the defendant.

NOW, THEREFORE, By virtue of the law and by reason of the premises aforesaid, it is hereby ORDERED, ADJUDGED and DECREED:

1.

That the bonds of matrimony heretofore and now existing between the plaintiff, Dorothy Lee Wahl, and the defendant, Albert E. Wahl, be and the same are hereby dissolved, released and discharged, and the parties are hereby restored to the status of single persons.

That the plaintiff, Dorothy Lee Wahl, be and she is hereby awarded the sole care, custody and control of all of the minor children issue of the said marriage, to-wit:

Carol G. Wahl, a daughter, 8 years old,
Pamela Lee Wahl, a daughter, 6 years old, and
Larry D. Wahl, a son, 3 years old.

That the said defendant, Albert E. Wahl, shall pay to the plaintiff, Dorothy Lee Wahl, for the support, maintenance and education of the said minor children the sum of $50.00 per month, the first payment of $50.00 to be made on the 1st day of May, 1949, and a payment of $50.00 to be made on the first day of each and every calendar month thereafter until the younger daughter, Pamela Lee Wahl, marries or attains her majority. Upon the younger daughter, Pamela Lee Wahl, marrying or attaining her majority, whichever occurs first, the amount to be paid by the defendant to the plaintiff shall be reduced to $25.00 per month, and the defendant shall pay to the plaintiff, after Pamela Lee Wahl, marries or attains her majority, the sum of $25.00 per month until Larry D. Wahl shall attain his majority, or until the further order of the Court herein.

3.

That the defendant, Albert E. Wahl, be and he is hereby awarded all of the community property of the plaintiff and defendant, situated in the County of Minidoka, State of Idaho, and particularly described as follows, to-wit:

Lots One (1) and Two (2) and the East half (E½) of Lot Three (3) of Block Fifty-two (52) of the original Townsite of Heyburn, as the same is platted in the official plat thereof, now of record in the office of the County Recorder of Minidoka County, Idaho, and all improvements thereon, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

One (1) 1941 Chevrolet 4-door Sedan Automobile;

All household and kitchen furniture, excepting the personal effects of the plaintiff.

TO HAVE AND TO HOLD All and singular the above mentioned and described premises unto the said defendant, Albert E. Wahl, his heirs and assigns forever, free and clear of any and all claims, demands or pretensions of the plaintiff, Dorothy Lee Wahl.

DATED This 16th day of April, 1949.

HUGH A. BAKER
District Judge

STATE OF IDAHO }
County of Cassia } ss.

CERT ... OF TRUE COPY

I, Wm. Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of "Decree" in the Case of Dorothy Lee Wahl vs. Albert E. Wahl Case No. 5209 now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 16th day of April, 1949.

Wm. Baugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder, Cassia County, Idaho

By Leyda Hunter
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

LOIS RICHARDSON,

PLAINTIFF,

VS.

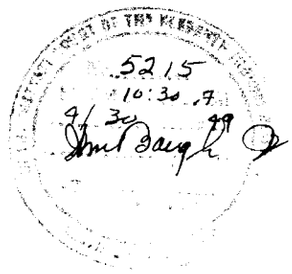
KAY RICHARDSON,

DEFENDANT.

DECREE

OF

DIVORCE



THIS CAUSE came on regularly for hearing before Honorable Kales E. Lowe, one of the District Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Cassia, at Burley, Idaho on this 30th day of April, 1949.

The plaintiff appeared with her counsel, Henry W. Tucker; and the defendant appeared neither in person nor by counsel; and it appearing to the satisfaction of the Court that the defendant herein, Kay Richardson, has been duly served with process herein, and that the said defendant has filed herein his waiver of statutory time in which to plead to the complaint; and consent to entry of default for his failure to plead; and that the Clerk of this Court has duly entered his default according to law,

WHEREUPON, the Court proceeded to the hearing. Witnesses on behalf of the plaintiff in support of the allegations of her complain were duly sworn and testified; and the evidence being closed, and the Court being fully advised in the premises, after due deliberation did order the plaintiff to have judgment against the defendant as herein set forth:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1.

That the bonds of matrimony now existing between the plaintiff and the defendant be and the same are hereby dissolved; and the plaintiff be, and she is hereby released from all further obligation of said marriage; and is hereby restored to the status of a single person.

2.

That plaintiff be, and she is hereby awarded sole control and custody of the child Lann E. Richardson during the minority of said child. Defendant shall have the right to visit said child at reasonable times.

3.

That plaintiff be, and she is hereby awarded the monthly sum of Twenty-five Dollars as support and maintenance money for said child to be paid each and every month by defendant to the plaintiff, during the minority of the said child, Lann E. Richardson.

Dated at Burley, Idaho this 30th day of April 1949.

Kales E. Lowe

District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true and correct copy of Decree of Divorce

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 2nd day of May, 1949.

Wm. Baugh

Clerk of the District Court, Ex-Officio Auditor and Recorder, Cassia County, Idaho

By .....
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR CLEARWATER COUNTY

VIRGINIA DRENDELL CAREY
Plaintiff
vs.
MORRIS J. CAREY
Defendant

Case No. 2159
Filed April 4 1949
Gayle Hayden
Clerk of the Court

DECREE

The above entitled cause having come on regularly for hearing and being heard by the Hon. A.L. Morgan, Judge of the District Court and the plaintiff being present and being represented by her attorney of record, and the defendant being not present and the defendant having been served personally with summons and no appearance having been made for, or on behalf of the defendant or no person appearing for or on behalf of the said defendant, and the defendant being not a member of the armed forces as defined by the Soldiers' and Sailors' Civil Relief Act and amendment thereto, the default of the said defendant has been ordered entered and was entered, and the Court having ordered the taking of testimony by the referee and the same being presented to the Court and the Court being fully advised in the premises, makes findings of fact and draws conclusions of law now based thereon:

IT IS ORDERED ADJUDGED AND DECREED that the bonds of matrimony uniting the plaintiff and the defendant be, and they hereby are dissolved and the partice returned to the status of single persons. And plaintiff can use the name of Virginia Rourke.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement heretofore entered into by the parties be, and the same hereby is approved and confirmed.

Dated this 1 day of April, 1949.

A. L. Morgan
District Judge

Recorded in Book 3 of Judgments at Page 308
Gayle Hayden, Recorder By: Bertie Graham

STATE OF IDAHO }
County of Clearwater } ss.

I, GAYLE HAYDEN, Clerk of the District Court and Ex-Officio Auditor and Recorder of Clearwater County, State of Idaho, do hereby certify that the foregoing is a full, true, and correct copy of an instrument as the same now remains on file and of record in my office.

WITNESS my hand and official seal hereto affixed this 5 day of April A. D. 1949

Gayle Hayden

CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER

By: Bertie Graham
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF CLEARWATER

ERMA ELIZABETH GILMORE, Plaintiff
vs.
CHARLES WILLIAM GILMORE, Defendant

Case No. 2157

Filed April 8 1949

Gayle Hayden
Clerk of the Court

DECREE

The above entitled cause having came on regularly for hearing and being heard by the Hon. A.L. Morgan, Judge of the District Court of the Second Judicial District of the State of Idaho in and for the County of Clearwater, and the plaintiff being present and represented by her attorney of record, and the defendant being not present and the defendant having been served personally with summons and no appearance having been made for, or on behalf of the said defendant, and it appearing that said defendant was not a member of the armed forces of the United States as defined by the Soldiers and Sailors Civil Relief Act, the default of the said defendant was ordered entered and was entered and the evidence in said cause having been presented to the Court by reference and the Court being fully advised in the premises makes findings of fact and draws conclusions of law now therefore based thereon,

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony uniting Erma Elizabeth Gilmore and Charles William Gilmore be, and the same hereby are dissolved and the parties returned to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, custody and control of the minor child William Joseph Gilmore be and the same is awarded to the plaintiff Erma Elizabeth Gilmore subject only to the right of the defendant to visit said minor child at reasonable and seasonable times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement between the parties be, and the same hereby is approved.

Dated this 7 day of April 1949.

A. L. Morgan
District Judge

Recorded in Book 3 of Judgments at Page 309. Gayle Hayden: Recorder
By: Bertie Graham

STATE OF IDAHO, }
County of Clearwater } ss.

I, GAYLE HAYDEN, Clerk of the District Court and Ex-Officio Auditor and Recorder of Clearwater County, State of Idaho, do hereby certify that the foregoing is a full, true, and correct copy of an instrument as the same now remains on file and of record

WITNESS my hand and official seal hereto affixed this

8 day of April A. D., 1947

Gayle Hayden

CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER

Bertis Graham

Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CLEARWATER COUNTY

BETTY MORRISON,
Plaintiff.
vs
BERNARD MORRISON
Defendant.

Case No. 2159

Filed April 15 1949
Time 1:00 P.M.
Gayle Hayden
Clerk of the Court
By: Helen L. Huff, Deputy

DECREE

The above entitled cause having come on regularly for hearing and being heard by the Honorable A. L. Morgan, Judge of the District Court of the Second Judicial District of the State of Idaho, and the plaintiff being present and being represented by her attorney of record, and the defendant being not present and the said defendant having been personally served with summons and no appearance having been made for, or on behalf of the said defendant within the time allowed for appearance and it appearing to the satisfaction of the Court that the said defendant is not in the armed service of the United States as defined by the Soldiers' and Sailors' Civil Relief Act and amendments thereto, the default of the said defendant was ordered entered and was entered and the testimony in said cause was taken before a referee duly appointed by the Court and such testimony being fully considered and the Court being fully advised in the premises makes findings of fact and draws conclusions of law from the foregoing facts.

IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony uniting the plaintiff Betty Morrison to the defendant Bernard Morrison be and the same hereby are dissolved and held for naught and the parties returned to the status of single persons.

IT IS FURTHER ORDERED, that the sole and absolute care, custody and control of the minor Diana Lynn Morrison be and hereby is awarded to the plaintiff.

Dated this 13 day of April, 1949.

A. L. Morgan
Judge of the District Court

Recorded in Book 3 of Judgments at Page 309
Gayle Hayden, Recorder; By: Bertie Graham, Deputy

STATE OF IDAHO, } ss.
County of Clearwater

I, GAYLE HAYDEN, Clerk of the District Court and Ex-Officio Auditor and Recorder of Clearwater County, State of Idaho, do hereby certify that the foregoing is a full, true, and correct copy of an instrument as the same now remains on file and of record in my office.

WITNESS my hand and official seal hereto affixed this 18 day of April A. D., 19 49

Gayle Hayden
CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER

By Betty Graham
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CLEARWATER COUNTY

BARBARA KEAN, Plaintiff
vs.
WILLIAM R. KEAN, Defendant

Case Number 2147

Filed April 21, 1949
Time 2:45 P.M.
Gayle Hayden
Clerk of the Court
By: Helen L. Huff, Deputy

DECREE

The above entitled cause came on duly and regularly for hearing and trial before the Honorable A. L. Morgan, Judge of the above entitled Court in Chambers at Moscow, Idaho, on the 19th day of April, 1949, the plaintiff having given testimony before a referee, the defendant not being present, and the defendant not appearing, and no one appearing for or on his behalf, after the default of the defendant had been duly and regularly entered in the premises for his failure to answer or demur to plaintiff's complaint or in any way appear herein within the time allowed to him by law therefor, after he had been duly and regularly served with Summons and a copy of the Complaint in this action, and the Court having heard the evidence adduced on behalf of the plaintiff, and having examined the records and files of this action, and having made and entered its Findings of Fact and Conclusions of Law,

NOW, ON THIS DAY, on motion of the attorney for the plaintiff, the following decree is made and entered by the Court:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I.

That the bonds of matrimony now and heretofore existing

between the plaintiff and the defendant be, and the same hereby are, forever dissolved, and that the plaintiff be, and she hereby is, returned to the status of a single person.

II.

That the care, custody and control of Mary Darlene Kean, Shirley Ann Kean, and Gloria Kay Kean, minor children of plaintiff and defendant, be, and the same hereby are, awarded to the plaintiff, subject only to the right of the defendant to visit the said children at reasonable and seasonable times, and subject to the further orders of this Court.

Done this 19th day of April, 1949.

H. L. Morgan
District Judge

Recorded in Book 3 of Judgments at Page 310
Gayle Hayden, Recorder By: Bertie Graham, Deputy

STATE OF IDAHO, County of Clearwater } ss.

I, GAYLE HAYDEN, Clerk of the District Court and Ex-Officio Auditor and Recorder of Clearwater County, State of Idaho, do hereby certify that the foregoing is a full, true, and correct copy of an instrument as the same now remains on file and of record in my office.

WITNESS my hand and official seal hereto affixed this 27th day of April A. D., 1949

Gayle Hayden
CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER
By: Bertie Graham, Deputy

6200

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CLEARWATER

W.W. WEST,
Plaintiff,

-vs-

LUARA LOUISE WEST,
Defendant.

Case No. 2160
Filed April 20 19 49
at 3:15 o'clock P. M
Gayle Hayden
Clerk
By: Helen L. Huff, Deputy

D E C R E E

In the above entitled cause an order having been heretofore duly made and entered designating Mary Elizabeth Scarlett to take the Testimony in the above entitled cause and report the same to this Court, and said testimony having been so taken and submitted, and it appearing therefrom that the plaintiff is entitled to a divorce as prayed for and it further appearing that the said defendant is in default after having been duly and regularly served with summons and complaint,

IT IS HEREBY ORDERED, ADJUDGED and DECREED, and this does order adjudge and decree that the bonds of matrimony heretofore existing between the plaintiff and defendant be dissolved and the parties are hereby released from all obligations of said marriage.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the following described property, to-wit:

The Northeast Quarter of the Northeast Quarter of Section Twenty Four, Township Thirty Six, North, Range One, and Lot One, Section Nineteen, in Township Thirty Six, North, Range Two about seventy nine and forty two one hundreths acres

is the sole and separate property of the plaintiff.

Dated this 19th day of April, 1949.

A.L. Morgan, District Judge.

Recorded in Book 3 of Judgments at Page 310.
Gayle Hayden, Recorder By: Bertie Graham, Deputy

STATE OF IDAHO, }
County of Clearwater } ss.

I, GAYLE HAYDEN, Clerk of the District Court and Ex-Officio Auditor and Recorder of Clearwater County, State of Idaho, do hereby certify that the foregoing is a full, true, and correct copy of an instrument as the same now remains on file and of record in my office.

WITNESS my hand and official seal hereto affixed this 27th day of April A. D. 1949

Gayle Hayden
CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER
By: Bertie Graham
Deputy

6201

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

MARY JO ROBINSON,

Plaintiff,

vs.

EDWARD ROBINSON,

Defendant.

DECREE OF DIVORCE

File 6
Case No. 1045
Date Filed 4-6-49
__ o'clock __ M.
James A. O'Neill
CLERK OF COURT,
Book 8 Page 276

The above-entitled action coming on regularly for trial before the Court without a jury on this 2nd day of April, 1949, the plaintiff appearing in person and with counsel, the defendant not having made any appearance herein, process having been duly served upon him, an affidavit in compliance with the Soldiers' and Sailers' Relief Act of 1940 having been duly filed, and the default of defendant having been duly entered, evidence was introduced on behalf of plaintiff and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That plaintiff is a resident of the State of Idaho, and that the allegations in plaintiff's complaint are true and that defendant is guilty of extreme cruelty as alleged in said complaint, and that plaintiff is entitled to a divorce;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between plaintiff and defendant be, and the same are hereby dissolved;

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED That plaintiff be, and she is hereby, awarded the custody of Norman Leslie Robinson with the provision that defendant may visit said child and have him visit defendant at all reasonable times and places; it is further provided that defendant shall contribute the sum of Thirty Dollars ($30.00) per month toward the support of said child.

Dated this 2nd day of April, 1949.

Chas. F. Koelsch
District Judge

No. 1045

Clerk's Certificate Of True Copy

STATE OF IDAHO,)
) ss
COUNTY OF ELMORE,)

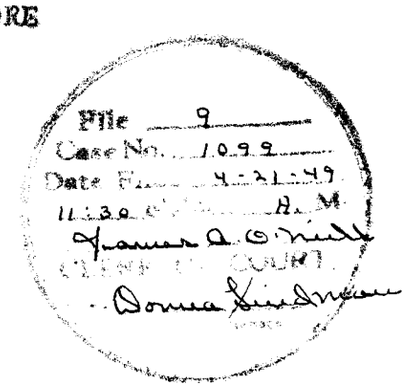
I, JAMES A. O'NEILL, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce, Mary Jo Robinson vs. Edward Robinson 6201 now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at Mountain Home, Ida., this 7th day of Apr. A. D. 1949.

James A. O'Neill Clerk

By Donna Lindsey Deputy Clerk

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE



ALLEN BASKINS,

Plaintiff,

-vs-

MILDRED R. BASKINS,

Defendant.

DECREE

The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, in Chambers at Boise, in the County of Ada, State of Idaho, upon the 20th day of April, 1949, the plaintiff appearing in person and by his attorney, Pierce Hall, and the defendant appearing not, neither in person nor by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant Mildred R. Baskins had been duly and regularly served with summons in this action in the manner provided by law and that said defendant had failed to appear and answer, demur or otherwise plead to the plaintiff's Complaint within the time allowed by law and the default of said defendant having been duly entered according to law and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of his complaint and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's Complaint in favor of the plaintiff and against the defendant and upon the first cause of action of said Complaint the Court finds that the defendant has been guilty of wilful desertion of the plaintiff

and upon the second cause of action of said complaint the Court finds that the defendant has been guilty of extreme cruelty towards the plaintiff and by reason thereof the plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the plaintiff and the defendant dissolved and that the plaintiff is entitled to the care, custody and control of the minor children of the plaintiff and the defendant, now in his care and custody;

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff Allen Baskins and the defendant Mildred R. Baskins be and the same are hereby dissolved and that the plaintiff be and he is hereby divorced from said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff have and he is hereby granted the care, custody and control of Joan Baskins, Jimmie Baskins, Jerry Baskins and Norma Sue Baskins, minor children of the plaintiff and the defendant.

Done in Chambers at Boise, in the County of Ada, State of Idaho, this 20th day of April, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE.)

I, James A. O'Neill, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this ___ day of April, 1949.

James A. O'Neill
Clerk of the District Court

By Donna Kindman
Deputy

6203

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

JAMES G. HERING,

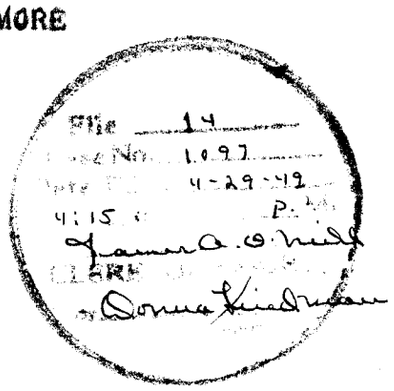
Plaintiff,

-vs-

LOIS MARIE HERING,

Defendant.

DECREE



The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, in chambers at Boise, in the County of Ada, State of Idaho, upon the 29th day of April, 1949, the plaintiff appearing in person and by his attorney, Perce Hall, and the defendant appearing not, neither in person nor by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant Lois Marie Hering had been duly and regularly served with Summons in this action in the manner provided by law and that said defendant had failed to appear and answer, demur or otherwise plead to the plaintiff's Complaint within the time allowed by law and the default of said defendant having been duly entered according to law and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of his Complaint and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's Complaint in favor of the plaintiff and against the defendant and finds that the

defendant has been guilty of extreme cruelty towards the plaintiff and that by reason thereof the plaintiff is entitled to have dissolved the bonds of matrimony heretofore and now existing between the plaintiff and the defendant and that the plaintiff is entitled to the care, custody and control of Lovell Marie Hering, minor child of the plaintiff and the defendant;

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff James G. Hering and the defendant Lois Marie Hering be and the same are hereby dissolved and that the plaintiff be and he is hereby divorced from said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff have and he is hereby granted the care, custody and control of Lovell Marie Hering, minor child of the plaintiff and the defendant.

Done in Chambers at Boise, in the County of Ada, State of Idaho, this 29th day of April, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE.)

I, James A. O'Neill, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 29th day of April, 1949.

James A. O'Neill
Clerk of the District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR FRANKLIN COUNTY.

Irene Elliott Locke : Plaintiff

vs. : DECREE

Earl LeRoy Locke : Defendant.

The above entitled matter came on regularly for hearing before the above entitled Court sitting at Chambers at Pocatello Idaho, with the plaintiff appearing in person and with her Attorney Ben B. Johnson and the said defendant has failed to appear or otherwise plead and the time for answering having expired. It also appears that Summons was duly published as required by law, and that a copy of said Complaint and Summons was mailed to the last known address of the defendant, and the statutory time for answering having expired default was duly entered against said defendant.

It also appearing to the Court that the said allegations of the plaintiff's Complaint are true and after the Court being fully advised in the law and the premises, judgment was duly entered as follows:

THEREFORE IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

(1) That the plaintiff, Irene Elliott Locke, be, and she is hereby granted an absolute Decree of divorce from the defendant, Earl LeRoy Locke, dissolving the bonds and obligations of matrimony between them.

It is so ordered this 28th day of April 1949.

L. E. Glenn
District Judge.

STATE OF IDAHO

County of Franklin--ss.

I, C. L. Swenson; Clerk of the District Court of the Fifth Judicial District in and for Franklin County, State of Idaho, hereby certify that this is a true and correct copy of the original that appears on file in my office in Preston, Idano.

Witness my hand and seal of said County this 28th day of April, 1949.

C L. Swenson; Clerk of the District Court

By Audrey Tuckett Deputy

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF FREMONT.

- - -

MAXINE P. HANSEN,)
Plaintiff,)
-vs-) DECREE
W. L. HANSEN,)
Defendant.)

- - -

The above entitled cause coming on regularly to be heard and tried before the Honorable C. J. Taylor, District Judge, at Chambers at Idaho Falls, County of Bonneville, State of Idaho, on the 1st day of April, 1949, the plaintiff appearing in person and by one of her attorneys, Errol M. Hillman, and the defendant appearing not, either in person or by attorney, and it appearing that the above named defendant has been duly and regularly served with process herein, and that he has filed herein an appearance submitting himself to the jurisdiction of the Court, and has refused to plead further in said cause, and has consented to an immediate hearing of this case without further notice to him either in term time or vacation, in open Court or in Chambers, and has waived the making of findings of fact and conclusions of law herein, and has consented that default be entered against him, and the default of the said defendant having been duly and regularly entered herein, and the parties hereto having entered into a stipulation with respect to the settlement of their property rights, and the custody of their minor child, and it appearing to the Judge that said stipulation is in all respects fair, just and equitable, and the Judge having heard the evidence, and the matter having been submitted, and it further appearing that all of the allegations contained in plaintiff's complaint are true, and that the plaintiff is entitled to a divorce on the ground of extreme cruelty and to

the custody of the minor child, Kathryn Hansen, and the Judge being fully advised in the premises,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That the bonds of matrimony existing between the plaintiff, Maxine P. Hansen, and the defendant, W. L. Hansen, be, and they are hereby dissolved, and each restored to the status of a single person.

2. That Lots 7, 8, and 9 of Block 36 of the Village of Ashton, Fremont County, Idaho, as per the recorded plat thereof was given to the plaintiff, Maxine P. Hansen by the defendant, W. L. Hansen, on or about the 25th day of July, 1945, and that the aforesaid property be, and the same hereby is, awarded and decreed to the plaintiff, Maxine P. Hansen, as her sole and separate property and for her sole and separate use and benefit, provided, however, that the plaintiff, Maxine P. Hansen, shall assume and pay the mortgage on the aforesaid property in the approximate amount of $14,000.00 in favor of the Utah Home Fire Insurance Company, together with all other liens, taxes and assessments of whatsoever nature against said property.

3. That all furniture, fixtures, equipment and other personal property located in and about the Ashton Hotel, situate on the above described real property was given to the plaintiff, Maxine P. Hansen, on or about the 25th day of July, 1945, and that said property, together with all other furniture, fixtures and equipment located in and about the said Ashton Hotel be, and the same is hereby, awarded and decreed to the plaintiff, Maxine P. Hansen, as her sole and separate property and for her sole and separate use and benefit.

4. That the plaintiff, Maxine P. Hansen, is the sole and separate owner of certain real estate located at Farmington, in Davis County, Utah, and that the aforesaid property be, and the same is hereby, awarded and decreed to the plaintiff, Maxine P.

Hansen, as her sole and separate property and for her sole and separate use and benefit.

5. That the awarding and decreeing of the property described in paragraphs 2, 3, and 4 hereof to the plaintiff, Maxine P. Hansen, shall be and is in full and complete settlement and release of all claims and demands of every kind, name or nature against the defendant, W. L. Hansen, including all liability now or at any time hereafter existing or accruing, either on account of support, maintenance, temporary alimony or permanent alimony, and the said defendant, W. L. Hansen, is hereby relieved entirely from all personal claims and demands arising in any manner from the relation of husband and wife, and from any and all costs, charges and expenses incident to this action, and the said defendant is hereby released from all claim of the plaintiff of any interest whatever in any property, real, personal or mixed, community or separate which the said defendant may now own or that he may at any time hereafter hold or acquire.

6. That all real and personal property situate in Salt Lake County, Utah, including one automobile, together with certain fishing and hunting equipment and other personal belongings of the defendant, W. L. Hansen, at the Ashton Hotel in Fremont County, Idaho, be, and the same is hereby, awarded and decreed to the defendant, W. L. Hansen, as his sole and separate property and for his sole and separate use and benefit.

7. That each of the parties to this action shall execute and deliver to the other party, all necessary instruments in order to properly carry out the terms and conditions of this decree.

8. That the plaintiff, Maxine P. Hansen, shall have and she is hereby granted, the sole care, custody and control of the minor child, Kathryn Hansen, provided, however, that the defendant, W. L. Hansen will have the right to visit said child at all reasonable times and places.

9. That the defendant, W. L. Hansen, shall not be required to pay any sum whatsoever to the plaintiff, Maxine P. Hansen, as or for the care, support, maintenance or education of the minor child, Kathryn Hansen, untilfurther Order of this Court.

Dated at Idaho Falls, Idaho, this 1st day of April, 1949.

C. J. Taylor

DISTRICT JUDGE

STATE OF IDAHO,)
COUNTY OF FREMONT,) ss:

I, T. H. Foley, Clerk of the District Court, and Ex-Officio Auditor and Recorder, in and for the County of Fremont, State of Idaho, do hereby certify that the attached is a full, true, and correct copy of a certain Decree

Maxine P. Hansen vs W. L. Hansen

as the same now appears of record on file in my office, as instrument No. 266153

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 5 day of ~~Max~~ April A. D., 1949.

T. H. Foley
Clerk of District Court, and Ex-Officio Auditor and Recorder.

By Maud Reid
Deputy Recorder

6206

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF FREMONT

RUBY NELSON,

Plaintiff,

-vs-

JOHN W. NELSON,

Defendant.

DECREE OF DIVORCE

This matter came regularly on to be heard before the Honorable Henry Martin, District Judge, on the 29th day of April, 1949. Willard C. Burton, Attorney at Law, appeared on behalf of and for the plaintiff, and no one appeared for or on behalf of the defendant;

And it appearing to the Court that the defendant was duly and regularly served with summons in this action, and that he failed to appear and plead to the plaintiff's complaint on file herein within the time allowed by law or at all, and

Competent evidence having been introduced in support of the allegations of the plaintiff's complaint, from which evidence it appearing that all material allegations thereof are true.

NOW THEREFOR, The Court, being fully advised in the premises and in the law, and on motion of Willard C. Burton, attorney for the plaintiff,

It is hereby ORDERED, ADJUDGED, and DECREED: That a decree of divorce be, and the same is hereby granted the plaintiff, Ruby Nelson, of and from the defendant, John W. Nelson, upon the ground of cruelty, and for fault of the defendant; and that certain marriage contracted between the parties on or about the 26th day of October, 1946, be and the same is hereby dissolved, and the said parties are, and each of them is, restored to the status of single persons.

And it is further ORDERED, ADJUDGED and DECREED: That the custody of the minor child of the parties, Maynard John Nelson, be and the same is hereby awarded to the plaintiff;

And it is further ORDERED, ADJUDGED and DECREED: That the defendant be, and he is hereby, required to pay monthly to the plaintiff, on or before the 10th day of each and every month hereafter, beginning with the 10th day of May, 1949, for the support and maintenance of the minor child, Maynard John Nelson, the sum of $30.00.

Done and dated this 29th day of April, 1949.

Henry S. Martin
District Judge

STATE OF IDAHO,)
COUNTY OF FREMONT,) ss:

I, T. H. Foley, Clerk of the District Court, and Ex-Officio Auditor and Recorder, in and for the County of Fremont, State of Idaho, do hereby certify that the attached is a full, true, and correct copy of a certain Decree of Divorce

Ruby Nelson vs John W. Nelson

as the same now appears of record on file in my office, as instrument No. 266397

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 14th day of May A. D., 1949.

T. H. Foley
Clerk of District Court, and Ex-Officio Auditor and Recorder.

By Maud Bird
Deputy Recorder

(COPY)

6207

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM.

PAULINE CECIL,

Plaintiff,

-vs-

DARRELL CECIL,

Defendant.

D E C R E E.

F I L E D
Apr. 7, 1949
Lillian M. Campbell, Clerk

This matter came on to be heard by the Court on the 31st day of March, 1949, the plaintiff appearing in person and by her attorney, C. H. Higer, the defendant being in default made no appearance, and based upon the Military Service Affidavit of plaintiff to the effect that the defendant was not in the Military Service of the United States of America, the Court duly entered defendant's default for failure to appear, according to law.

THEREUPON, the Court heard the sworn testimony of plaintiff and her corroborating witness, and from said testimony the Court finds that the defendant has inflicted upon plaintiff extreme cruelty as alleged in said complaint. The Court further finds that Gene Cecil, the Minor child of plaintiff and defendant is in the care, custody and control of the plaintiff, and that she is a fit and proper person to have the care, custody and control of said child.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and they are hereby dissolved and plaintiff and defendant are hereby absolutely divorced from one another; and it is the further judgment of the Court that the custody of Gene Cecil, the minor child of plaintiff and defendant be, and it is hereby awarded to the plaintiff.

DATED this 5th day of April, 1949.

Thomas E. Buckner
District Judge.

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

STATE OF IDAHO)
) ss.
COUNTY OF GEM)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a true and correct copy of Decree filed in my office on April 7th, 1949, being a part of the files in the case of Pauline Cecil vs. Darrell Cecil. (Case No. 2102.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of April, 1949.

Lillian M. Campbell
Clerk

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

ELIZABETH M. LOSTER, Plaintiff,
vs.
FRANK E. LOSTER, Defendant.

No. 5152

FILED
AT ____ O'CLOCK ____ M.
APR 18 1949
CARL T. REUTER
Clerk of District Court
By ____ Deputy

DECREE

The above entitled cause came on duly and regularly for trial on the 16th day of April, 1949, the plaintiff appearing in person and by her attorney and neither the defendant, nor any person on his behalf appearing, and it appearing from the records and files herein that the defendant was duly and regularly served with summons and complaint personally at Grangeville, Idaho, County, Idaho, on the 25th day of February, 1949, pursuant to the order of the court; and it further appearing that the defendant has not answered, demurred, or otherwise pleaded, or appeared, in said cause within the time allowed by law, and it appearing that the time for such appearance has expired and that the defendant is in default and that his default has been duly and regularly entered herein; it appearing further from the affidavit of the plaintiff that the defendant is not and has not been engaged in military service of the armed forces of the United States at any time since the filing of the complaint herein; and it appearing that the allegations of plaintiff's complaint are true and the court being fully advised and the cause having been fully submitted.

PAUL G. EIMERS
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

NOW THEREFORE, IT IS HEREBY ORDERED ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and defendant are hereby dissolved and the plaintiff, Elizabeth M. Loster, is granted an absolute divorce from the defendant, Frank E. Loster; and the plaintiff Elizabeth M. Loster, is hereby granted sole custody of Phyllis Ann Loster the minor daughter of the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be and is hereby awarded as her sole and separate property all household goods and personal property of the community now in her possession.

Done at Chambers this 16th day of April, 1949.

LEO McCARTY
Judge of the District Court

CERTIFICATE

State of Idaho, County of Idaho, ss.

I, the undersigned, Clerk of the District Court of the Second Judicial District of the State of Idaho, in and for the County of Idaho, do hereby certify that the foregoing is a full, true and correct record of the Decree of Divorce in the case of Elizabeth M. Loster vs. Frank E. Loster as the same appears of file and of record in my office in Book 9 of Decree Record on page 18 thereof.

WITNESS my hand and official seal this 7 day of May, A. D., 1949, at Grangeville, Idaho.

CARL T. REUTER, Clerk of District Court
By Ruby J. Hastie, Deputy

(Seal)

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

LOUIS A. BURKENBINE, Plaintiff, vs. VERA B. BURKENBINE, Defendant.) No. 5136

DECREE

FILED
AT ____ O'CLOCK ____ M.
APR 29 1949
Carl T. Reuter
CARL T. REUTER
Clerk of District Court
By ____ Deputy

The above entitled cause came on duly and regularly for trial on the 29th day of April, 1949. The plaintiff appeared in person and by his attorney of record; neither the defendant, nor any person, or persons, in her behalf appeared. It appearing to the Court that the defendant, Vera B. Burkenbine, was regularly served personally in Idaho County, with summons and complaint on the 30th day of September, 1948, and that she has failed to appear, demurrer, answer or otherwise plead to said summons and complaint within the time provided by law; and the default of the said defendant, Vera B. Burkenbine, having been duly and regularly entered herein pursuant to law and it appearing from plaintiff's affidavit, filed in said cause, that the defendant is not and has not been engaged in military service in the armed forces of the United States of America, or any branch thereof, and evidence having been submitted by and on behalf of the plaintiff and it appearing therefrom that the allegations of plaintiff's complaint are true and the court being fully advised and said cause having been submitted to the court.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the plaintiff, Louis A. Burkenbine, be, and is, hereby

PAUL G. EIMERS
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

granted an absolute divorce from the defendant, Vera B. Burkenbine, and the marriage bonds heretofore existing between them be, and are, hreby dissolved; and that each of them are returned to the legal status of single persons.

Done in Chambers this 29th day of April, 1949.

LEO McCARTY
Judge of the District Court

CERTIFICATE

[illegible] Court of the [illegible] Judicial [illegible] in and for the County of [illegible] hereby [illegible] several acts of the Record [illegible] for [illegible]

Louis A. Burkenbine, [illegible] vs.
Vera B. Burkenbine, Defendant; as the same [illegible] Book 9 Judgment Record on [illegible] 19

WITNESS my hand [illegible] seal this 7 day of May, A. D., 19 49 at Granger, Wyo.

[illegible] Clerk of District Court
By Bob J. Waite, Deputy

(Seal)

#14090

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

PHYLLIS I. LEONHARDI,
Plaintiff,
vs.
WALTER K. LEONHARDI,
Defendant.

DECREE

Sue Langford

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her Attorney, E. T. Knudson, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by publication of the Summons in the Kootenai County Leader, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and

that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of E. T. Knudson, Attorney for Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, PHYLLIS I. LEONHARDI, and the Defendant, WALTER K. LEONHARDI, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Plaintiff be, and she hereby is restored to her maiden name, to-wit: PHYLLIS IRMA GENTELER and to the status of an unmarried person.

Done in open Court this 1 day of April, A. D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: Sue Langford
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of PHYLLIS I. LEONHARDI, Plaintiff, versus WALTER K. LEONHARDI, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 1 day of April, A. D., 1949.

Jas. A. Foster
Clerk

By: Sue Langford
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

******

ORVIN M. REDALEN)
Plaintiff,)
vs.) DECREE OF DIVORCE
CHAROLETTE MAXINE REDALEN)
Defendant,)

APR 1 1949
JAS. A. FOSTER

P. 899

******

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 1st day of April 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by his attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Orvin M. Redalen plaintiff and Charolette Maxine Redalen defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of desertion.

Dated at Coeur d'Alene, on the 1st day of April 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Orvin M. Redalen vs. Charolette Maxine Redalen now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 1st day of April 1949.

Jas. A. Foster
Clerk

By _____
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

6212

NORA CONDREY, (No. 14243

Plaintiff,

vs.) DECREE

DOYLE L. CONDREY,

Defendant. (

This cause having regularly come on to be heard before the undersigned Judge of the above Court at Coeur d'Alene, Kootenai County, Idaho, at 10:00 A.M. on the date hereof, plaintiff appearing in person and through J. Ward Arney, her attorney of record; defendant having filed formal appearance through his attorney, Mr. Wm. S. Hawkins; defendant and his attorney of record having stipulated to waive notice of time and place of hearing of the cause upon its merits and consenting that the case could come on for hearing without further notice to the defendant or his attorney of record; the property rights having been settled by written and acknowledged stipulation; the parties having stipulated to waive written findings of fact and conclusions of law; whereupon competent and corroborative, oral and documentary evidence was offered and received, establishing the allegations of the complaint and supporting the stipulation for property settlement; the requisite affidavit being on file, showing that the defendant was not in military service within the meaning of 50 USCA, App. §§501 et. seq. at any time during the pendency of this action; now, therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

(1). Plaintiff is hereby granted absolute divorce from the defendant on the grounds of extreme mental cruelty.

(2). East 45 feet of Lot 11, Block 21, O'Brien's Third Addition to Coeur d'Alene, Kootenai County, Idaho, with its incidents and improvements, together with the household furnishings and furniture therein, is hereby vested in the plaintiff as her sole and separate estate, freed from all interests of the defendant therein, plaintiff to discharge all mortgage and tax obligations against the property.

(3). Title to the 1947 Nash Ambassador is hereby vested in the defendant as his sole and separate estate, the defendant to pay all obligations against the car.

(4). Defendant shall pay all outstanding community bills, including light, water and oil.

(5). Plaintiff is restored to her former name of Nora I. Proctor.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 1st day of April, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

COPY

6213

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

14253

STATE OF IDAHO, County of Kootenai, ss. Filed APR 6 1949 JAS. A. FOSTER

MORVA LOUISE SMITH, (No. _____

Plaintiff,

vs.) DECREE

CLAYTON MONROE SMITH,

Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and for over six full weeks next preceding the commencement of this action was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). Plaintiff is hereby restored to her former name of Morva Louise Tallman.

(5). There is hereby awarded to plaintiff, as her sole and separate estate, Lot 9, Block 10, Simms Addition to Coeur d'Alene, according to the recorded plat, together with its improvements and incidents and all household goods and furnishings, at 1220 Third Street, Coeur d'Alene, Idaho, which defendant has deeded and transferred to plaintiff.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 6th day of April, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

6214

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

APR 6 1949

ETHEL DUKES,)
Plaintiff,) 13909
vs.) DECREE
REX E. DUKES,)
Defendant.)

THIS MATTER having come on regularly for hearing before the undersigned Judge of the above entitled Court, on the 6th day of , 1949; plaintiff appearing in person and by her attorney, Wm. S. Hawkins; the defendant having been personally served with a true and correct copy of the amended complaint and summons and his default having been duly and regularly entered and filed herein; the plaintiff being duly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted in connection with her residence; the Court having heard and considered all of the evidence introduced and being duly and fully advised in the premises, and having made its Findings of Fact and Conclusions of Law herein; now, therefore, it is

ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree, that the bonds of matrimony heretofore and now existing between the plaintiff and defendant, be, and the same are, hereby dissolved and set aside and the plaintiff is hereby granted an absolute decree of divorce upon the grounds of Extreme Cruelty, from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be awarded the absolute care, custody and control of the two minor children, Daniel Ray and Rodney Chester.

DONE in open Court, this 6th day of April, 1949.

O.C. Wilson

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 6th day of April, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

APR 7 1949

Alberta Platt

*****

MARIAN LOMELAND)
Plaintiff,)
vs.) DECREE OF DIVORCE
ARNDT S. LOMELAND)
Defendant,)

*****

14260

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 7th, day of April A. D. 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by her attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Marian Lomeland plaintiff and Arndt S. Lomeland defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of extreme cruelty.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff be decreed the care, control, and custody of the two minor children

Leela Lomeland and Marlene Lomeland

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff be decreed as her sole and separate property all of the following described real and personal property:

All of Lots 7 and 8 Bestland subdivision in Kootenai County, State of Idaho, according to the recorded plat thereof now on file and of record in the Recorder's office.

and

Necessary Household furniture

Dated at Coeur d'Alene, Idaho this 7th day of April 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Marian Lomeland vs. Arndt S. Lomeland now on file in my office in the above entitled action

Witness my hand and the seal of said Court on this, the 7th day of April 1949

Clerk

By
Deputy

6216

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

14221

APR 7 1949

DOROTHY JEAN BIGGS, :
Plaintiff, :
vs. : DECREE
RICHARD C. BIGGS, :
Defendant. :

This matter having come on regularly to be heard this 7th day of April, 1949, before the undersigned District Judge, the plaintiff appearing in person and being represented by her attorney, Wm. S. Hawkins, and the defendant not appearing either in person or by counsel, the defendant having admitted and acknowledged service of a true and correct copy of the Complaint and Summons herein on March 5, 1949, and his acceptance of service being on file in the above entitled Court, and having filed herein his answer and waiver of notice of time and place of hearing said action on its merits, and the plaintiff and her witness having been duly and regularly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted as to the residence of said plaintiff, the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the ground of Extreme Cruelty, dissolving the bonds of matrimony existing between the plaintiff and defendant.

NOW, THEREFORE, on motion of Wm. S. Hawkins, attorney for the plaintiff,

IT IS BY THIS COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, DOROTHY JEAN BIGGS, and the defendant RICHARD C. BIGGS, be, and the same are hereby vacated, dissolved and set aside upon the ground of Extreme Cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff's name prior to this marriage of DOROTHY JEAN LOW be, and the same is hereby restored to her.

Done in open Court this 7th day of April, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
: ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 7th day of April, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT 6217

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

APR 8 1949

ELEANOR EDWARDS,

Plaintiff,

vs.

CARL W. EDWARDS,

Defendant.

No. _____

DECREE

14262

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The property agreement between the parties, on file herein, which is fair and equitable, is hereby approved.

(5). The defendant shall pay to plaintiff the sum of $150.00 a month as alimony, during her lifetime or until she remarries.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 8th day of April, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

14152

6218

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

APR 13 1949

CARL C. PARSONS,

Plaintiff,

vs.

INEZ B. PARSONS,

Defendant.

DECREE Sue Langford

This cause having come regularly on for trial before the Court sitting without a Jury, the Plaintiff appearing in person and with his Attorney, E. T. KNUDSON, of the firm of WHITLA & KNUDSON, and the Defendant appearing in person and with her Attorney of record, HAROLD S. PURDY, whereupon oral and documentary evidence was introduced on behalf of the respective parties. That during the progress of the trial the parties through their respective Attorneys of record, entered into an oral Stipulation whereby it was stipulated that the Decree may be entered upon the evidence submitted by the Defendant under her Cross-Complaint and it was also orally stipulated that Findings of Fact and Conclusions of Law would be waived. It was also further stipulated that the Plaintiff and Cross-Defendant should pay to the Cross-Complainant the amounts hereinafter ordered to be paid and that the Cross-Plaintiff should henceforth have no other or further claim against the Cross-Defendant other than is hereinafter provided and that the Cross-Plaintiff shall be estopped from claiming or asserting any right, title, interest, equity or claim whatever against the real property mentioned and described in the Cross-Plaintiff's Cross-Complaint

or to the business being carried on and conducted under the name and style of STATE LINE GARDENS, and the Court after hearing and considering the evidence and the Stipulation entered into by and between the parties finds that the provisions of the Stipulation so entered into are fair, equitable and just and should be approved and the same hereby are approved and that the Cross-Plaintiff is entitled to a Decree herein under her Cross-Complaint and in accordance with the Stipulation so entered into.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, CARL C. PARSONS, and the Defendant, INEZ B. PARSONS, be, and the same hereby are vacated, dissolved and set aside and the Cross-Plaintiff is hereby granted an absolute Decree of divorce upon the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Cross-Plaintiff be, and she hereby is restored to her former name, to-wit: INEZ B. KOLBECK and to the status of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Cross-Defendant, CARL C. PARSONS, shall forthwith pay or cause to be paid to the Cross-Plaintiff, INEZ B. PARSONS, the sum of One Thousand ($1,000.00) Dollars together with the additional sum of Two Hundred ($200.00) Dollars as Attorneys fees for her Attorney in this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the said Cross-Defendant pay or cause to be paid to the Cross-Plaintiff the additional sum of One Hundred ($100.00) Dollars per month for the period of fourteen (14) months from and after the entry of this Decree. Said monthly payments to be so paid on or before

the fifteenth day of each of said months commencing with April 15, 1949.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that any claim which the parties to this action as husband and wife or individually have against the parents of the Defendant and Cross-Complainant is hereby decreed to be and remain the sole and separate property and claim of the Cross-Plaintiff to the end that the Cross-Defendant has no further right, title or interest in or to such claim against said parents.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant and Cross-Complainant, INEZ B. PARSONS, does not have any right, title, interest, claim or estate whatever in or to the real property referred to and described in the Cross-Plaintiff's Cross-Complaint, to-wit:

> All of Tract one hundred seventy five (175) East Farms Irrigation Tracts, less the right of way for U.S. Highway #10 known as F.A.P. 53 A (3) project and all of that unplatted part of the Southeast Quarter of Southwest quarter (SE¼ SW¼) the Northeast Quarter of Southwest Quarter (NE¼ SW¼) the Northwest Quarter of Southeast quarter (NW¼ SW¼) and the Northeast quarter of Southeast quarter (NE¼ SE¼) of Section one (1) Township fifty (50) North, Range six (6) W.B.M. lying North and West of the above Highway #10, (FAP) 53A (3) project) as surveyed and built, except the canal right of way as established and maintained containing in all 9.38 acres, more or less, Subject to right of way and easement of record. Said tract 175 is located within the boundaries of East Farms Irrigation District in Idaho and subject to being assessed by said District together with all improvements thereon and incidents thereto, including after acquired title, situate in Kootenai County, Idaho.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the Defendant and Cross-Complainant, INEZ B. PARSONS, does not have

any right, title, interest, claim or estate in or to any of the property, either real or personal, which has been or now is being used in connection with the business carried on under the name and style of the STATE LINE GARDENS in Kootenai County, Idaho, and that the Defendant and Cross-Complainant has no right, interest, or claim whatever in or to the assets or business so being carried on and conducted and the said Defendant and Cross-Complainant is hereby estopped from hereafter asserting any right, title, interest or claim whatever in or to the property or the business belonging to the Plaintiff and Cross-Defendant and being conducted under the name and style of STATE LINE GARDENS in Kootenai County, Idaho.

Done in open Court this 8th day of April, A. D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of CARL C. PARSONS, Plaintiff, versus INEZ B. PARSONS, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 8th day of April, A. D., 1949.

Jas. A. Foster
Clerk

By: Sue Longford
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

6219

ARCHIE ASPLUND, (No. 14255

Plaintiff,

vs.) DECREE

VIOLA ASPLUND,

Defendant. (

APR 11 1949
J.A.S. A. FOSTER

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under Sec. 7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). Plaintiff was married to defendant under the name of Ausplund.

(5). Plaintiff shall retain, as his sole and separate property, the 1939 Oldsmobile car, which has been the separate property of plaintiff.

(6). The defendant is hereby restored to her former name of Viola Headquist.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 11th day of April, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

6220

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

APR 13 1949

JAS. A. FOSTER

MARY WHITAKER, (No. 4261

Plaintiff,

vs.) DECREE

MARSHALL WHITAKER,

Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The parties hereto have settled all of the community property, including the claim for damages, court costs and attorneys

fees and, also, income tax refund for 1948.

(5). Plaintiff is restored to her former name of Mary Bigaouette.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 13th day of April, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

6221

COPY

14241

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

STATE OF IDAHO } ss.
COUNTY OF KOOTENAI }
FILED APR 13 1949
I.A.S. Recorder

GERARD ALBERT VANDEN-BOER,

Plaintiff,

vs.

ANNE VANDEN-BOER,

Defendant.

No. _____

Sue Langford

D E C R E E

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service as shown by the records herein.

3. The defendant be, and is hereby, awarded the care, custody and control of Peggy, aged 6 years, and Angus, aged 5 years, minor children of the parties hereto; the plaintiff to contribute the sum of $12.50 per month toward the support, maintenance and education of each of said children during their minority or dependency.

4. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 12th day of April, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said court on this, the 12th day of April, 1949.

JAS. A. FOSTER
Clerk

By Sue Langford
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

DELLA R. BOWERS,

Plaintiff,

-vs-

JACK D. BOWERS,

Defendant.

DECREE OF DIVORCE

14217

STATE OF IDAHO, County of Kootenai. Filed APR 13 1949 JAS. A. FOSTER

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho before the Honorable O. C. Wilson, one of the Judges of said Court on the 13th day of April, 1949; the defendant having failed to answer, demur or plead herein within the time allowed by law after acceptance of summons, and acknowledgment thereof in writing; and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Della R. Bowers, and defendant, Jack D. Bowers, be and the same are hereby set aside and held for naught and plaintiff, Della R. Bowers, is granted a decree of absolute divorce from defendant, Jack D. Bowers, on the ground of mental suffering, amounting to extreme cruelty; that plaintiff's former maiden name, Della R. Foley shall be and hereby is restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 13th day of April, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO, County of Kootenai. } ss

I, Jas. A. Foster, Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said District Court this 13th day of April, 1949.

Jas. A. Foster
Clerk

(Seal)

By _____
Deputy

COPY 6223

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

MILDRED PAYNE,
Plaintiff,
vs.
HERMAN W. PAYNE,
Defendant.

No. 14265

STATE OF IDAHO, County of Kootenai, ss. FILED APR 13 1949 JAS. A. FUGLER

DECREE

This cause having regularly been heard before the undersigned judge of the above entitled court in the courtroom at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and it appearing from the records and files herein that defendant is in the military service; that he regularly admitted service of the summons and complaint herein and entered a general appearance in this case, said service being made personally and within the State of Idaho; that more than twenty (20) days have expired since the date of such service; that no answer has been filed or appearance made by, or on behalf of, defendant herein; that defendant, by an acknowledged instrument, has regularly waived all provisions of Section 50 U.S.C.A., Appendix - Sections 501 et seq. and correlated provisions as to entry of default against persons in the military service, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. Defendant is in default herein after due service and after acknowledged waiver of all provisions of Section 50 U.S.C.A., Appendix - Sections 501 et seq., as shown by the records herein.

3. Plaintiff be, and is hereby, awarded the care, custody and control of Herman Whitaker, aged 4 years, and Richard Lee, aged about 19 months, minor sons of the parties hereto, the defendant to have reasonable rights of visitation with said children and to contribute the sum of Twenty-five ($25.00) Dollars per month for each child during its minority or dependency.

4. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 13th day of April, 1949.

(SEAL)

O. C. Wilson
District Judge

Attest:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 13th day of April, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

X

6224

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

LOUIS HANIC,

Plaintiff,

vs.

MARY HANIC,

Defendant.

No. 14227

STATE OF IDAHO } ss.
County of Kootenai }
Filed APR 13 1949
JAS. A. [illegible]

DECREE

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service, as shown by the records herein.

3. It is for the best interests of the only minor dependent son of the parties, i. e., James Hanic, aged 17 years, that he remain with his father, the plaintiff herein, during his minority or dependency, and said plaintiff is hereby awarded the full and complete custody of said minor son.

4. The marriage contract between plaintiff and defendant is

hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds that the parties have heretofore continuously lived separate and apart without cohabitation for a period of more than five years.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 13th day of April, 1949.

C. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said court on this, the 13th day of April, 1949.

Jas. A. Foster
Clerk

By_____
Deputy

COPY 6225

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

STATE OF IDAHO
COUNTY OF KOOTENAI
APR 19 1949

AUGUSTE ABADIA,
Plaintiff,
vs.
ROSE ABADIA,
Defendant.

No. 14275

DECREE

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service as shown by the records herein.

3. The defendant be, and is hereby, restored to her maiden name of Rose Bedard.

4. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds that the parties have heretofore continuously lived separate and apart without cohabitation for a period of

more than five years.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 19th day of April, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said court on this, the 19th day of April, 1949.

_____
Clerk

By _____
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

STATE OF IDAHO, County of Kootenai, APR 18 1949, U.S.A.

RAYMOND HURLBURT,
Plaintiff,
vs.
BETTY HURLBURT,
Defendant.

No. 14267

DECREE

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service, as shown by the records herein.

3. The defendant be, and is hereby, awarded the care, custody and control of Diana, aged 3 years, minor daughter of the parties, the plaintiff to have reasonable rights of visitation with said child and to contribute the sum of Thirty ($30.00) Dollars per month toward the support, maintenance and education of said child during its minority or dependency.

4. The plaintiff be, and is hereby, obligated to pay alimony to the defendant in the sum of Forty-two and no/100 ($42.00) Dollars per month for a period of two (2) years, or through the month of April, 1951.

5. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 18th day of April, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 18th day of April, 1949.

Jas. A. Foster
Clerk

By_____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

APR 19 1949

DOROTHY H. BONNEY, :
Plaintiff, : 14757
vs. : DECREE
JOSEPH BONNEY, :
Defendant. :

THIS MATTER having come on regularly for hearing before the undersigned Judge of the above entitled Court, on the 19th day of April, 1949; plaintiff appearing in person and by her attorney, Wm. S. Hawkins; the defendant having been personally served with a true and correct copy of the complaint and summons and his default having been duly and regularly entered and filed herein; the plaintiff being duly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted in connection with her residence; the Court having heard and considered all of the evidence introduced and being duly and fully advised in the premises, and having made its Findings of Fact and Conclusions of Law herein; now, therefore, it is

ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree, that the bonds of matrimony heretofore and now existing between the plaintiff and defendant, be, and the same are, hereby dissolved and set aside and the plaintiff is hereby granted an absolute decree of divorce upon the grounds of Extreme Cruelty, from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff's maiden name of DOROTHY M. TEDFORD is hereby restored to her.

DONE in open Court, this 19 day of April, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the for going to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 19 day of April, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

6228

14298

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

JOHN B. PINK,

Plaintiff,

vs.

CARRIE R. PINK,

Defendant.

APR 21 1949

DECREE JAS. A. FOSTER

Sue Langford

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with his Attorney, S. T. Knudson, but the Defendant did not appear and was not represented. After hearing and considering the corroborated evidence introduced by and on behalf of the Plaintiff, the Court finds:

That due and legal personal service of the Summons in this cause has been made upon the Defendant within the State of California; that the Defendant has regularly filed herein her "Answer" to the Plaintiff's Complaint herein, together with a "Consent and Waiver" executed by the Defendant whereby the Defendant consents to the hearing of this cause upon its merits at any time on or after ten o'clock A.M. on Tuesday, April 19, 1949, and expressly waives any further or additional notice of the time and place of the hearing of this cause upon its merits.

The Court finds that this cause has come regularly on for hearing and that the Plaintiff is entitled to a Decree herein as prayed for in Plaintiff's Complaint and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of S. T. Knudson, Attorney for Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, JOHN B. FINK, and the Defendant, CARRIE R. FINK, be, and the same hereby are vacated, dissolved and set aside on the ground of mental cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant be and she hereby is restored to her former name, to-wit: CARRIE ELIZABETH ROBERTSON and to the status of an unmarried person.

Done in open Court this 21st day of April, A. D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of JOHN B. FINK, Plaintiff, versus CARRIE R. FINK, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the _____ day of April, A. D., 1949.

Jas. A. Foster
Clerk

By: Sue Langford
Deputy

6229

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

14204

APR 21 1949

CHAS. A. COOPER, :
Plaintiff, :
vs. : DECREE
HAZEL B. COOPER, :
Defendant. :

This matter having come on regularly to be heard this 21 day of April, 1949, before the undersigned District Judge, the plaintiff appearing in person and being represented by his attorney, Wm. S. Hawkins, and the defendant not appearing either in person or by counsel, the defendant having admitted and acknowledged service of a true and correct copy of the Complaint and Summons herein on April 18, 1949, and her acceptance of service being on file in the above entitled Court, and having filed herein her answer and waiver of notice of time and place of hearing said action on its merits, and the plaintiff and his witness having been duly and regularly sworn and examined, testified on behalf of himself in support of the allegations of his complaint and corroborative evidence having been submitted as to the residence of said plaintiff, the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the ground of Extreme Cruelty, dissolving the bonds of matrimony existing between the plaintiff and defendant.

NOW, THEREFORE, on motion of Wm. S. Hawkins, attorney for the plaintiff,

IT IS BY THIS COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, CHAS. A. COOPER, and the defendant HAZEL B. COOPER, be, and the same are hereby vacated, dissolved and set aside upon the ground of Extreme Cruelty.

Done in open Court this 21 day of April, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 21 day of April, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

6230

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

ANN M. McCOOK,
Plaintiff,
-vs-
EDWARD L. McCOOK Jr.,
Defendant.

14290

DECREE OF DIVORCE

STATE OF IDAHO
COUNTY OF KOOTENAI
FILED
APR 21 1949
JAS. A. FOSTER
Clerk

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, before the Honorable O. C. Wilson, one of the Judges of said Court on the 21 day of April, 1949; the defendant by his attorney, Harold S. Purdy, having entered a demurrer to plaintiff's complaint; the parties thereafter filing a written stipulation that the demurrer might be overruled and the cause set for trial as a default matter, defendant waiving the findings of fact and conclusions of law; and the Court having overruled defendant's demurrer and set the matter for hearing forthwith; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing further either in person or by counsel; whereupon witnesses were sworn and testified upon the part of plaintiff, and the Court being fully advised in the premises, and having found for plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Ann M. McCook, and defendant, Edward L. McCook, Jr., be and the same are hereby set aside and held for naught, and plaintiff, Ann M. McCook, is granted a decree of absolute divorce from defendant, Edward L. McCook, Jr., on the ground of mental suffering, amounting to extreme cruelty; that plaintiff's former maiden name, Ann M. Richards, shall be and hereby restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 21 day of April, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO)
County of Kootenai.) ss

I, Jas. A. Foster, Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 21 day of April, 1949.

Jas. A. Foster
Clerk

(Seal

By _____

6231

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

APR 21 1949

DORA B. TAFT,

Plaintiff,

-vs-

ARTHUR C. TAFT,

Defendant.

3958

DECREE OF DIVORCE

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, before the Honorable O. C. Wilson, one of the Judges of said Court on the 21 day of April, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after legal publication of summons; and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of the plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Dora B. Taft, and defendant, Arthur C. Taft, be and the same are hereby set aside and held for naught, and plaintiff, Dora B. Taft, is granted a decree of absolute divorce from defendant, Arthur C. Taft, on the ground of extreme cruelty.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 21 day of April, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 21 day of April, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

6232

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

APR 22 1949

JAS. A. FOSTER

LEONARD L. BECKER,

Plaintiff,

-vs-

LUCILE E. BECKER,

Defendant.

DECREE OF DIVORCE

Alberta Platt

14277

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d 'Alene, Kootenai County, State of Idaho before the Honorable O. C. Wilson, one of the Judges of said Court on the 22nd day of April, 1949; the defendant, Lucile E. Becker, having acknowledged summons and filed her verified answer to plaintiff's complaint herein, and thereafter entered a stipulation and waiver stipulating that the matter might be heard at the convenience of the Court and without further notice to the defendant, and having waived the entry of findings of fact and conclusions of law; and it satisfactorily appearing to the Court that summons had been regularly issued; the plaintiff appearing in person and by his attorney, Harry H. Kimsey, and the defendant not appearing further, either in person or by counsel; whereupon witnesses were sworn and testified on the part of plaintiff, and the Court, after due deliberation and being fully advised in the premises, and having found for the plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Leonard L. Becker, and defendant, Lucile E. Becker, be and the same are hereby set aside and held for naught, and plaintiff, Leonard L. Becker, is granted a decree of absolute divorce from defendant, Lucile E. Becker, on the ground of mental suffering, amounting to extreme cruelty; that defendant's maiden name, Lucile E. Whitney shall be and hereby is restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho this 22nd day of April, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO)
) ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office

WITNESS my hand and the seal of said Court this 22nd day of April, 1949.

(Seal)

JAS. A. FOSTER Clerk

By Alberta Platt Deputy

6233

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

HILLIARD JOSEPH

Plaintiff,

vs.

HILDA JOSEPH

Defendant.

APR 22 1949
JAS. A. FOSTER
Alberta Platt

D E C R E E

14303

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with his attorney, C. J. Hamilton, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant within the State of New York, in accordance with the law and order of this Court. That the Defendant has regularly filed herein her answer to the complainant's Complaint together with a "Consent and Waiver" signed by the Defendant whereby the Defendant consents to the hearing of this cause upon its merits at any time on or after ten o'clock A.M. on Wednesday, April 20, 1949 and that this cause has come regularly on for hearing.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of C. J. HAMILTON, attorney for Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, HILLIARD JOSEPH, and the Defendant, HILDA JOSEPH, be, and the same hereby are vacated, dissolved and set aside on the ground of mental cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor child of these parties, WENDY JOSEPH, is hereby awarded to the Defendant, with the privilege of reasonable visitation by the Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Plaintiff shall pay as alimony to the Defendant, the sum of $165 per month, to be terminated on the remarriage of said Defendant. That the Plaintiff shall pay unto the Defendant as child support the sum of $85 per month, payable until the daughter becomes of age.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the furniture and household equipment, located in New York, is hereby decreed to be the sole and separate property of the Defendant.

Done in open Court this 22d day of April, A.D., 1948.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: Alberta Platt
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of HILLIARD JOSEPH, Plaintiff, versus HILDA JOSEPH, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 22nd day of April, A. D., 1949.

Jas. A. Foster
Clerk

By: Alberta Platt
Deputy

6234

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

MARGARET L. INGRAM, (No. 14235

Plaintiff,

vs.) DECREE

ELDEN V. INGRAM,

Defendant, (

APR 26 1949

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). Plaintiff is restored to her former name of Margaret L. Walter.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 26th day of ~~March~~ April, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI.

RAY H. THORSNESS,

Plaintiff,

vs.

MAXINE E. THORSNESS,

Defendant.

APR 26 1949

No. 14318

D E C R E E E

This cause came on regularly to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, at Coeur d'Alene, Idaho, on the 26th day of April, 1949; the plaintiff appeared in person and by his attorney, Dale Austin, and the defendant appeared through and was represented by her attorney, Herbert S. Sanderson.

It appeared to the satisfaction of the Court from the records and files herein that the defendant had been duly and regularly served with process in the County of Shoshone, State of Idaho, and had appeared herein by counsel and answered to plaintiff's complaint. That said cause was set for trial and the Court thereupon proceeded to hear the same.

Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of his complaint, and the Court being fully advised in the premises made and entered herein it's Findings of Fact and Conclusions of Law.

NOW, THEREFORE, By virtue of the premises and in accordance with said Findings of Fact and Conclusions of Law

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

1. That the bonds of matrimony heretofore existing between the plaintiff, Ray H. Thorsness, and the defendant, Maxine E. Thorsness, be, and the same are, hereby dissolved, set aside and held for naught, and the plaintiff is hereby granted an absolute divorce from the defendant.

2. That certain agreement made and entered into on the 13th day of May, 1948, by and between the parties hereto and Eva Belle Lawrence and Ray T. Lawrence husband and wife, of Rosalia, Wn. ; wherein the care, custody and control of the minor children of this marriage, to-wit, Gary Lee, now of the age of about 4 years, and Elizabeth Rae, now of the age of about 20 months, was given to Eva Belle Lawrence and R. T. Lawrence , be, and the same hereby is ratified and approved.

Dated at Coeur d'Alene, Idaho, this 26th day of April, 1949.

O. C. Wilson
District Judge

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

6236

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

RALPH L. HAYFORD,)
Plaintiff
-vs-) D E C R E E
MAY IRENE HAYFORD,
Defendant)

14208 APR 27 1949

This cause came regularly on to be heard before the undersigned Judge of the above entitled court in chambers at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and being represented by his counsel, Mr. James W. Wayne, and the defendant being in default herein. Thereupon competent and corroborative evidence was received, substantiating the allegations of the complaint, and written findings of fact and conclusions of law having been expressly waived, under 7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

1. That plaintiff be, and he hereby is, granted a decree of absolute divorce from the defendant herein on the grounds of wilful desertion.

Dated and done at Coeur d'Alene, Idaho this 27th day of April, 1949.

O. C. Wilson
District Judge

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

*****

ERMA JOHNS)
Plaintiff,)
vs.) DECREE OF DIVORCE
LEVI JOHNS)
Defendant,)

14320

APR 29 1949

*****

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 29th day of April A. D. 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by her attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact in favor of the plaintiff and against the defendant, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Erma Johns plaintiff and Levi Johns defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of extreme cruelty.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff

be restored her maiden name of Erma Wheeler.

Dated at Coeur d'Alene, this 29th day of April 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Erma Johns vs. Levi Johns now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 29th day of April 1949.

Jas. A. Foster
Clerk

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

BILLY G. WHITESIDE,

Plaintiff,

-vs-

ROSELLA WHITESIDE,

Defendant.

14226

APR 29 1949

DECREE OF DIVORCE

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, before the Honorable O. C. Wilson, one of the Judges of said Court on the 29th day of April, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after legal service of summons; and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by his attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Billy G. Whiteside, and defendant, Rosella Whiteside, be and the same are hereby set aside and held for naught, and plaintiff, Billy G. Whiteside, is granted a decree of absolute divorce from defendant, Rosella Whiteside, on the ground of mental suffering, amounting to extreme cruelty.

Dated at Coeur d'Alene, Kootenai County, State of Idaho this 29th day of April, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO, }ss
County of Kootenai. }

I, Jas. A. Foster, Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.
WITNESS my hand and the seal of said Court this 29 day of April, 1949.

Jas. A. Foster
Clerk

(Seal)

By _____
Deputy

6239

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

14384

APR 29 1949

LUCILLE EGELAND

PLAINTIFF

VS

DECREE

OLAF EGELAND

DEFENDANT

THIS MATTER HAVING COME REGUALRLY ON FOR HEARING this 29th day of April A.D.1949 upon stipulation of the parties and the plaintiff appearing in person and by her attorney, Kenneth K. Branson, and the defendant appearing by his attorney Harold Purdy.

The court finds that by stipulation of the parties hereto the cross complaint of defendant has been withdrawn and that by the stipulation written findings of fact and conclusions of law have been waived. The court further finds that by the stipulation the parties have settled their property rights and that the following real property shuld be and the same is hereby decreed to be the sole and separate property of the defendant to wit;

> Lots 5, 6, and 7 of Columbus Park addition to Coeur d'Alene, Kootenai County, Idaho, together with all furniture and furnishings except personal effects of plaintiff.

Also that the 1936 Plymouth Coupe belonging to the parties shall be the sole and separate property of defendant.

The court further finds that plaintiff has waived any claim for alimony, suit money , costs or attorneys fees and that none shall be allowed.

The court further finds that plaintiff is entiled to a decree of abosute divorce from the defendant .

NOW THEREFORE , on motion of Kenneth K.Branson, attorney for the plaintiff it is by the court ordered adjudged and decreed That the bonds of matromony heretofore existing betwsen the plaintiff Lucille Egeland and the defendant Olaf Egeland, be and the same hereby are vacated, set aside and dissolved and the plaintiff restored tot he status of an unmarried person and her maiden name of Lucille Guys be and the same hereby is restored. That the property heretofore described be and the same hereby is adjudged to be the sole and separate property of the defendant in accordance with the terms of the stipulation on file herein.

Dated this 29th day of April A.D.1949.

O.K. Erickson
District Judge,

Attest my hand and the seal of the said district court this 29th day of April A.D.1949.

Jas. A. Foster
Clerk.

6240

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

SHIRLEY EILEEN HAYS,
Plaintiff,
vs.
WILLIAM LEONARD HAYS,
Defendant.

#7409
Filed April 5 19 49
at 1:40 o'clock P. M.
BESSIE BABCOCK, Clerk
By Dona Herred Deputy Clerk

DECREE OF DIVORCE

The above entitled matter came on regularly to be heard and tried before the Court this 5 day of April, 1949, the plaintiff appearing in person and by her attorney of record, J. M. O'Donnell, and the defendant appearing neither in person nor by attorney.

On said hearing it appeared to the satisfaction of the Court that service of Summons was duly and regularly made by personal service as appears by the Affidavit of Service of Summons and Complaint filed herein, and the defendant having failed to appear and answer said Complaint within the time allowed by law and his time for appearing having expired and the default of said defendant having been entered according to law, and the Court having heard the testimony adduced on behalf of said plaintiff and in support of her Complaint, and the cause having been finally submitted to the Court for decision, the Court finds that the allegations stated in plaintiff's Complaint on file herein are true and supported by the evidence.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by this Court as follows:

(1) That the bonds of matrimony heretofore existing between the above named plaintiff, Shirley Eileen Hays, and the

above named defendant, William Leonard Hays, be, and the same hereby are dissolved and the said parties, and each of them, are free from the married relation.

(2) That the household furniture heretofore owned by the parties be, and the same hereby is awarded to the plaintiff, save and except that certain radio and floor lamp which is hereby awarded to the defendant.

(3) That complete care and custody of the unborn child of the parties be, and the same hereby are awarded to the plaintiff, free from interference from the defendant.

(4) That the plaintiff have judgment against the defendant in the amount of $200.00 for payment of hospital and doctor bills for the plaintiff's expected confinement.

Dated at Moscow, Idaho, this 5 day of April, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO, }
COUNTY OF LATAH } ss

I do hereby certify that the foregoing is a true copy of the original Decree of Divorce on file in my office.
Dated at Moscow, Idaho, this 5th day of April 1949

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Nona Herred
Deputy

J. M. O'DONNELL, LAWYER
LATAH COUNTY ATTORNEY

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

ROGER KREISHER,

Plaintiff,

-vs-

IRENE KREISHER,

Defendant.

No. 7399

Filed April 13 1949

at 2:30 o'clock P. M.

BESSIE BABCOCK, Clerk

By Dona Herred Deputy Clerk

D E C R E E

The above entitled cause came on regularly for hearing before the above entitled Court on this 13 day of April, 1949, the plaintiff, Roger Kreisher, being present in person and by his attorneys of record, Estes & Felton. The defendant having been duly and regularly served with summons herein, and having failed to appear of record or in person, and her default for such failure having been duly and regularly entered, the Court received evidence relative to the allegations of the complaint herein, and being fully advised in the premises:

NOW, THEREFORE, it is hereby ordered, adjudged and decreed, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between Roger Kreisher and Irene Kreisher be, and the same hereby are, dissolved and the plaintiff is awarded an absolute decree of divorce.

DATED this 13 day of April, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO, } ss
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Moscow, Idaho, this 13 day of April 1949

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Dona Herred
Deputy.

6242

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

EUNICE C. HOWELL,

Plaintiff,

-vs-

LOWELL S. HOWELL,

Defendant.

No. 7391

Filed April 19 1949
at 2:55 o'clock P. M.
JESSIE BABCOCK, Clerk
By Dona Herred Deputy Clerk

DECREE

This matter coming on regularly for hearing this 19th day of April, 1949, and the Court having made and filed its findings of fact and conclusions of law herein and being fully advised in the premises;

NOW, THEREFORE, on motion of Laurence E. Huff, attorney for plaintiff, that a decree be entered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage heretofore existing between the plaintiff, Eunice C. Howell, and the defendant, Lowell S. Howell, be and the same is hereby dissolved, and the plaintiff, Eunice C. Howell, is hereby granted a decree of absolute divorce from the defendant, Lowell S. Howell, on the grounds of extreme cruelty, and the parties hereto are, after the entry of this decree, each restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all community property of the parties and all separate property of the plaintiff, described in the findings of fact, be and the same are hereby awarded, set over and decreed to the plaintiff, Eunice C. Howell, as her sole and separate property, subject to her duty to pay any and all existing mortgages or liens of record against such property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against the defendant in the sum of $150.00, the same being the reasonable amount of her attorney's fees.

Done this 19th day of April, 1949.

A. L. MORGAN
District Judge.

STATE OF IDAHO, } ss
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original DECREE on file in my office.
Dated at Moscow, Idaho, this 19 day of April 1949

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.
By Dona Herred
Deputy

6243

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

JOSEPH C. BERRIMAN,

Plaintiff,

-vs-

JO HELEN BURT BERRIMAN,

Defendant.

No. 7416

Filed April 20 1949

at 10:30 o'clock A. M.

BESSIE BABCOCK, Clerk

By Dona Herred Deputy Clerk

D E C R E E

This matter coming on regularly for hearing this 20 day of April, 1949, the Court having made and filed its Findings of Fact and Conclusions of Law herein, and being fully advised in the premises,

NOW THEREFORE, on motion of Martin V. Huff, Attorney for Plaintiff, that a Decree be entered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Court has jurisdiction of the persons and the subject matter of this action; that the Civil Court of the First Instance, Bravos District, State of Chihuahua, Republic of Mexico, had no jurisdiction of the above named parties upon which to base the purported decree of divorce issued by Citizen Rodolfo Silva, Temporary Judge thereof, on June 17, 1946, and such purported decree of divorce is null and void and the parties thereafter remained and continued to be, and ever since have been Husband and wife.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the marriage heretofore existing between the plaintiff, Joseph C. Berriman, and the defendant, Jo Helen Burt Berriman, be and the same is hereby dissolved and the plaintiff, Joseph C. Berriman, is hereby granted a decree of absolute divorce from the defendant, Jo Helen Burt Berriman, on the grounds of wilful desertion, and the parties hereto are, after entry of this decree, each restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the life insurance policies now in force upon the lives of the respective parties be and the same are hereby awarded and decreed to the respective party upon whose life such life insurance policy is written, each such policy to be and become the separate property of each such party.

Dated this 20 day of April, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO,)
COUNTY OF LATAH) ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Moscow, Idaho, this 20 day of April 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Dona Herred
Deputy

X

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

FRANCES ATKINS,

Plaintiff,

-vs-

GRADY ATKINS,

Defendant.

No. 7326

April 21 19 49

10:30 o'clock A. M.

BESSIE BABCOCK Clerk

By Dona Herred Deputy

D E C R E E

The above entitled cause came on regularly for hearing before the above entitled Court on this 21 day of April, 1949, the plaintiff, Frances Atkins, being present in person and by her attorneys of record, Estes & Felton. The defendant having been duly and regularly served with summons herein, and having failed to appear of record or in person, and his default for such failure having been duly and regularly entered, the Court received evidence relative to the allegations of the complaint herein, and being fully advised in the premises;

NOW, THEREFORE, it is hereby ordered, adjudged and decreed, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between Frances Atkins and Grady Atkins be, and the same hereby are, dissolved and the plaintiff is awarded an absolute decree of divorce.

It is further ordered, adjudged and decreed, and this does order, adjudge and decree, that the name of the plaintiff prior to her marriage to the defendant, to-wit: Frances Hamilton, be, and the same hereby is restored to the plaintiff.

DATED this 21 day of April, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO)
COUNTY OF LATAH) ss

I hereby certify that the foregoing is a true and correct copy of the DECREE as the same appears of file in my office.

Dated at Moscow, Idaho, this 21st day of April, 1949.

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Dona Kerred
Deputy

6245

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

MAXINE M. MCKEEHAN,

Plaintiff,

vs.

MERLE M. MCKEEHAN,

Defendant,

#7314

Filed April 28 1949

at 4:00 P. M.

BESSIE BABCOCK Clerk

By Dona Herred Deputy Clerk

D E C R E E

The above entitled cause coming on to be heard before the Court on this 23 day of April, 1949, upon the complaint of the plaintiff in the above entitled cause, and it appearing that the defendant was duly and regularly served with summons in said cause, and said defendant having failed to appear within the time allowed by law and plead to plaintiff's complaint, and the default of the said defendant having been made, entered, and filed in said cause, and the same having been called for trial by the Court, and Robert W. Peterson appearing therein as attorney for the plaintiff, and the Court having duly heard the evidence in said cause, now makes and orders filed in said cause the following judgment and decree:

1. That the plaintiff be awarded an absolute decree of divorce from the defendant.

2. That the agreement, entitled Exhibit "A", entered into between plaintiff and defendant, in regard to the custody of the minor child, Edna K. McKeehan, is a fair and proper agreement and is hereby confirmed.

DATED this 28 day of April, 1949.

A. L. Morgan
District Judge

STATE OF IDAHO, } ss
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original DECREE as the same appears of file in my office.

Dated at Moscow, Idaho, this 29 day of April 49

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District for
Latah County, Idaho

By Dona Herred
Deputy

6246

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

CLARA NABB, Plaintiff, vs. GLENN R. NABB, Defendant.	#7388 Filed April 27 1949 at 2:10 o'clock P. M. BESSIE BABCOCK, Clerk By Rose Blanchard Deputy Clerk

DECREE OF DIVORCE

The above entitled matter came on regularly to be heard and tried before the Court this 27 day of April, 1949, the plaintiff appearing in person and by her attorney of record, J. M. O'Donnell, and the defendant appearing neither in person nor by attorney.

On said hearing it appeared to the satisfaction of the Court that service of Summons was duly and regularly made by personal service as appears by the Acceptance of Service of Summons and Complaint filed herein, and the defendant having failed to appear and answer said complaint within the time allowed by law and his time for appearing having expired and the default of said defendant having been entered according to law, and the Court having heard the testimony adduced on behalf of said plaintiff and in support of her complaint, and the cause having been finally submitted to the Court for decision, the Court finds that the allegations stated in plaintiff's complaint on file herein are true and supported by the evidence.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY this Court as follows:

(1) That the bonds of matrimony heretofore existing between the above named plaintiff, Clara Nabb, and the above named

defendant, Glenn R. Nabb, be, and the same hereby are dissolved and the said parties, and each of them, are free from the married relation.

(2) That the plaintiff, Clara Nabb, be, and she is hereby awarded judgment against the defendant, Glenn R. Nabb, in the amount of $500.00 in lieu of alimony and community property award.

Dated at Moscow, Idaho, this 27 day of April, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO)
COUNTY OF LATAH) SS

I do hereby certify that the foregoing is a true copy of the original Decree of Divorce as file in my office.
Given at Moscow, Idaho, this 27 day of April 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

SOPHIA D. JAKOVAC,

Plaintiff,

VS

EMIL JAKOVAC,

Defendant.

DECREE OF DIVORCE

This cause came on regularly to be heard at Chambers in Salmon, County of Lemhi, State of Idaho, this 16th day of April, 1949, before the Honorable Preston Thatcher, District Judge, sitting without a jury; Fred H. Snook, Attorney at Law, appeared for and on behalf of the plaintiff and the defendant made no appearance, either in person or by attorney, and his default having been regularly entered and an affidavit having been filed in compliance with the Soldiers' and Sailors' Civil Relief Act of 1940, including its amendments, witnesses were duly sworn and testified, from which it appeared that the plaintiff is entitled to the relief hereinafter granted; written findings of fact and conclusions of law were waived and the court, being fully advised in the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That the marriage between the plaintiff, Sophia D. Jakovac, and the defendant, Emil Jakovac, be, and the same is, hereby dissolved and held for naught, and said parties are and each of them is, released from all obligations thereof and restored to the status of a single person.

2. That the plaintiff is hereby awarded as her sole and separate property all of the interest heretofore owned by the plaintiff, Sophia D. Jakovac and the defendant, Emil Jakovac, in and to the following described real estate in Lemhi County, Idaho, to wit:

All of the following described parcel of land, being a fraction of the old Gilmore & Pittsburg Railroad Company, Ltd., right of way in the NW¼NE¼ of Section 8 and the SW¼SE¼ of Section 5, Twp. 21 N. R. 22 E. B. M.

Beginning at the intersection of the southerly line of said Gilmore & Pittsburg Railroad Company, Ltd., right of way, with the westerly line of what is commonly known as Lemhi Street, and running thence westerly along the said southerly line of said right of way, 485.6 feet to a point; thence north easterly 100 feet to a point on the northerly line of the said Gilmore & Pittsburg Railroad Company, Ltd., right of way; thence easterly along said northerly line of said right of way to the westerly line of Lemhi Street, so called, and thence southerly along the westerly line of said Lemhi Street, approximately 100 feet to the southerly line of said Lemhi Street, approximately 100 feet to the southerly line of said right of way, the place of beginning.

Excepting therefrom a 50 foot right of way across said land leading to what was formerly the Andrews Power and Light Company, for a lane or alley, as the same is now located and used.

ALSO, That portion of the SW¼SE¼ Section 5, and the NW¼NE¼ Section 8, Twp. 21 North, R. 22 East, Boise Meridian, described as follows: Commencing at the Northeast corner of Lot 1, Block 2 of Norton's Addition to Salmon, according to the recorded plat thereof; thence North along the produced East line of said lot to a point in a line drawn parallel with and distant 50 feet northerly, measured at right angles from the center line of the main track of the Gilmore and Pittsburgh Railroad Company, Limited, as now constructed, said point being on the West line of the highway or street formerly known as Bridge Street and is the point of beginning; thence North 54° 30' West along said parallel line 212.83 feet more or less to the East line of the lane or alley leading to the Andrews Light and Power Company's premises; thence North 17°12' E. 49.28 feet, more or less to the South line of the Andrews Light and Power Company's lands; thence South 61°30' East 180 feet, more orless, to the West line of said highway formerly known as Bridge Street; thence South along the West line of said Street to the point of beginning, containing 0.256 acres, more or less, it being the intention to describe that certain tract of land conveyed to the Gilmore and Pittsburgh Railroad Company, Limited, by William A. McCutcheon and Belle T. Mc Cutcheon, his wife, by deed dated November 1st, 1910, and recorded October 29th, 1915, in Book "V" of Deeds on page 105, records of Lemhi County, Idaho.

ALSO, that portion of the SW¼SE¼ of Section 5, described as follows:

Beginning at a point in the westerly line of said lane or alley leading to the Andrews Light and Power Company's premises, 50 feet northerly, measured at right angles, from said center line of main track, said point being opposite Railroad States 3272 plus 48.2 on said main track center line; thence North 16°19' East 35.1 feet; thence North 19°33' West 524 feet; thence North 36°46' West, 350 feet; thence South 35°30' West 405 feet, more or less to a line parallel with and distance 100 feet northerly, measured at right angles, from said main track center line; thence South 54°30' East along the last mentioned parallel line 93 feet; thence South 35°30' West to a line parallel with and distance 50 feet northerly, measured at right angles, from said main track center line; thence South 54°30' East along the last mentioned parallel line 706.8 feet to the place of beginning, containing 4.98 acres, more or less.

Also, the plaintiff is awarded as her sole and separate property all of the furniture, electrical appliances, household equipment and utensils located on the above described premises.

3. The defendant is hereby awarded as his sole and separate property one 1948 Chevrolet automobile and all carpenter tools now in his possession.

4. That the plaintiff's former name of Sophia Demick shall be and the same is hereby restored to her.

Dated: April 16, 1949.

Preston Thatcher
DISTRICT JUDGE

Filed April 19th, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 172

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. Simmonds, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby Certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE, as the same appears of record in my office in Book E of Judgments, Page 172, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd day of April, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.
By Betty Lue Smart, Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

MARGARET MONTGOMERY,
Plaintiff,
vs.
ROBERT E. MONTGOMERY,
Defendant.

DECREE

No. 3258

The above entitled cause came on regularly to be heard this 16th day of April, 1949, in Chambers at Salmon, Idaho, and upon said hearing it appearing to the satisfaction of the Court, that the defendant herein was duly served in person with Summons herein, attached to a copy of the Complaint on file in this action; and the defendant having failed to appear and answer said complaint of the plaintiff and time for answering having expired, and no answer or other pleading having been filed, the default of the defendant, Robert E. Montgomery, was duly entered according to law, and on this day the plaintiff appeared in person and by her attorney, C. Walker Lyon, and introduced evidence in support of said complaint, by which it appears and the Court found;

That the plaintiff now is and has been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action; that the parties hereto were legally married on the 12th day of June, 1925, and afterward resided together as husband and wife; that the defendant is not now a member of the Military or Naval Service of the United States of America;

That it satisfactorily appears to the Court that the

parties hereto have entered into a just and reasonable property settlement agreement after the filing of this action which should be ratified and confirmed, except as is hereinafter provided as to custody and payment of support monies, and it further satisfactorily appearing to the Court that the material allegations of the Complaint are sustained by competent testimony, free and clear from all exceptions as to its competency, admissability and sufficiency, and that the defendant has been guilty of extreme cruelty; and the matters so alleged and proved were sufficient in law to entitle the plaintiff to have a dissolution of her marriage;

That the plaintiff, Margaret Montgomery, is a fit and proper person to have the care and custody of the minor children of the parties hereto for the nine month school term of each and every year, and that the defendant, Robert E. Montgomery, is a fit and proper person to have the custody of the said minor children during the school vacation months of June, July, and August, provided the defendant furnishes a suitable home for the minor child, Nancy Montgomery, and further provided that the defendant is not in default in the payment of the support monies specified in the Property Settlement Agreement and further herein; that the sum of $25.00 is a reasonable sum to be paid by the defendant in his circumstances, towards the care and support of said minor children while they are in the custody of the plaintiff.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony that exist between the plaintiff, Margaret Montgomery, and the defendant, Robert E. Montgomery, be, and the same hereby are dissolved, returning each to the status of a single person;

2. That the property settlement agreement made and entered into between the plaintiff and the defendant on the 29th day of

March, 1949, be, and the same hereby is, confirmed and ratified, except as herein provided as to custody and payment of support monies;

3. That the plaintiff, Margaret Montgomery, be, and she hereby is, granted the custody of the minor children, Maurice Montgomery and Nancy Montgomery, for the nine month school term of each and every year, with the right of the father, Robert E. Montgomery, to visit said children at all reasonable and proper times;

4. That the defendant, Robert E. Montgomery, be, and he hereby is, granted the custody of the minor children, Maurice Montgomery and Nancy Montgomery, during the school vacation term, namely the months of June, July, and August, with the right of the mother, Margaret Montgomery, to visit said children at all reasonable and proper times, provided the defendant furnishes a suitable home for the minor child, Nancy Montgomery, and further provided that the defendant is not in default in the payment of the support monies;

5. That the defendant, Robert E. Montgomery, pay to the plaintiff, Margaret Montgomery, the sum of TWENTY FIVE and NO/100 ($25.00) DOLLARS on the 20th day of April, 1949, and a further sum of $25.00 on the 20th day of each and every month thereafter, until further order of Court, for the care, support and maintenance of said minor children.

DATED this 16th day of April, 1949.

Filed April 23rd, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 173

Preston Thatcher

DISTRICT JUDGE

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. Simmonds, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE, No. 3258, as the same appears of record in my office in Book E of Judgments, Page 173, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd day of April, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.
By Betty Lue Smart, Deputy

X

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR LEMHI COUNTY.

CHARLES D. HALLBERT, Plaintiff,		6249
-vs-	DECREE OF DIVORCE	
LARRAINE JONES HALLBERT, Defendant.	No. 3247	

THIS CAUSE, coming on to be heard the 16 day of April, 1949, before the Honorable Preston Thatcher, Judge of the Sixth Judicial District of the State of Idaho, sitting without a jury, at Salmon, Lemhi County, Idaho, Charles Herndon appearing as attorney for the Plaintiff and no one appearing for the Defendant, and

IT FURTHER APPEARING that the Defendant herein, Larraine Jones Hallbert, was regularly served with summons attached to a copy of the Complaint on file in this cause; and the said Defendant, having failed to appear and answer said Complaint, and the time for answering having expired, and no answer or demurrer having been filed; and

IT FURTHER APPEARING that an Affidavit in the above entitled cause, as required by the provisions of the Soldier's and Sailor's Act of 1940, as amended, has been filed shewing that the Defendant is not in military service as defined by said Act; and the default of said Defendant, Larraine Jones Hallbert, having been duly entered according to law;

AND IT FURTHER APPEARING that there are no children the issue of this marriage and the parties have acquired no community property.

AND evidence having been introduced on behalf of the Plaintiff on the hearing of this cause, and the Court having heard the testimony of the Plaintiff and other witnesses, and it duly and satisfactorily appearing to the Court, and the Court finding that all material allegations in the Complaint are true and are sustained by testimony, free from all legal exceptions, as to its competency, admissibility and sufficiency and that a divorce should be granted as prayed for in said Complaint; and written Findings of Fact and Conclusions of Law having been waived.

NOW, THEREFORE, on motion of Charles Herndon, Esq., Atterney for the Plaintiff, it is considered, ordered, adjudged and decreed as follows:

1. That the marriage between said Plaintiff, Charles D. Hallbert and Larraine Jones Hallbert be and the same is hereby dissolved, and the parties are, and each of them is, freed and absolutely released from the bonds of matrimony

and all obligations thereof.

2. That the Defendant's name of Larraine Jones be restored to her.

Done in open Court this 16 day of April, 1949.

PRESTON THATCHER
District Judge

Filed April 16th, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 171

STATE OF IDAHO :
: SS.
County of Lemhi :

I, W. W. Simmonds, Clerk of the District Court of the Sixth Judicial District of the State of Idaho, and Ex-Officio Auditor and Recorder of said County, hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce in the above entitled cause, filed in my office on the 16 day of April, 1949, and the same was entered of record on the 16 day of April, 1949, in Judgment Book E, page 171.

WITNESS my hand and the seal of said District Court this 18 day of April, 1949.

W. W. Simmonds
Clerk

By Betty Lue Smart, Deputy.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR
THE COUNTY OF LEMHI

ROBERT McCLASKEY,

Plaintiff,

VS

MATA C. McCLASKEY,

Defendant.

COPY

DECREE OF DIVORCE

No. 3268

This cause came on regularly to be heard at Chambers, in Salmon, County of Lemhi, State of Idaho, this 16th day of April, 1949, before the Honorable Preston Thatcher, District Judge, sitting without a jury; the issue was framed by the complaint filed by the plaintiff and the answer thereto filed by the defendant; Fred H. Snook, Attorney at Law, appeared for and on behalf of the plaintiff, and Charles Herndon, attorney of record appeared for the defendant; witnesses were duly sworn and testified, from which it appeared that the plaintiff is entitled to relief hereinafter granted; written findings of fact and conclusions of law being waived and the Court being fully advised in the laws and premises, now, and on motion of Fred H. Snook, counsel for plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between the plaintiff, Robert McClaskey, and the defendant, Mata C. Mulkey, be, and the same hereby is dissolved and held for naught, and said parties are, and each of them is, released from all obligations thereof and restored to the status of a single person;

2. That the former name of Mata C. Mulkey shall be and the same is hereby restored to defendant.

Dated: This 16th day of April, 1949.

Filed April 16th, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 170

PRESTON THATCHER
District Judge

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. Simmonds, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE, as the same appears of record in my office in Book E of Judgments, Page 170, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of April, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.

By Betty Lue Smead,
Deputy

X

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

JOSEPHINE KNOLL,
Plaintiff,
vs.
JOHN W. H. KNOLL,
Defendant.

COPY

6251

DECREE

No. 3262

The above entitled cause came on regularly to be heard this 16th day of April, 1949, in Salmon, Idaho, upon the complaint herein taken as confessed by the defendant on the proof taken herein, and upon said hearing it appearing to the satisfaction of the Court, that the defendant herein was duly served in person with Summons herein, attached to a copy of the Complaint on file in this action; and the defendant having failed to appear and answer said complaint of the plaintiff and time for answering having expired, and no answer or other pleading having been filed, the default of the defendant, John W. H. Knoll, was duly entered according to law, and on this day the plaintiff appeared in person and by her attorney, C. Walker Lyon, and introduced evidence in support of said complaint, by which it appears and the Court found:

That the plaintiff now is and has been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action; that the parties hereto were legally married on the 12th day of September, 1948, and afterward resided together as husband and wife; that the defendant is not now a member of the Military or Naval Service of the United States of America;

That it satisfactorily appears to the Court that the

material allegations of the Complaint are sustained by competent testimony, free and clear from all exceptions as to its competency, admissibility and sufficiency, and that the defendant has been guilty of willful neglect and the matters so alleged and proved were sufficient in law to entitle the plaintiff to have a dissolution of her marriage;

That the plaintiff's former name was Josephine Lee, which name should be restored.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony that exist between the parties hereto, be, and the same hereby are, dissolved, returning each to the status of a single person;

2. That the plaintiff's former name, Josephine Lee, be, and the same is hereby restored to her.

DATED this 16th day of April, 1949.

Filed April 16th, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 170

Preston Thatcher

DISTRICT JUDGE

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. Simmonds, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE, as the same appears of record in my office in Book E of Judgments, page 170, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of April, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.

By Betty Lue Smart, Deputy

6252

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LINCOLN

W. C. Fairbanks, Plaintiff,

Vs.

Goldye Ione Fairbanks, Defendant.

J U D G M E N T

The above entitled matter came on regularly for hearing at Shoshone, Lincoln County, Idaho on the 23rd day of March, 1949, and it appearing to the Court that the Defendant had been regularly served with Summons and Complaint and had failed to answer plaintiff's Complaint herein in the time allowed by law and the order of this Court; that the Defendant was not in the Military Service; and the default of the defendant having been regularly entered, testimony was introduced in behalf of the plaintiff, and it appearing to the Court that the Plaintiff was and is entitled to a Decree of Divorce, to the part time custody of Linda Lou Fairbanks, the minor child of the Plaintiff and Defendant, and to share in a division of the community property acquired by Plaintiff and Defendant during their coverture;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the Plaintiff, W. C. Fairbanks and the Defendant, Goldye Ione Fairbanks be and the same are hereby permanently dissolved and a Decree of Divorce granted; and that the custody, support, and property settlement Agreement, filed in this matter as "Plaintiff's exhibit 'A' for purposes of identification" is by this Court confirmed and by this reference made a part of this Decree.

Done in open Court this 23rd day of March, 1949.

D. H. Smyth
District Judge, Fourth Judicial District, State of Idaho, in and for Lincoln County, Idaho.

3319/6
Filed Mar. 23, 1949
Ruth K. Chess, Clerk

STATE OF IDAHO, }
County of Lincoln, } ss.

I Ruth K. Chess Clerk of the District Court, and Ex-Officio Recorder in and for the County of Lincoln, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original

Decree of Divorce, Fairbanks vs. Fairbanks

now on file in my office, as the same appears on the Records of said Lincoln County, State of Idaho in Book 7 at page 153.

IN TESTIMONY WHEREOF, I have set my hand and affixed my official seal this 20 day of April, A. D. 1949

Ruth K. Chess
Clerk - Ex-Officio Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

PHYLLIS P. WINTERS,
Plaintiff,
vs.
WILBORN E. WINTERS,
Defendant.

DECREE OF DIVORCE

BE IT REMEMBERED That the above entitled action having been brought on to be heard in Chambers at Idaho Falls in the Ninth Judicial District of the State of Idaho this 1st day of April, A.D. 1949, upon the Complaint of the Plaintiff filed herein; the Plaintiff appearing in person and by her Attorney, C. W. Poole, Esq., and the Defendant not appearing.

And it appearing to the Court and the Court finds: That the said Defendant, Wilborn E. Winters, was duly and regularly served with Summons personally, and that he has failed to appear and answer the Complaint of the Plaintiff, or otherwise plead herein, and that the time allowed by law for such appearance, plee or answer having expired the default of the said Defendant was duly entered in the premises.

2nd witnesses having been sworn and examined in behalf of the Plaintiff, and the Court having heard the evidence so offered and introduced in behalf of the Plaintiff and duly considered the same and it appearing therefrom that the allegations of the Complaint are sustained by evidence free from legal exceptions as to its competency, admissibility and sufficiency, and the Court hereby finds the allegations of the Complaint to be true; and it further appearing to the Court that the Plaintiff is entitled to the relief prayed for in her Complaint; that she was a resident of the County of Fremont, State of Idaho, at the time of the commencement of this action and is now a resident of said County and State, and that she has actually resided within the

State of Idaho for more than six weeks and for more than one year immediately prior to the commencement of this action.

And it further appearing to the Court and the Court finds that the Defendant, Wilborn E. Winters, and the Plaintiff, Phyllis P. Winters, are husband and wife; that no children have been born to their said marriage, and that there are no property rights involved herein.

NOW, THEREFORE, ON MOTION OF COUNSEL FOR THE PLAINTIFF IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony existing between the Plaintiff and the Defendant ought to be dissolved and the same are hereby absolutely dissolved accordingly, and that the Plaintiff and the Defendant are and each of them is freed and absolutely released and discharged from the said bonds of matrimony and from all of the obligations thereof, and that they are and each of them is restored to the status of a single person, and that the Plaintiff be, and she is hereby restored to her former name, to wit: Phyllis P. Case, and that she is allowed and hereby authorized to reassume her said former name of Phyllis P. Case.

Dated the 1st day of April A.D. 1949.

(Seal)

C. J. TAYLOR
Judge of the Ninth Judicial
District of Idaho.

X

4679

6254

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

LLOYD JUNIOR BRENENSTALL, Plaintiff, vs. RHEA SHIRLEY BRENENSTALL, Defendant.	DECREE OF DIVORCE

The above entitled cause came on regularly to be heard and tried by the court on the 8th day of April, 1949, the plaintiff appearing in person and by his attorney, W. Lloyd Adams of Rexburg, Idaho, and the defendant not appearing either in person or by attorney, and it appearing to the court that the defendant was duly and regularly served with summons in the county of Bonneville, state of Idaho, and has signed and filed herein an admission of service and Waiver, and

It further appearing to the court that defendant filed herein her demurrer to plaintiff's complaint, and thereafter on defendant's motion it was ordered by the court that the demurrer of defendant be stricken from the files in this action, and

It further appearing to the court that defendant has failed to appear and plead in this cause, and the time for answering having expired and no answer having been filed herein and the demurrer having been stricken from the files, and the default of the defendant having been entered herein, and it appearing that defendant is not now in the military service of the United States and was not in the military service of the United States at the time this action was commenced, and

It further appearing that plaintiff has been a resident of the State of Idaho for more than six full weeks prior to the commencement of this action, and that defendant has been guilty of extreme cruelty toward plaintiff, and that all the allegations and avertments in plaintiff's complaint are true,

Now, therefore, on motion of plaintiff's attorney, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between plaintiff, Lloyd Junior Brenenstall, and defendant, Rhea Shirley Brenenstall, be and the same is forever dissolved, set aside and held for naught, and said plaintiff and defendant, and each of them be, and they are hereby forever absolutely released from the obligations thereof and each of them is restored to the status of a single person.

Dated April 8, 1949.

C. J. TAYLOR

DISTRICT JUDGE

6255

2686

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

LAREE WOOLF, Plaintiff,	)	
vs.	)	DECREE OF DIVORCE
MAX L. WOOLF, Defendant.	)	

The above entitled cause came on regularly to be heard and tried by the court on the 12th day of April, 1949, the plaintiff appearing in person and by her attorney, Mary Smith of Rexburg, Idaho, and the defendant not appearing either in person or by attorney, and it appearing to the court that the defendant was duly and regularly served with summons in the County of Bingham, State of Idaho, and

It further appearing to the court that defendant has failed to appear and plead in this cause, and the time for answering having expired and no answer or demurrer having been entered herein, and the default of the defendant having been entered herein, and it appearing that defendant is not now in the military service of the United States and was not in the military service of the United States at the time this action was commenced, and

It further appearing that plaintiff has been a resident of the State of Idaho for more than six full weeks prior to the commencement of this action, and that the defendant has been guilty of extreme cruelty toward plaintiff, and that all the allegations and avertments in plaintiff's complaint are true.

NOW, THEREFORE, on motion of plaintiff's attorney, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. That the marriage between plaintiff, Laree Woolf, and defendant, Max L. Woolf, be and the same is forever dissolved, set aside and held for naught, and said plaintiff and defendant, and

each of them be, and they are hereby forever absolutely released from the obligations thereof and each of them is restored to the status of a single person.

2. Plaintiff is hereby awarded the custody and control of the minor children of plaintiff and defendant, Max L. Woolf and Larry Woolf, subject to the right of the defendant to visit said children at reasonable times, providing defendant makes the support and maintenance payments for said minor children.

3. Defendant is hereby ordered and directed to pay to plaintiff for the support and maintenance of said minor children the sum of $50.00 a month commencing April 15, 1949, and continue thereafter on the 15th day of each and every month.

4. Plaintiff is hereby awarded the household goods and furniture.

5. The defendant is hereby awarded the community property consisting of a tractor and a 1941 Studebaker and is ordered and directed to assume and pay all community obligations.

6. Plaintiff is hereby awarded judgment against defendant in the sum of $25.00, the balance due on plaintiff's attorney fee and $20.00 court costs.

Dated this 12th day of April, 1949.

C. J. Taylor
District Judge.

6256

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

MARY COOK,

Plaintiff,

vs.

FRED COOK,

Defendant.

DECREE

The above entitled matter came on for hearing before me, H. A. Baker, one of the Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Minidoka, at my chambers in the City of Rupert, County of Minidoka, State of Idaho, and within the Eleventh Judicial District of the State of Idaho, the plaintiff appearing in person and with witnesses and with her counsel, H. V. Creason, the defendant appearing not; and it appearing from the records and files in said cause that the defendant has been duly and regularly served with summons and complaint and that the default of the defendant has been has been duly and regularly entered, his time of appearance having expired; and it further appearing from the records and files that the said defendant is not in the military service of the United States of America within the meaning of the Soldiers and Sailors Civil Relief Act; and it further appearing that it is a proper matter to be heard at chambers.

Whereupon, witnesses were called, sworn and testified for and on behalf of the plaintiff and against the defendant, and the court after listening to all testimony offered therein, free of all legal objections thereto, finds as follows:

That the plaintiff and defendant were duly and regularly married on or about the 6th day of October, 1943, and ever since said time have been husband and wife.

The court further finds that the plaintiff now is and for more than six weeks next preceding commencement of this action is and has been an actual and bona fide resident of the State of Idaho.

The court finds that no issue has been born of said marriage and that the plaintiff and defendant have not acquired any community property.

And the court further finds that the said plaintiff has proven all the material allegations of her complaint and it is a proper matter for the entry of a decree of divorce in favor of the plaintiff and against the defendant.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between Mary Cook, the plaintiff, and Fred Cook, the defendant, be and are hereby dissolved and a decree of divorce be and is hereby entered in favor of the plaintiff, Mary Cook and against the defendant, Fred Cook.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be restored to her maiden name of Mary Hardy.

Made and entered at my chambers in the City of Rupert, County of Minidoka, and within the Eleventh Judicial District of the State of Idaho, on this 28 day of April, 1949.

H. A. Baker
District Judge

STATE OF IDAHO,)
) ss.
County of Minidoka.)

I, Worth S. Elton, the dulyelected, acting and qualified Clerk of the above entitled court, do hereby certify that the foregoing is a full, true and correct copy of the original decree filed and recorded in the above entitled cause.

IN WITNESS WHEREOF, I hereunto set my hand and seal of the court this 28 day of April, 1949.

Worth S. Elton
Clerk of the Court

By _____
Deputy

6257

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

BERTHA HAWKINS,

Plaintiff,

vs.

ALVIN HAWKINS,

Defendant.

DECREE

The above entitled matter came on for hearing before me, H. A. Baker, one of the Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Minidoka, at my chambers in the City of Rupert, County of Minidoka, State of Idaho, and within the Eleventh Judicial District of the State of Idaho, the plaintiff appearing in person and with witnesses and with her counsel, H. V. Creason, the defendant appearing not; and it appearing from the records and files in said cause that the defendant has been duly and regularly served with summons and complaint and that the default of the defendant has been duly and regularly entered, his time of appearance having expired; and it further appearing from the records and files that the said defendant is not in the military service of the United States of America within the meaning of the Soldiers and Sailors Civil Relief Act; and it further appearing that it is a proper matter to be heard at chambers.

WHEREUPON, witnesses for the plaintiff were called, sworn and testified for and on behalf of the plaintiff, and the court after listening to all of said testimony, free of all legal objections thereto, and being fully advised in the premises, makes and enters its findings as follows:

1. The court finds that the plaintiff now is and for more than six weeks next preceding commencement of this action is and has been an actual and bona fide resident of the State of Idaho.

2. The court finds that the plaintiff and defendant were duly and regularly married on or about the 17th day of October, 1947, and ever since said time have been husband and wife.

3. The finds that no issue was born of said marriage and that the plaintiff and defendant have not acquired any community property.

4. The court further finds that the plaintiff having proven all of the material allegations of her complaint that it is a proper matter for the entry of a decree of divorce.

5. The court further finds that the plaintiff's maiden name was Bertha Morgan and the said plaintiff has requested that she be decreed the use of her said maiden name, and the court finds that it is a proper matter to be granted as prayed.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the plaintiff, Bertha Hawkins, and the defendant, Alvin Hawkins, be and the same are hereby dissolved, and that a decree of divorce be made and entered in favor of the plaintiff, Bertha Hawkins, and against the defendant, Alvin Hawkins.

2. It is further ordered, adjudged and decreed that the plaintiff have restored to her her maiden name of Bertha Morgan.

Made and entered in my chambersthis 14th day of April, 1949, in the City of Rupert, County of Minidoka, and within the Eleventh Judicial District of the State of Idaho.

H. A. Baker
District Judge

STATE OF IDAHO,)
) ss.
County of Minidoka.)

I, Worth S. Elton, the duly elected, acting and qualified Clerk of the above entitled court, do hereby certify that the foregoing is a full, true and correct copy of the original decree filed and recorded in the above entitled cause.

IN WITNESS WHEREOF, I hereunto set my hand and seal of the court this 14 day of April, 1949.

Worth S Elton
Clerk of the Court

By Velma Hunter
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

ARTHUR LA HAISE,

Plaintiff,

vs.

ALICE LA HAISE,

Defendant.

DECREE OF DIVORCE

The above entitled cause of action came on regularly to be heard on this 22nd day of April, 1949, in my chambers in the City of Burley, County of Cassia, and State of Idaho, and within the Eleventh Judicial District of the State of Idaho, and the plaintiff appeared in person and with his witnesses.

And it further appearing from the records and files in said cause that the defendant had made a voluntary appearance in said cause; that a stipulation had been duly filed withdrawing defendant's demurrer, stipulating that the defendant's default be entered; and that the default of the defendant had been duly and regularly entered as provided by law; and it further appearing to the court from the records and files in said cause and from the testimony offered therein, that the defendant was not in a military service of the United States of America, within the meaning of the Soldiers and Sailors Civil Relief Act, and it is not necessary for the plaintiff to furnish a bond in said cause.

Whereupon, witnesses were called, sworn and testified for and on behalf of the said plaintiff and against the defendant, and free of all legal objections thereto, and the court after listening to said testimony finds as follows:

1. That the plaintiff now is and for more than six weeks next preceding the commencement of this action has been an actual and bona fide resident of the State of Idaho.

2. The court finds that the plaintiff and defendant were intermarried on the 6th day of October, 1921, and now are and ever since said time have been husband and wife.

3. The court finds that the said plaintiff and defendant have not acquired any community property; that there are no minor children born the issue of said marriage.

4. The court further finds that the plaintiff and defendant have lived separately and apart for a period of more than one year next preceding the commencement of this action. The court further finds that the said plaintiff and defendant have lived separately and apart since the month of April, 1946, and that the said defendant has ceased to reside and live with this plaintiff due to no fault of the said plaintiff.

5. And the court further finds that the said plaintiff having proven all of the material allegations of his complaint, it is a

proper matter for the entry of a decree of divorce in favor of the plaintiff, Arthur LaHaise, and against the defendant, Alice LaHaise.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony now existing between the plaintiff, Arthur LaHaise, and the defendant, Alice LaHaise, be and the same are hereby dissolved, and a decree of divorce be and is hereby entered in favor of the plaintiff and against the defendant.

Made and entered at my chambers in the City of Burley, County of Cassia, State of Idaho, and within the Eleventh Judicial District of the State of Idaho, on this 22nd day of April, 1949.

Kales E. Lowe
District Judge

STATE OF IDAHO,)
) ss.
County of Minidoka.)

I, Worth S. Elton, the duly elected, acting and qualified Clerk of the above entitled court, do hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce recorded and entered in the above entitled cause of action.

IN WITNESS WHEREOF, I hereunto set my hand and seal of said court this 22 day of April, 1949.

Worth S. Elton
Clerk

By _____
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR MINIDOKA COUNTY.

-o-

VERNA MAY DAY, Plaintiff, vs. KENNETH N. DAY, Defendant.	DECREE OF DIVORCE

-o-

The above entitled cause came on regularly for hearing at the request of the plaintiff, in open court, at Rupert, Minidoka County, Idaho, on this 23rd day of April, 1949, before the Honorable Hugh A. Baker, one of the Judges of said Court. The plaintiff appeared in person and by her counsel, Sherman J. Bellwood; and the defendant did not appear either in person or by counsel. It appeared to the Court that the defendant, Kenneth N. Day, was duly and regularly served with Summons and copy of Complaint within the County of Minidoka, State of Idaho; and that said defendant did not appear in said action or answer or otherwise plead to plaintiff's Complaint, on file herein, within the time limited by law; and that the Clerk of said Court, upon the affidavit of the plaintiff that the defendant is not in the Military Service of the United States of America and pursuant to an order of said court heretofore filed and directing that the Default of said defendant be entered, duly and regularly entered the default of the said defendant according to law.

Witnesses, on behalf of the plaintiff, were sworn and examined and the plaintiff rested and the cause was submitted to the Judge of said Court for consideration and decision; and it appeared to the Judge of said Court that the allegations contained in plaintiff's Complaint are true and are sustained by evidence, free from all objections as to competency, relevancy and admissibility; and that the plaintiff is entitled to a Decree of said Court in accordance with the prayer of her Complaint.

WHEREFORE, by reason of the law and premises aforesaid:

IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now existing between the plaintiff, Verna May Day, and the defendant, Kenneth N. Day, be and the same hereby are dissolved; and that each of the parties hereto be, and he and she hereby are restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, Verna May Day, be, and she hereby is given the care, control and custody of Sandra Louise Day and Mary Jean Day, minor children of the aforementioned plaintiff and defendant, subject, however, to the right of the defendant, Kenneth N. Day, to visit said children at reasonable times and intervals of reasonable duration.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the

defendant, Kenneth N. Day, pay to the plaintiff, Verna May Day, for the support and maintenance of the said Sandra Louise Day and Mary Jean Day, minor children of said plaintiff and defendant, until the youngest of said children reaches the age of majority, or until the further order of the Court in the premises, the sum of $40.00 per month, beginning on the 1st day of May, 1949, and a like sum on the first day of each and every month thereafter.

Done in open Court at Rupert, Minidoka County, Idaho this 23rd day of April, 1949.

Hugh A. Baker
Judge of the District Court.

(SEAL)

STATE OF IDAHO)
) SS.
County of Minidoka)

I, Worth S. Elton, Clerk of the District Court of the Eleventh Judicial District of the State of Idaho in and for Minidoka County, do hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce made and entered in said court on the 23rd day of April, 1949, in the case wherein Verna May Day was plaintiff and Kenneth N. Day was defendant and that the original of said decree is now on file and of record in my office in the City of Rupert, Minidoka County, Idaho.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said court this 23rd day of April, 1949.

Worth S. Elton
Clerk of the District Court of the Eleventh Judicial District of the State of Idaho, in and for Minidoka County.

X

6260

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

WILLIAM FIFIELD,

Plaintiff,

vs.

MERCEDES McCAMBRIDGE FIFIELD,

Defendant.

No. 10596

FILED
AT 1:30 O'CLOCK P M
APR - 5 1949
PEARL W. HEISERMAN
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE OF DIVORCE

This cause having come on duly and regularly for trial on the 5th day of April, 1949, pursuant to a stipulation entered into between the attorneys of record for the respective parties, and the plaintiff appearing in person and by and through his attorneys of record, and the defendant appearing by and through her attorney of record, and evidence having been introduced, and the Court being fully advised in the premises, both as to the law and the facts, FINDS:

That the plaintiff is now and has been for more than six weeks immediately preceding the filing of this action a bona fide resident of Lewiston, Nez Perce County, Idaho, and has been at all times during said period domiciled therein;

That the allegations contained in paragraphs I, III, IV, V, and VI of plaintiff's complaint are true as alleged and are incorporated herein as Findings of Fact by reference with the same force and effect as though fully set forth herein.

From the foregoing Findings the Court concludes that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of cruelty; that the defendant is a fit and proper person to have the care and custody of John Lawrence Fifield, the minor son of the parties to this action, with the

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Docketed Vol. 102 Page 10

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

right in the plaintiff to visit said child at reasonable times and occasions, and the right to contribute to the support of said child.

NOW, THEREFORE, in consideration of the premises and upon motion of the plaintiff, by and through his attorneys of record, IT IS HEREBY ORDERED, ADJUDGED and DECREED that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be dissolved, and plaintiff is hereby granted an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the care, custody and control of John Lawrence Fifield, the minor child of the parties to this action, be and the same is hereby awarded to the defendant, with the right in the plaintiff to visit said child at reasonable times and occasions, and with the right in the plaintiff to contribute to the support of said child.

DONE in Open Court this 5th day of April, 1949.

Leo McCarty
District Judge

STATE OF IDAHO)
) ss.
County of Nez Perce)

I, PHILIP WEISGERBER, Clerk of the above entitled Court, do hereby CERTIFY the foregoing to be a full, true and complete copy of the original Decree of Divorce in the case of William Fifield, plaintiff, vs. Mercedes McCambridge Fifield, defendant, No. 10596, as the same appears on file and of record in my office.

WITNESS My hand and the official seal of said Court this 5th day of April, 1949.

PHILIP WEISGERBER, Clerk

By: E. Deck
Deputy Clerk

(Seal)

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

CARMEN A. COCHRAN,
Plaintiff,
vs.
JEM E. COCHRAN,
Defendant.

No. 10578

FILED
AT 11:50 O'CLOCK A M
APR - 6 1949
PHILIP WEINGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
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D E C R E E

The above entitled cause came on regularly for trial before the Court at Lewiston, Idaho, on the 6th day of April, 1949, at ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Owen L. Knowlton. The defendant did not appear either in person or by attorney, and he having been regularly served with Summons and Complaint in this cause in the County of Nez Perce, State of Idaho, on the 14th day of March, 1949, and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default, and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause. Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted, and the Court being advised in the premises makes the following Orders, Judgments and Decrees:

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 6th day of April, 1949.

PHILIP WEISGERBER, Clerk
By E. Welch
Deputy

That the defendant was regularly served with Summons and Complaint in this cause in Nez Perce County, State of Idaho, on the 14th day of March, 1949.

That the allegations contained in Paragraphs I, II, III, IV, V and VI of the plaintiff's Complaint are true as alleged, and are incorporated in this decree as Findings of Fact by reference with the same force and effect as though fully set forth herein. The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, CARMEN A. COCHRAN, and the defendant, JEM E. COCHRAN, be and the same hereby are, wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the exclusive care, custody and control of Jem R. Cochran, minor child of the parties hereto, be given plaintiff subject to the right of defendant to visit said child at reasonable times and places.

That the defendant pay to plaintiff for the support and maintenance of said minor child the sum of $ 40.00 per month.

Dated this 6th day of April, 1949.

LEO McCARTY
District Judge

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

ANNA E. ROPER,

Plaintiff,

vs.

ETHMER J. ROPER,

Defendant.

No. 10582

FILED
AT 10:45 O'CLOCK A M
APR - 7 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 10

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty on the 7th day of April, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney and he having been regularly and duly served with Summons and Complaint in this cause within the State of Idaho, on the 16th day of March, 1949, and twenty days having expired since said service; and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereto, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following Orders, Judgments and Decrees:

That the defendant was served with Summons and Complaint in this cause within the State of Idaho, at Lewiston in Nez Perce

County, Idaho, on the 16th day of March, 1949.

That the allegations contained in Paragraphs I, II, III, IV and V of her first cause of action and Paragraphs I, II, III and IV of her second cause of action of the Plaintiff's Complaint are true as alleged, and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though fully set forth herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty and habitual intemperance.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Anna E. Roper, and the defendant, Ethmer J. Roper, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the plaintiff, Anna E. Roper, be, and she hereby is awarded the care, custody, charge and control of the minor child of the parties, namely, Anna Marie Roper; that the defendant, Ethmer J. Roper, be, and he hereby is granted the right to visit said child at reasonable times and at reasonable places.

That the defendant, Ethmer J. Roper, be, and he hereby is ordered to pay to the plaintiff the reasonable sum of fifty ($50.00) Dollars per month for the support, education and

maintenance of said minor child, said monthly payments to commence on the 30th day of April, 1949, and a like sum on the 30th day of each and every month thereafter, until the further order of this Court.

DATED at Lewiston, Idaho, this 7th day of April, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 7th day of April, 1949.

PHILIP WEISGERBER, Clerk
By C. Peck
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

BERTHA MAY KEIPER,

Plaintiff,

vs.

FRED J. KEIPER,

Defendant.

No. 10560

FILED
AT 2:15 O'CLOCK P M
APR 11 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

This cause came on regularly for hearing and trial before the Honorable Leo McCarty, judge of the above entitled court, in open court on the 8th day of April, 1949, at the hour of Ten o'clock A.M., upon the Complaint of the plaintiff and the Answer of the defendant thereto. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton, and the defendant appeared in person and was represented by his attorney, William J. Jones of Felton and Jones. Witnesses having been sworn and examined and the cause submitted and the making of Findings of Fact and Conclusions of Law having been waived by the plaintiff and defendant through their respective counsel;

NOW, On this day, the following Decree is made and entered by the Court:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the plaintiff and defendant be, and the same are hereby forever dissolved and the plaintiff be, and she hereby is awarded and granted an absolute decree of divorce from the defendant; and the plaintiff and defendant, and each of them, be, and they hereby are restored to the status of single and unmarried persons.

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Docketed Vol. 20 Page 10

IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff be, and she hereby is awarded her former name, that of Bertha May Kruse.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement heretofore entered into between the parties, a copy of which is attached hereto, incorporated herein and made a part hereof, is hereby approved by the Court; and the property rights of the parties are settled in accordance with said agreement.

DATED this 9th day of April, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 11th day of April, 1949.

PHILIP WEISGERBER, Clerk
By E V Beck
Deputy

X

6264

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10577

ELLEN JEANNE OSTRANDER,

Plaintiff,

vs.

BERT EDWARD OSTRANDER,

Defendant.

FILED
at 10:30 O'CLOCK A M
APR - 8 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

This cause having come on duly and regularly for hearing in Open Court on this 8th day of April, 1949, plaintiff appearing in person and by and through one of her attorneys of record, and the defendant having accepted service of summons and complaint on March 17, 1949, in which Acceptance of Service the defendant certified that he is not in the military service of the United States in any capacity and not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the said defendant having failed to appear, answer or demur to plaintiff's complaint within the time allowed by law, or at all, and the default of said defendant having been duly and regularly entered for his failure to appear, answer or demur to plaintiff's complaint, and the Court having heard the evidence, both oral and documentary, FINDS:

That the defendant accepted service of summons and complaint in this action by an instrument in writing, duly acknowledged by the defendant on March 17, 1949; that the said defendant certified in said acceptance of service that he was not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended; that the defendant failed to appear within the time allowed by law to answer or demur to plaintiff's complaint, and that his default was duly and regularly entered by the Clerk of this Court for

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 10

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

his failure to appear, answer or demur to plaintiff's complaint.

That the plaintiff and the defendant intermarried at Boise, Idaho, on October 5, 1942, and ever since have been and now are husband and wife.

That the plaintiff is now and has been for more than a year last past a bona fide resident of the State of Idaho.

That no children have been born as issue of said marriage.

That the parties to this action have acquired no community property and no property rights need be adjudicated in this action.

That the defendant has been guilty of extreme cruelty toward this plaintiff in the manner following, to-wit:

> That during the existence of said marriage the defendant has persisted in quarreling with the plaintiff and criticising the plaintiff over and about trivial and unimportant matters; that the defendant at the slightest provocation would fly into a rage; that the defendant has told the plaintiff that he does not love her and does not want her as his wife, all of which conduct on the part of the defendant was calculated to and did cause this plaintiff grievous mental anguish and suffering.

The Court concludes that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY ORDERED, ADJUDGED and DECREED that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and they are hereby dissolved, and the plaintiff is granted an absolute decree of divorce from the defendant.

DONE in Open Court this 8th day of April, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 8th day of April, 1949.

PHILIP WEISGERBER, Clerk
By [illegible]
Deputy

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

LILA M. BULL,

Plaintiff,

vs.

EDGAR BULL,

Defendant.

No. 10585

FILED
At 10:45 O'CLOCK A M
APR - 8 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 10

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty on the 8th day of April, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney and he having been regularly and duly served with Summons and Complaint in this cause in the State of Montana, pursuant to Affidavit and Order for service in a foreign jurisdiction, on the 18th day of March, 1949, and twenty days having expired since said service and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default and his default having been entered; and a Non-Military Affidavit having been filed by the Plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises makes the following Orders, Judgements and Decrees:

That the defendant was served with Summons and Complaint

in this casue in the County of Glacier, State of Montana, on the 18th day of March, 1949.

That the allegations contained in Paragraphs I, II, III, IV and V of the plaintiff's Complaint are true as alleged and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though fully set forth herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of desertion.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Lila M. Bull, and the defendant, Edgar Bull, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the plaintiff Lila M. Bull, be, and she hereby is awarded the care, custody, charge and control of the minor child of the parties, namely, Patricia Ann Bull.

DATED this 8th day of April, 1949.

LEO McCARTY

District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 8th day of April, 1949.

PHILIP WEISGERBER, Clerk

By E. Beck
Deputy

6266

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE.

LAURA ISABELLE BUOY, Plaintiff,
vs.
DELBERT LeROY BUOY, Defendant.

No. 10579

FILED
AT 11:00 O'CLOCK A M
APR - 8 1949
Clerk of the District Court
By E. V. Buck.
E. V. BUCK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 10

D E C R E E

The above entitled cause came on regularly for trial before the Court at Lewiston, Idaho, on the 8th day of April, 1949, at ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Owen L. Knowlton. The defendant did not appear either in person or by attorney, and he having been regularly served with Summons and Complaint in this cause in the County of Walla Walla, State of Washington, pursuant to Affidavit and Order for service in a foreign jurisdiction, on the 17th day of March, 1949, and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default, and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause. Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted, and the Court being advised in the premises makes the following Orders, Judgments and Decrees:

That the defendant was regularly served with Summons and Complaint in this cause in Walla Walla County, State of Washington, on the 17th day of March, 1949.

That the allegations contained in Paragraphs I, II, III, IV and V of the plaintiff's Complaint are true as alleged, and are incorporated in this decree as Findings of Fact by reference with the same force and effect as though fully set forth herein. The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Laura Isabelle Buoy, and the defendant, Delbert LeRoy Buoy, be and the same hereby are, wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the exclusive care, custody and control of Violet Mae Buoy, minor child of the parties hereto, be given plaintiff.

That the defendant pay to plaintiff for the support and maintenance of said minor child the sum of $_____ per month.

Dated this 8th day of April, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 8th day of Apr, 1949.

PHILIP WEISGERBER, Clerk

By E. Beck
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

MYRTLE L. ANDERSON,
Plaintiff,
vs.
CLYDE EDWIN ANDERSON,
Defendant.

No. 10583

FILED
at 10⁰⁰ o'clock A M
APR - 9 1949
PAUL W. SCHROEDER
Clerk of District Court
By E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 20 Page 10

DECREE OF DIVORCE

This cause having come on regularly for trial before the Court; the plaintiff appearing in person and by her attorneys, J. H. Felton and William J. Jones; the defendant having been duly and regularly served with summons and having failed to appear, and twenty days having elapsed and the default of the said defendant having been entered and filed in the said cause as provided by law; the Court having heard the evidence in support of plaintiff's complaint, the residence requirements provided by law having been corroborated; and the Court having heard the evidence in support of plaintiff's complaint, having made findings of fact herein supporting plaintiff's complaint, and having concluded as a matter of law that the plaintiff is entitled to the relief demanded in said complaint,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the plaintiff, Myrtle L. Anderson, and the defend-

ant, Clyde Edwin Anderson, be and the same are hereby dissolved, and that the plaintiff is awarded an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement dated the 22nd day of March, 1949, a signed copy of which is attached to the Findings of Fact and Conclusions of Law, is approved by the Court, and the properties are decreed to the separate parties in accordance with such property settlement.

DATED at Lewiston, Idaho, this 9th day of April, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 9th day of Apr, 1949.
PHILIP WEISGERBER, Clerk
By [signature] Deputy

6268

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF NEZ PERCE.

10590

FILED
AT 11:55 O'CLOCK A M
APR 13 1949
PHILIP WEINGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

JOHN REINMUTH

Plaintiff

vs.

NOLA RUTH REINMUTH

Defendant

DECREE

The above entitled cause came on regularly for hearing in open court on the 13th day of April, 1949, before the Honorable Leo McCarty, Judge of the above entitled court. The plaintiff appeared in person and by his attorney, Russell S. Randall, and no person or persons appeared for or on behalf of the defendant Nola Ruth Reinmuth. It appeared to the court that the defendant Nola Ruth Reinmuth was duly and regularly served with process of Summons and Complaint in Moscow, Latah County, State of Idaho, on the 22nd day of March, 1949, and that said defendant has failed to appear, demur, answer or otherwise plead within the time provided by law, and the defendant having been in default and her default having been duly and regularly entered herein and this cause having been duly and regularly set for trial and evidence oral and documentary submitted and the cause having been fully submitted to the court and the court having duly considered same and it appearing to the Court that all of the allegations in plaintiff's complaint are true and that the parties have settled their property rights,

NOW, THEREFORE, based thereon,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between plaintiff and defendant be and the same are hereby dissolved and the plaintiff John Reinmuth is hereby granted an absolute decree of divorce

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 10

from the defendant, Nola Ruth Reinmuth, on the grounds of extreme cruelty, and said parties are, after the entry of this decree, each restored to the status of a single person.

2. That the property settlement agreement heretofore entered into dated the 19th day of March, 1949, between John Reinmuth and Nola Ruth Reinmuth, a copy of which is attached hereto and made a part hereof by reference as though fully set out herein, be and the same is hereby ratified, confirmed and approved.

3. That the name of Nola Ruth Kinkaid be and the same is hereby restored to defendant.

Dated this 13th day of April, 1949.

LEO McCARTY

District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 13th day of April, 1949.

PHILIP WEISGERBER, Clerk

By E. Beck
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

RETHA O'NEILL,) 10530

Plaintiff,)

-vs-) DECREE

JAMES T. O'NEILL,)

Defendant.)

FILED
AT 10:30 O'CLOCK A M
APR 16 1949
PHILIP W. GERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

This cause came on duly and regularly for hearing in open court before the above entitled court on the 16 day of April, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, her attorneys of record herein; and it appearing to the court that the defendant, JAMES T. O'NEILL, was personally served with Summons outside the State of Idaho, to-wit: Barracks 116-A, Room 16, North Richland, Washington, on the 25th day of January, 1949; that more than twenty (20) days has elapsed since the service of said process personally upon the said defendant; that the defendant appeared and filed a demurrer, and said demurrer having been overruled and the defendant having refused to further plead herein, and the default of the defendant having been duly and regularly entered by this court, and that said defendant is not now serving in the Armed Forces of the United States or any related branch thereof, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined in open court, and oral and documentary evidence having been heard, submitted and considered, and the Court finding that the allegations of the plaintiff's complaint are true, and that the defendant has been guilty of extreme cruelty toward the plaintiff, and the Court being fully advised in the premises,

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 10

NOW, THEREFORE, Premises Considered, the Court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the plaintiff, Retha O'Neill, is now and for more than six weeks prior to the filing of the complaint herein, has been a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the plaintiff, RETHA O'NEILL, and JAMES T. O'NEILL, defendant herein, be and the same are hereby dissolved and held for naught, and the plaintiff is hereby granted an absolute decree of divorce from the defendant.

DONE in open court this 16 day of April, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 16th day of Apr, 1949.
PHILIP WEISGERBER, Clerk
By E V Beck Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF
NEZ PERCE

10572

PAT JORDAN,
Plaintiff,

-vs-

CLARA B. JORDAN,
Defendant.

FILED
AT 1:30 O'CLOCK P M
APR 18 1949
PHILIP WEISGERBER
Clerk of the District Court
By G. V. Beck
E. V. BECK, DEPUTY

_D_E_C_R_E_E_

This cause came on duly and regularly for hearing before the Honorable Leo McCarty, Judge of the above entitled Court at Lewiston, Idaho, on the 18th day of April, 1949, the plaintiff appearing in person and with his counsel Paul W. Hyatt, and the defendant not appearing, and no one appearing for or on her behalf, all after the default of the defendant had been duly and regularly entered in the premises for her failure to demur or answer to plaintiff's Complaint, or in any way appear herein within the time allowed by law, after the defendant had been duly and regularly served with Summons and process in this action personally on the 9th day of March, 1949, and the necessary affidavit and order having been filed and entered herein in compliance with the Soldiers' and Sailors' Civil Relief Acts, and the Court having heard the evidence adduced on behalf of the plaintiff, and being fully advised in the premises, and finding that the defendant has been guilty of extreme cruelty toward the plaintiff, and that the allegations of the Complaint are true and supported by the evidence.

NOW, THEREFORE, THE FOLLOWING DECREE IS MADE AND ENTERED BY THE COURT:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 11

I.

That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same hereby are forever dissolved, and that the plaintiff be and he hereby is awarded and granted an absolute divorce from the defendant, and that the plaintiff and the defendant and each of them be and they hereby are restored to the status of single and unmarried persons; that the following community personal property be and hereby is awarded and set over to the plaintiff as his sole and separate property:

Equity in 1940 Chevrolet pick-up registered in the name of the plaintiff,

One (1) lot of household goods at Weippe, Idaho.

DONE in open court this 18th day of April, 1949.

LEO McCARTY
District Judge.

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 18th day of April, 1949.

PHILIP WEISGERBER, Clerk
By E. V. Beck
Deputy

X

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE.

LEOLA M. PETERSEN, Plaintiff, -vs- RALPH T. PETERSEN, Defendant.	NO. 10477

FILED
AT 10:45 O'CLOCK A M
APR 26 1949
PHIL WEINGBERGER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ___ Page ___
Docketed Vol. 10 Page 11

D E C R E E

The above entitled cause dame on duly and regularly for trial in open Court at Lewiston, Idaho, on the 26th day of April, 1949, without a jury, before the Honorable Leo McCarty, Judge of the above entitled Court.

The plaintiff appeared in person and by her counsel of record, V. R. Clements, of Lewiston, Idaho, and no person or persons appeared for or on behalf of the defendant, Ralph T. Petersen, and it appearing to the Court, and the Court having found that the defendant herein was duly and regularly served with Summons and Complaint in this action, in the manner provided by law, and that said defendant having failed to appear, demur, answer or otherwise plead to said summons and complaint within the time provided by law, and the defendant having been in default, and the default of said defendant having been duly and regularly entered herein pursuant to the Soldiers' and Sailors' Civil Relief Acts, as required by law, and the cause having been duly and regularly set for trial, and having come on for a hearing, upon the complaint of the plaintiff, and witnesses having been called, sworn and examined, and oral and documentary evidence having been adduced, heard and considered, and the cause having been fully submitted to the Court, and the Court having fully considered the same, and being fully advised in the premises, and finding that the defendant has been guilty of extreme cruelty toward the plaintiff, and that the allegations of the complaint and each and all of them are true and supported

by the evidence,

NOW, THEREFORE,

IT IS HEREBY ORDERED, CONSIDERED, ADJUDGED AND DECREED as follows:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, Leola M. Petersen, and the defendant, Ralph T. Petersen, be and the same are hereby forever dissolved, and that the plaintiff be and she is hereby awarded and granted an absolute Decree of Divorce from the defendant, and that the plaintiff and defendant be and each of them are hereby restored to the status of single and unmarried persons.

Dated and signed this 26th day of April, 1949.

LEO McCARTY
District Judge.

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 26th day of April, 1949.

PHILIP WEISGERBER, Clerk
By [illegible] Deck
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE.

MARIE STELLA MILLER,

Plaintiff,

-vs-

PAUL C. MILLER,

Defendant.

No. 10576

FILED
AT 11:15 O'CLOCK A M
APR 26 1949
PHILIP WEISGERBER
Clerk of the District Court
By G. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 12 Page 11

D E C R E E

The above entitled cause came on duly and regularly for trial in open court at Lewiston, Idaho, on the 26th day of April, 1949, without a jury, before the Honorable Leo McCarty, Judge of the above entitled Court. The plaintiff appeared in person and by her counsel of record, V. R. Clements, of Lewiston, Idaho, and no person or persons appeared for or on behalf of the defendant, Paul C. Miller, and it appearing to the Court, and the Court having found that the defendant herein was duly and regularly served with Summons and Complaint in this action, in the manner provided by law, and that said defendant having failed to appear, demur, answer or otherwise plead to said Summons and Complaint within the time provided by law, and the defendant having been in default and the default of said defendant having been duly and regularly entered herein pursuant to the Soldiers' and Sailors' Civil Relief Acts as required by law, and the cause having been duly and regularly set for trial and having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined, and oral and documentary evidence having been adduced, heard and considered, and the cause having been fully submitted to the Court and the Court having fully considered the same, and being fully advised in the premises, and finding that the defendant has been guilty of extreme cruelty toward the plaintiff and that the allegations of the complaint

and each and all of them are true and supported by the evidence,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

That the bonds of matrimony now and heretofore existing between the plaintiff, Marie Stella Miller, and the defendant, Paul C. Miller, be and the same are hereby forever dissolved, and that the plaintiff be and she is hereby awarded and granted an absolute decree of divorce from the defendant, and that the plaintiff and defendant be and each of them are hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the written agreement entered into by the plaintiff and defendant on the 2nd day of March, 1949, is a fair, just and equitable provision for the division of the property rights of the plaintiff and defendant, and said agreement, the triplicate original of which is hereto attached, marked Exhibit A, and by reference made a part hereof, the same as if specifically set forth herein, is hereby ratified, approved and confirmed and declared binding upon the parties, and the property therein described and set over to the respective parties be and the same is hereby awarded to them and adjudged and decreed to be their sole and separate property.

Done this 26th day of April, 1949.

LEO McCARTY
District Judge.

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 26th day of April, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

ANNETTE PINKHAM,

Plaintiff,

vs.

ALEX PINKHAM,

Defendant.

No. 10592

FILED
AT 11:45 O'CLOCK A M
APR 29 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

This cause having come on regularly for trial before the Court; the plaintiff appearing in person and by her attorneys, J. H. Felton and William J. Jones; the defendant having been duly and regularly served with summons and having failed to appear, and twenty days having elapsed and the default of the said defendant having been entered and filed in the said cause as provided by law; the Court having heard the evidence in support of plaintiff's complaint, the residence requirements provided by law having been corroborated; and the Court having heard the evidence in support of plaintiff's complaint, having made findings of fact herein supporting plaintiff's complaint, and having concluded as a matter of law that the plaintiff is entitled to the relief demanded in said complaint,

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 11

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the plaintiff, Annette Pinkham, and the defendant, Alex

Pinkham, be and the same are hereby dissolved, and that the plaintiff is awarded an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, custody and control of Loretta Pinkham, Elvin Pinkham, Allen Pinkham, and Bernadine Pinkham, the minor children of said union, are awarded to the plaintiff, Annette Pinkham.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff have all of the property of the parties as her own absolutely, and the defendant is enjoined from going upon plaintiff's lands, and defendant is further enjoined from interfering with or using plaintiff's personal property.

DATED at Lewiston, Idaho, this _____ day of April, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 29th day of April, 1949.

PHILIP WEISGERBER, Clerk
By _____ Deputy

6274

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

JEANNE E. HOWARD,
Plaintiff,
vs.
HOMER H. HOWARD,
Defendant.

No. 10595

FILED
AT 11-50 O'CLOCK A M
APR 29 1949
PHILIP W. SISSERSER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 11

This cause having come on regularly for trial before the Court; the plaintiff appearing in person and by her attorneys, J. H. Felton and William J. Jones; the defendant having been duly and regularly served with summons and having failed to appear, and twenty days having elapsed and the default of the said defendant having been entered and filed in the said cause as provided by law; the Court having heard the evidence in support of plaintiff's complaint, the residence requirements provided by law having been corroborated; and the Court having heard the evidence in support of plaintiff's complaint, having made findings of fact herein supporting plaintiff's complaint, and having concluded as a matter of law that the plaintiff is entitled to the relief demanded in said complaint,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the plaintiff, Jeanne E. Howard, and the defendant, Homer H. Howard, be and the same are hereby dissolved, and that the plaintiff is awarded an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the complete custody of Dora LaDawn Howard, the daughter of the parties, subject to the right, however, of the defendant to visit said child at any and all reasonable times, is awarded to Jeanne E. Howard, the plaintiff; and the defendant, Homer H. Howard, is directed to pay to Jeanne E. Howard for the support, maintenance and benefit of said minor child, during her minority, the sum of Thirty Dollars ($30.00) per month on or before the 1st day of each month hereafter.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the agreement entered into between the parties, dated the 29th day of April, 1949, a copy of which has been made a part of the court records, is approved.

DATED at Lewiston, Idaho, this 29th day of April, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 29th day of April, 1949.

PHILIP WEISGERBER, Clerk
By E. Beck
Deputy

X

6275

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

DELVA PENNINGTON,

Plaintiff,

vs.

FRANK PENNINGTON,

Defendant.

10601

FILED
AT 11:30 O'CLOCK A M
APR 30 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 11

This cause having come on duly and regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled Court, in Open Court, on this 30 day of April, 1949, plaintiff appearing in person and by and through her attorneys of record, and the defendant having been served with summons and complaint on the 7th day of April, 1949, by a Deputy Sheriff of Nez Perce County, Idaho, and having failed to appear, answer or demur to plaintiff's complaint within the time allowed by law, or at all, and the plaintiff having filed an affidavit showing to the satisfaction of the Court that the defendant is not in the military service of the United States and is not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the default of the defendant having been made and entered by the Clerk of this Court, and the plaintiff having submitted proof in support of the allegations contained in her complaint, and the Court being fully advised, both as to the law and the facts, FINDS:

That the defendant was personally served with summons and complaint in this action by a Deputy Sheriff of Nez Perce County, Idaho, on April 7, 1949, as appears from the return on summons on file herein; that the defendant is not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended.

That the plaintiff and the defendant intermarried at Seattle, Washington, on November 1, 1923, and ever since have been and now are husband and wife.

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

That the plaintiff is now and has been for more than a year last past a bona fide resident of Nez Perce County, Idaho.

That there has been born as issue of said marriage two children, both of whom are of age, to-wit: Myra, aged 25, and Delva, aged 24.

That the plaintiff and the defendant have settled their property rights as between themselves and no property rights need be adjudicated in this action.

That the defendant has been guilty of extreme cruelty toward this plaintiff in the manner following, to-wit:

> That the defendant did on September 10, 1945, voluntarily separate himself from the plaintiff with the intent to desert this plaintiff; that the defendant has continued to voluntarily remain separated from this plaintiff in pursuance of his intent to desert her; that prior to and during the said separation the defendant has openly associated with other women; that the conduct as aforesaid on the part of the defendant was calculated to and did cause this plaintiff grievous mental suffering.

The Court concludes that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of cruelty.

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY ORDERED, ADJUDGED and DECREED that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same are hereby dissolved and the plaintiff is hereby granted an absolute decree of divorce from the defendant.

DONE in Open Court this 30 day of April, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 30th day of April, 1949.

PHILIP WEISGERBER, Clerk
By _____ Deputy

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE

* * * * * *

GOLDIE PEGRAM,

Plaintiff,

-vs-

GARRY PEGRAM,

Defendant.

JUDGMENT

Case No. 2142
District Court, Owyhee County, Idaho
Filed: 4/13/49 1:30 P.M.
Fred Hobbs
Clerk
By _____
Deputy

* * * * * *

The above matter came on regularly to be heard in this court at Boise, Ada County, Idaho, without a jury, and within the Third Judicial District of the State of Idaho, upon the plaintiff's complaint, the plaintiff appearing in person by her attorney, Cleve Groome, the defendant having been duly and regularly served with summons and process herein and having appeared herein by his attorney, Earl E. Garrity, and filed a demurrer herein and having withdrawn the said demurrer and refused to plead further; and a proper non-military affidavit has been made and filed herein and an order declaring that the defendant was not engaged in the military service of the United States, as defined by the Act of Congress, and a default having been entered against him and evidence having been produced on the part of the plaintiff herein and the plaintiff having closed her case, and the court having duly considered the same and having arrived at his conclusions in the matter, from which it appears that the plaintiff is entitled to judgment as prayed for in her complaint upon the grounds of extreme cruelty; and the court waives the necessity of filing findings of fact and conclusions of law, but finds that the allegations of plaintiff's complaint are true; now, therefore, it is

ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGEand DECREE, that the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and they are hereby, dissolved, and the plaintiff and defendant are absolutely divorced one from the other; and it is further

ORDERED, ADJUDGED and DECREED, that the plaintiff have custody of the minor child of plaintiff and defendant, Allene A. Pegram, and that the defendant shall have the privilege of visiting the said child at all reasonable hours; and it is further

ORDERED, ADJUDGED and DECREED, that the contract of property settlement between plaintiff and defendant heretofore entered into be, and the same is hereby, approved, and that the title to the following described real estate situated in Owyhee County, Idaho, be, and the same is hereby, quieted in the plaintiff as against the defendant, to-wit:

> Beginning at the Northwest corner of the Northeast quarter of the Northwest Quarter of the Northeast Quarter of Section Nine (9), Township Three (3) North, Range Five (5) West of the Boise Meridian; thence East 132 feet; thence South 330 feet; thence West 132 feet; thence North 330 feet to the place of beginning, in Section 9, Township 3 North, Range 5 West of the Boise Meridian, containing approximately One (1) acre;

and that the said defendant be, and he is hereby, enjoined and restrained from asserting any right, title or interest in the said real estate, either at law or in equity, adverse to the said plaintiff; and it is further

ORDERED, ADJUDGED and DECREED, that the following described personal property be, and the same is, hereby set apart in the plaintiff as against the defendant, to-wit:

One (1) Oil Heater and Plush rug;

and that the following described personal property is set apart to

the defendant:

1 Chevrolet 1940 Model automobile

1 Plymouth automobile

2 milk cows

2 Calves

2 Horses

4 Pigs

1 Dinette Set

1 Vacuum cleaner

1 Daveno and chair

1 Coffee Table

1 Milk Separator

1 Electric cook stove

1 Ice Box

Kitchen Utensils

1 Chest Drawers

1 Dresser

1 Writing desk

1 Hot Water Heater

1 Washing machine

1 Bedstead with springs and mattress

1 Bed, dressing table and chest of drawers.

Dated April 8, 1949.

Charles E. Winstead

Judge of the District Court.

STATE OF IDAHO,
County of Owyhee, } ss.

CERTIFICATE

I, F.M.Hobbs, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Judgment-GOLDIE PEGRAM vs GARRY PEGRAM filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of April, 1949.

F.M.Hobbs
Clerk.

By ....., Deputy.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

* * * * * *

ORA DUNBAR,

Plaintiff,

-vs-

MERLE O. DUNBAR,

Defendant.

No. 2542

Filed and Entered
April 18, 1949
Lillian Wilson, Clerk.

J U D G M E N T

* * * * *

The above entitled matter came on regularly to be heard in open Court at Payette, County of Payette, State of Idaho, and within the above entitled Judicial District on the 18th day of April, 1949, upon the plaintiff's complaint, the defendant having been duly and regularly served with summons and process and the time having elapsed for his appearance, he appearing not, either in person or by an attorney; the plaintiff having filed a non-military affidavit showing that the defendant was not engaged in the military service of the United States and it satisfactorily appearing therefrom, the Court entered an order to the effect that he was not engaged in military service and default entered accordingly; the plaintiff appearing in court with her attorney Cleve Groome, and witnesses having been duly sworn and examined on behalf of the plaintiff, and the court being fully advised in the matter and having duly considered the same, and having arrived at its conclusions, and it appearing to the court that the plaintiff was entitled to judgment as prayed for in her complaint, and that all of the allegations of plaintiff's complaint are true, and that she is entitled to a divorce as prayed for in her complaint on the grounds of extreme cruelty; now, therefore, it is

ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony heretofore existing between the plaintiff and defendant be, and they are hereby dissolved and the plaintiff and defendant are absolutely divorced one from the other; and it is further

ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the title to the following described property be, and the same is hereby, quieted in the plaintiff, said property being described as follows, to-wit:

> Lots Six (6) and Seven (7) of Block Fourteen (14) of the Original Townsite, Now Village, of Wilder, Canyon County, Idaho, according to the official plat thereof now on file and of record in the office of the Recorder of Canyon County, Idaho;
>
> Together with all water, water rights, ditches, and rights of way for ditches used thereon or in connection therewith;

and that the defendant, his agents and servants, be, and they are hereby, perpetually enjoined from claiming or to claim any right, title or interest in and to the said real estate, or any part thereof, adverse to the plaintiff. That Plaintiff's former name of Ora Durbin is hereby restored to her.

Done in open court this 18th day of April, 1949.

(SEAL)

Notary Public for Idaho
Residence: Caldwell, Idaho

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Judgment has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2542.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18 day of April, 1949.

Lillian Wilson
Clerk of the District Court

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR POWER COUNTY.

Elsie C. Smith,

Plaintiff,

vs.

William D. Smith,

Defendant.

DECREE

Case No. 3580
Instrument No. 7
Filed Apr. 21 1949
Nyel D. Stuart
Clerk
Helen Dowd
Deputy

This cause coming regularly on for hearing April 21, 1949, before the Honorable L. E. Glennon, Judge of the above entitled Court, at chambers, in Pocatello, Bannock County, Idaho, the plaintiff being present in person and by her attorney, W. C. Loofbourrow, and the defendant coming not but making default herein, his default is hereby entered against him; the Court examines the service of summons and finds that the defendant acknowledged service of summons and submitted himself to the jurisdiction of the Court in all matters connected with said action, and waived the statutory time within which to plead, reserving two days within which to plead; that the two days has expired and the defendant has failed to appear and plead and that a Clerk's Default has been entered against him; that by reason of making such default the defendant has waived the making of findings of fact and conclusions of law, and after the submission of evidence and the Court being fully informed in the premises, and it appearing that the allegations of plaintiff's complaint are true, —

The Court Finds, and

It is ORDERED, ADJUDGED and Decreed That the defendant has been guilty of extreme cruelty toward the plaintiff: That the plaintiff, Elsie C. Smith be and she is hereby awarded a decree of divorce against the defendant William D. Smith on the grounds of extreme cruelty; That all of the real estate standing upon the records of Power County, Idaho, in name of plaintiff, is the sole and separate property of plaintiff: That the bonds of matrimoney heretofore existing between plaintiff and defendant are hereby dissolved and each of the said parties hereto are restored to the status of single persons.

L. E. Glennon,
District Judge.

State of Idaho, }
County of Power. } SS:

I hereby certify that the annexed is a full, true and correct copy of the decree entered in the District Court of the Fifth Judicial District of the State of Idaho in and for Power County in the action of Elsie C. Smith Plaintiff, vs. William D. Smith, Defendant, the original of which decree is now on file and of record in the office of the Clerk of the District Court, Ex-Officio Auditor and Recorder of Power County, Idaho, at American Falls in said County.

WITNESS My hand and the seal of said District Court this 21st day of April, 1949.

Hazel Stuart, Clerk,

By Helen Hall
Deputy.

(Seal)

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER.

Case No. 3557
Exhibit No. [illegible]
Date [illegible]
Signed [illegible]
Clerk [illegible]

CHARLES ANDRE CLERC, :

Plaintiff, :

vs. : DECREE OF DIVORCE

VIRGINIA WILLSON CLERC, :

Defendant, :

THIS CAUSE came regularly on for hearing upon the plaintiff's verified complaint, before the Court this 22nd day of April, 1949, the plaintiff appearing in person and by his Attorney, L. E. Haight, and the defendant failing to appear either by counsel or in person, the default of the defendant having heretofore been entered according to law, and the defendant having by her default waived Findings of Fact and Conclusions of Law; and the Court having heard the testimony of the Plaintiff and his witness, and being fully advised in the premises, finds that the defendant has been regularly served with summons and complaint in this case, and that she has failed to answer or demur or in anywise plead to plaintiff's complaint; and the Court further finds,

That all of the allegations of the Plaintiff's complaint are true and have been proven by competent testimony, and the Court further finds,

That the cause of action set forth in plaintiff's complaint arose within the State of Idaho, and the Court being fully advised in the premises,

ORDERS, ADJUDGES AND DECREES, that the bonds of matrimony heretofore existing between the plaintiff, Charles Andre Clerc, and the defendant, Virginia Willson Clerc, be and the same are hereby wholly dissolved and the parties freed from the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant is a fit and proper person to have the custody of the

one minor child, KIM CLERC of this marriage, but the plaintiff shall have the right to visit said minor child at reasonable and proper times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be required to pay to the defendant, for her support and the support of her minor child of this marriage, the sum of $75.00 per month;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant Virginia Willson Clerc, has no claim whatsoever of any kind or nature against the plaintiff Charles Andre Clerc, for monies, property-real or personal, or anything arising out of or by reason of the said marriage relation.

DATED this 2nd day of April, 1949.

/s/ James McDougall
DISTRICT JUDGE

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, ..., Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE OF DIVORCE in the case of CHARLES ANDRE CLERC vs. VIRGINIA WILLSON CLERC, as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 6th day of April, 1949.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - -

RANDELL D. BUSHNELL,)
Plaintiff,) No. 10458
-vs-) D E C R E E
ANNIE D. BUSHNELL,)
Defendant.)

- - - -

This cause came regularly on to be heard this 1st day of April , A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon a Complaint of the plaintiff herein, taken as confessed by the defendant by her failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. John J. Peacock appeared as attorney for the plaintiff, and the defendant did not appear, and it having been proved to the satisfaction of the above entitled Court, that the defendant was duly and regularly served with process, and that said defendant was served with said process in Shoshone County, State of Idaho, and that the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon fully and regularly entered.

WHEREUPON, The Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents

herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and he hereby is, awarded an absolute divorce.

Done in open Court this 1st day of April, A. D. 1949.

Albert H. Featherstone

District Judge

Entered, Docketed and Filed
APR 1 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

Decree

1st April 49

ANNA K. BATTICK

Betty Burster

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

DOROTHY L. HUTCHINGS,
Plaintiff,
vs.
CLAUDE B. HUTCHINGS,
Defendant.

No. 10788

D E C R E E

- - -

This cause having come on regularly to be heard by the Court, the plaintiff appearing in person and through her attorneys of record, and it appearing that the said defendant appeared in said action by demurrer and that said demurrer has been over ruled, and the defendant thereupon having refused in open court to further appear or plead and the court having entered defendant's default, witnesses having been sworn and examined and the court being fully advised in the premises,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony heretofore and now existing between plaintiff and defendant be and the same are hereby dissolved and plaintiff is awarded a decree of absolute divorce therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that plaintiff have restored to her her former name of Dorothy L. Spearman.

Done in open court this 6th day of April, 1949.

ALBERT H. FEATHERSTONE

District Judge

Entered, Docketed and Filed
APR 6 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true
copy of the original DECREE
on file in my office.
Dated at Wallace, Idaho, this 6th day April 49

ANNA K. BATTICK
Clerk of the District Court
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

BARNEY A. MILESI, Plaintiff,	)	No. 10754
-vs-	)	D E C R E E
ETHEL ANN MILESI, Defendant.	)	

This cause came regularly on to be heard this 6th day of APRIL, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon a Complaint of the plaintiff herein, taken as confessed by the defendant by her failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. John J. Peacock appeared as attorney for the plaintiff, and the defendant did not appear, and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and that said defendant was served with said process in San Diego, San Diego County, California, and that the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein, and

having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved and the said plaintiff be, and he hereby is, awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant's name prior to marriage of Ethel Ann Connors be, and the same is hereby restored to her.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the following described property is the sole and separate property of the plaintiff and the defendant is hereby forever barred and enjoined from claiming any equity, right, title or interest in and to the same, either as her sole and separate property or as community property:

Household Furniture, Fixtures and Appliances

1936 Plymouth Tdr Automobile - Motor No. P2 1657, Serial No. 11111781

1928 Ford Sedan Automobile - Motor No. 181 259, Title No. B 297 419

An undivided one-half interest in the following described real property is the separate property of the plaintiff herein:

The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirty-six (36), Township Forty-eight (48), North of Range One (1), East of the Boise Meridian in Shoshone County, Idaho, said tract of land containing forty (40) acres, more or less.

Done in open Court this 6th day of APRIL, A. D. 1949.

Albert H. Featherstone
District Judge

Entered, Docketed and Filed
APR 6 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

DECREE

6th April 49

ANNA K. BATTICK

Betty Burster

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

UCAL RICKMAN, Plaintiff,

-vs-

LYMAN RICKMAN, Defendant.

No. 10760

D E C R E E

This cause came regularly on to be heard this 7th day of April, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, absolutely dissolved, and the

said plaintiff be, and she hereby is awarded an absolute divorce from the defendant, on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff herein is the sole owner of the following described real estate and personal property, to-wit:

ALL of Lot number three (3) of the East Twenty-five (E.25) feet of Lot number Four (4), Block number One (1) of the Townsite of Smelterville, Shoshone County, State of Idaho.

Personal property: living room heater; davenport set; living room table and chairs; straight chair; radio; two end tables; four piece bed-room set; five piece bed-room set; sewing machine; washing machine; and all bedding and other personal effects included in the house located at 113 Main Street, Smelterville, Shoshone County, Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff's former name of Ucal Ingrum be, and the same is hereby restored to her.

Done in open Court this 7th day of April, A. D. 1949.

Albert H Featherston
District Judge.

Entered, Docketed and Filed
APR 7 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

DECREE

7th April 49

ANNA K. BATTICK

Betty Burster

6284

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF SHOSHONE.

RALIA DEVONA BERRY, Plaintiff, vs. RAYMOND EUGENE BERRY, Defendant,	No. 10747
	D E C R E E

This cause came on regularly for trial on this 8th day of April, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, at Wallace, Idaho. The plaintiff appeared in person and by her attorney, Mr. James G. Towles, and the defendant appeared not, the defendant having been regularly and duly served with process by publication of the same in the Kellogg-News-Wardner according to law, the defendant having failed to appear and plead to the plaintiff's complaint within the time allowed by law or at all, thedefault of the defendant was duly entered in the premises. Witnesses were duly called, sworn, and examined on behalf of plaintiff and the court, having heard and considered the testimony of said witnesses and being now fully advised in the premises, and having heretofore made and entered herein its Findings of Fact and Conclusions of Law,

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the plaintiff, Ralia Devona Berry, and the defendant, Raymond Eugene Berry, be and they are hereby dissolved.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff have the sole and exclusive care, custody and control of Janice Elaine Berry, the minor child of plaintiff and defendant.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay to the plaintiff the sum of $25.00 per month as and for the support and maintenance of herself, beginning on the the 1st day of May, 1949, and continuing in monthly installments on said day each and every month thereafter until the death or remarriage of plaintiff, and that said defendant pay to the plaintiff as and

for the support and maintenance of said minor child until her majority, unless sooner married or deceased, the sum of$25.00 per month, said payments to be made in monthly installments on the 1st day of each and every month hereafter, be beginning the 1st day of May, 1949.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay to the plaintiff the sum of $150.00 as attorney's fees and the further sum of $30.16 as costs espended herein.

Dated at Wallace, County of Shoshone, State of Idaho this 8th day of April, 1949.

Albert H Featherstone
Judge of the District Court

Entered, Docketed and Filed
APR 8 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO } ss
COUNTY OF SHOSHONE }

I do hereby certify that the foregoing is a ...
DECREE
... on file in my ...
Dated at Wallace, ... 8th April 49
ANNA K. BATTICK
Clerk
By Betty Burster
Deputy

6285

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

LOIS JOHNSON,

Plaintiff,

-vs-

JIMMIE JOHNSON,

Defendant.

NO. 10769

D E C R E E

This cause came on regularly to be heard this 9th day of April, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon the verified complaint of the plaintiff herein taken as confessed by the defendant for failure to appear and answer to the said verified complaint of plaintiff on file herein. Albert J. Graf appeared as attorney for plaintiff, and defendant did not appear. It appeared to the above entitled Court that the defendant was duly served with process and that said service was duly made by personal service, and the defendant's default for not appearing, answering or in anywise pleading in said cause was duly and regularly entered;

WHEREUPON, The Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her complaint, and after having heard the same, the testimony was closed;

WHEREUPON, The Court, considering the aforesaid testimony of plaintiff and her witnesses, together with all papers, records, files and documents herein, and having heretofore made and entered its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff, Lois Johnson,

and the defendant, Jimmie Johnson, be, and they hereby are, dissolved, and that the plaintiff be, and she hereby is, granted an absolute divorce from the defendant.

Dated this 9th day of April, A. D. 1949.

ALBERT H. FEATHERSTONE
District Judge

A TRUE COPY:
Anna K. Battick
Clerk of District Court

By _____ Deputy

Entered, Docketed and Filed
APR 9 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF [illegible] } SS

I do hereby certify that the foregoing is a true copy of the original DECREE on file in my office.

Dated at Wallace, Idaho, this 9th April 49

ANNA K. BATTICK

First Deputy

By Betty Burster

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

BONNIE L. ALLEN, Plaintiff, -vs- WILLIAM J. ALLEN, Defendant.) No. 10718

DECREE

This cause came regularly on to be heard this 11th day of April, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein, Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is awarded an absolute divorce

from the defendant, on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff have the care, custody and control of the minor child to be born to said parties in the month of June, 1949, and defendant is hereby ordered to pay the expenses of the birth of said child, and support money for said child in the amount of $50.00 per month to plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That defendant herein pay the amount of $150.00 to plaintiff as reasonable attorney's fees for the prosecution of this action.

Done in open Court this 11th day of April, A. D. 1949.

Albert W. Featherston
District Judge.

Entered, Docketed and Filed
APR 11 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 11th day of April 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District of Idaho
Shoshone County, Idaho
By Betty Burster
Deputy

6287

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

LEONA LEISCHNER, Plaintiff, vs. HAROLD LEISCHNER, Defendant.

No. 10794

D E C R E E

This cause coming regularly on to be heard before 13th the Honorable Albert H. Featherstone, Judge of the above entitled court, the plaintiff appearing in person and being represented by her attorney, Sennett S. Taylor, and it appearing that the said defendant appeared in said action by demurrer and that said demurrer has been over ruled, and the defendant thereupon having refused in open court to further appear or plead and the court having entered defendant's default, witnesses having been sworn and examined and the court being now fully advised in the premises,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be, and they hereby are, dissolved and that plaintiff be, and she hereby is, awarded a decree of absolute divorce from defendant.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff be, and she hereby is, restored to her former name, Leona Umphrey.

Done in open court this 13th day of April, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
APR 13 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true
copy of the original Decree
on file in my office.
Dated at Wallace, Idaho, this 13th day of April 49

ANNA K. BATTICK
Clerk of the District Court
and Ex-Officio Recorder of
Shoshone County, Idaho
By Betty Burster
Deputy

6288

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- -

MILDRED WARREN,)
Plaintiff,) No. 10444
-vs-) D E C R E E
EDWARD WARREN,)
Defendant.)

- -

This cause came regularly on to be heard this 13th day of April , A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon a Complaint of the plaintiff herein, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. John J. Peacock appeared as attorney for the plaintiff, and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court, that the defendant was duly and regularly served with process, and that said service was personal service in the County of Shoshone, State of Idaho, and the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together

with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the p laintif f and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is, awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the absolute care, custody and control of Roger Dale Warren, minor child of said marriage, be, and the absolute care, custody and control of Roger Dale Warren is hereby awarded to plaintiff, with the right of visitation in the defendant at all reasonable times and places.

Done in open Court this 13th day of April, A. D. 1949.

Albert W Featherston
District Judge

Entered, Docketed and Filed
APR 13 1949
Anna K. Battick
Clerk District Court
By Betty Burster Depty

Decree

13th April 49

ANNA K. BATTICK

Betty Burster

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

CARRIE RUSSELL,)
Plaintiff,)
vs.)
CLARENCE S. RUSSELL,)
Defendant.)

No. 10729

D E C R E E

This matter came regularly on to be heard on the 14th day of March, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. The plaintiff appearing in person and being represented by her attorney, Sennett S. Taylor, the defendant being absent and not represented by counsel. And it appearing that the defendant has been duly and regularly served with summons and that thereafter, to-wit, on the 7th day of March, 1949, his default was duly and regularly entered herein

WHEREUPON, witnesses were duly called, sworn and examined on behalf of the plaintiff and the court having heard said testimony and being fully advised in the premises and having heretofore made and entered herein its Findings of Fact and Conclusions of Law;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be, and they hereby are, dissolved and that plaintiff be, and she hereby is, awarded an absolute decree of divorce.

DATED March 14th, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
APR 13 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 13th day of April 1949

ANNA K. BATTICK

Clerk of the District Court
First Judicial District of the State of Idaho
Shoshone County, Idaho

By Betty Burster
Deputy

6290

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

L. M. SEAT,
Plaintiff,
vs.
MARY SUSAN SEAT,
Defendant.

No. 10776

DECREE

This matter coming regularly on to be heard this 14th day of April, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. The plaintiff appeared in person and was represented by counsel, the defendant did not appear and was not represented by counsel. And it appearing that the defendant had been regularly served with summons and that thereafter her default had been duly and regularly entered herein by reason of her failure to plead to plaintiff's complaint within the time allowed her by law for so doing.

WHEREUPON, witnesses were called, sworn and examined and the court having heard said testimony and being advised in the premises and having heretofore made and entered herein its Findings of Fact and Conclusions of Law;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be, and they hereby are, dissolved and that the plaintiff be, and he hereby is, awarded an absolute divorce from the defendant,

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that defendant be, and she hereby is, awarded her former name, Mary Susan Hubbard.

Dated this 14th day of April, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
APR 14 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO }
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a
copy of the original Decree
on file in my office.
Dated at Wallace, Idaho, this 14th day of April 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District of the State of Idaho
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

Lois Carey, Plaintiff, No. 10763

vs. DECREE.

Samuel M. Carey, Defendant.

The above entitled action came regularly on to be heard at Wallace, Idaho, before Honorable Albert H. Featherstone, judge of said court, in chambers. The plaintiff appeared and was represented by her counsel, H. E. Worstell. The defendant did not appear either in person or by counsel.

It appeared to the satisfaction of the court from the record and files in said action that, pursuant to an order for the personal service of the summons herein outside the state of Idaho, the summons and a copy of the complaint were personally served upon the defendant by the sheriff of Lincoln County, Nevada, in said Lincoln County. That proof of said service of the summons and complaint has been duly and regularly made and filed herein, and the default of the defendant because of his failure to appear in this action and either demur to or answer the complaint within the time allowed by law has been duly and regularly entered and endorsed upon the complaint.

The plaintiff and a witness in her behalf were called, sworn and examined and testified concerning the allegations of the complaint and the court being now fully advised in the premises and of the facts of this action, and the making and filing of findings of fact and conclusions of law having been waived by the defendant by his failure to appear at the trial of this action, the court now makes and renders the following judgment and decree, to wit:

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the plaintiff, Lois Carey, and the defendant, Samuel M. Carey, be, and the same hereby are, wholly dissolved and annulled, and the said parties be, and they hereby are, restored to the state of unmarried persons.

No other relief has been asked by the plaintiff.

Dated at Wallace, Idaho, this 14th day of April, 1949.

Albert H Featherstone

JUDGE.

Entered, Docketed and Filed
APR 14 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true and correct copy of the original Decree as the same appears of record and on file in my office.

Dated at Wallace, Idaho, this 14th day of April 49

ANNA K. BATTICK

Clerk of the District Court of the First Judicial District of the State of Idaho, in and for the County of Shoshone.

By Betty Burster Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

DOROTHY LANCASTER, Plaintiff,

-vs-

WILLIAM LANCASTER, Defendant.

No. 10762

D E C R E E

This cause came regularly on to be heard this 18th day of April, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is awarded an absolute divorce

from the defendant, on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff herein be awarded the care, custody and control of the minor child of said parties, namely: Sharleen Lancaster, and defendant is hereby restrained from in any way interfering with or taking said minor child from the possession of plaintiff, and/or molesting the plaintiff in any way or manner.

Done in open Court this 18th day of April, A. D. 1949.

Albert H Featherston
District Judge.

Entered, Docketed and Filed
APR 18 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO } SS
COUNTY OF SHOSHONE }

I do hereby certify that the foregoing is a true and correct copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 18th day of April 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District of the State of Idaho
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

VIRGINIA PAULINE AESTRICH,)
Plaintiff,)
vs.)
JESSE P. AESTRICH,)
Defendant.)

No. 10743

D E C R E E

This matter came regularly on to be heard this 18th day of April, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. The plaintiff appeared in person and was represented by counsel, the defendant did not appear and was not represented by an attorney. And it appearing that summons herein was served on the defendant by publication in the Wallace Press Times in the manner and for the time prescribed by law, the last date of said publication being the 11th day of March, 1949, and that thereafter, to-wit on the 18th day of April, 1949, the default of the defendant was duly and regularly entered herein for the reason of his failure to answer or otherwise plead to plaintiff's complaint within the time allowed him by law for so doing.

WHEREUPON witnesses were called, sworn and examined and the court having heard their testimony and being advised in the premises and having heretofore made and entered herein its Findings of Fact and Conclusions of Law;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be, and they hereby are, dissolved and that plaintiff be, and she hereby is, awarded an absolute decree of divorce from defendant

Dated this 18th day of April, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
APR 18 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO,
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a
copy of the original Decree
on file in my office.
Dated at Wallace, Idaho, this 18th day of April 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District of the State of Idaho
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

IRENE O. RASMUSSEN,
Plaintiff,
vs.
HANS MARTIN RASMUSSEN,
Defendant.

No. 10753

D E C R E E

This cause came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, at Wallace, Idaho, on the 18th day of April, 1949. The plaintiff appeared in person and by her attorney, Dale Austin, and there was no appearance by or on behalf of the defendant.

It appeared to the satisfaction of the Court from the records and files herein that the defendant had been duly and regularly served with process in the County of Shoshone, State of Idaho, and had appeared herein by counsel and demurred to the plaintiff's complaint. That said demurrer was duly submitted to the Court and by the Court overruled, whereupon, the defendant having heretofore refused to plead further if his demurrer should be overruled, the cause was set for trial.

It further appeared to the Court by the files and records herein that the defendant filed with this Court an affidavit wherein he specifically waived any and all notice of the setting of this cause for trial, notice requiring him to appoint another attorney, or any other notice that might be required by law in this cause.

And it further appearing that in said affidavit said defendant refused to plead further if his demurrer was overruled.

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony and certain documentary evidence was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint and the Court being fully advised in the premises made and entered herein it's Findings of Fact and Conclusions of Law.

NOW, THEREFORE, By virtue of the premises and in accordance with said Findings of Fact and Conclusions of Law

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony heretofore existing between the plaintiff, Irene O. Rasmussen, and the defendant, Hans Martin Rasmussen, be, and the same are, hereby dissolved, set aside and held for naught, and the plaintiff is hereby granted an absolute divorce from the defendant.

2. That the plaintiff be, and hereby is, restored the use of her former name, to-wit, Irene O. Coyle.

Dated at Wallace, Idaho, the 18th day of April, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
APR 19 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 19th day of Apr 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho
By Betty Burster
Deputy

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

6295

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

WAITE QUESNELL, Plaintiff,	)	No. 10777
vs.	)	D E C R E E
GRACE V. QUESNELL, Defendant.	)	

This matter came regularly on to be heard on the 19th day of April, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. The plaintiff appeared in person and was represented by his counsel, the defendant did not appear nor was she represented. And it appearing that summons herein had been duly and regularly served on the defendant and that thereafter, to-wit the 19th day of April, 1949, her default herein had been entered by reason of her failure to answer or otherwise plead to plaintiff's complaint within the time allowed her by law for so doing;

WHEREUPON, witnesses were called, sworn, and examined and the court having heard their testimony and being advised in the premises and having heretofore made and entered herein its Findings of Fact and Conclusions of Law;

NOW THEREFORE, IT IS HEREBY ORDERED ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be dissolved and that the plaintiff be, and he hereby is, awarded an absolute divorce from defendant.

DATED this 19th day of April, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
APR 19 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing, is a full, true and correct copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 19th day of Apr 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District of the State of Idaho in and for Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

LUANA M. CLARKE,
Plaintiff,
-vs-
GEORGE T. CLARKE,
Defendant.

NO. 10780

D E C R E E

This cause came on regularly to be heard this 20th day of April, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon the verified complaint of the plaintiff herein taken as confessed by the defendant for failure to appear and answer to the said verified complaint of plaintiff on file herein. Albert J. Graf appeared as attorney for plaintiff, and defendant did not appear. It appeared to the above entitled Court that the defendant was duly served with process and that said service was duly made by personal service, and the defendant's default for not appearing, answering or in anywise pleading in said cause was duly and regularly entered;

WHEREUPON, The Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her complaint, and after having heard the same, the testimony was closed;

WHEREUPON, The Court, considering the aforesaid testimony of plaintiff and her witnesses, together with all papers, records, files and documents herein, and having heretofore made and entered its Findings of Fact and Conclusions of law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff, Luana M. Clarke,

and the defendant, George T. Clarke, be, and they hereby are, dissolved, and that the plaintiff be, and she hereby is, granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be, and she hereby is, awarded the absolute care, custody and control of the two minor children of the plaintiff and defendant, to-wit: Sharon Lee Clarke, age eight (8) years, and Gayle Maxie Clarke, age six (6) years, reserving unto the defendant the right to visit the said minor children at any time that is reasonable.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant pay to the plaintiff the sum of Thirty Dollars ($30.00) per month, for the support of said minor children, beginning May 10, 1949, and to continue until said minor children reach the age of eighteen (18) years.

Dated this 20th day of April, A. D. 1949.

ALBERT H. FEATHERSTONE
District Judge

A TRUE COPY:
Anna K. Battick
Clerk of District Court

By _____ Deputy

Entered, Docketed and Filed
APR 20 1949
Anna K. Battick Clerk DistrictCourt
By Betty Burster Deputy

STATE OF IDAHO }
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office. Dated at Wallace, Idaho, this 20th day of April 49

ANNA K. BATTICK
First Judicial District
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

VELMA N. MORELAN,)
Plaintiff,)
vs.)
JAMES B. MORELAN,)
Defendant.)

No. 10722

DECREE OF DIVORCE

This cause came on this day regularly for hearing before the Court, sitting without a jury, upon the complaint on file herein taken as confessed, after the default of the defendant for not appearing and pleading to said complaint, as required by law, had been duly, regularly and legally entered. The plaintiff appeared through her attorney, James E. Gyde, and the defendant appeared not.

It satisfactorily appearing to the Court that the defendant had been duly and legally served with process pursuant to law and the time for pleading to said complaint having expired and there being no demurrer or answer to said complaint on file, plaintiff was sworn and testified in her own behalf in support of the allegations of the complaint in this action and by testimony of a corroborating witness, the residence requirements as provided by law were established, and the Court thereupon filed its Findings of Fact and Conclusions of Law and ordered that a decree be entered in accordance with the prayer of the complaint, and the Court being now fully advised in the premises,

IT IS ORDERED, ADJUDGED AND DECREED, that an absolute decree of divorce be and hereby is entered herein in favor of the plaintiff and against the defendant, and that the bonds of matrimony now and heretofore existing between plaintiff and defendant be and the same are hereby dissolved and that the parties to this action and each of them be and hereby is freed from the bonds of matrimony and all the obligations thereof.

Dated April 20th, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
APR 20 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 20th day of Apr 49

ANNA K. BATTICK

Clerk of the District Court
First Judicial District for
Shoshone County, Idaho

By Betty Burster Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - -

BEVERLY L. SCHACHT,	)	
Plaintiff,	)	No. 10761
-vs-	)	D E C R E E
JAMES J. SCHACHT,	)	
Defendant.	)	

- - - -

This cause came regularly on to be heard this 29th day of April, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff herein, taken as confessed by the defendant for his failure to appear and plead to the verified Complaint of the plaintiff on file herein. Mr. John J. Peacock appeared as attorney for the plaintiff and the defendant made no appearance; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process; and that said service was by publication of Summons in the Kellogg-News-Wardner, a newspaper published at Wallace, Shoshone County, Idaho, and that said publication of Summons was for the time required by law. And after said publication, the defendant having failed to appear or answer said Complaint within the time allowed and permitted by law; and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint

and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she is, awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the sole care, control and custody of said minor child, Jo Ann Schacht, be, and the same is hereby awarded to the plaintiff, with the right of visitation in the defendant at all reasonable times and places.

Done in open Court this 29th day of April, A.D. 1949.

Albert H. Featherstone
District Judge

Entered, Docketed and Filed
APR 29 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Shoshone County, Idaho, this 29th day of April 1949

ANNA K. BATTICK
Clerk
District Court
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

LANIE KELLER,

Plaintiff,

vs.

THELMA KELLER,

Defendant.

No. 10759

D E C R E E

- - -

This cause coming on regularly to be heard before me, the undersigned Judge of the above entitled court, plaintiff appearing in person and through his attorneys of record and defendant appearing not and it appearing from the records and files in this action that the said defendant was duly and regularly served with summons according to law and that the time within which said defendant could answer has heretofore expired and the default of the said defendant has been entered; witnesses having been called, sworn and examined on behalf of the plaintiff and the court having heard the testimony adduced and being fully advised as to the law and in the premises,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony heretofore and now existing between plaintiff and defendant be dissolved and plaintiff is awarded a decree of absolute divorce therefrom.

Done in open court this 29th day of April, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
APR 29 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 29th day of April 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court
Shoshone County, Idaho

By Betty Burster
Deputy

6300

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

Mary Malone,

Plaintiff,

Vs.

Delmar Malone,

Defendant.

13648

#13648 DISTRICT COURT
Eleventh Judicial District
State of Idaho

DECREE.

FILED APR 1 - 1949
O. A. Bullen
Clerk
Irene C. Nielsen
Deputy Clerk

Entered APR 1 - 1949

This cause came on regularly for trial before the above entitled Court, at the Court Room thereof, in the County Court House, in the City of Twin Falls, Twin Falls County, State of Idaho, upon this 1st day of April, 1949. The plaintiff appeared in person and by and through her attorney of record, Ray D. Agee. The defendant did not appear, and it appeared to the Court, and it hereby finds, that the defendant, Delmar Malone, has been duly and regularly served with summons in this action, and having duly appeared herein, and an amended complaint herein having been served on said defendant and filed in this Court, and said defendant having appeared and filed his demurrer to said amended complaint, and having thereafter withdrawn his appearance from this action and refused to plead further therein and consented that his default might be entered herein at any time thereafter, the default of the defendant, Delmar Malone, in the premises, has been duly and regularly entered herein according to law.

Whereupon, witnesses on the part and behalf of the plaintiff were duly sworn and examined and evidence introduced and admitted, including a property settlement agreement, dated January 31, 1949, made and entered into between the parties hereto, wherein and whereby it is agreed that their property rights and interests have been settled and adjusted as hereinafter set forth and decreed, and the evidence, being closed, the cause was submitted to the Court for its consideration and decision and, after due deliberation thereon, the Court hereby finds and decides: That, for a long time last past, the defendant has wilfully, wrongfully and intentionally treated the plaintiff with extreme cruelty and has inflicted grievous mental suffering upon the plaintiff by his acts and conduct; that there is, as the issue of said marriage, one minor child, namely, Linda Diane Malone; that said minor child is now in the care and custody of the plaintiff, within Twin Falls County, State of Idaho; that the plaintiff is a fit and proper person to have the care, custody and control of said minor child; That each and every allegation set forth or contained in plaintiff's amended complaint on file herein is true and correct; and that the plaintiff is entitled to all of the relief prayed for in her said amended complaint on file herein; and, being now fully advised, both in the law and in the premises, the Court hereby makes and enters its judgment and decree as follows:

Wherefore, by virtue of the law and by reason of the premises, aforesaid, it is hereby ordered, adjudged and decreed that the bonds of matrimony now and heretofore existing between the plaintiff, Mary Malone, and the defendant, Delmar Malone, be, and the same are hereby, wholly and absolutely dissolved, and that said parties be, and they are hereby, forever freed from the obligation

thereof, and that a decree of absolute divorce be, and the same is hereby, rendered and entered herein in favor of the plaintiff and against the defendant.

And it is further ordered, adjudged and decreed that said property settlement is equitable, fair and just, and that said property settlement agreement, a copy of which is annexed to the amended complaint herein, be, and the same is hereby, duly approved and confirmed, and that said property settlement, as contained in said agreement, be, and the same is hereby, in all respects, approved and confirmed.

And it is further ordered, adjudged and decreed that the care, custody and control of said minor child, namely, Linda Diane Malone, be, and the same are hereby, awarded to the plaintiff, Mary Malone, and that the defendant, Delmar Malone, be, and he is hereby, given and granted the right to visit said miner child at reasonable times.

And it is further ordered, adjudged and decreed that the defendant, Delmar Malone, be, and he is hereby, directed, required and ordered to pay to the plaintiff, Mary Malone, for the support and maintenance of said minor child, Linda Diane Malone, the sum of thirty-five dollars each and every calendar month hereafter, until said minor child shall have reached the age of eighteen years, and it is further ordered, adjudged and decreed that the first of said payments shall be made on or before the 22nd day of April, 1949, and that a like payment shall be made on or before the 22nd day of each and every calendar month thereafter for and during the time aforesaid, and it is further ordered, adjudged and decreed that the defendant pay to the plaintiff such further sums as may from time to time be reasonably required for such medical and hospital expenses as may be necessarily incurred on behalf of said minor child.

And it is further ordered, adjudged and decreed that the following described property, and each and every part thereof, and each and every interest therein, be, and the same is hereby, set aside, transferred, set over, conveyed, assigned and decreed to the plaintiff, Mary Malone, as her sole and separate property, free and clear of and from any and all claims of the defendant, Delmar Malone, therein or thereto, to-wit: That certain personal property, situate and being in Twin Falls County, State of Idaho, particularly described as follows:

> Twelve hundred and No/100 dollars in cash, which has been paid by the defendant to the plaintiff. One combination waffle iron. One four-slice toaster. One round Dominion waffle iron. Two skillets. Five glass casserole dishes. One pink cut glass berry set with cake plate. Three large measuring cups--2-cup size. One old fashion spoon holder, one handle on each side. One plastic salad bowl with 6 small bowls, a spoon and fork to match (all red). Six spoons with rose engraving--Plymouth silver. Five Pearl Harbor glasses. Several plain glasses. Six Scotty glasses. Two cream pitchers--1 orange, 1 blue. Several small plates. One glass sugar bowl. One set wooden handle silverware. One food chopper. Six or seven odd saucers with flowers. One cookie jar--boy bear on one side, girl bear on other side. One salt and pepper shaker with red design black tops. One oval dish pan--red edge (small). One brown crock. Three pyrex pie plates. One garbage pail, one bread box, one cannister set, one large waste can--all have pink and white, lavender and

green Scotch flowers. One water heater--15 gallon. One medicine closet. Two copies of marriage license. One sheet. One pair pillow slips with blue flowers. Three pot holders--1 sunbonnet girl, 1 farmer boy and 1 with white circles on red background. Two wash clothes never used--1 blue and 1 orange with white stripe. One pink turkish towel. One small white turkish towel. One towel set, peach color (two towels and one cloth). Two large turkish towels, 1 green and 1 blue with stripe at each end (heavy). Two flowered scarfs with strawberry and flower design. One scarf with blue stripe edge. One hose mender.

And it is further ordered, adjudged and decreed that all other community property of the parties hereto, and each and every part thereof, and each and every interest therein, be, and the same is hereby, set aside, transferred, awarded, set over, conveyed, assigned and decreed to the defendant, Delmar Malone, as his sole and separate property, free and clear of and from any and all claims of the plaintiff, Mary Malone, therein or thereto.

Done in open Court, this 14 day of April, 1949.

Wales E. Lowe.
Judge of the District Court.

State of Idaho)
County of Twin Falls) ss

I hereby certify that the foregoing is a full, true and correct copy of the original decree in the above entitled cause.

C A Bullen
Clerk of the District Court
Irene C Nielsen
Deputy

X

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

CLARA FAE COLE,)
Plaintiff,)
-vs-)
)
MAURICE G. COLE,)
Defendant.)

#13870

DECREE

C A Bulles
Irene C Nielsen
Entered

This cause came on regularly to be heard in Open Court at Twin Falls, Idaho, on the 1st day of April, 1949, before Honorable Kales E. Lowe, District Judge, Clara Fae Cole, plaintiff, appearing in person and by her attorney, Frank L. Stephan, Esq., and the defendant, Maurice G. Cole, having been served with due and legal process in this action and having on the 9th day of March, 1949, admitted and accepted service of a copy of the Summons issued out of the above entitled Court in the above entitled case and having in said Acceptance of Service acknowledged that he is not now and never has been engaged in the Military Service of the United States of America, and the defendant having failed to appear and plead in said action, and the time for his appearing and pleading to said complaint in said action having expired, and the Default of said defendant in the premises having been entered according to law, witnesses on the part of the plaintiff were regularly sworn and examined in support of the allegations contained in plaintiff's complaint and it satisfactorily appearing to the Court from the evidence in the case that plaintiff and defendant are husband and wife, and that plaintiff is now and for more than six weeks last past and immediately preceding the commencement of this action has been a bona fide resident of the State of Idaho and that all of the material averments of the Complaint in said action are sustained by testimony free from legal exceptions as to its competency,

admissibility and sufficiency, and that matters so alleged in said Complaint and proved on behalf of the plaintiff are sufficient in law to entitle plaintiff to a Judgment and Decree of Divorce against the defendant on the grounds of cruelty;

Now, on motion of Frank L. Stephan, Esq., Attorney for plaintiff herein;

IT IS ORDERED, ADJUDGED AND DECREED That by virtue of the power and authority in this Court vested and in pursuance of the statutes in such cases made and provided, the marriage existing between Clara Fae Cole, plaintiff herein, and Maurice G. Cole, defendant herein, be dissolved and the same is hereby dissolved accordingly, and the said plaintiff and the said defendant are, and each of them is, hereby freed and absolutely released from the bonds of matrimony and all of the obligations and disabilities thereof and hereby restored to the status of a single or unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That Clara Fae Cole, plaintiff herein, be and she is hereby awarded the care, custody and control of Maurice V. Cole, minor son of the parties hereto who was born June 12, 1932, subject to the right of defendant Maurice G. Cole to visit said minor son at all reasonable times, and subject also to the right of said son to visit defenda nt at any time he desires to do so as long as such visits do not interfere with his schooling.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the Property Settlement Agreement made and entered into by and between Clara Fae Cole, plaintiff herein, and Maurice G. Cole, defendant herein, under date of March 3, 1949 be, and the same in all respects is hereby confirmed and approved.

Dated at Twin Falls, Idaho this 1st day of April, 1949.

KALES E. LOWE
District Judge.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

DELORES C. CARRICO, Plaintiff,

vs

J. H. CARRICO, Defendant.

DISTRICT COURT
...nth Judicial District
...f Twin Falls, State of Idaho
Filed
C. A. Bullen Clerk
By Irene C. Nielsen Deputy Clerk
Entered APR 1 - 1949

DECREE OF DIVORCE.

THIS MATTER came on to be heard before the above entitled court on the 1st day of April, 1949. Plaintiff appeared in person and by her attorney, J. H. Barnes. Defendant did not appear. It is shown to the Court, by Sheriff's return on summons herein, that personal service of the summons and complaint inthis action was had on the defendant in Valley County, Idaho, on the 8th day of March, 1949. It appears to the Court that the defendant has not made any appearance herein, for any purpose, since the date of said service, and that, on the 30th day of March, 1949, the default of the defendant for failure to appear and plead was entered by the Clerk of this Court. Now, on motion of plaintiff's attorney, it is ordered that said entry of default be and the same is approved and confirmed.

Plaintiff was sworn and testified, and a witness was sworn and testified in corroboration of plaintiff's testimony as to residence. From the evidence thus adduced, the Court finds that the plaintiff has been a bona fide resident of Idaho for more than six full weeks next precedint the commencement of this action; that plaintiff and defendant were married at Carlin, Nevada, on the 21st day of April, 1946, and ever since have been and now are wife and husband; that there are no children born of said marriage; that there is no community real property, but there is community

personal property, consisting of household goods, furniture, etc., which is mortgaged for $100.00; that defendant has treated plaintiff with extreme cruelty, by the infliction upon her of grevious mental suffering.

From the foregoing findings, the Court concludes that the plaintiff is entitled to a decree of divorce from defendant on the ground of cruelty; that plaintiff should be awarded the community personal property; and that she should be restored to her maiden name of Delores C. Studley.

WHEREFORE IT IS ORDERED, ADJUDGED AND DECREE, and this does order, adjudge and decree, that the bonds of matrimony now existing between plaintiff and defendant be and they hereby are dissolved and that each of said parties be restored to the status of a single, unmarried person; that the community household goods and furniture be and it hereby is awarded to plaintiff; that plaintiff be restored to her maiden name of Delores C. Studley.

Dated this 1st day of April, 1949.

Kales E Lowe
District Judge.

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the decree in the above entitled action.

C A Bullen
Clerk of the District Court
Irene Chiesen
Deputy

6303

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF TWIN FALLS

-o-o-o-o-

JAY MARVIN SHELDON, JR.

PLAINTIFF

VS.

AILEEN BOOLIN SHELDON

DEFENDANT

D-E-C-R-E-E

CIVIL CASE No.13783

-o-o-o-o-

THE ABOVE-ENTITLED MATTER having regularly come on for hearing before the Honorable Kales E. Lowe, a Judge of the above-entitled Court, sitting in open court, in the Court Room of the County Court House at Twin Falls, Idaho, on the 1st day of April, 1949; the plaintiff appearing by his attorney, H. B. Clark, Esq., of Twin Falls, Idaho; and the defendant not appearing in person or by an attorney; and

IT APPEARING TO THE COURT that regular and proper summons has been issued and duly served on the defendant; that defendant has failed to appear and answer herein, within the time specified therefor, or at all; and that default of the defendant has been entered herein, which said default is hereby confirmed and approved by the Court;

WHEREUPON, testimony having been introduced in behalf of plaintiff in support of his complaint, and the Court, being fully advised in the premises, finds that plaintiff is, and for more than six weeks last past has been, a bona fide resident of the State of Idaho; that there is no issue of the marriage of the parties hereto; that the parties have no community property; that the parties separated on May 2, 1948, and have not since lived together or cohabited as husband and wife; and that defendant has been guilty of extreme cruelty towards plaintiff.

NOW, THEREFORE, IT IS HEREBY ADJUDGED, DECREED AND ORDERED as follows:

1. That the marital relation heretofore and now existing between the said plaintiff and defendant be, and the same is hereby, dissolved, and that the said plaintiff be, and he is hereby, forever divorced from said defendant.

Dated at Twin Falls, Idaho, this 1st day of April, 1949.

KALES E. LOWE
DISTRICT JUDGE

State of Idaho }
County of Twin Falls } ss

I hereby certify the above and foregoing to be a full, true and correct copy of the original decree in said action.

C. A. Bulles
Clerk of the District Court
Irene C. Nielsen
Deputy

DISTRICT COURT
Seventh Judicial District
County of Twin Falls, State of Idaho
FILED APR 1 - 1949
C. A. Bulles Clerk
Irene C. Nielsen Deputy Clerk

Entered APR 1 - 1949

X

6304

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

Ethel Lucille Hart, Plaintiff,

vs.

Louis Calvin Hart, Defendant.

DECREE OF DIVORCE

DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Twin Falls State of Idaho
FILED
APR 8 - 1949
C. A. Bulles
Entered

This matter came on regularly for hearing in the above entitled Court on the 17th day of December, 1948, at the hour of 2:00 o'clock p.m. Plaintiff appeared in person and by her attorney J. W. Taylor Esquire, and defendant appeared not, either in person or by attorney. The defendant having been duly and regularly served with process herein and the time allowed by law for him to answer or otherwise appear, and no appearance having been made by defendant or in his behalf, and his default having been duly entered, testimony was submitted by the plaintiff and witnesses in her behalf, and the Court being fully advised in the matter finds that all the allegations of the plaintiff's complaint are true and that the plaintiff is entitled to a decree of divorce from the defendant upon the ground of extreme cruelty, as prayed in her complaint.

It is therefore ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, dissolved, and each of said parties is restored to the status of a single, unmarried person.

Dated April 8th, 1949.

Hugh A. Baker
District Judge

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original in the above entitled action.

C. A. Bulles
Clerk of the District Court

Irene C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY

- - - - - - -

MARIE BRIGHT,
PLAINTIFF

VS.

ROY BRIGHT,
DEFENDANT

DECREE OF DIVORCE

#13797

DISTRICT COURT
Eleventh Judicial District
State of Idaho, In and For Twin Falls County
FILED APR 8 - 1949
C. A. Bullen Clerk
By Irene Nielsen Deputy Clerk

Entered APR 8 - 1949

- - - - - - -

This matter came on regularly for hearing on the 8th day of April, 1949, at the hour of 2:00 o'clock P.M., before the undersigned District Judge sitting without a jury. Plaintiff appeared in person and by her attorney, J. W. Taylor, esquire, and defendant failed to appear, either in person or by attorney. Defendant having been duly and regularly served with process herein, and the time allowed by law for him to answer or otherwise appear having expired, and no answer or other appearance having been made by him or in his behalf, and his default having been duly entered, testimony was submitted by plaintiff and witnesses in her behalf. The Court having heard the evidence and being fully advised in the matter, finds that all the allegations of phanitiff's complaint are true, and that plaintiff is entitled to a decree of divorce from defendant on the ground of extreme cruelty, as prayed in her complaint, and is entitled to the custody of Norma Lee Bright and Mary Lou Bright, the minor daughters of the parties hereto, and that the defendant is entitled to the custody of Bobby Bright and Ronnie Bright, the minor sons of the parties and that $50.00 per month is the reasonable sum to be allowed for support money for the support of the said minor daughters of the parties and that the plaintiff is entitled to have decreed to her the household furniture and equipment of the parties as her seperate property.

It is therefore ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, dissolved, and each of the said parties is restored to the status of a single, unmarried person, and that the care, custody and control of Norma Lee Bright and Mary Lou Bright, the minor daughters of the parties be and the same are, awarded to the plaintiff; that the defendant be, and he hereby is, required to pay the plaintiff the sum of $50.00 per-month for the support of the said minor daughters; and that the household furniture and equipment of the parties be and the same hereby are awarded to the plaintiff as her separate property.

It is further ordered, adjudged and decreed that the care, custody and control of Bobby Bright and Ronnie Bright, the minor sons of the said parties be, and the same hereby are, awarded to the defendant; and that each of the said parties shall have the right to visit their minor children in the custody of the other party at reasonable times.

Dated April 8th, 1949.

Hugh A. Baker
District Judge

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the decree entered in the above entitled action.

C. A. Bullock
Clerk of the District Court
Irene C. Nielsen
Deputy

6306

COPY

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT FOR THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

#13844

HERTA LAZARSFELD, Plaintiff

VS

PAUL F. LAZARSFELD, Defendant.

DECREE OF DIVORCE.

C A Bullen
Irene C Nielsen
Entered

THIS CAUSE OF ACTION, coming on regularly for hearing before the Judge of the above entitled Court, on this 8th day of April, 1949; the plaintiff being present in person and by her attorney, O. P. Duvall, of Twin Falls, Idaho. The defendant being absent, but represented by his attorney of record, A. J. Myers, of Twin Falls, Idaho.

A demurrer having been filed to said complaint, said demurrer having been called up by the Court, counsel for said defendant informed the Court, that he wished to withdraw said demurrer and refused to plead further.

The plaintiff thereupon offered proof as to her residence and evidence in support of all the allegations in her said complaint; and after all the evidence was in and the Court being fully advised in the premises, enters his finding and judgment as follows:

That the plaintiff, Herta Lazarsfeld, is and actual bona fide resident of Sun Valley, Idaho, and has been for more than six weeks prior to the filing of this action. That the defendant, Paul F. Lazarsfeld, is guilty of Extreme Cruelty towards this plaintiff, and that the plaintiff is entitled to the relief prayed for in her said complaint. That plaintiff's name prior to her said marriage to said defendant was Herta Herzog.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the Plaintiff, Herta Lazarsfeld, be and she is hereby, divorced from the said defendant, Paul F. Lazarsfeld, and that the contract of marriage heretofore entered into between them, be and the same is hereby dissolved.

It is further ORDERED that plaintiff's name be restored to HERTA HERZOG.

Given under my hand at Twin Falls, Idaho, this 8th day of April, 1949.

HUGH A BAKER.
DISTRICT JUDGE.

C A Bullen
Irene C Nielsen
Deputy

(1 copy)

6307

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

VALENE MAYS, Plaintiff, vs. LONNIE MAYS, Defendant.	)	DECREE OF DIVORCE.

#13876
DISTRICT COURT
Eleventh Judicial District
State of Idaho
FILED
C. A. Bullock Clerk
By Irene C. Nielsen Deputy Clerk
Entered APR 8 - 1949

The above entitled action came on regularly for hearing before the Court on this 8th day of April, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn & Rayborn, and the defendant appearing not, either in person or by attorney; and it satisfactorily appearing to the Court that due service of Summons and complaint in said action has been made upon the defendant, and the defendant having duly acknowledged receipt of said service, but has failed and refused to appear and answer or otherwise plead to said complaint, and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired, and the default of the said defendant having been heretofore duly entered; and evidence having been adduced on behalf of the plaintiff in support of her complaint, and the matter having been fully submitted to the Court for decision, the court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations in plaintiff's complaint are true, that the said defendant has been guilty of extreme cruelty, and that the plaintiff is entitled to a Decree of Divorce from the defendant; the Court further finds that the plaintiffs maiden was Valene Snelson, and that she is entitled to be restored to said maiden name of Valene Snelson.

NOW THEREFORE, On Motion of Rayborn & Rayborn, attorneys for the plaintiff, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be and the same are wholly dissolved, and the parties forever freed from the obligations thereof.

2. Plaintiff is hereby restored to her former and maiden name of Valene Snelson.

Dated this 8th day of April, 1949.

Hugh a Baker
District Judge

State of
County
I hereby
copy of the

Ca Bullen
Clerk of said District Court
Irene C Nielsen
Deputy

6308

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

DARLENE MORAN,	Plaintiff,)	
	(	
vs	)	DECREE OF DIVORCE.
	(	
E. CARROLL MORAN,	Defendant.)	

B.V.S.

This matter came on regularly for hearing on the fifteenth day of April 1949 at 2.00 o'clock P.M., before the undersigned District Judge, sitting without a jury. Plaintiff appeared in person and by her attorney J. W. Taylor, Esquire, and defendant did not appear either in person or by attorney. The time allowed by law and a further time allowed by the Court for defendant to answer or demur having expired and no answer or demurrer having been filed herein, and the default of the defendant having been duly entered, testimony was submitted by the plaintiff and witnesses in her behalf, and the Court having heard the evidence and being fully advised in the premises, finds that all the allegations of the plaintiff's complaint are true and that plaintiff is entitled to a decree of divorce upon the grounds of willful neglect and extreme cruelty, as prayed in her complaint.

It is therefore ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, dissloved, and each of the parties is restored to the status of a single, unmarried person.

It is further ordered, adjudged and decreed that the care, custody and control of Diane Moran and Sharon Moran, the minor daughters of the parties hereto be, and the same hereby are, awarded to the plaintiff; that the defendant shall have the right to visit said children at all reasonable times so long as he shall keep up the payments hereinafter provided for the support of said minor children, and provided that he shall not attempt to interfere with the plaintiff's custody of said minor children, and shall not remove, or attempt to remove said children from the State of Idaho without an order of this Court permitting him to do so.

It is further ordered, adjudged and decreed that the defendant pay, and

he is hereby required to pay to the Plaintiff the sum of $50.00 for the support of said minor daughters per month, beginning as of the First day of May, 1949, and monthly thereafter on the first day of each and every month, and the sum of $25.00 for costs incurred in this action, and the further sum of $100.00 as an attorneys fee for the prosecution of this action and which sum shall be in payment of both temporary and final attorneys fee herein. The said sum of $25.00 costs and the said sum of $100.00 attorneys fee to be paid on or before May 1, 1949.

Dated this fifteenth day of April, 1949.

Hugh A. Baker
District Judge.

DISTRICT COURT

C A Bulles
Irene C Nielsen
Deputy Clerk

Entered

C A Bulles
Irene C Nielsen
Deputy Clerk

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

#13811

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED APR 15 1949
C. A. Bullen Clerk
Irene C. Nielsen Deputy Clerk
Entered APR 15 1949

W. W. McNEELY, Plaintiff,

vs

EMMA McNEELY, Defendant.

DECREE OF DIVORCE.

B.V.S.

THIS MATTER came on to be heard before the above entitled Court on the 15th day of April, 1949. Plaintiff appeared in person and by his attorney, J. H. Barnes; defendant made no appearance. It is shown to the Court, by an affidavit attached to the summons, that, pursuant to affidavit and order, personal service of the summons and complaint herein was made on the defendant outside the State of Idaho, to-wit, in the State of California, on the 19th day of March, 1949; it appearing further that said defendant did not make any appearance herein between the 19th day of March, 1949, and the 11th day of April, 1949, and that on the latter date the Clerk of this Court entered the default of the defendant for failure to appear and plead within the time allowed by law; now, on motion of plaintiff's attorney, IT IS ORDERED that said entry of default be and the same hereby is approved and confirmed.

The plaintiff was sworn and testified, and a witness was sworn in testified in corroboration of plaintiff's testimony as to length of residence. From the evidence thus adduced, the Court finds that plaintiff had been a bona fide resident of Idaho for more than six full weeks next preceding the commencement of this action; that plaintiff and defendant were married at Reno, Nevada, February 20th, 1946; that there are no children born of said marriage, and no property belonging to said community; that on or about the 1st day of October, 1946,

defendant seperated herself from plaintiff with intent to desert him, and ever since has lived seperate and apart from him, without his consent and against his will.

WHEREFORE IT IS ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the bonds of matrimony now existing between plaintiff and defendant be and the same hereby are dissolved upon the ground of defendant's wilful desertaion of plaintiff, and that each of said parties be and they hereby are restored to the status of single, unmarried persons.

Dated this 15th day of April, 1949.

/s/ Hugh A Baker
District Judge.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the Decree.

C A Bulles
Clerk of the District Court
Irene C Nielsen
Deputy

X

Copy

6310

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

#13832

MARY PETERSON,

Plaintiff,

vs.

MARVIN PETERSON,

Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED APR 15 1949
Ott Bulle Clerk
By Irene C Nielsen Deputy Clerk

DECREE OF DIVORCE.

Entered APR 15 1949

The above entitled action came on regularly for hearing before the Court on the 15th day of April, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn & Rayborn, and the defendant having failed, refused and neglected to appear in said action either in person or by attorney; and it satisfactorily appearing to the Court that due service of Summons and complaint in said action has been made upon the defendant, and the default of said defendant having been heretofore duly entered;

And evidence having been adduced on behalf of the plaintiff in support of her complaint, and the matter having been fully submitted to the Court for decision. The Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations in plaintiff's complaint are true and that the said defendant has been guilty of extreme cruelty, and that the plaintiff is entitled to a Decree of Divorce from the defendant.

The Court further finds that the property settlement Agreement entered into between the parties hereto, which was introduced in evidence as Plaintiff's Exhibit "A" is fair and equitable to both parties and same is by the Court approved and made a part of this Decree of Divorce.

NOW THEREFORE, On Motion of Rayborn & Rayborn, attorneys for the plaintiff, it is Hereby ORDERED, ADJUDGED AND DECREED as follows;

1. That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be and the same are hereby dissolved, and the parties forever freed from the obligations thereof.

2. It is further Ordered, that the property settlement agreement herein marked plaintiff's Exhibit "A" be and is hereby made a part of this Decree of Divorce, and the same is hereby approved and confirmed.

3. It is further Ordered, that the plaintiff is hereby awarded the care, custody and control of MARY ELIZABETH PETERSON, six years of age, the minor child of the plaintiff and defendant.

The defendant herein, is hereby ordered to pay to the plaintiff the sum of $30.00 per month for the support and maintenance of said minor child. Said payments to be made on the 1st day of each and every month, beginning on the 1st day of May, 1949.

Dated this 15th day of April, 1949.

Hugh A Baker
District Judge.

State of Idaho }
Co[illegible] Falls } ss

I h[illegible] true and correct
Dup[illegible]

C A Bulles
Clerk of the District Court
Irene C Nielsen
Deputy

6311

In The District Court of the Eleventh Judicial District of the State of Idaho, within and for Twin Falls County.

Gladys Evelyn Brandon, Plaintiff,)
vs.)
Francis Earl Brandon, Defendant.)

JUDGMENT and DECREE.

The above entitled matter came regularly on before the Court on this 15th day of April,1949, Hon. Hugh A. Baker, District Judge, presiding, the plaintiff appearing in person and by her attorney, Everett M. Sweeley, and the defendant appearing by his attorney, H.B.Clark, Esquire,

Whereupon the defendant by his attorney in open court waived right to file amended cross complaint and refused to file further pleading,

Whereupon, witnesses were called, sworn and examined in behalf of plaintiff, cross examination being waived by defendant, and certain documentary Evidence was received in evidence, and the plaintiff rested,

Whereupon defendant rested without offering any testimony,

Both parties in open court specifically waived findings of fact and conclusions of law and consented to immediate making and entry of judgment,

And the Court being informed in the premises, and being of the opinion that plaintiff is entitled to and should have judgment as prayed in the complaint,

It Is Ordered, Adjudged and Decreed that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby dissolved, and the plaintiff is absolutely divorced from the defendant,

It Is Further Ordered, Adjudged and Decreed that the custody of the minor children of the parties, Debrah Brandon, Daughter, and Dwight Brandon, Son, together with their care is awarded to and placed solely in the plaintiff, but with rights of visitation and company as provided for by the agreement of the parties admitted in evidence as plaintiff's Exhibit A, which the Court, deeming it for the best interests of the said minor children, hereby approves and adopts and incorporates the provisions of said Exhibit A herein by reference to the same force and effect as though here set forth in full,

It Is Further Ordered, Adjudged and Decreed that the defendant pay to the plaintiff for the care and suuport of the said children, during the time they are with her, the sum of Thirty Five ($35.00) per month for the first two years from and after the date hereof, payment to be made on or before the 15th of each month, beginning May 15th,1949, and after the first two years at the rate of Fifty ($50.00) per month during the minority of the said children or or before the 15th of each month.

Given under my hand at Twin Falls, Idaho, this 15th day of April,1949.

(Signed) Hugh A. Baker

District Judge.

C.A. Bullen, Clerk
Irene C. Nielsen, Deputy

#13711

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED APR 15 1949
C.A. Bullen, Clerk
Irene C. Nielsen, Deputy Clerk
APR 15 1949

COPY

6312

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

- - - - - -

LOREN ANDERSON,

Plaintiff,

vs.

THELMA ANDERSON,

Defendant.

DECREE OF DIVORCE.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED APR 21 1949
O. R. Bulle Clerk
Irene C. Nielsen Deputy Clerk
Entered APR 21 1949

This cause came on regularly for hearing on this 21st day of April, 1949 before the Honorable Hugh A. Baker, one of the judges of the above entitled Court, sitting in open court, the plaintiff appearing in person and by and through his attorneys, Rayborn and Rayborn, and the defendant appearing by Lawrence B. Quinn, one of her attorneys; and the defendant withdrew her cross-complaint and refused to plead further, and consented that default of the said defendant be entered, and default of the defendant was entered by the clerk of the above entitled Court according to law.

WHEREUPON, evidence was introduced and admitted from which it appears that each and all of the material allegations of the plaintiff's complaint having been established by competent evidence and the allegations of the plaintiff's complaint as to his residence having been duly corroborated by competent testimony.

And it further appearing that a property settlement between the parties having been entered into, and the said property settlement being introduced and found by the Court to be fair and equitable, and the same was by the Court approved.

And the Court, being fully advised in the premises, on motion of attorneys for plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED, as follows, to-wit:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and the same are hereby, wholly dissolved and the parties hereto are restored to the status of

unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the property settlement is equitable, fair and just, and that the property settlement agreement, a copy of which is hereto annexed, marked "Exhibit A", be, and the same is hereby, approved and confirmed; and that said property settlement as contained in said agreement be, and the same is hereby, in all respects approved and confirmed.

Done in Open Court this 21st day of April, 1949.

Hugh A. Baker
District Judge.

COPY
EXHIBIT A

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

LOREN ANDERSON, plaintiff, vs THELMA ANDERSON, Defendant.	PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made and entered into this 25th day of March, 1949, by and between Loren Anderson, plaintiff in the above entitled action, hereinafter referred to as the party of the first part of Twin Falls, Idaho, and Thelma Anderson, defendant in the above entitled action, hereinafter referred to as the party of the second part of Sydney, Australia, WITNESSETH:

That the parties hereto, since the 9th day of September, 1946 have been and are husband and wife one of the other and are unable to reconcile their difficulties and now desire to enter into a property settlement agreement,

WHEREAS, The parties are now living separate and apart and have irreconcilable differences which have arisen and now exist between the parties and an action for divorce between said parties is now pending in the District Court of the Eleventh Judicial District of the State of Idaho, in and for the County of Twin Falls, wherein the party of the first part is plaintiff and the party of the second part is defendant and cross-complainant and said party of the first part is praying for a divorce and said defendant and cross-complainant has prayed for separate maintenance.

WHEREAS, Irrespective of the final determination by the Court in said action, the parties at this date desire to adjust and settle all rights of property existing between them and all obligations of the party of the first part to

support and maintain the party of the second part in the event a divorce is eventually granted in that certain action for divorce between said parties now pending in the District Court of the Eleventh Judicial District of the State of Idaho, in and for the County of Twin Falls, and,

WHEREAS, Each party hereto has given the subject matter hereof great thought and attention and has been advised by counsel and is fully aware of all of the matters and things effected hereby, and the provisions hereof, and by them deemed to be fair and equitable under all of the facts and circumstances,

NOW, THEREFORE, For and in consideration of the premises and the covenants and agreements hereinafter expressed, all to be fully kept and faithfully performed upon the part of each of the parties hereto, the said parties do hereby mutually agree as follows:

I.

That the plaintiff is to pay to the defendant $2950.00 (Two Thousand Nine Hundred and Fifty and no/100 Dollars) and to pay to defendant's attorneys $250.00 (Two Hundred and Fifty and no/100 Dollars) plus court costs, which, it is agreed, will not exceed $11.00 (Eleven and no/100 Dollars), as a full and complete settlement of their property rights; and that, in consideration of said payments, the defendant acknowledges full and complete satisfaction of all demands that she now has or might hereafter have against the plaintiff by reason of the order heretofore made by the court, which order appears of record and is a part of the files and records of this case; and defendant acknowledges said payments as a full satisfaction for all demands for alimony, support money, separate maintenance, and any and all other demands of every kind and nature against said plaintiff.

It is further agreed by and between the parties hereto from and after the execution of this agreement that the earnings of each of the parties hereto shall be the sole and separate

property of the one so earning same.

It is further agreed and understood that the party of the first part shall be liable for all income taxes on income received by the parties hereto up to the date of the execution of this Agreement; and that hereafter each of the parties hereto shall be liable for the payment of any income taxes due from their earnings or from their property.

Except as herein to the contrary provided, the parties shall and do hereby mutually forever release, acquit and discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may hereafter have against the other by reason of any matter, cause or thing up to the date of the execution of this agreement, it being the intention of the parties that henceforth there shall be as between them only such rights and obligations as are specifically provided in this agreement; and that further, the parties hereto do each mutually release each other from all obligations of support and maintenance and that the party of the second part shall not make any demand upon the party of the first part for any properties or moneys during his lifetime or from his estate after his death on account thereof, except as otherwise herein provided, and likewise, the party of the party of the first part shall not make any such demand against any of the property of the party of the second part or against her estate.

The parties have incorporated in this agreement their entire understanding and no oral statements or promises prior to this agreement shall have any force or effect. The parties hereto declare that each has had individual legal advice by counsel of his or her own selection; that each understands the facts and has been fully informed of all legal rights, and liabilities and that after such advice and knowledge each believes the

agreement to be fair, just and reasonable and that each signs the agreement freely and voluntarily.

And it is further agreed and understood by and between the parties hereto that that certain automobile which the plaintiff owns shall be his sole and separate property, and that the personal effects of the parties hereto which the defendant has in her possession shall be the sole and separate property of the defendant.

It is further agreed that the terms of this agreement may be included in and made a part of the decree of divorce when and if the Court should grant a divorce.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year first above written.

Loren D. Anderson
Party of the First Part

Thelma Anderson
Party of the Second Part

COMMONWEALTH OF AUSTRALIA)
STATE OF NEW SOUTH WALES)
CITY OF SYDNEY) SS.
CONSULATE GENERAL OF THE)
UNITED STATES OF AMERICA.)
Sydney, Australia

On this 25th day of March, 1949, before me, the undersigned Herbert Gordon, a duly appointed, accredited and acting Counsel of the United States of America, resident of Sydney, Australia, personally appeared Thelma Anderson, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal)

Herbert Gordon
Vice Counsel of the United States of America

Service No. 1300
Item No. 28
Fee $2.00 - 12s.8d. (Stamp)

STATE OF IDAHO,)
(ss.
County of Twin Falls,)

On this ~~20th~~ day of ~~April~~, 1949, before me the undersigned, a Notary Public in and for said State and County, personally appeared Loren Anderson, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

E. M. Rayborn
Notary Public for Idaho
Residence: Filer, Idaho

My commission expires 4/16/53

We, the undersigned attorneys for the defendant, have read the above Agreement, and approve same.

Murphy and Maloney
Attorneys for Defendant & Cross-Complainant
Residing at Sidney, Australia

Lawrence B. Quinn
Attorneys for Defendant & Cross-Complainant
Residing at Twin Falls, Idaho

We, the undersigned attorneys for the plaintiff, have read the above agreement, and approve same.

Rayborn & Rayborn
Attorneys for Plaintiff
Residing at Twin Falls & Filer, Idaho

State of Idaho)
County of Twin Falls)

C. A. Bullock
Clerk of the District Court
Irene C. Nielsen
Deputy

COPY

6313

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

* * * * * * * * *

PATRICIA ARNOLD,
Plaintiff,
vs.
JAMES M. ARNOLD,
Defendant.

#13807

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho

DECREE OF DIVORCE.

FILED APR 22 1949
C. A. Bullen Clerk
Irene C. Nielsen Deputy Clerk

* * * * * * * * *

Entered APR 22 1949

THIS CAUSE Came on regularly for hearing on the 22nd day of April, 1949, before Honorable Hugh A. Baker, one of the judges of the above entitled Court, sitting in open court, the plaintiff being represented by her attorneys, Rayborn and Rayborn, and the defendant not appearing either in person or by counsel.

And it appearing to the Court that the defendant has heretofore been duly and regularly served with Summons and copy of Complaint in the above entitled action, and has filed herein his appearance, and has refused to plead to or answer plaintiff's complaint, and has consented that his default may be entered herein; and that the default of said defendant for such failure to appear and answer plaintiff's complaint has been duly entered by the clerk of the above entitled Court according to law.

Thereupon evidence was introduced and admitted from which it appears that each and all of the material allegations of the plaintiff's complaint have been established by competent evidence and the allegations of the plaintiff's complaint as to her residence have been duly corroborated by competent testimony;

And the Court, being fully advised in the premises, on Motion of attorneys for plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED as follows, to-wit:

1. That the bonds of matrimony heretofore existing between the plaintiff, Patricia Arnold, and the defendant, James M. Arnold,

be, and they are hereby, dissolved and the parties restored to the status of unmarried persons.

2. That the plaintiff be, and she is hereby, restored to her maiden name of Patricia Goodyear.

Done in Open Court this 22nd day of April, 1949.

Hugh A. Baker
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby attest the foregoing to be a full, true and correct copy of the record in said cause.

C. A. Bullen
Clerk of the District Court
Irene C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

- - - - - -

John Crow,

Plaintiff,

vs.

Lura M. Crew,

Defendant.

#13375

COPY
DISTRICT COURT
Eleventh Judicial District
State of Idaho
C.A. Bullen
Irene C. Nielsen
Deputy Clerk
Entered APR 22 1949

- - -

D E C R E E .

This cause having come on regularly to be heard at the regular April,1949 term of said court on the 22nd day of April,1949, at the court room of said court in Twin Falls, Twin Falls County, State of Idaho, with the plaintiff appearing in person and by his attorney W.L.Dunn,Esq.,and the defendant neither appearing in person or by counsel, and it further appearing that due and legal service of summons had been had upon said defendant by publication as required by law and the time for answer thereto having expired and the Clerk's default having been duly filed and entered in said cause,the court proceeded to hear the testimony of witnesses duly sworn and examined in support of plaintiff's complaint and the matter being finally submitted and the court being fully advised in the premises, finds that the defendant has treated plaintiff with extreme cruelty to the extent of causing plaintiff great and grievous mental and physical suffering and distress and that the allegations of plaintiff's complaint are fully sustained,

Wherefore, NOW, THEREFORE upon motion of W.L.Dunn,counsel for the plaintiff it is Hereby ORDERED, ADJUDGED and DECREED:

That the bonds of matrimony heretofore existing between the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony.

Dated April 22,1949.

Hugh A. Baker
DISTRICT JUDGE.

County of Twin Falls, State of Idaho, I hereby certify the within instrument to be a full, true and correct copy of the original thereof as the same appears of record in my office. Witness my hand and seal this 22 day of April 1949.
C.A. Bullen
Irene C. Nielsen
Deputy
Clerk of the District Court

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

13677

DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Twin Falls, State of Idaho

FILED APR 22 1949
C. A. Bellers, Clerk
Entered APR 22 1949

ALICE KRUSE,
Plaintiff,
-vs-
LESTER KRUSE,
Defendant.

DECREE OF DIVORCE (COPY)

Now on this 22nd day of April, 1949, this matter came on for hearing to the Court. Plaintiff appeared in person and by Earl E. Walker, Esq., her attorney herein. The defendant did not appear. Witnesses were sworn and testified on behalf of the plaintiff after which the matter was submitted to the Court for its decision.

Upon consideration of the files and of the evidence, the Court finds that the defendant, Lester Kruse, has appeared herein by counsel; that the said defendant has wholly failed to Answer or otherwise plead to the Amended Complaint filed herein by the plaintiff although the time for so doing has expired and is in default and that the defendant's default has been duly entered against him by the Clerk of this Court. The Court further finds that the material allegations of plaintiff's complaint are true; that the defendant is guilty of extreme cruelty toward the plaintiff and that by reason thereof the plaintiff is entitled to a divorce from the defendant. The Court further finds that the plaintiff is a suitable and proper person to have the custody of the minor children of the parties hereto and that the custody of said minor children should be awarded to the plaintiff, with the provision, however, that in the event LaVonna Kruse, the daughter of the parties hereto, should choose to live with her father, the defendant herein, that she be at liberty so to do. The Court further finds that the sum of $20.00 per month is a fair and reasonable amount to allow the plaintiff from the defendant for the support of each of said minor children while they are in the custody of the plaintiff.

WHEREFORE, It is decreed by the Court:

1. That the plaintiff be and she hereby is divorced from the defendant.

2. That the plaintiff have the custody of the minor children of the parties hereto, to-wit: LaVonna Kruse and Keith Kruse, with the provision, however, ~~that in the event~~

~~the said LaVonna Kruse should wish to reside with her father, the defendant herein, that she shall be at liberty so to do.~~ and that defendant have the right to visit children at reasonable times.

3. That the defendant pay to the plaintiff, for the support of said minor children, the sum of $20.00 per month for each child, beginning on the 1st day of May, 1949, such sums to be paid to the said plaintiff by the defendant only as such children are actually in her custody and under her care. In the event the said LaVonna Kruse should choose to live with her father, the defendant, he shall not be required to pay the plaintiff for her support during the times that such child is actually in his home and being supported by him.

Done in open Court this 22nd day of April, 1949.

Hugh A Baker

DISTRICT JUDGE.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C A Reese
Clerk of the District Court

Deputy

6316

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

#13760
DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED APR 22 1949
C. A. Bullen Clerk
By Gene C. Nielsen Deputy Clerk
Entered APR 22 1949

ELEANOR MAE MC LANE,

Plaintiff,

-vs-

LLOYD MC LANE,

Defendant.

DECREE OF DIVORCE

(COPY)

Now on this 22nd day of April, 1949, this matter came on for hearing to the Court. Plaintiff appeared in person and by Earl E. Walker, Esq., her attorney. The defendant did not appear. Witnesses were sworn and testified on behalf of the plaintiff after which the matter was submitted to the Court for its decision. Upon consideration of the files and of the evidence, the Court finds that good and sufficient service of summons was had on the defendant; that the defendant has withdrawn his Answer to plaintiff's Amended Complaint and has refused to plead further to said Amended Complaint and that by reason thereof the defendant is in default and that the defendant's default has been duly entered against him by the Clerk of this Court. The Court further finds that the Stipulation entered into by the parties hereto and on file herein is fair and reasonable and that the terms and conditions thereof should be and the same are hereby approved. The Court further finds that the material allegations of plaintiff's complaint are true; that the defendant has been guilty of extreme cruelty toward the plaintiff and that by reason thereof the plaintiff is entitled to a divorce from the defendant. The Court further finds that the plaintiff is a proper person to have the custody of Walter Bruce McLane and that the defendant should have the right to visit said child at reasonable times. The Court further finds that the sum of $60.00 per month is a fair and reasonable amount to allow the plaintiff from the defendant for the support and maintenance of the said minor child of the parties hereto.

WHEREFORE, It is decreed by the Court:

1. That the plaintiff be and she hereby is divorced from the defendant.

2. That the plaintiff have the custody of Walter Bruce McLane, the minor child of the parties hereto and that the defendant have the right to visit said child at reasonable times.

3. That the defendant pay to the plaintiff, for the support of said child, during the month of February, 1949, the sum of $50.00 and that such payment be made within a reasonable time.

4. That, in addition to the above, the defendant pay to the plaintiff, within a reasonable time, the sum of $17.30 expended by her for costs herein.

5. That the defendant pay all medical, doctor and hospital bills incurred by the plaintiff for her confinement during the birth of the minor child of the parties hereto and for medical attention and treatment for said child incurred prior to this date.

6. That the defendant pay to Earl E. Walker, the attorney for the plaintiff herein, in addition to the sum of $50.00 paid prior to this time, the sum of $100.00 as attorney fee such sum to be paid at the rate of $25.00 per month beginning on the 1st day of May, 1949, and to continue on the 1st day of each month thereafter until said sum of $100.00 is fully paid.

Done in open Court this 22nd day of April, 1949.

Hugh A Baker
DISTRICT JUDGE.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bulles
Clerk of the District Court
Irene C Nielsen
Deputy

6317

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS #13790

LOIS HARVEY
Plaintiff
vs.
CLARENCE HARVEY
Defendant

DECREE OF DIVORCE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED
C. A. Bellows
Clerk
Entered Apr. 22, 1949
Deputy Clerk

Now on this day, the above entitled matter coming on regularly to be heard, the plaintiff appearing in person and by her Attorney, G. R. Dibble, Esq., and the defendant, who has been regularly served with a summons and complaint, and having failed to appear and answer to the Plaintiff's complaint filed herein, and the default of said defendant having been duly and regularly entered by the Clerk of this court for his failure to appear and answer to the plaintiff's Complaint; and the legal time for answering having expired, said defendant is now adjudged to be in default herein. The Court having heard the evidence and duly considered the same, finds that all the allegations of the plaintiff's complaint are true, and that the plaintiff is entitled to a decree of divorce from the defendant on the ground of extreme cruelty as prayed in her complaint;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony existing between the plaintiff and defendant, be, and the same are dissolved, and each of said parties is hereby restored to the status of a single unmarried person;

FURTHER ORDERED That the custody of the infant children of the parties Betty Harvey, age 17, and Billie Harvey, age 14, be and is hereby awarded to the plaintiff, with leave of the defendant to visit them at reasonable times.

Done in open Court this 22 day of April, 1949

Hugh A Baker.
District Judge

State of Idaho)
County of Twin Falls)

I hereby certify that the above and foregoing is a full, true and correct copy of the original decree of divorce as the same appears of record and on file in my office.

C. A. Bellows
Clerk of the District Court

Deputy

COPY

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

13810

DOROTHY CROUCH,

Plaintiff,

vs.

BOBBIE CROUCH,

Defendant.

DECREE OF DIVORCE.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED APR 22 1949
C. A. Bullen Clerk
Irene C. Nielsen Deputy Clerk
Entered APR 22 1949

THIS CAUSE Came on regularly for hearing on the 22nd day of April, 1949, before Honorable Hugh A. Baker, one of the judges of the above entitled court, sitting in open court, the plaintiff being represented by her attorneys, Rayborn & Rayborn, and the defendant not appearing either in person or by counsel.

And it appearing to the Court that the defendant has heretofore been duly and regularly served with Summons and copy of Complaint in the above entitled action and has filed herein his appearance, and has refused to plead to or answer plaintiff's complaint and has consented that his default may be entered herein, and that the default of said defendant for such failure to appear and answer plaintiff's complaint has been duly entered by the Clerk of the above entitled Court according to law;

Thereupon evidence was introduced and admitted from which it appears that each and all of the material allegations of plaintiff's complaint have been established by competent evidence and the allegations of plaintiff's complaint as to her residence have been duly corroborated by competent testimony;

And the Court being fully advised in the premises, on Motion of attorneys for plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED, as follows, to-wit:

1. That the bonds of matrimony heretofore existing between the plaintiff Dorothy Crouch, and the defendant Bobbie Crouch, be, and they are hereby dissolved, and the parties

hereto restored to the status of unmarried persons.

2. Plaintiff is hereby awarded the care, custody and control of Steven Crouch, minor child of the parties hereto.

Dated this 22nd day of April, 1949.

Hugh A. Baker
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bullen
Clerk of the District Court
Irene C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

#13766

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED APR 26 1949
Cal Burrell Clerk
By Irene C Wilson Deputy Clerk
Entered APR 26 1949

MARY ANN WRIGHT, Plaintiff,

vs

RAY C. WRIGHT, Defendant.

DECREE OF DIVORCE

THIS MATTER came on to be heard before the above entitled Court on the 22nd day of April, 1949. Plaintiff appeared in person and by her attorney, J. H. Barnes; defendant did not appear. It is shown to the Court that, pursuant to affidavit and order, service of the summons in this action was had on the defendant by publication; that the last day of publication was March ~~25th~~ 31st, 1949, and that the defendant has not made any appearance herein within twenty days following said last publication; it appears further that the Clerk of our Court has entered the default of the defendant for failure to appear and plead within the time allowed by law; now, on motion of plaintiff's attorney, IT IS ORDERED that said entry of default be and it hereby is approved and confirmed.

The plaintiff was sworn and testified, and a witness was sworn and testified in corroboration of plaintiff's testimony as to residence. From the evidence thus adduced, the Court finds that the plaintiff had been a bona fide resident of the State of Idaho for more than six weeks next preceding the commencement of this action; that plaintiff and defendant were married at Des Moines, Iowa, on the 19th day of April, 1946, and ever since have been and now are wife and husband; that there are no children born of said marriage; that there is no property belonging to the

community consisting of plaintiff and defendant; that on or about the 16th day of November, 1947, the defendant voluntarily separated himself from the plaintiff with intent to desert her, and ever since has lived separate and apart from plaintiff.

From the facts thus found, the Court concludes that the plaintiff is entitled to a decree of divorce from the defendant on the statutory ground of wilful desertion.

WHEREFORE IT IS ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the bonds of matrimony now existing between plaintiff and defendant be and the same hereby are dissolved upon the ground of defendant's wilful desertion of plaintiff, and that each of said parties be and they hereby are restored to the status of a single, unmarried person.

Dated this 22nd day of April, 1949.

Hugh A. Baker
District Judge.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled cause.

C. A. Bullen
Clerk of the District Court
Irene C. Nielsen
Deputy

6320

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR TWIN FALLS COUNTY.

HILDA McCALLISTER,)
PLAINTIFF,) 13834
VS) DECREE OF DIVORCE.
L. E. McCALLISTER,)
DEFENDANT.)

DISTRICT COURT
Fifth Judicial District
State of Idaho
Filed
C. A. Bullen
Irene Nielsen
Deputy Clerk
Entered SEP 29 1949

This cause came on regularly for hearing in open court this 22nd day of April, 1949, before the undersigned on the of the Judges of the above entitled court, the plaintiff appearing in person and by her attorney Edward Babcock, and the defendant having been duly and regularly served with summons and complaint, and the defendant having failed to appear and plead to said complaint within the time required by law, and the default of said defendant having been duly entered by the court; whereupon witnesses were duly called regularly sworn and examined in support of the allegations of said complaint and it satisfactorily appearing to the court from the evidence in the case, that the plaintiff and defendant are husband and wife; that the plaintiff is a bona fide resident of the State of Idaho, and has been for more than six weeks next proceeding the commencement of this action and that the material averments of said complaint are sustained by the testimony free from legal exceptions as to its competency, admissibility and sufficiency and that the matters so alledged in said complaint and proved on behalf of the plaintiff are sufficient in law to entitle plaintiff to a judgment and decree of divorce against the defendant. The court being fully advised in the premises both as to the law and the facts, and the making and rendering of findings of fact and conclusions of law having been expressly waived.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

(1) That the bonds of matrimony heretofore existing by and between the plaintiff Hilda McCallister and the defendant L. E. McCallister, be and the same are hereby dissolved and the plaintiff Hilda McCallister is granted and absolute divorce

(2) That the plaintiff Hilda McCallister, be and she is hereby awarded the care, custody and control of the minor daughter Norma Jean McCall-

C. A. Bullen
Irene O'Nielsen

ister of the age of nine years and the minor son Billy Ray MCCallister of the age of five years, with the right of the defendant to visit them at reasonable times.

(3) That the residence now occupied by the plaintiff and situated in Twin Falls County, State of Idaho, and described as follows, to-wit:

Lot Three (3) in Block One Hundred Fifty-one (151)
of Twin Falls Townsite, Twin Falls, Idaho.

is found to be and is hereby decreed to be the sale and separate property and estate of the plaintiff Hilda McCallister.

(4) That the household goods, furniture and fixtures located at the residence above described be and the same are hereby decreed and awarded to the plaintiff as her sole and separate property.

(5) That the certain movable building and lunch stand located in South park, together with that certain 1942 Buick Sedan, Motor No. 44780855, Title No. B602021, be and the same are hereby decreed to the plaintiff as her sole and separate property and estate, and she is hereby authorized and empowered to sell the same and apply the proceeds received from their sale to the payment of the indebtness now a lien against the residence and household goods. The plaintiff to receive all the rent, issues and profits from the lunch counter until sold.

(6) That the plaintiff be and she is hereby awarded, and the defendant is required to pay for not exceeding a six months period, the sum of $150.00 a month for the support and maintenance of the plaintiff and two minor children, said sum to be proportioned equally between them and to be paid one half of said sum or $75.00 on or before the 5th day of May, 1949, one half of said sum or $75.00 on or before the 20th day of May, 1949, and like amounts on or before the 5th and 20th day of each and every month thereafter for a period not exceeding six months. That upon the sale of the lunch counter and the Buick Automobile but or upon payment of the community debts within said period
not later than six months from this date,/the payments required by the defendant for the maintenance and support of the plaintiff and the minor children, be and the same are hereby reduced to the sum of $100.00 a month, the same to be paid in equal monthly installments on or before the 5th and 20th day of each and every month thereafter.

Done in open court this 29th day of April, 1949

Sgd Hugh A. Baker
District Judge.

6321

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

EDNA AGNES JENKINS,

Plaintiff,

-vs-

MELVIN RAY JENKINS,

Defendant.

13838

DECREE OF DIVORCE.

(COPY)

DISTRICT COURT
Eleventh Judicial District
State of Idaho

FILED
C. A. Bullen
Irene C. Nielsen
Deputy Clerk
Entered APR 29 1949

Now on this 29th day of April, 1949, this matter came on for hearing to the Court. Plaintiff appeared in person and by Earl E. Walker, Esq., her attorney. The defendant did not appear. Witnesses were sworn and testified on behalf of the plaintiff after which the matter was submitted to the Court for its decision.

The Court being fully advised in the premises and upon consideration of the files and of the evidence finds that good and sufficient service of summons was had upon the defendant; that the defendant has failed to answer or appear herein although the time for so doing has fully expired and that by reason thereof the defendant is in default and that the defendant's default has been duly entered against him by the Clerk of this Court. That the allegations of plaintiff's complaint are true; that the defendant is guilty of extreme cruelty toward the plaintiff and that by reason thereof the plaintiff is entitled to a divorce from the defendant and that the plaintiff is a fit and proper person to have the custody of the minor child of the parties hereto.

WHEREFORE, it is decreed by the Court:

1. That the plaintiff be and she hereby is divorced from the defendant.

2. That the plaintiff have and she hereby is awarded the custody of Melvin Ray Jenkins, Jr., the minor child of the parties hereto.

Done in open Court this 29th day of April, 1949.

/s/ Hugh W. Baker
DISTRICT JUDGE.

State of Idaho
County of Twin Falls } ss
I hereby certify the within instrument to be a true and correct copy of the original as the same appears of record in my office.
C. A. Bullen
Irene C. Nielsen
Deputy

COPY

6322

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

* * * * * * * * * * *

GLENN PORTER,

Plaintiff,

vs.

MARGUERITE PORTER,

Defendant.

13818

DECREE OF DIVORCE.

DISTRICT COURT
Judicial District
State of Idaho
APR 29 1949
Clerk
Deputy Clerk
Entered APR 29 1949

* * * * * * * * * * *

The above entitled action came on regularly for hearing before the Court on this 29 day of April, 1949, the plaintiff appearing in person and by and through his attorneys, Rayborn and Rayborn, and the defendant appearing not, either in person or by attorney, and it satisfactorily appearing to the Court that due service of summons in said action has been made upon the defendant, Marguerite Porter, by publication in the Times - News for five consecutive Thursdays, and that at least 26 days intervened between the first and last publication; but that the defendant has failed and refused to appear and answer or otherwise plead to said complaint, and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired, and the default of said defendant having been heretofore duly entered!

Evidence having been adduced on behalf of the plaintiff in support of his complaint, and the matter having been submitted to the Court for decision, the Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations in plaintiff's complaint are true and that said defendant has been guilty of wilful desertion, and that the plaintiff is entitled to a decree of divorce from the defendant.

NOW, THEREFORE, On Motion of Rayborn and Rayborn, attorneys for the plaintiff, it is HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony heretofore and now existing

between the plaintiff and the defendant be, and the same are hereby, wholly dissolved, and the parties forever freed from the obligations thereof.

DONE IN OPEN COURT THIS 29 DAY OF APRIL, 1949.

Hugh E Baker
District Judge.

State of Idaho)
County of Twin Falls) ss

I, [illegible] and ex-officio Clerk of the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, do hereby certify that the above and foregoing is a full, true and correct copy of the [illegible] in the above entitled cause, as the same appears of record and on file in my office.

C A Bullen
Irene C Nielsen
Deputy

X

6323

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

BEVERLEY JOAN ZIELGAR, PLAINTIFF,
VS.
CARL FRANK ZIEGLAR, DEFENDANT.

DECREE OF DIVORCE

This cause came on regularly for hearing on the 29th day of April, 1949, at the hour of Two O'clock P. M., before the undersigned District Judge, sitting without a jury. Plaintiff appeared in person and by her attorney, J. W. Taylor, and defendant did not appear either in person or by attorney. Defendant having been duly and regularly served with complaint and summons herein, and the time allowed by law for him to answer or otherwise plead having expired and no answer or other pleading having been filed, and his default herein having been duly entered, testimony was submitted by the plaintiff and by witnesses in her behalf. And the Court having heard the evidence and being fully advised in the matter, finds that all the allegations of the plaintiff's complaint are true and that the plaintiff is entitled to a divorce from the defendant on the ground of extreme cruelty, as prayed in her complaint, and is further entitled to be restored to her maiden name of Beverley Joan Steele.

It is therefore ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, dissolved, and each of the said parties is restored to the status of a single, unmarried person; and that the plaintiff be, and she hereby is, restored to her maiden name of Beverley Joan Steele.

Dated April 29, 1949.

Hugh A. Baker
District Judge

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED APR 29 1949
C. A. Bulles Clerk
Irene C. Nielsen Deputy Clerk
Entered APR 29 1949

State of Idaho
County of Twin Falls } ss
I hereby certify the within instrument to be a full, true and correct copy of the original thereof as the same appears of record in my office.
C. A. Bulles Clerk of District Court
Irene C. Nielsen Deputy

6324

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR WASHINGTON COUNTY

ANNA G. STANDLEY

Plaintiff,

vs.

LOREN STANDLEY

Defendant,

DECREE

THIS MATTER HAVING COME ON REGULARLY TO BE HEARD ON THIS 4th day of October, 1948, the default of the defendant having been duly entered for failure to appear or plead within the time allowed by law; the Court having heard the testimony on behalf of the plaintiff and being fully advised and finding the material allegations of plaintiff's complaint to be true, and the matter having been continued for further proof, now upon further proof having been submitted,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, and this does hereby ORDER, ADJUDGE, AND DECREE, that the plaintiff be and hereby is divorced from the defendant and the marriage heretofore existing between the plaintiff and defendant is hereby dissolved.

A. C. Sutton
District Judge

Dated April 20, 1949

STATE OF IDAHO
County of Washington } ss.

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of Anna G. Standley -vs- Loren Standley is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 20th day of April, 1949.

Naomi Black
Clerk of the District Court

6325

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE IDAHO, IN AND FOR WASHINGTON COUNTY

ELSIE L. GLENN

Plaintiff,

vs.

ROY GLENN

Defendant,

D E C R E E

THIS MATTER HAVING COME ON REGULARLY TO BE HEARD ON THIS 1st day of April, 1949, the default of the Defendant having been duly entered for failure to appear or plead within the time allowed by law; the Court having heard the testimony on behalf of the plaintiff and being duly advised and finding the material allegations of plaintiff's complaint to be true,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does ORDER, ADJUDGE, AND DECREE, that the marriage heretofore existing between the plaintiff and defendant be and hereby is dissolved and that each of the parties to this action is restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the plaintiff's former name of ELSIE L. BERRY be and hereby is restored to her.

A. O. Sutton
District Judge

Dated this 1st day of April, 1949.

STATE OF IDAHO
County of Washington } ss.

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of Elsie L.Glenn -vs- Roy Glenn is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 13th day of April, 19 49.

Naomi Black
Clerk of the District Court

6326

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

COPY

NO. 22051
FILED
_____ A. M. _____ P. M.
MAY 5 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

MARGARET B. PEARSON,

Plaintiff,

vs.

GEORGE E. PEARSON,

Defendant.

DECREE

THIS CAUSE Came on this day to be heard on the complaint of the plaintiff, W. H. Langroise and W. E. Sullivan appearing as attorneys for the plaintiff, and defendant not appearing either in person or by counsel; it appearing to the satisfaction of the court that the summons has been duly and regularly issued, and that the defendant has heretofore been duly and regularly served with said summons, and that the time within which defendant may answer the complaint has expired, and that he has filed no answer or other pleading therein, and the default of the defendant for failure to answer the complaint having been duly and regularly entered upon order of the court. Whereupon, the court proceeded to hear the testimony and examined the evidence offered, and upon the testimony of the plaintiff duly corroborated as to the residence of said plaintiff, it appearing to the court that the allegations of the complaint are sustained by the testimony and are sufficient in law to entitle the plaintiff to the relief prayed for.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, That the marriage heretofore and now existing between the plaintiff and defendant be, and the same is, hereby dissolved, and that the parties are, and each of them is, free from the bonds of matrimony and all the obligations thereof.

Dated: May 5th, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Margaret B. Pearson
vs. No. 22051
George E. Pearson

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 5th day of May, 1949.

By Dora Tiel, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

IRENE A. WITT,

Plaintiff,

vs.

CARL LEE WITT,

Defendant.

DECREE OF DIVORCE

COPY

No. 21889

FILED

A. M. MAY 6 1949

OTTO F. PETERSON, Clerk

By L. CLYDE EAGLESON DEPUTY

THE ABOVE ENTITLED case came on regularly for hearing before the court without a jury, at Boise, Idaho, May 6, 1949. The plaintiff appeared inperson and with her attorney, Ariel L. Crowley. The defendant made no appearance whatever.

It appearing to the court that due and lawful service of summons and complaint had been had and made for the time and in the manner provided by law; that no appearance had been made by the defendant within the time allowed by law; that military service affidavit has been filed and order establishing that no cause of military service exists against the entry of the default herein, has been duly entered and that the default of the defendant in the premises has been duly entered,

Now, on motion of the plaintiff, the court proceeds to reception of evidence on behalf of the plaintiff and being fully advised, express findings of fact and conclusions of law being waived, the court finds generally for the plaintiff and against the defendant, Carl Lee Witt, and finds the plaintiff entitled to the relief sought in the complaint.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED BY THE COURT, AS FOLLOWS:

I.

The plaintiff, Irene A. Witt and the defendant, Carl Lee Witt, be and they are absolutely divorced.

II.

That the plaintiff is the owner in her own separate right of

1 Palomino Stud horse, 2 Palomino mares, 1 Palomino filly, 1 black mare, 5 cows, a flock of chickens, 6 wiener pigs; a ten-acre tract of land in Ada County, Idaho lying appromiately one-half mile west of the intersection of the Kuna road and Highway 30 near Meridian, Idaho, towit, the west 307.2 feet of the west one-half of the Southeast quarter south of the Railroad in Section 12 Township 3 North, Range 1 West standing of record in her name as Irene A. Shannon, and the household furniture thereof; that all of said property was acquired prior to the said marriage of the parties and that in addition thereto the plaintiff owns in her separate right a deep-freezer, pump, amplifier, utensils, and miscellaneous personal property constituting the equipment of said real property, and that the defendant has no claim to the whole or any part thereof.

III.

Plaintiff is restored to her former name of Irene A. Shannon.

Rendered, dated and entered, May 6, 1949.

Charles J. Koelsch
District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree, Witt vs Witt Case # 21889

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6th day of May, 1949.

By B. Clyde Eagleson, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

* * * * * * * * * * *

COPY

NO. 21957

FILED

_____ A. M. _____ P. M.

MAY 6 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

IRENE GUERIN,

Plaintiff,

-v-

GERALDGUERIN

Defendant.

D E C R E E

* * * * * * * * * * *

THIS CAUSE, Coming on regularly to be heard by the Court without a jury, this 6th day of May, 1949, Delana & Delana, appearing as counsel for the Plaintiff, and it appearing that the Defendant had been duly and regularly served with Summons and Complaint in said action, and the Defendant having appeared herein by Demurrer and having withdrawn his Demurrer and refused to plead further, and that due and proper proof had been submitted showing the Defendant not to have been for more than one year and not being in the Military Service pursuant to the terms and conditions of the "Soldiers' and Sailors' Relief Act of 1940" and that default had been duly and regularly entered in said action, THEREUPON, Witnesses were sworn and examined on the part of the Plaintiff and the evidence having been closed, the cause was submitted to the Court for its consideration and decision, and the Court being fully advised in the premises, renders its decision as follows:

NOW, THEREFORE, By reason of the law and the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between Plaintiff and Defendant be and the same is hereby dissolved.

2. That the Plaintiff is given the custody of said minor child, JERRY R. GUERIN, subject to the right of the Defendant to visit said child at reasonable times.

3. That the Defendant pay to the Plaintiff, the sum of Fifty Dollars ($50.00) per month, on the 15th day of each month, for the care and support of said minor child.

DATED: This 6th day of May, 1949.

CHARLES E. WINSTEAD

District Judge.

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Irene Guerin

vs. No. 21957

Gerald Guerin

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6th day of May, 1949.

By Dana Hill, Deputy.

Otto F. Peterson
Clerk.

6329

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * *

COPY

No. 2196 FILED A.M. P.M. MAY 6 1949

OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

CLARISSA E. WEAVER,

Plaintiff,

vs.

REX WEAVER,

Defendant.

D E C R E E

* * * * *

THIS CAUSE Having been brought on to be heard this 6th day of May, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, the defendant appearing not in person, by counsel or otherwise; service of the verified complaint and summons upon said defendant in said action having been made upon said defendant pursuant to order of publication of this Court by publishing said summons in five weekly issues of the KUNA HERALD and a copy of the said summons and said complaint mailed to defendant's last known address, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, and the default of said defendant, Rex Weaver, was duly entered herein, and that upon the complaint herein as confessed by the said defendant, it appears that the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitled the plaintiff, Carrisa E. Weaver, to the relief demanded in the complaint as prayed for;

The plaintiff herein was a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided, does order, adjudge and decree that the marriage existing between the said plaintiff and the said defendant be dissolved and the said parties and each of them are released from the bonds of matrimony.

DATED this 6th day of May, 1949.

Chas. F. Koelsch
District Judge.

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Weaver vs Weaver
Case # 21965

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6th day of May, 1949.

By B. Lyn Eaglesm, Deputy.

Otto F. Peterson
Clerk.

6330

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

DAVID R. HUGHES,

Plaintiff,

v.

WILLA DEAN HUGHES,

Defendant.

COPY

DECREE OF DIVORCE

NO 22005
FILED
A. M. P. M.
MAY 6 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

This matter coming on regularly for trial before the Court without a jury on the 6th day of May, 1949, the plaintiff appearing through Wm. F. Galloway, his attorney, and defendant having been regularly served with Summons and having failed to appear and her default having been duly entered; evidence having been introduced by and on behalf of plaintiff; the Court having found, and hereby finds, that each and all of the allegations of plaintiff's Complaint are true, and the matter having been submitted to the Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between plaintiff and defendant be, and the same are hereby dissolved.

DATED AND SIGNED at Boise, Idaho, this 6th day of May, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above-entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6th day of May, 1949.

OTTO F. PETERSON
Clerk of the District Court

By Irma Hill
Deputy

6331

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

COPY 1993
NO
FILED
A. M. P. M.
MAY 13 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

HENRY OTTO IMHOFF,

Plaintiff,

vs.

VERONICA IMHOFF,

Defendant.

DECREE

This cause came on this day to be heard on plaintiff's complaint, taken as confessed by the defendant, whose default for not answering thereto has been duly entered, W. B. Bowler appearing as attorney for plaintiff; and from the testimony of the plaintiff, duly corroborated as to residence, it appearing to the court that the allegations of the complaint are sustained by the testimony and are sufficient in law to entitled the plaintiff to the relief prayed for, and in particular that the plaintiff is, and was for a period of six full weeks prior to filing his complaint, a resident of the State of Idaho;

IT IS ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the plaintiff Henry Otto Imhoff, and the defendant Veronica Imhoff, be and the same is hereby dissolved upon the ground of more than five years separation of the plaintiff and defendant without cohabitation, and the said parties are, and each of them is, freed from the bonds of matrimony and the obligations thereof.

Done in open court this 13th day of May, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Henry Otto Imhoff

vs. No. 21993

Veronica Imhoff

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13th day of May, 1949.

By Irma Hill, Deputy.

Otto F. Peterson
Clerk.

6332

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

RUTH E. PARKS,

Plaintiff,

-vs-

RICHARD G. PARKS,

Defendant.

D E C R E E

COPY

NO. 22013

FILED

A. M. P. M.

MAY 13 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

The above entitled cause came on regularly to be heard and tried before the Court at Boise, Ada County, Idaho, on the 13th day of May, 1949, the plaintiff appearing in person and by her attorney, Pete Leguineche, and the defendant not appearing either in person or by his attorney;

And upon said hearing it satisfactorily appearing to the Court that the defendant herein, Richard G. Parks, was personally and duly served with summons herein attached to a copy of the complaint referred to in the said summons and on file in this cause, and the defendant has failed to answer, file a demurrer, or otherwise plead to the said complaint, and the time for so answering, demurring or otherwise pleading to said complaint having expired; and it satisfactorily appearing to the Court from an affidavit filed by the plaintiff that the defendant is not in the military service of the United States of America in any capacity whatsoever, and the default of the said defendant, Richard G. Parks, having been duly entered according to law; and the Court having heard the testimony introduced in behalf of the said plaintiff and in support of her complaint, and the cause having been hereupon submitted, and upon consideration of said testimony, the Court finds: That the defendant

has been guilty of willful neglect and extreme cruelty and that as a result thereof plaintiff is entitled to be divorced from said defendant;

The Court further finds that the said plaintiff has been a bona fide resident of and has continuously resided in the State of Idaho for more than six weeks immediately preceding the commencement of this action;

The Court further finds that plaintiff and defendant have acquired and do now own certain community property as follows, to-wit:

> Lot 18 in Block 1 of Star Townsite as the same appears on the second amended plat of the original Townsite of Star, Idaho, on file in the Recorder's Office of Ada County at Boise Idaho.

NOW, THEREFORE, it is hereby ordered, adjudged and decreed by this Court that the bonds of matrimony heretofore and now existing between plaintiff and defendant be and the same hereby are dissolved, and each the said plaintiff and the said defendant is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said plaintiff be and she hereby is awarded as her sole and separate property the real property hereinabove described.

Dated this 13th day of May, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Ruth E. Parks

vs. No. 22013

Richard G. Parks

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13th day of May, 1949.

By Irma Hills, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * *

ALICE MAY PONTON,
Plaintiff,
-vs-
LE ROY ARDEN PONTON,
Defendant.

COPY
NO 22046
FILED
A. M. P. M.
MAY 13 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

* * * * * *

D E C R E E

This cause coming on to be heard before the Court on May 13, 1949, Messrs. Martin & Martin, by Homer E. Martin, appearing as counsel for plaintiff and defendant failing to appear either in person or by counsel, and it appearing to the satisfaction of the Court that defendant had been duly and regularly served with copy of summons and complaint according to law and that his time for appearing, pleading to and answering plaintiff's complaint having expired and default of defendant having been duly made and entered for failure to plead to and answer plaintiff's complaint, and plaintiff having filed a proper affidavit showing that defendant is not in the military service of the United States of America, and plaintiff having introduced evidence in support of her complaint and the matter having been submitted to the Court for consideration and decision and the Court having been fully advised in the premises and findings of fact and conclusions of law being waived:

NOW, THEREFORE, upon motion of Martin & Martin, attorneys for plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that plaintiff herein, Alice May Ponton, be and she hereby is given and granted a decree of

divorce and the parties hereto and each of them are hereby freed and released from the bonds of matrimony now existing between them.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the plaintiff herein, Alice May Ponton, be and she is hereby given the sole control and custody of each of the four children of the parties hereto, to-wit: Warren, Donald, Ginger and James. The defendant herein shall have the right to visit said children at any reasonable and proper time.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that that certain automobile trailer house now in the possession of the plaintiff be and the same is hereby awarded to her as her sole and separate property.

Done and dated in open Court May 13, 1949.

Charles E. Winstead
District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Alice May Ponton
vs.
Lee Roy Arden Ponton

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13th day of May, 1949.

By Dona Hill, Deputy.

Otto F. Peterson
Clerk.

6334

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF [illegible]

COPY
NO 22073
FILED P. M.
A. M.
MAY 13 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

FRANCES DOMITIO,
Plaintiff
vs.
ROBERT E. DOMITIO,
Defendant

DECREE

This cause coming on for hearing this 13th day of May, 1949, at 10:00 o'clock A.M., and it appearing that due and proper service as provided by law was had upon Robert E. Domitio, Defendant herein, by personal service of summons in the manner required by law, and it further appearing that said Defendant has not answered or otherwise appeared in the defense of this action, and the cause now being called for trial, and the Plaintiff appearing in person and by A. T. Fredricks of the firm of Fredricks & Jeppesen, her attorney, the said cause being tried upon the complaint and testimony of the Plaintiff and the residence of the Plaintiff having been established by corroborative testimony, and the Court having considered all the evidence from which it appears that the material allegations of the complaint are true, and the law and the premises being by the Court considered and understood;

As conclusions of law from the foregoing, the Court finds the Plaintiff is entitled to a decree dissolving the bonds of matrimony existing between herself and Defendant Robert E. Domitio on the ground of extreme cruelty; that one son, Jack Domitio, three years of age, was born of the marriage between the parties hereto; that the Plaintiff is a fit and proper person for the

LAW OFFICES
FREDRICKS
&
JEPPESEN
201 FIDELITY BLDG.
BOISE, IDAHO

care, custody and control of the said child, and that no community property was accumulated by the parties hereto during coverture;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between the Plaintiff, Frances Domitio, and the Defendant, Robert E. Domitio, be and they hereby are dissolved and forever held for naught;

2. That the Plaintiff, Frances Domitio, be and she hereby is awarded the complete care, custody and control of the minor infant, Jack Domitio, subject to a reasonable right of visitation in the Defendant, Robert E. Domitio.

3. That the Defendant, Robert E. Domitio, pay to Plaintiff for the care, support, maintenance and education of the said minor child, Jack Domitio, the sum of not less then $75.00 per month from the date of this decree.

DATED this 13th day of May, 1949.

CHARLES E. WINSTEAD
District Judge

CERTIFICATE

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original decree in the action of FRANCES DOMITIO, Plaintiff, vs. ROBERT E. DOMITIO, Defendant, filed in the above entitled action and remaining now on file in my office at Boise, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13th day of May, 1949.

OTTO F. PETERSON, Clerk

By Dena Hill
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR ADA COUNTY

COPY

NO 22074

FILED

_____ A. M. _____ P. M.

MAY 13 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

MARY HARRIS VADEN,

Plaintiff,

vs.

ROBERT VADEN,

Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED ACTION came on regularly for hearing before the Court at Boise, Idaho, May 13, 1949, without a jury. The plaintiff appeared in person and with her witness and attorney Ariel L. Crowley. The defendant made no appearance.

The defendant having made no appearance within the time limited by law, and order establishing that no cause of military service exists precluding entry of default having been duly entered, the defendant having been personally served with summons and complaint for the time and in the manner provided by law, and his default in the premises having been heretofore regularly entered,

The Court proceeded to reception of evidence on behalf of the plaintiff, and being fully advised, express findings of fact and conclusions of law being waived, the Court finds generally for the plaintiff and against the defendant, and finds the plaintiff entitled to the relief sought in the complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the plaintiff Mary Harris Vaden and the defendant Robert Vaden be, and they are absolutely divorced from each other hereby.

2. That the plaintiff Mary Harris Vaden be and she is restored to her former name of Mary Harris.

3. That the defendant be, and he is required to pay to the plaintiff the aggregate sum of $525.00 in installments of $50.00 per month, commencing with the month of June, 1949, the said sum being and consisting of $175.00 for attorney's fees and costs herein, and restitution of $350.00 of the plaintiff's money in the hands of the defendant.

Rendered, dated and entered May 13, 1949.

CHARLES E. WINSTEAD

District Judge

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce: Mary Harris Vaden
vs. No. 22074
Robert Vaden

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13th day of May, 1949.

By Anna Hill, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA .

COPY
No. 22080
Filed
A. M.
MAY 13 1949
OTTO F. PETERSON, Clerk
by A. CLYDE EAGLESON DEPUTY

DOROTHY S. LOCH,)
Plaintiff,)
-vs-)
H.A. LOCH, otherwise known as ARTHUR J. LOCKE,) DECREE OF ANNULMENT .
Defendant.)

THIS CAUSE Coming on regularly for trial before the Court without a jury, on the 13th day of May, 1949, upon the plaintiff's complaint, the defendant having been personally duly served with summons and a copy of the complaint and having wholly failed to appear or plead, the plaintiff appearing personally and by counsel and producing proofs of the facts alleged in the complaint; evidence establishing the fact of residence of the plaintiff having been introduced and corroborated by competent testimony; and the cause having been submitted to the Court, and the Court having fully considered the proofs adduced on behalf of the plaintiff and being fully advised in the premises; and it appearing that the facts as alleged in the complaint are true;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the alleged marriage of the plaintiff and defendant at Scott's Bluff, Nebraska, the 13th day of October, 1948, be and the same is hereby annulled, declared void, and of no further force, effect, or validity.

Done in open Court this 13th day of May, 1949.

Chas. F. Koelsch.

Dictrict Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Loch vs Loch etc
Case # 22080

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13th day of May, 1949.

By R Clyde Eagleson, Deputy.

OTTO F. PETERSON
Clerk.

6337

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

- - - - - - -

COPY

NO 22081

FILED

.....A. M.....P. M.

MAY 13 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

FAITH C. ADKINS,

Plaintiff,

-vs-

MERLE ADKINS,

Defendant.

D E C R E E

- - - - - - -

THIS CAUSE, Having been brought on to be heard this 13th day of May, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, the defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Boise, Ada County, Idaho, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Merle Adkins, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Faith C. Adkins, to the relief demanded in the complaint as prayed for;

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of James Merle Adkins and Michael Lee Adkins, the minor children of the parties hereto, be awarded to the plaintiff herein and that the said defendant may have the privilege to visit the said minor children at all reasonable and proper times and places while said minor children are under the care, custody and control of the plaintiff.

DATED at Boise, Idaho this 13th day of May, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Faith C. Adkins

vs. No. 22081

Merle Adkins

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13th day of May, 1949.

By Irma Hill, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

ELAINE CARROLL,

Plaintiff,

vs.

WILLARD CARROLL,

Defendant.

DECREE

COPY
No. 22092
FILED
A. M. P. M.
MAY 13 1949
OTTO P. PETERSON, Clerk
By L. CLYDE EAGLESON DEPUTY

This cause coming on to be heard on this 13th day of May, 1949, before the undersigned, one of the Judges of the above entitled Court, and, it appearing that the defendant has been duly and regularly served with summons by personal service thereof without the State of Idaho in lieu of publication, and, it also appearing that the defendant is not a person in Military Service as defined by Section 101 (1) of the Act of Congress approved October 17, 1940, or any Amendments or Supplements thereto cited as the Soldiers and Sailors Relief Act of 1940, or any other Act of Congress or of the State Legislature of the State of Idaho, duly adopted and approved; and, it further appearing that the defendant has made no appearance by demurrer, answer or otherwise, within the time allowed by law; whereupon, default of the defendant was duly and regularly entered in the premises, witnesses on the part of the plaintiff having been duly sworn and examined, and the Court being fully advised in the premises, ordered that judgment be entered in favor of the plaintiff;

NOW, THEREFORE, by reason of the law and the premises aforesaid, IT IS ORDERED, ADJUDGED AND NOW DECREED, That the bonds of matrimony hitherto existing between the plaintiff and the defendant, be, and the same are hereby dissolved, cancelled, annulled and held for naught, as fully and completely as if the same and never been upon the ground of extreme cruelty, as alleged and set forth in the complaint herein, and that each of the parties hereto, after the entry of this decree, be, and they are, hereby restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND NOW DECREED That the care, custody and control of Betty Lou Carroll, age 21 months, the issue of the marriage herein, be, and the same is hereby awarded to the plaintiff.

Dated: May 13th, 1949.

Chas. F. Koelsch

District Judge

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for Ada County, hereby certify that I have compared the foregoing copy with the original degree in the above entitiled action, filed and entered in my office on the 13th day of May, 1949, and the same is a full, true and correct copy of such original and the whole thereof.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal, this 13th day of May, 1949.

OTTO F. PETERSON
Clerk

By B Opal Carlson
Deputy Clerk

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY
NO 22093
FILED
A. M. P. M.
MAY 13 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

GERTRUDE WOLF,

Plaintiff,

vs.

VAUGHN E. WOLF,

Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED ACTION came on regularly for hearing before the court at Boise, Idaho, May 13, 1949, the plaintiff appearing in person and with her attorney, Ariel L. Crowley, and no person appearing for or on behalf of the defendant.

The defendant having been regularly served with summons and complaint for the time and in the manner provided by law, and having failed to make any appearance herein whatever, and the time for appearance having expired, the court having heretofore entered its order that no cause of military service exists precluding entry of the default of the said defendant herein, and the defendant's default having been regularly entered,

The Court proceeds to reception of testimony on behalf of the plaintiff, and being fully advised, express findings of fact and conclusions of law being waived, the court finds generally for the plaintiff and against the defendant, and finds the plaintiff entitled to the relief hereinafter granted and set forth. Being fully advised, the matter being submitted for decision,

IT IS ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the bonds of matrimony heretofore existing between the plaintiff Gertrude Wolf and the defendant Vaughn E. Wolf be and they are absolutely dissolved, and the said parties are divorced hereby.

2. That the plaintiff be, and she is restored to her former name of Gertrude Gray.

Dated May 13, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce: Gertrude Wolf
vs. No. 22093
Vaughn E. Wolf

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13th day of May, 1949.

By Irma Hill, Deputy.

Otto F. Peterson
Clerk.

6340

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF ADA.

COPY

NO. 21907
FILED
A.M. P.M.

MAY 18 1949

OTTO F. PETERSON, Clerk
BY IRMA HILL

Elwood Morgan Payne,
Plaintiff,

VS.

Hallie Mae Payne,
Defendant.

DECREE.

This cause came on regularly for trial by the Court without a Jury on the 18th day of May, 1949, E. D. Fairchild appearing as attorney for the plaintiff; the defendant not appearing by counsel or at all, and it appearing from the affidavit of the plaintiff that the defendant is not now in the military service of the United States of America, and is not a person in military service as defined in Section 101 (1) of the Act of Congress approved October 17th 1940, as the same has been thereafter amended, commonly known and cited as the Soldiers' and Sailors' Relief Act of 1940, or of any other act of Congressduly adopted and approved, her default for failure to appear or plead in the action within the time prescribed by law, or at all, was duly and regularly entered, she having been duly and legally served with summons personally in Ada County, State of Idaho more than twenty days prior to the entering of said default.

Witnesses were sworn and examined, and testified on behalf of the plaintiff and the cause was finally submitted to the Court for consideration and decision, and the Court having considered the same, and being fully advised in the premises now hereby finds and decides that all of the allegations in plaintiff's complaint contained are true, the same having been established by sufficient competent evidence duly corroborated as required by law, and that the plaintiff is entitled to a decree as prayed for in his verified complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony hitherto existing between the plaintiff and the defendant, be, and the same are hereby dissolved, and that said parties and each of them be, and hereby are restored to the status of single persons.

IT IS FURTHER DECREED, that the defendant have custody of the minor children of the marriage, Frank Walker Payne, born August 15, 1935, and Barbara Mae Payne, born June 23rd 1945, the plaintiff to have the privilege of visiting with said children and each of them at reasonable intervals of time.

IT IS FURTHER ORDERED, that beginning with the first day of July, 1949, the plaintiff pay~~xxxxxxxxx~~ to the defendant on that day, to-wit, the first day of July, 1949, and on the first day of each and every month thereafter the sum of Forty Dollars for the support of said children, until they become of age.

Done this 18th day of May, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO,
County of Ada } ss.

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Elwood Morgan Payne

vs No. 21907

Hallie Mae Payne

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of May, 1949.

By Irma Hill, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY
NO. 21725
FILED
A. M. P. M.
MAY 20 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

IRENE BARNESON,
Plaintiff,
vs.
JOHN BARNESON II,
Defendant.

JUDGMENT AND DECREE

THIS CAUSE Coming on regularly to be heard in open Court this 20th day of May, 1949, upon the complaint of the plaintiff herein, Irene Barneson, and the answer of the Defendant, John Barneson, II, Wm. F. Galloway appearing for plaintiff and Moffatt and Young appearing for defendant. Oral and documentary evidence was introduced and the cause submitted to the Court for decision, and the Court, being fully advised in the premises, finds, concludes, decides and decrees:

I

That findings of fact and conclusions of law were waived by oral stipulation of counsel in open court.

II

That plaintiff and defendant were married on the 29th day of June, 1939, in Tijuana, Mexico, and ever since have been and now are husband and wife.

III

That the plaintiff has been a resident of the State of Idaho for a period of six weeks immediately prior to the filing of this action. That there are no children the issue of said marriage.

IV

That on or about the first day of January, 1947, the defendant abandoned the plaintiff and deserted her and that said

desertion and abandonment was continued for more than one year.

V

That the defendant has been guilty of extreme cruelty toward the plaintiff, causing her grievous mental and physical suffering.

VI

That the plaintiff and defendant voluntarily executed an agreement settling all of their property on the 6th day of May, 1947; and that said agreement, introduced in evidence herein, marked Exhibit "A" and made a part of the files and records of this Court, is in full force and effect.

As conclusions of law from the foregoing facts, the Court finds that the plaintiff is entitled to a judgment and decree dissolving the bonds of matrimony between plaintiff and defendant, and that the agreement between the parties hereto, dated May 6, 1947, is binding upon the parties hereto and should be approved and confirmed by this Court.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree:

1. That the bonds of matrimony heretofore and now existing between plaintiff and defendant be forever dissolved.

2. That the agreement made and entered into between parties hereto, dated May 6, 1947, and heretofore introduced in evidence in this action, marked exhibit "A" and made a part of the files and records herein, is approved and confirmed and by reference incorporated herein and made a part hereof.

DATED THIS 20th day of May, 1949.

CHARLES E. WINSTEAD

District Judge.

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree: Irene Bameson vs. John Bameson II No. 21725 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of May, 1949.

By Irma Hill, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO 22062
FILED
A. M. P. M.

WILMA L. ADAMS,
Plaintiff,
v.
CHARLES W. ADAMS,
Defendant.

DECREE OF DIVORCE MAY 20 1949

OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

This matter coming on regularly for trial before the Court without a jury on this 20th day of May, 1949, the plaintiff appearing in person and with counsel, Wm. F. Galloway, and defendant having been regularly served with Summons and having failed to appear and his default having been duly entered; evidence having been introduced by and on behalf of plaintiff; the Court having found, and hereby finds, that each and all of the allegations of plaintiff's Complaint are true, and the matter having been submitted to the Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby dissolved.

That the plaintiff be awarded the custody, control and education of the parties' two children; and that defendant shall pay the sum of $30.00 per month for the support of each child during their minority, making a total of $60.00 per month at this time; that defendant is to have the right to visit said children at reasonable times and places;

Defendant is hereby awarded the parties' 1936 Chevrolet automobile as his sole and separate property, and plaintiff is hereby awarded the three guns.

DATED AND SIGNED, at Boise, Idaho, this 20th day of May, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above-entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of May, 1949.

OTTO F. PETERSON
Clerk of the District Court

By Dona Hill
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY
No. 22105
Filed
A. M. P. M.
MAY 20 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

DELLA VENABLE,

Plaintiff,

vs.

WILLIAM VENABLE,

Defendant.

JUDGMENT AND DECREE

This cause came regularly on for trial on the 20th day of May, 1949, before the Court without a jury, upon the verified complaint of the plaintiff, E. P. Barnes appearing as attorney for plaintiff, and the defendant not appearing in person nor by counsel, the default of the defendant having been duly entered for his failure to appear and plead to plaintiff's complaint within the time allowed by law, after having been duly served with summons and complaint herein as required by law, and having been personally so served with summons and complaint in Ada County, Idaho, whereupon, plaintiff and her corroborating witnesses were called, sworn and examined and oral and documentary evidence introduced in her behalf and the cause was submitted to the Court for its consideration and decision, and the Court having fully considered the same and being duly advised in all of the law and the premises, hereby finds and decides that all of the allegations of the complaint of the plaintiff are true and that the plaintiff is entitled to a decree of divorce as prayed for therein upon the ground of extreme cruelty, and to have the real and personal property, set forth and described in said complaint, decreed to plaintiff as her separate property; and to have her name prior to her marriage to defendant, to-wit, the

name of Della Allen, restored to her.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

First: That the bonds of matrimony existing between said plaintiff, Della Venable, and the said defendant, William Venable, be and the same are hereby dissolved and the plaintiff is hereby decreed an absolute divorce from the said defendant upon the ground of extreme cruelty.

Second: IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the following described real property, to-wit:

> Lot No. Five (5) in Block No. Eleven (11) of City Park Subdivision to Boise City, Ada County, State of Idaho, except the South nine-tenths of a foot, as shown by deed recorded in Book 160 of Deeds at page 180 thereof, records of Ada County, State of Idaho, as the same appear on the official plat of said subdivision now on file and of record in the office of the County Recorder of Ada County, Idaho,

together with the rents, issues, proceeds and profits thereof be and the same hereby is decreed to the plaintiff as and for her sole and separate property; and that that certain oil-stove heater, davenport set and washing machine, described in said complaint, be likewise decreed to plaintiff as her separate property.

Third: IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff's name prior to her marriage to said defendant, to-wit, the name of Della Allen, be and the same is hereby restored to her.

Done in open Court at Boise City, County of Ada, State of Idaho, this 20th day of May, 1949.

Chas. F. Koelsch.
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Venable vs Venable

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of May, 1949.

By B. Ryan Eagleson, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COLLEEN PITMAN,

Plaintiff,

vs.

DAVID PITMAN,

Defendant.

DECREE OF DIVORCE

COPY

No. 22122

FILED

A. M. P. M.

MAY 20 1949

OTTO F. PETERSON, Clerk

By B. CLYDE EAGLESON DEPUTY

THE ABOVE ENTITLED ACTION came on regularly for hearing before the court, at Boise, Idaho, May 20, 1949, the plaintiff appearing in person and with her attorney, Ariel L. Crowley.

It appearing to the satisfaction of the court that the defendant David Pitman has been regularly served with summons and complaint for the time and in the manner provided by law; that he has made no appearance within the time provided by law, that no cause of military service exists precluding entry of decree, and that order so stablishing is filed herein, and the default of the defendant having been duly and lawfully entered in the premises for failure to appear,

NOW ON MOTION OF PLAINTIFF, the court proceeds to reception of testimony on plaintiff's behalf, and being fully advised, express findings of fact and conclusions of lawbeing waived, the court finds generally for the plaintiff and against the defendant, and finds the plaintiff entitled to decree of divorce and custody of the minor child of the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the plaintiff Colleen Pitman and the defendant David Pitman be, and they are absolutely divorced hereby and freed from the bonds of matrimony heretofore existing between them.

2. That the plaintiff Colleen Pitman have, and she is awarded the care, custody and keeping of the minor child Candace Marie Pitman.

3. The court reserves jurisdiction to make provision for the support of said child.

Rendered, dated and entered May 20, 1949.

Chas. F. Koelsch

District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deeree, Pitman vs Pitman
Case # 22122

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of May, 1949.

By R. Clyde Eagleson, Deputy. Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY
NO. 22123
FILED
A. M. P. M.
MAY 20 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

SHIRLEY MAE HOLCOMB,

Plaintiff,

vs.

LESTER F. HOLCOMB,

Defendant.

JUDGMENT AND DECREE

THIS CAUSE Coming on regularly to be heard on the 20th day of May, 1949, before the Court without a jury, plaintiff appearing in person and being represented by MOFFATT and YOUNG, Her counsel, and the defendant having failed to appear in person or by counsel, and it appearing to the Court that Summons in the above entitled cause has heretobefore been duly and regularly issued and due service of process on said defendant had, and that the time for answering, dumurring or appearing has expired, and that the default of Lester F. Holcomb, the defendant, for failing to appear, answer or demur within the time preseribed by law has heretofore been duly entered herein;

WHEREUPON, Evidence duly corroborated as required by law, was introduced by plaintiff, in which it appears to the Court that the allegations of plaintiff's cause of action contained in plaintiff's complaint on file herein are sustained by the testimony, free from all objections as to competency, admissibility and sufficiency; and it further appearing that the matters so alleged and proved are sufficient to entitle the plaintiff to judgment and decree in accordance with the complaint; and the case being closed, and the law in the premises being fully understood by the Court, the Court makes and enters this final judgment and decree:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree:

1. That the bonds of matrimony heretofore and now existing between plaintiff and defendant be forever dissolved.

2. That the plaintiff be awarded the sole custody and control of the minor daughter of plaintiff and defendant.

3. That the defendant be ordered to pay the sum of ~~Forty~~ Twenty ($20.00) Dollars a month for the support and maintenance of the minor child of the parties.

DATED This 20th day of May, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree: Shirley Mae Holcomb vs. Lester F. Holcomb No. 22123 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of May, 1949.

By Irma Hill, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * *

WILLIAM J. HEALY,

Plaintiff,

-vs-

Kathryn O. HEALY,

Defendant.

COPY

FILED 22098 P. M.

MAY 25 1949

CLYDE F. ELLESON, Clerk

By B. CLYDE EAGLESON DEPUTY

D E C R E E

* * * * * *

This cause coming on to be heard before the Court on May 25, 1949, Messrs. Martin & Martin, by Homer E. Martin, appearing as counsel for plaintiff and defendant failing to appear either in person or by counsel, and it appearing to the satisfaction of the Court that defendant had been duly and regularly served with copy of summons and complaint according to law and that her time for appearing, pleading to and answering plaintiff's complaint having expired and default of defendant having been duly made and entered for failure to plead to and answer plaintiff's complaint, and plaintiff having filed a proper affidavit showing that defendant is not in the military service of the United States of America, and plaintiff having introduced evidence in support of his complaint and the matter having been submitted to the Court for consideration and decision and the Court having been fully advised in the premises and findings of fact and conclusions of law being waived:

NOW, THEREFORE, upon motion of Martin & Martin, attorneys for plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the plaintiff herein, William J. Healy, be and he hereby is given and granted a decree of divorce and the parties hereto and each of them are hereby freed and released from the bonds of matrimony now existing between them.

Done and dated in open Court
this 25th day of May, 1949.

Chas. F. Koelsch
District Judge.

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deeree, Healy vs Healy Case # 22098

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of May, 1949.

By B Opie Eaglison, Deputy.

OTTO F. PETERSON

Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY
NO. 21851
FILED
A. M. P. M.
MAY 27 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

MARY ELLEN FISHER,

Plaintiff,

vs.

SYDNEY FISHER,

Defendant.

DECREE OF DIVORCE

This cause coming on regularly to be heard this 27th day of May, 1949, before the court without a jury, plaintiff appearing by her attorney, T. J. Jones, Jr., Esq., and the defendant not appearing either in person, by attorney, or otherwise, and it appearing that the defendant was duly served pursuant to the manner and method as provided by statute with service of summons and complaint, and that the time for answer has elapsed and that the defendant has refused to plead in this cause within the time allowed by law or at all and that the default of the defendant has been regularly entered thereon, and that the plaintiff having submitted testimony fully corroborated in support of her cause and the court having heard all the evidence or proof submitted and duly considering the same finds all allegations in the plaintiff's complaint are true and that the Plaintiff is entitled to the relief sought.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony heretofore existing between the plaintiff, Mary Ellen Fisher, and the defendant, Sydney Fisher, are hereby dissolved and held for naught, and each of the parties is hereby freed from all the obligations of matrimony thereunder.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be awarded the custody, control, management and education of the said minor child, Diana Lou Fisher, until the said child attains her majority, provided however, that the said defendant may visit the said minor child at any and all reasonable times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the defendant pay

The said plaintiff the sum of one hundred ($100.00) per month for the maintenance and support of the said minor child, Diana Lou Fisher, until the said child reaches majority and/or further order of this court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement admitted in evidence in this cause be made a part of this decree the same as if in full set out herein.

DONE in open court this 27th day of May, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce: Mary Ellen Fisher vs. Sydney Fisher No. 21851 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27th day of May, 1949.

By Irma Hill, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

GEORGE W. DELGENE, also known as GEORGE W. DELANEY,

Plaintiff

vs.

OPAL DELGENE, also known as OPAL DELANEY,

Defendant

COPY
NO. 21982
FILED
A. M. P. M.
MAY 27 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

DECREE

This cause coming on for hearing this 27th day of May 1949, at 10:00 o'clock A.M., and it appearing that due and proper service of process as provided by law was had upon Opal Delgene, otherwise known as Opal Delaney, defendant herein, by publication of summons in the manner and for the time required by law; that said publication was completed on the 24th day of March, 1949, and the cause now being called for trial and plaintiff appearing in person and by A. T. Fredricks of the firm of Fredricks & Jeppesen, his attorney, and the defendant failing to answer or otherwise plead, and the said cause being tried upon the complaint and the testimony of the plaintiff, and the residence of plaintiff having been established by corroborative testimony, and the Court having considered all the evidence from which it appears that the material allegations of the complaint are true, and the law and the premises being by the Court considered and understood;

As conclusions of law from the foregoing, the Court finds that the plaintiff is entitled to a decree dissolving the bonds of matrimony existing between himself and Opal Delgene, also known as Opal Delaney, on the grounds of desertion and the

LAW OFFICES
—
FREDRICKS
&
JEPPESEN
—
201 FIDELITY BLDG.
BOISE, IDAHO

further grounds that the plaintiff and defendant have lived separate and apart for a period of five years or more without cohabitation; that no children were born of the marriage between the parties hereto; and that no community property was accummulated during coverture;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between Plaintiff George W. Delgene, also known as George W. Delaney, and the Defendant Opal Delgene, also known as Opal Delaney, be and they hereby are dissolved and forever held for naught.

Dated this 27th day of May, 1949.

CHARLES E. WINSTEAD

District Judge

CERTIFICATE

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original decree in the action of GEORGE W. DELGENE, also known as GEORGE W. DELANEY, Plaintiff, vs. OPAL DELGENE, also known as OPAL DELANEY, Defendant, filed in the above entitled action and remaining now on file in my office at Boise, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27 day of May, 1949.

OTTO F. PETERSON, Clerk

By Irma Hill
Deputy

6349

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ELWILDA JEAN MEFFERT,

Plaintiff,

vs.

ROBERT B. MEFFERT,

Defendant.

COPY

22010

FILED

A. M. P. M.

MAY 27 1949

OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

DECREE OF DIVORCE

This cause came on regularly for hearing before the Honorable Chas. F. Koelsch, District Judge of the above-entitled court, on the 27th day of May, 1949; Claude Marcus representing the Plaintiff throughout the trial, and there being no representation or appearance, either in person or by attorney for the Defendant.

The default of the Defendant for failure to appear and answer the complaint of Plaintiff was duly and regularly entered, after legal and sufficient showing that proper service of the complaint and summons in this action had been made as required by law.

Whereupon, testimony was introduced on behalf of the Plaintiff, together with corroboration thereof, and the court being fully advised in the premises, both as to the law and the facts, does hereby find as follows:

I

That Plaintiff, Elwilda Jean Meffert, is now and has been for more than six full weeks prior to the filing of

this action a bona fide resident of the State of Idaho.

II

That the Defendant is not in the armed services of the United States in any capacity whatever.

III

That Plaintiff is a fit and proper person to have the care, custody, and control of the children named, namely: Patrick Meffert and William Meffert.

IV

That Plaintiff is entitled to the relief prayed for in her complaint by reason of the proof submitted fully corroborating the allegations of said complaint as true and is entitled to an absolute decree of divorce upon the grounds of extreme cruelty, now therefore,

THE COURT DOES HEREBY ORDER, ADJUDGE, AND DECREE AS FOLLOWS:

That the Plaintiff, Elwilda Jean Meffert, is hereby granted a full and absolute decree of divorce from the Defendant, Robert B. Meffert, on the ground of extreme cruelty, and the bonds of matrimony existing between Plaintiff and Defendant are hereby dissolved, and they are restored to the status of single persons.

IT IS FURTHER ADJUDGED AND DECREED That the Plaintiff should have, and is hereby awarded, the custody, care, and control of her minor children, namely: Patrick Meffert and William Meffert.

Dated this 27th day of May, 1949.

CHAS. F. KOELSCH

District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce
Decree, Neffert vs Neffert
Case # 22010

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27th day of May, 1949.

By F. B. Hyde Eagleson, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

RUTH CALVERT,

Plaintiff,

-vs-

JOHN MARION CALVERT, JR.,

Defendant.

COPY

No. 22034 Filed 10:00 A.M. MAY 27 1949

OTTO P. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

D E C R E E.

This cause coming on for hearing this 27th day of 1949, at 10:00 o'clock a.m., and it appearing that due and proper service of process as required by law was had upon JOHN MARION CALVERT, JR., defendant herein, by publication of Summons in the manner and for the time required; that said publication was completed on the 14th day of April, 1949 and the cause now being called for trial and plaintiff appearing in person and by A.T. Fredricks of the firm of Fredricks & Jeppesen, her attorneys, and the defendant failing to appear or otherwise plead, said cause being tried upon the complaint and the testimony of the plaintiff and the residence of plaintiff having been established by corroborative testimony, and the Court having considered all the evidence from which it appears that the material allegations of the complaint are true and the law and the premises being by the Court considered and understood;

AS CONCLUSIONS OF LAW from the foregoing, the Court finds that the plaintiff, RUTH CALVERT, is entitled to a decree dissolving the bonds of matrimony existing between herself and JOHN MARION CALVERT, JR., on the grounds of extreme cruelty and upon the further grounds of desertion; that a son, JEAN PAUL CALVERT was born of this marriage, October 18, 1944; that a daughter, EMMA JANE CALVERT, was born of this marriage, August 11,

LAW OFFICES
FREDRICKS & JEPPESEN
01 FIDELITY BLDG.
BOISE, IDAHO

1946; and further finds that the plaintiff, RUTH CALVERT, is entitled to the care, custody and control of said minor children;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony be and they hereby are dissolved and forever held for naught; that the care custody and control of the minor children of this marriage, JEAN PAUL CALVERT and EMMA JANE CALVERT, be and is hereby awarded to the plaintiff, RUTH CALVERT; and that the defendant, JOHN MARION CALVERT, JR., be and he hereby is ordered to pay to the plaintiff, the sum of not less than Fifty Dollars, ($50.00) per month for the support, maintenance and education of the said minor children, until such children reach the age of majority.

Dated this 27th day of May, 1949.

Chas. F. Koelsch
District Judge

STATE OF IDAHO)
: ss
COUNTY OF ADA)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original decree in the action of RUTH CALVERT, plaintiff vs., JOHN MARION CALVERT, JR., defendant, filed in the above entitled action and remaining now on file in my office at Boise, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27th day of May, 1949.

Otto F. Peterson
Clerk

BY B. Faye Eagleson
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

No. 32064

FILED

A.M. P.M.

MAY 27 1949

OTTO Y. PETERSON, Clerk

By B. CLYDE EAGLESON DEPUTY

CHARLES F. HUBBS,

Plaintiff,

-vs-

KATHLEEN OWEN HUBBS,

Defendant.

DECREE

This Cause coming on for hearing this 27th day of May, 1949, at 10:00 o'clock A.M., and it appearing that due and proper service of process as provided by law was had upon Kathleen Owen Hubbs, Defendant herein, by publication of summons in the manner and for the time required by law; that said publication was completed on the 5th day of May, 1949, and the cause now being called for trial, and the plaintiff appearing in person and by A.F. Fredricks of the firm of Fredricks & Jeppesen, his attorneys, and the Defendant failing to answer or otherwise plead, and the said cause being tried upon the complaint and the testimony of the Plaintiff, and the residence of plaintiff having been established by corroborative testimony, and the matter having been submitted for judgment, and the Court having considered all the evidence from which it appears that the all of ~~all of the~~ allegations of the complaint are true and the law and the premises being by the Court considered and understood; and

AS CONCLUSIONS OF LAW from the foregoing, the Court finds that the Plaintiff, Charles F. Hubbs is entitled to a decree dissolving the bonds of matrimony between plaintiff and defendant upon the grounds that the plaintiff and defendant have lived separate and apart for five or more years, without cohabitation; that no children were born of the

LAW OFFICES
—
FREDRICKS
&
JEPPESEN
—
201 FIDELITY BLDG.
BOISE, IDAHO

marriage of the parties hereto and that the parties have accumulated no community property to be disposed of herein.

IT IS THEREFORE, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between plaintiff and defendant be, and they hereby are dissolved and forever held for naught.

Dated this 27th day of May, 1949.

Chas F. Koelsch.
District Judge.

STATE OF IDAHO)
: ss
COUNTY OF ADA)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original decree in the action of CHARLES F. HUBBS, plaintiff, vs., KATHLEEN OWEN HUBBS, defendant, filed in the above entitled action and remaining now on file in my office at Boise, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27th day of May, 1949.

OTTO F. PETERSON, Clerk of the District Court

BY: P. Clyde Eagleson
Deputy.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

6352

* * * * * * *

ESMERELDA PORTER,

Plaintiff,

vs.

VIRGIL L. PORTER,

Defendant.

DECREE

COPY
22097
FILED
A.M. P.M.
MAY 27 1949
OTTO K. PETERSON, Clerk
By CLYDE EAGLESON DEPUTY

* * * * * * *

THIS CAUSE, Having been brought on to be heard this 27th day of May, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Ada County, Idaho, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Virgil L. Porter, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Esmerelda Porter, to the relief demanded in the complaint as prayed for;

That the plaintiff herein, Esmerelda Porter, is now and has been a bona fide resident of the State of Idaho for a period of more than six full weeks immediately preceding the comencement of this action.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of Donald L. Porter, Richard C. Porter, Wayne Porter, Annabelle Jean Porter, Melvin Porter, and Lucille Porter, the minor children of plaintiff and defendant, be awarded to the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant herein, Virgil L. Porter, shall pay to the plaintiff herein for the care and support of the minor children of the plaintiff and defendant, namely, Donald L. Porter, Richard C. Porter, Wayne Porter, Annabelle Jean Porter, Melvin Porter, and Lucille Porter, the sum of $10.00 per month for each child, for a total of $60.00 per mo.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That all the right, title, and interest of the defendant, Virgil L. Porter, in and to the following described real property, to-wit:

Kitchen stove, piano and daveno located in the parties home at Star, Ada County, Idaho.

is hereby set over to the plaintiff, Esmerelda Porter, to have and to hold as her sole and separate property.

DATED At Boise, Idaho, this 27th day of May, 1949.

Chas. F. Koelsch.
District Judge.

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree, Porter vs Porter Case # 22097 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27th day of May, 1949.

By B. Eggertsen, Deputy.

Otto F. Peterson
Clerk.

6353

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

JENNIE C. TURNER,
Plaintiff,
-vs-
BYRON N. TURNER,
Defendant.

FILED
No. 22120 P.M.
A.M. MAY 27 1949
OTTO A. PETERSON, Clerk
By CLYDE EARLSON DEPUTY

DECREE OF DIVORCE
#22120

The above-entitled cause came on for hearing before the Court in open court at Boise, County of Ada, State of Idaho, on the 27th day of May, 1949. The plaintiff appeared in person and through her attorney, Benj. F. Harrison, and the defendant did not appear, either in person or by attorney.

It appeared to the Court that the defendant had been served with process by personal service of copies of the summons and complaint in said action without the state of Idaho as required by law and had failed to appear and answer, or otherwise plead to, the plaintiff's complaint filed in said action, and that no further time had been granted the defendant in which to appear and answer, or otherwise to plead to said cause.

It further appearing from plaintiff's affidavit, and satisfactory evidence adduced, that the defendant is not now, and has not been since the commencement of this action, nor for more than one year prior thereto, in military service of the United States of America, or its allied nations, as contemplated by the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court had ordered the Clerk to enter the default of the defendant according to law.

The plaintiff introduced evidence in behalf of her complaint, which was corroborated by the testimony of one witness as to

her residence in the state of Idaho, and the cause was submitted to the Court for decision and after considering the evidence, and being fully advised, the Court finds the issues in favor of the plaintiff, and against the defendant, and that said defendant has been guilty of extreme cruelty of and toward the plaintiff, and that said plaintiff is entitled to have the bonds of matrimony existing between the plaintiff and defendant dissolved, and to be divorced from the defendant.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows;

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff divorced from the defendant.

Done at Boise, Idaho, this 27th day of May, 1949.

Chas. F. Koelsch
JUDGE OF THE DISTRICT COURT,
THIRD JUDICIAL DISTRICT,
STATE OF IDAHO.

STATE OF IDAHO)
(ss
COUNTY OF ADA)

I, otto F. Peterson, County Clerk of the County of Ada, in the State of Idaho, and ex-officio Clerk of the District Court of said County and State aforesaid, hereby certify that I have compared the foregoing copy of the divorce decree in the matter of Jennie C. Turner vs. Byron W. Turner with the original on file in said action, filed in my office on the 27th day of May, 1949, and that the same is a full, true, and correct copy of the said original, with the indorsements thereon, and of the whole thereof, now on file in this office.

WITNESS MY HAND and the seal of the said District Court this 27th day of May, 1949.

OTTO F. PETERSON
CLERK
BY B. Ogle Eagleson
DEPUTY

(SEAL)

2-bfh

6354

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY
NO 22118
FILED
A. M. P. M.
MAY 27 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

ELEANOR CORTES,
Plaintiff,
vs.
REUBEN CORTES,
Defendant.

JUDGMENT AND DECREE

THIS CAUSE Coming on regularly to be heard on the 27th day of May, 1949, before the Court, without a jury, plaintiff appearing in person and being represented by MOFFATT and YOUNG, her counsel, and the defendant having failed to appear in person or by counsel, and it appearing to the Court that Summons in the above entitled cause has heretobefore been duly and regularly issued and due service of process on said defendant had, and that the time for answering, demurring or appearing has expired, and that the default of Reuben Cortes, the defendant, for failing to appear, answer or demur within the time prescribed by law has heretofore been duly entered herein;

WHEREUPON, Evidence duly corroborated as required by law, was introduced by plaintiff, in which it appears to the Court that the allegations of plaintiff's cause of action contained in plaintiff's complaint on file herein are sustained by the testimony, free from all objections as to competency, admissibility and sufficiency; and it further appearing that the matters so alleged and proved are sufficient to entitle the plaintiff to judgment and decree in accordance with the complaint; and the case being closed, and the law in the premises being fully understood by the Court, the Court makes and enters this final judgment and decree:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree:

1. That the bonds of matrimony heretofore and now existing between plaintiff and defendant are forever dissolved.

2. That the written agreement made and entered into on the 15th day of April, 1949, by and between the parties hereto, a copy of which is in the files of this Court, marked "Exhibit 1", together with the provisions pertaining to the custody of said minor children, and the obligations contained therein, with the exception of child support, be and the same is hereby ratified, approved and confirmed by the Court, and that by reference thereto are incorporated in and made a part of this decree as fully and effectively as if set forth at length herein, and the custody of said minor children is hereby granted in accordance with the terms and provisions of said agreement, and defendant is ordered to pay the sum of Seven and Fifty/100 ($7.50) Dollars per child per week for the care, maintenance and support of said children, beginning the 16th day of June, 1949, and payments are to continue until each of said children become of age or marry.

DONE In open Court in Ada County, State of Idaho, this 27th day of May, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

JUDGMENT AND DECREE: Eleanor Cortes

vs. No. 22118

Reuben Cortes

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27th day of May, 19 49.

By Irma Hill, Deputy.

Otto F. Peterson
Clerk.

4

6355

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADAMS

ARDINELLE JAMESON,)
Plaintiff,)
vs.) DECREE
ELDON G. JAMESON,)
Defendant.)

The above-entitled cause came regularly on for hearing before Honorable A. O. Sutton, Judge of said District Court, at the Courtroom of said Court in the Adams County Courthouse at Council, Idaho, on May 13th, 1949, the plaintiff appearing in proper person and by Carl H. Swanstrom, her attorney of record, and the defendant appeared not, either in person or by counsel, and from the records and files of this cause, it was made to appear to the satisfaction of the Court that the defendant, Eldon G. Jameson, was duly and regularly served with Summons in this action by personal service thereof in Adams County, Idaho, on the 15th day of April, 1949, and that said defendant has failed to appear in this action to plead to plaintiff's complaint, and the time allowed him by law to so appear has fully expired, and it further appearing that said defendant is not engaged in any of the Armed services of the United States, or in any preferential service conferring any immunity upon him from process in civil actions, and that his default for his failure to appear in this action has heretofore been duly entered according to law. On motion of plaintiff said cause was set down for trial and determination before the Court and witnesses were sworn and testified in behalf of plaintiff and the Court having heard and considered the evidence and finding therefrom that all the material allegations of plaintiff's complaint are proven and true and sustained by sufficient competent evidence, and that plaintiff is

ARL H. SWANSTROM
ATTORNEY AT LAW
COUNCIL, IDAHO

entitled to the relief prayed for in her said complaint,---

Now, Therefore, by reason of the premises aforesaid and the law, it is hereby ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff Ardinelle Jameson and the defendant Eldon G. Jameson be, and the same are, hereby severed, dissolved and forever held for naught, and plaintiff is hereby awarded an absolute divorce from defendant upon the ground of defendant's extreme cruelty.

It is further CONSIDERED, ORDERED AND ADJUDGED that the plaintiff Ardinelle Jameson have the permanent care, custody and control of the minor children of plaintiff and defendant, namely:

Of Eldon Bruce Jameson:
Of Gerald Brent Jameson:
Of Clifton Michael Jameson:

subject to the right of defendant to have said minor children visit with him, and have temporary custody thereof, for periods not exceeding six (6) weeks of each year during the summer school vacation months of June and July, and that defendant be permitted to see and visit with said minor children at other reasonable times and places and all subject to and until the further order of this Court.

It is further CONSIDERED, ORDERED AND ADJUDGED that the defendant be, and he is hereby, directed to pay plaintiff as and for the support of said minor children, namely:

Of Eldon Bruce Jameson:
Of Gerald Brent Jameson:
Of Clifton Michael Jameson:

the sum of ONE HUNDRED DOLLARS ($100.00) per month commencing June 10th, 1949, and a like sum of ONE HUNDRED DOLLARS ($100.00) on or before the 10th day of each and every month thereafter until the further order of the Court, Provided, However, that upon any subsequent remarriage of plaintiff, such support money required of defendant shall be reduced to the sum of SEVENTY FIVE DOLLARS

ARL H. SWANSTROM
ATTORNEY AT LAW
COUNCIL, IDAHO

($75.00) and as each of such minor children shall attain the age of 18 years, such support money required of defendant shall be reduced by the amount of $25.00 per month.

It is further ORDERED that the real and personal property of plaintiff and defendant, as described in Paragraph V of plaintiff's Complaint, is necessary in the care, maintenance and support of plaintiff and of said minor children and the same is hereby awarded to plaintiff as and for her separate property and the previous conveyance of said property to plaintiff by defendant is hereby Approved and Confirmed by the Court.

Dated this 13th day of May, 1949.

A. O. SUTTON
District Judge

EARL H. SWANSTROM
ATTORNEY AT LAW
COUNCIL, IDAHO

STATE OF IDAHO
)SS.
COUNTY OF ADAMS

I, Mabel Hoover, the duly elected, qualified and acting Auditor of Adams County, Idaho, and Clerk of the District Court in and for Adams County, Idaho, do hereby CERTIFY that the foregoing instrument is an exact copy of a DECREE entered in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Adams on the _____ day of May, 1949, in the action of Ardinelle Jameson, plaintiff, vs. EldonG. Jameson, defendant, and now of record in said Court and in my possession as the Clerk thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 13 day of May, 1949.

Mabel Hoover
Clerk of District Court in and
for Adams County, Idaho.

CARL H. SWANSTROM
ATTORNEY AT LAW
COUNCIL, IDAHO

Anna Keeper

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

1949 MAY -3 PM 4:05
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

15768

6356

MARGE COLLINS,)

Plaintiff.)

-vs-) DECREE.

DEAN COLLINS,)

Defendant.)

- -

This cause came on regularly for hearing in Chambers at Pocatello, Idaho, on the 3rd day of May, 1949, Ben Peterson appearing as counsel for the plaintiff, and no one appearing for or on behalf of the defendant. Whereupon witnesses were regularly sworn and examined and testified for and in behalf of the plaintiff; and the defendant having submitted no proof whatever for or in his behalf, this cause was thereupon submitted to the Court for its decision upon the testimony submitted for and on behalf of the plaintiff. It further appearing that the parties hereto have entered into a written Stipulation, providing for full and complete settlement of all the property rights of the parties, and it further appearing that said Stipulation and the terms thereof are fair, just and equitable to each of the parties hereto, and that the same should be approved by the Court, and the Court being fully advised in the premises, now finds as follows:

That the defendant was duly and regularly served with Summons and Complaint in all respects as required by the laws of the State of Idaho, and it further appearing that the time permitted by law for making an appearance by the defendant has expired, and that the default of the defendant has been duly and regularly entered in all respects as required by law; and that the defendant is not a person within the terms and provisions of the Soldiers' and Sailors' Civil Relief Act of 1940. That this Court has jurisdiction of the subject matter of this suit and of the person of the above named plaintiff and of the person of the above named defendant, and that the plaintiff has established the allegations set forth in her Complaint by competent evidence,

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

free from legal objection, and is entitled to a Decree of Divorce as prayed for in her Complaint; that there is on file in this action a Property Settlement Agreement, entered into between the parties hereto. That said Agreement and the provisions thereof are fair, just and equitable, and the Court does hereby adopt the provisions of said Agreement as a part and parcel of this Decree. That the said Property Settlement Agreement is introduced in evidence, marked Exhibit "A", and made a part of the files of this action. That said Property Settlement Agreement herein referred to is by reference hereto made a part of this Decree, and the Court does hereby expressly order in this Decree the parties to comply with said Agreement, and all the provisions thereof.

NOW, THEREFORE, on motion of Ben Peterson, the attorney of record for the above named plaintiff, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I.

That the marriage heretofore and now existing between the plaintiff above named and the defendant above named be, and the same is hereby, forever dissolved, set aside and held for naught, and that the plaintiff and defendant, and each of them, be, and they are hereby, restored to the status of single persons.

II.

That the Property Settlement Agreement between the parties hereto, heretofore referred to, become a part of this Decree, and that Judgment be entered in accordance with the provisions of said Property Settlement Agreement.

III.

That the plaintiff have the custody and control of the minor children of the parties hereto, and that the defendant be permitted to see said children at reasonable times and places.

DONE IN OPEN COURT, This 3rd day of May, 1949.

Isaac McDougall
DISTRICT JUDGE.

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

MARGE COLLINS,)

Plaintiff.)

-vs-) STIPULATION.

DEAN COLLINS,)

Defendant.)

- - - - - - - - - - - - - - - - - - - -

IT IS STIPULATED, By and between the parties to the above entitled action, as follows:

I.

That the defendant above named pay to the plaintiff herein the sum of One Hundred Dollars ($100.00) per month, payable on 30th of April, 1949, and upon the 30th of each successive month, until further Order of the Court or until further agreement of the parties. That said sums are paid to the plaintiff herein for the support and maintenance of herself and minor children referred to in said Complaint.

II.

That the defendant convey to the plaintiff herein as her sole and separate property the motor vehicle of the parties referred to in said Complaint by the endorsement of the Certificate of Title thereto.

III.

That the plaintiff have for her use and benefit all of the furniture, fixtures and equipment of the parties hereto, and the defendant does hereby agree and stipulate that upon a final hearing of said cause all of the property referred to in the Complaint be awarded to the plaintiff herein as her sole and separate property, and further that upon a final determination of said cause that the Court may enter an Order, ordering and directing the defendant to pay to the plaintiff, for the use and benefit of herself and minor children, the sum of Twenty-Five Dollars ($25.00) per week, from and after the date of the entry of said Decree.

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals, the 12th day of April, 1949.

WITNESS: BEN PETERSON — MARGE R. COLLINS, Plaintiff.

WITNESS: BEN PETERSON — DEAN COLLINS, Defendant.

STATE OF IDAHO, County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Marge Collins, Plaintiff -vs- Dean Collins, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of May, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED
Anna Keefe

1949 MAY-3 PM 3:18
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

15-177

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

TUDE E. DICKSON,
Plaintiff,
-vs-
CHARLES W. DICKSON,
Defendant.

6357

DECREE

This cause came on regularly to be heard and tried before the undersigned, one of the Judges of the above entitled Court, at Pocatello, Idaho, on the 3rd day of May, 1949, the plaintiff appearing in person and by her attorney, Henry Mc Quade and the defendant appearing neither in person nor by counsel,

It appearing to the Court that the defendant has been served with Summons and Complaint and failed to appear or plead in said action within the time allowed by law or at all and default judgment has been duly entered against him.

Evidence was offered and received for and on behalf of the plaintiff in support of the allegations of her Complaint, from which it appears that each and every one of the allegations of the Complaint are true and such are found to be facts;

NOW, THEREFORE, The law and the evidence being by the Court understood and considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Tude E. Dickson and Charles W. Dickson, defendant, be, and the same are hereby dissolved and each of the parties is hereby restored to the status of a single person.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be awarded the miscellaneous household furniture; the 1947 DeSoto 4-Door Sedan and the savings account

with the Guaranty Federal Savings & Loan Ass'n., Pocatello, Idaho; and

IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED, That the defendant be required to complete the payments on the 1947 DeSoto 4-Door Sedan and a console radio.

JUDGMENT RENDERED And entered at Pocatello, County of Bannock, State of Idaho, this 3rd day of May, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Tude E. Dickson, Plaintiff -vs- Charles W. Dickson, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of May, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED

1572

6358

1949 MAY-5 PM 3:54

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

ZELLA NEWSOM,

Plaintiff

-vs-

CHARLES E. NEWSOM,

Defendant.

D E C R E E.

Copy

THIS CAUSE Came on regularly to be heard before the Honorable James McDaniel Judge of the above entitled Court sitting at Chambers at Pocatello, Bannock County, Idaho, this 5th day of May, 1949; the said plaintiff appearing in person and by her attorney, Carl C. Christensen and the said defendant not appearing either in person or by counsel,

AND It appearing to the Court that the said defendant has heretofore, to-wit: On the 24th day of February, 1949, been regularly served with process, and has failed to appear and answer the plaintiff's complaint filed herein or otherwise plead thereto, and the full legal time for so doing having expired and no answer, demurrer or other pleading having been filed or served, the default of said defendant in the premises having been duly entered according to law,

WHEREUPON, Said plaintiff and her witness were duly sworn and examined and evidence introduced from which it appears that all the material allegations contained in the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or sufficiency, and that the said matters so alleged and proved on behalf of the plaintiff are sufficient to entitle her to the relief prayed for in her complaint, and the Court being fully advised,

NOW, THEREFORE, On motion of Carl C. Christensen, Attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, ZELLA NEWSOM, and the defendant, CHARLES E. NEWSOM, be and the same hereby are absolutely dissolved, set aside and held for naught, and the parties be and hereby are divorced and freed from all the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff, ZELLA NEWSOM, be and she hereby is awarded the permanent care, custody and control of Edward Newsom and Yvonne Newsom, the minor children of the parties to this action, with

leave to the defendant to see and visit said minor children at all proper times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the Court retains jurisdiction relating to the support of the children so that in the event the defendant, CHARLES E. NEWSOM, the father of said children, should again come into the State of Idaho, and there be served with proper notices or orders in this matter, this decree be amended so as to require him to contribute a reasonable sum towards the support of said minor children.

DATED AND DONE at Chambers at Pocatello, Bannock County, Idaho, this 5th day of May, 1949.

Isaac McDougall
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Zella Newsom, Plaintiff -vs- Charles E. Newsom, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of May, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

X

FILED Anna Keeye

1949 MAY -6 AM 11:49

CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

THELMA L. SCHOUMAKER, Plaintiff,

vs.

JOHN SCHOUMAKER, Defendant.

DECREE

This cause came on regularly to be heard before the Honorable L. E. Glennon, Judge of the above entitled court, sitting at chambers at Pocatello, Bannock County, Idaho, this ___day of May, 1949, the plaintiff appearing by and through her attorneys, Bistline & Bistline, and the defendant not appearing either in person or by counsel; and it further appearing that the defendant has been duly and regularly served with Summons, and the defendant having failed to appear and answer said Complaint within the time allowed by law, or at all, and his default in the premises having been duly entered; and it further appearing to the court that the defendant is not in any of the military services of the United States of America;

WHEREUPON, said plaintiff and her witness were duly sworn and examined and evidence introduced from which it appears that all of the material allegations of the complaint are sustained by testimony free from all legal objections to its competency, admissibility or sufficiency; that said matters so alleged and proven in behalf of plaintiff by the evidence so adduced are sufficient to entitle plaintiff to the relief prayed for in said complaint;

And it further appearing to the court that the parties hereto have heretofore entered into an agreement for the settlement and distribution of the community property of the parties hereto, and the court having examined said agreement and settlement and having found that it is in all respects proper and satisfactory and should be approved; and the court now being fully advised in the premises,

NOW, On Motion of Bistline & Bistline, attorneys for the plaintiff:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of

matrimony heretofore existing between the plaintiff Thelma L. Schoumaker, and the defendant John Schoumaker be and the same are hereby absolutely dissolved and the parties freed from the obligations thereof, and said parties and each of them are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the custody of the minor child of the parties, to-wit, John Almer Schoumaker, be and the same is hereby awarded to the plaintiff, subject to the right of the defendant to visit said child at all reasonable times and places, and subject to the further order of this court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant pay to the plaintiff the sum of $65.00 per month, commencing from the date of this decree and on the same day of each and every month thereafter until further order of this court, for the support, care and maintainence of the said minor child of the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That all of the community property of the parties hereto, as described and set forth in the hereto annexed property settlement agreement, be and the same is hereby awarded to the parties hereto in accordance with each and all of the provisions of said annexed "Property Settlement Agreement", which said Property Settlement Agreement is hereby approved and confirmed and made a part of this decree the same as if fully and completely at this point set forth, said property to be the absolute and sole and separate property of the party receiving the same under and by virtue of said hereto annexed agreement.

DATED and Done at Chambers at Pocatello, Bannock County, Idaho, this 6th day of May, 1949.

L. E. GLENNON
District Judge.

BISTLINE & BISTLINE
ATTORNEYS AT LAW
POCATELLO, IDAHO

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into in triplicate this 9th day of March, 1949, by and between THELMA LORRAINE SCHOUMAKER, hereinafter referred to as "Wife", and JOHN SCHOUMAKER, hereinafter referred to as "Husband",

W I T N E S S E T H :

WHEREAS, the parties hereto were married on or about July 14, 1937, in Glendale, California, and ever since have been and now are husband and wife; and

WHEREAS, there is only one child the issue of said marriage, namely, JOHN ALMER SCHOUMAKER, aged about ten years, having been born February 9, 1939; and

WHEREAS, various unhappy differences and disagreements have arisen between the parties hereto, and still continue regarding their marital rights, property rights, and other matters, as a result of which the parties separated March 7, 1949, and ever since have ceased to live together as man and wife; and

WHEREAS, the parties hereto desire to enter into an agreement providing for the division and allotment of all property and property rights, both community and otherwise, owned or claimed to be owned by them, or either of them, or which may hereafter be owned or claimed by them or either of them, and providing further for the settlement of all other matters between themselves without the necessity of resorting to the Courts for the determination of same; and

WHEREAS, the said parties hereto desire this Agreement to effect and conclude a full, complete, and final property settlement between them, so that from the date of the execution of this Agreement, neither party hereto shall have or claim to have any right, title, interest, claim or estate in or to the property or property rights of the other as designated in this Agreement or otherwise.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements herein contained, and on behalf of each and both of the parties hereto, and in further consideration of the adjustments and settlements effected, provided, or concluded by this Agreement, it is hereby agreed by and between said parties hereto as follows:

1. Wife hereby sells, assigns, transfers, and delivers unto Husband all of Wife's right, title, and interest in and to a certain Oldsmobile sedan now registered to Husband by the Department of Motor Vehicles of the State of California.

2. Husband hereby sells, assigns, transfers, and delivers unto Wife all of Husband's right, title, and interest in and to a certain Ford coupe now registered to Wife by the Department of Motor Vehicles of the State of California.

3. Husband hereby sells, assigns, transfers, and delivers unto Wife all of Husband's right, title, and interest in and to all furniture, household effects, bric-a-brac, utensils, furnishings and personal property in, on, or about the premises known as 1170 West 38th Street, Los Angeles, California, except an RCA-Victor combination radio phonograph which shall belong to Husband.

4. Husband hereby sells, assigns, transfers, and sets over unto Wife all of Husband's right, title, or interest in and to that certain policy of life insurance issued December 5, 1936, by John Hancock Mutual Life Insurance Company of Boston, Massachusetts, being policy #2898034 insuring the life of Wife in the sum of Four Thousand Dollars ($4,000.00).

5. Wife shall have the care, custody and control of JOHN ALMER SCHOUMAKER, and Husband shall have the right to visit said child at reasonable times, the Wife hereby being given the right to take the child out of the State of California in event Wife so desires.

6. Husband shall pay Wife the sum of Sixty-Five Dollars ($65.00) per month commencing March 10, 1949, for and on account of the support and maintenance of JOHN ALMER SCHOUMAKER, minor child of the parties, and continuing on the 10th day of each calendar month thereafter until said child dies, reaches his majority, marries, or becomes self supporting.

7. Each party hereto assigns, transfers, and relinquishes unto the other party all right, interest, and claim of each party in and to any and all moneys, credits, bonds, accounts receivable, or bank accounts standing in the name of or belonging to such other party, together with any and all clothing, adornments of the person, and personal effects of such other party.

8. Neither party hereto shall hereafter incur any indebtedness or make any charge or debit against the account or credit of the other, and each party hereto hereby waives

and relinquishes any and all right, title, interest or claim against the estate or property of the other, and each party hereto hereby further waives the right to claim a probate homestead against the estate of the other, the right to family allowance from the estate of the other, and further hereby waives and relinquishes the right to act as trustee, administrator, administratrix, or receiver of the person, property, or estate of the other.

9. Neither party hereto shall receive, accept or take back by succession according to the laws of any State of the United States of America, any property, assets, or estate of the other, upon the death of such other, and this Agreement shall serve and be used as and hereby constitutes an assignment to the heirs at law of such deceased other party in the event such other party leaves no Last Will and Testament, of all the property rights of the surviving party hereto, which said surviving party might have taken at law had this Agreement not been executed and delivered.

10. Neither party hereto shall interfere or attempt to interfere in any manner with the ownership or control of the property of the other party hereto or with any profession, business, or enterprise in which such other party may be engaged.

11. Each party hereto hereby remises, releases and forever quitclaims unto the other party hereto all right, title, interest, claim, or estate of such party in and to any property which may hereafter be acquired by the other party hereto.

12. Each party hereto hereby waives, relinquishes, and releases all claims and demands whatsoever against the property of the other, as well as all claims and demands against the salary, wages, and earnings of the other, except as in this Agreement specifically provided, and all property which may hereafter be purchased or acquired by the other party hereto, including all profits, earnings, and income of such other party shall be free and clear of all claims and demands of such other party; and each party hereto is hereby authorized and empowered and is hereby granted the right to sell, dispose of, convey, or encumber such separate property now owned by them or either of them as herein set forth or such as hereinafter may be owned or acquired by them or either of them, without the consent or signature of such other party to such conveyances, documents, or encumbrances, and each party hereto hereby expressly and specifically waives and disclaims any and all homestead rights which may hereafter arise in connection with or in relation to any of the property of the other, and each party will, immediately following the request of the other, promptly and without further consideration, make, execute, and deliver to such other party all instruments, deeds, conveyances, assignments, bills of sale, or other documents or instruments which may reasonably be considered necessary or convenient in order to fully and faithfully carry out the spirit and intentions of this Agreement.

13. All property, whether real, personal, or mixed, by this Agreement conveyed or transferred by one of the parties hereto to the other party hereto, and all property, whether real, personal, or mixed which hereafter may be possessed or acquired by either party hereto shall be conclusively deemed to be the sole and separate property of the party so possessing or acquiring such property, whether by the terms of this Agreement or otherwise.

14. In the event of any litigation between the parties hereto, this Agreement may be submitted by either party hereto, to the Court having jurisdiction of such litigation, for said Court's approval and ratification, as a full, complete, and final settlement between the parties hereto of all things herein contained.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals and the respective attorney for the parties hereto have hereunto signed this Agreement in approval thereof, all on the day and the year hereinabove first written.

/s/ Thelma Lorraine Schoumaker
THELMA LORRAINE SCHOUMAKER
Wife

/s/ John Schoumaker
JOHN SCHOUMAKER
Husband

STATE OF CALIFORNIA)
) ss
County of Los Angeles)

On this 9th day of March, 1949, before me, TUDOR GAIRDNER, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared THELMA LORRAINE SCHOUMAKER, known to me to be one of the persons described in and who executed the foregoing Property Settlement Agreement and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

/s/ Tudor Gairdner
TUDOR GAIRDNER
Notary Public in and for
said County and State

(SEAL)

STATE OF CALIFORNIA)
) ss
County of Los Angeles)

On this 9th day of March, 1949, before me, Tudor Gairdner, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared JOHN SCHOUMAKER, known to me to be one of the persons described in and who executed the foregoing Property Settlement Agreement and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

/s/ Tudor Gairdner
Notary Public in and for
said County and State

(SEAL)

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE AND PROPERTY SETTLEMENT AGREEMENT

Thelma L. Schoumaker, Plaintiff -vs- John Schoumaker, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of May, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED
Anna Keefe
1949 MAY 9 AM 11:23
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

MARGARET BLACK,)
Plaintiff,)
-vs-) FINAL DECREE OF DIVORCE
GEORGE H. BLACK,) 6360
Defendant.)

This cause came on regularly to be heard before the Honorable L. E. Glennon, Judge of the above entitled Court sitting at chambers at Pocatello, Bannock County, Idaho, this 9th day of May, 1949, the plaintiff appearing in person and by counsel, C. V. Boyatt, and the defendant appearing in Propria Persona, as evidenced by the files of this action.

And it appearing to the Court that the said defendant was duly served with summons at Fort Ord, California, on the 4th day of May, 1949, and thereafter entered his appearance, refused to plead further, and consented to trial of the above cause without further notice.

Whereupon said plaintiff and witness were duly sworn and examined, and evidence introduced upon behalf of plaintiff from which it appears that all the material allegations of the complaint are sustained by competent evidence, and said matters so alleged and proved on behalf of plaintiff are sufficient to entitle her to the relief prayed for in her complaint;

IT IS THEREFORE ORDERED, ADJUDGED and DECREED:

1. THAT the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and the parties hereto relieved of all obligations thereof, and restored to the status of unmarried persons; and

2. That the plaintiff be, and she is hereby restored her former name of Margaret Neeser.

Dated this 9 day of May, 1949.

L. E. Glennon
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

FINAL DECREE OF DIVORCE

Margaret Black, Plaintiff -vs- George H. Black, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of May, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED
Anna Keeps
1949 MAY 10 PM 4:10
CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

15796

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

EARNEST E. RICHARDSON,)
Plaintiff,)
vs.)
CARRIE L. RICHARDSON,)
Defendant.)

6361

D E C R E E

This matter having come on to be heard at chambers in Pocatello, Idaho, this 10th day of May, 1949, and the plaintiff appearing in person and by and through his counsel of record, Louis F. Racine, Jr., and the defendant not appearing in person or by counsel, but having heretofore filed her written appearance and waiving the filing of an Answer, or otherwise pleading to plaintiff's complaint on file herein, and consenting that the cause may be heard and tried and Judgment entered, either in open court or by the Judge at Chambers at any time fixed by the Court or the Judge thereof, the Court has proceeded to hear the evidence from which it appears and the Court finds:

That all of the material allegations of the plaintiff's complaint are true and sustained by testimony free from all legal exceptions as to its competence, admissibility and sufficiency; that there are no children the issue of said marriage between plaintiff and defendant; that the plaintiff and defendant have no community property.

As a conclusion of law from the foregoing facts, the Court determines that the plaintiff is entitled to a divorce from the defendant on the ground of extreme cruelty; that all and singular the law and the facts are by this Court here understood and fully considered.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the marriage between the plaintiff and the defendant, Earnest E. Richardson and Carrie L. Richardson, be dissolved on the ground of extreme cruelty;

that the same is hereby dissolved upon said ground; that the parties are, and each of them is, free and absolutely released from the bonds of matrimony heretofore existing between them, and all of the obligations thereof; that the plaintiff and the defendant, and each of them, is restored to the status of single persons.

Done this 10th day of May, 1949, in chambers at Pocatello, Idaho.

Isaac McSweyn
~~L. E. Glennon~~
District Judge

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Earnest E. Richardson, Plaintiff -vs- Carrie L. Richardson, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 16th day of May, 19 49

By ..... Deputy

..... Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

1949 MAY 16 AM 11:02
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
ANNA KEEFE

VIVA HITCHCOCK,

Plaintiff,

-vs-

MONTEY C. HITCHCOCK,

Defendant.

6362

JUDGMENT AND DECREE

This cause came on regularly for hearing before the Honorable L. E. Glennon, District Judge of the above Court, at Pocatello, Bannock County, Idaho, on the 10th day of May, 1949. Plaintiff appeared in person and with her counsel, Black and Black of Pocatello, Idaho; defendant did not appear, either in person or by counsel.

IT APPEARED To the Court that Summons and Complaint in this cause were duly and regularly served by personal service thereof upon the defendant, but that said defendant failed within the time allowed by law, or at all, to appear and plead to or answer the Complaint of the plaintiff herein; and

IT FURTHER APPEARED That defendant is not in the Armed Forces of the United States and that the default of the defendant for failing to appear and plead was duly and regularly entered. Evidence both oral and documentary was thereupon introduced for and on behalf of plaintiff by plaintiff and a witness, free from all objections as to its competency and the Court finds that all of the material allegations of plaintiff's Complaint are true and correct and such are found to be the facts, and that the plaintiff is entitled to the relief prayed for in the Complaint.

IT FURTHER APPEARED That, subsequent to the filing of the Complaint herein, the parties to this action entered into a written Agreement, by the terms of which they agreed upon the division of the community property, custody and maintenance of the minor child, suit money, and attorney fees and costs, which Agreement has been presented to the Court, and the Court further orders that said Agreement is approved by the Court, and the terms thereof are hereinafter incorporated in this Decree; and the making of findings of fact and conclusions of law were waived by the default

of the defendant.

NOW, THEREFORE, the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and she is hereby awarded an absolute divorce from the defendant.

2. That the custody of the minor son; namely, Lloyd Hitchcock, is hereby awarded to plaintiff with the right on the part of defendant to visit said son at reasonable times and places, and that plaintiff and defendant are each hereby required to pay one-half of any necessary maintenance and support required by said Lloyd Hitchcock, minor son.

3. That there is hereby awarded to plaintiff as her sole and separate property, to-wit:

Household goods and furniture consisting of:

Piano, sewing machine, coal range, radio, chairs, table, refrigerator, and the other miscellaneous articles of furniture located in the apartment of plaintiff and defendant and now located at Portneuf Park, Pocatello, Idaho.

1935 Chevrolet (Wrecked) Automobile

4. That there is hereby awarded to defendant as his sole and separate property, to-wit:

1940 Chevrolet Automobile

5. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the parties hereto have in accordance with their said agreement, approved by the Court, sold and conveyed all of their right, title, and interest in and to that property located in Bannock County, Idaho, and described as Tract 9, Hurley Tracts, Subdivision in the SE¼ of Section 10, Township 6, South Range 34 E.B.M., Bannock County, Idaho, and that they now have no further interest in said property, and they have divided the proceeds thereof in accordance with the terms of said Agreement.

Dated this 10th day of May, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Viva Hitchcock, Plaintiff -vs- Montey G. Hitchcock, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 16th day of May, 19 49

By ..... Deputy

..... Clerk, District Court, Ex-Officio Auditor and Recorder

6363

FILED
Anna Keefe
1949 MAY 12 PM 2:15
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

15654

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BANNOCK

MURIEL BRONSON, :

Plaintiff, :

vs. : DECREE

VAL BRONSON, :

: : : : : : : : : : : : : : : : :

This matter coming on for hearing before the undersigned District Judge, sitting without a jury, in open court, the plaintiff being present in person and by her counsel, O. R. Baum, and the defendant coming not but making default herein, and by reason of such default having waived the making of findings of fact and conclusions of law, and it appearing to the court that an appropriate and proper order has been issued herein directing that judgment may be taken, and after submission of evidence, and the court being fully advised in the premises,

IT IS ORDERED that the bonds of matrimony existing between the parties herein be, and they are, hereby severed and each is released from the obligations thereof.

DATED this 12 day of ~~April~~ May, 1949.

L. E. Glennon
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Muriel Bronson, Plaintiff -vs Val Bronson, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 16th day of May, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6364

Anna Keefe

1949 MAY 12 PM 4:40

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

BERNICE H. SEVERSON,
Plaintiff,
-vs-
CLEMAN L. SEVERSON,
Defendant.

DECREE

Case No. 15764

- - -

The above entitled cause came on regularly to be heard and tried on the 12th day of May, 1949, before the above entitled Court, Honorable Isaac McDougall, sitting as Judge thereof; the plaintiff appearing in person and by her attorney, Henry McQuade; the defendant appearing not either in person or by counsel and that the said defendant having heretofore been duly served with processes herein by publication of notice in the Pocatello Tribune, a newspaper located in Pocatello, Bannock County, Idaho and Affidavit of which is contained in the file herein, said publication being made on the following dates: April 11th, April 18th, April 25th, May 2nd and May 9th, of the year 1949; and the said defendant having not answered plaintiff's Complaint herein and in the time provided by law, or otherwise, and the default of the defendant for not answering said Complaint having been duly entered herein, in the manner provided by law; that the Court proceeded to examine the files, records and proceedings had in this case, and that from such examination the Court finds that the defendant has had due notice as provided by law, and that publication having been made in a newspaper of Bannock County, Idaho and the whereabouts of the defendant not being known by the plaintiff and said publication of Summons being made pursuant to the statutes of the State of Idaho, that the defendant failed to appear, answer or plead, and that there-

after a default was entered by the Clerk of the Court, pursuant to the default of said defendant; that this Court has jurisdiction of this cause of action and the parties herein;

Thereupon the plaintiff was duly and regularly sworn, according to law, and the plaintiff testified in support of the allegations of the Complaint, together with her corroborating witness, Henry McQuade; and after hearing the testimony so offered and received and being fully advised in the premises, the Court finds that all of the material allegations of the Complaint are true and fully sustained.

NOW, THEREFORE, The law and the evidence being by the Court understood and considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Bernice H. Severson and Cleman L. Severson, defendant, be, and the same are hereby dissolved and each of the parties is hereby restored to the status of a single person.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be awarded the equity in the following described realty:

> Lots 36 and 37 in Block 7 of North Pocatello, according to Official Plat and Survey thereof, located on the premises known as 166 Roosevelt, Pocatello, Bannock County, Idaho,

together with miscellaneous household furniture.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be awarded the care, control and custody of the said minor children of the parties to this action, to-wit: Ladean L., age thirteen (13) and Oscar C., age ten (10) years.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant be awarded the 2-Ton Studebaker Truck.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant be required to pay to the plaintiff, support and maintenance money for the aforementioned minor children of the parties, in the sum of Seventy Five Dollars ($75.00) per

month, beginning on the 1st day of June, 1949 and a like sum on the 1st day of each month thereafter, or until further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant pay to the plaintiff, or her attorney, Henry McQuade, the sum of One Hundred Fifty Dollars ($150.00) as attorney fees.

JUDGMENT RENDERED And entered at Pocatello, County of Bannock, State of Idaho, this 12th day of May, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Bernice H. Severson, Plaintiff, -vs- Cleman L. Severson, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 24th day of May, 19 49.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

ANNA KEEFE

1949 MAY 16 AM 11:58
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF BANNOCK

WANDA BURKEY,)
Plaintiff,)
vs.) JUDGMENT AND DECREE.
MERRITT BURKEY,)
Defendant.)

6365

This cause came on regularly for hearing before the Honorable L. E. Glennon, District Judge of the above Court, at Pocatello, Bannock County, Idaho, on the 16th day of May, 1949. Plaintiff appeared in person and with her counsel, Black & Black of Pocatello, Idaho; the defendant appeared through and by his counsel of record, Louis F. Racine, Jr., of Pocatello, Idaho, and both parties announced that they were ready for trial, and by Stipulation, the time for trial was fixed for 11:00 A.M. on the 16th day of May, 1949.

Evidence was offered on behalf of the plaintiff, both oral and documentary, and in support of all of the material allegations of her Complaint, and no evidence was offered by the defendant. Counsel for the respective parties stipulated the waiving of the making of Findings of Fact and Conclusions of Law, and the Court being fully advised in the premises finds that the Summons and Complaint in this cause were duly and regularly served upon the defendant, and that the defendant appeared by filing an Answer, and the case has been submitted to the Court;

THE COURT FURTHER FINDS that the defendant is not in the Armed Forces of the United States, and that the evidence offered by the plaintiff is sufficient to sustain all the material allegations of her Complaint, and that she is entitled to a divorce from the defendant.

THE COURT FURTHER FINDS That subsequent to the filing of the Complaint herein, the parties to this action entered into a written Stipulation by the terms of which they agreed upon a division of the community property, alimony, attorneys fees and Court costs, and the Court finds that said Stipulation is just and proper, and hereby approves the same, and the terms thereof are hereinafter incorporated in this Decree, and the Court being now fully advised in the premises, and the matter having been fully submitted to the Court;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant

be, and the same are hereby dissolved, and that plaintiff be, and she is hereby awarded an absolute divorce from the defendant.

2. That there is hereby awarded to the plaintiff as her sole and separate property, the following items of property and furniture, including all furniture that was plaintiff's separate property prior to her marriage to the defendant, more particularly as follows:

> Living room set, bedroom set, couch, dishes, silverware, linens, Mixmaster, Iron, toaster, waffle iron, radio, phonograph, records, three lamps, and miscellaneous items of household goods and furniture;

and the defendant has no further right, title or interest in or to the same.

3. That there is hereby awarded to the defendant as his sole and separate property, the following property, to-wit:

REAL PROPERTY:

Equity of about $581.00 in the following described property, to-wit:

Southwesterly 70 feet of Lots 1 and 2 in Block 230 of Pocatello Townsite, Bannock County, Idaho, according to the official plat of the survey of said lands returned to the General Land Office by the Surveyor General.

Subject to a right-of-way for Sewer line across the Southwesterly 70 feet of Lot 2, as now located, with all right of ingress and egress.

PERSONAL PROPERTY:

Electric stove, refrigerator, kitchen set, and washing machine, and the plaintiff has no further right, title or interest in or to the same.

4. That the defendant has paid to the plaintiff the sum of $600.00 in full settlement of all of plaintiff's right, title and interest in and to the above-described real and personal property, decreed to the defendant herein.

5. That the defendant has paid to the plaintiff's Attorneys, Black & Black of Pocatello, Idaho, the sum of $95.00 in full settlement of attorneys fees and Court costs incurred in the prosecution of this action.

6. That the defendant is hereby required to pay all community property debts of the parties, which existed at the time of the filing of the Complaint in this cause.

7. That the plaintiff's former name of Wanda Edwards be, and the same is hereby restored to her use.

Dated this 16th day of May, 1949.

L. E. GLENNON
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Wanda Burkey, Plaintiff -vs- Merritt Burkey, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 16th day of May, 19 49

By..... Deputy

..... Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

1949 MAY 16 PM 3:53
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

VERNELL SHURTLIFF, Plaintiff,

-vs-

ALBERT SHURTLIFF, Defendant.

JUDGMENT AND DECREE

This cause came on regularly for hearing before the Honorable Isaac McDougall, District Judge of the above Court, at Pocatello, Bannock County, Idaho, on the 16th day of May, 1949. Plaintiff appeared in person and with her counsel, Black & Black of Pocatello, Idaho; the defendant appeared through and by his counsel of record, Louis F. Racine, Jr., of Pocatello, Idaho, and both parties announced that they were ready for trial, and by Stipulation, the time for trial was fixed for 3 P.M. on the 16 day of May, 1949.

Evidence was offered on behalf of the plaintiff, both oral and documentary, and in support of all of the material allegations of her Complaint, and no evidence was offered by the defendant. Counsel for the respective parties stipulated the waiving of the making of Findings of Fact and Conclusions of Law, and the Court being fully advised in the premises finds that the Summons and Complaint in this cause were duly and regularly served upon the defendant, and that the defendant appeared by filing an Answer, and the case has been submitted to the Court;

THE COURT FURTHER FINDS That the defendant is not in the Armed Forces of the United States, and that the evidence offered by the plaintiff is sufficient to sustain all the material allegations of her Complaint, and that she is entitled to a divorce from the defendant.

THE COURT FURTHER FINDS That subsequent to the filing of the Complaint, herein, the parties to this action entered into a written Agreement by the terms of which they agreed upon a division of the community property, alimony, attorneys fees and Court costs, and the Court finds that said Agreement is just and proper, and

hereby approves the same, and the terms thereof are hereinafter incorporated in this Decree, and the Court being now fully advised in the premises, and the matter having been fully submitted to the Court;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and that plaintiff be, and she is hereby awarded an absolute divorce from the defendant.

2. That there is hereby awarded to the plaintiff as her sole and separate property, the following items of household furnishings:

Electric refrigerator, electric washing machine, radio, bedding, linens, cooking utensils, dishes, and miscellaneous articles of furniture all located at Apt. 4, Reed Apts., Lava Hot Springs, Idaho.

and defendant has no further right, title, or interest in or to the same.

3. That there is hereby awarded to the defendant as his sole and separate property, the following property, to-wit:

Lots One (1) and Two (2), Block 7,
W. J. Fife Addition to Hall City,
Lava Hot Springs, Bannock County,
Idaho.

1948 Nash Sedan Automobile
Boat and motor

and plaintiff has no further right, title, or interest in or to the same.

4. That the defendant has paid to the plaintiff the sum of $1, 187.50 in full settlement of all claims and demands for support and maintenance, and property settlement.

5. That the defendant is hereby required to pay $100.00 as and for attorney's fees, incurred by the plaintiff in the prosecution of this action.

Dated this 16th day of May, 1949.

ISAAC McDOUGALL
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

Judgment and Decree

Vernell Shurtliff, Plaintiff -vs- Albert Shurtliff, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 19th day of May, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

15319

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

FRANKLIN J. HALE,	:	F I L E D Anna Keefe 1949 MAY 18 AM 11:50 CLERK, AUDITOR & RECORDER BANNOCK COUNTY, IDAHO
Plaintiff,	:	
vs.	:	DECREE OF DIVORCE
LaVERA SWENSEN HALE,	:	
Defendant.	:	
	:	

This cause came regularly on for trial this 18th day of May, 1949, before the Honorable L. E. Glennon, Judge of the above entitled Court. Merrill & Merrill, Attorneys at Law, appeared for and on behalf of the plaintiff and cross-defendant. O. R. Baum and Darwin D. Brown, Attorneys at Law, appeared for and on behalf of the defendant and cross-complainant. Evidence was introduced by the plaintiff upon the issues framed by the pleadings in said cause and the defendant and cross-complainant did not submit any evidence, and said cause was thereafter submitted to the Court for decision.

The Court being now advised in the law and the premises, and written Findings of Fact and Conclusions of Law having been expressly waived in writing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, as follows:

That the defendant and cross-complainant take nothing by reason of her cross-complaint.

That relief be granted the plaintiff upon his complaint and that the marriage contracted between the plaintiff, Franklin J. Hale, and the defendant, LaVera Swensen Hale, at Logan, Cache County, Utah, on January 12, 1948, be, and the same is hereby, dissolved and held for naught and said parties, and each of them, is restored to the status of single person.

That the agreement for property settlement between the parties be, and the same is hereby, approved, and that no further payments be made to the defendant by the plaintiff; that the following described property be, and the same is hereby, declared to be the sole and separate property of the plaintiff, Franklin J. Hale, freed of all rights and claims of the defendant, LaVera Swensen Hale, to wit:

North Half of Lot 14 and all of lots 15, 16, 17, and 18, in Block 10 of Citizens Addition to Grace, Caribou County, Idaho, according to the official plat of the survey of said lands on file in the office of the County Recorder of Caribou County, Idaho.

Also:

The West Half of the Southeast quarter and the Southeast Quarter of the Southeast Quarter of Section 33, Township 9 South, Range 40 East Boise Meridian, and Lot 1 of Section 4, Township 10 South, Range 40 East Boise Meridian.

Also an undivided one-half interest in and to the following described lands in Caribou County, Idaho, to wit:

The East Half of the Southeast Quarter of Section four, and the Northeast quarter of the Northeast Quarter of Section Nine, and the Northwest Quarter of the Northwest Quarter of Section Ten, all in Township ten South, Range Forty East Boise Meridian, containing 160 acres, more or less.

Also, the Southwest quarter of Section Eight, Township Ten South, Range Forty East of the Boise Meridian, in Idaho, together with all ditch and water rights thereunto belonging and 158 shares of the capital stock of the Last Chance Canal Company, and being the same real estate conveyed to the Union Central Life Insurance Company by Deed dated March 8, 1933, and recorded in Book 68, page 398, of the Records of Bannock County, State of Idaho. Also, the West Half of the

Northwest quarter, and the Northwest quarter of the Southwest quarter of Section 17, and the Northeast Quarter of the Southeast quarter of Section 18, all in Township 10 South of Range 40 East of the Boise Meridian, together with all ditch and water rights thereunto belonging, and being the same real estate conveyed to the Union Central Life Insurance Company by Deed dated September 16, 1927, and recorded in Book 56, page 512 Records of Bannock County, Idaho.

The remaining one-half interest being owned by the mother of Franklin J. Hale.

Also:

All personal property, including machinery, farm equipment, seeds, cattle, cash on hand, and all other items of property owned and possessed by said plaintiff prior to said marriage.

That the following described property be, and the same is hereby, declared to be the sole and separate property of the defendant, LaVera Swensen Hale, to wit:

An undivided interest in and to lands located in Caribou County, Idaho, and described as follows:

The North half of the Southeast quarter of Section 15, Township 11 South, Range 40 East Boise Meridian.

Also:

The South half of Lot 1 and the North half of Lot 2 in Section 19, Township 11 South, Range 41 East Boise Meridian.

(The other interest being vested in the children of the defendant.)

Together also with various items of personal property including farm machinery and equipment, seeds, cattle, cash on hand, and all other items of property owned and possessed by said defendant prior to said marriage.

Dated this 18th day of May, 1949.

L. E. Glennon

DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Franklin J. Hale, Plaintiff -vs- LaVera Swensen Hale, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 19th day of May, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6368

FILED
Anna Keefe
1949 MAY 19 PM 4:55
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
By: Sarah Devaney, Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

BELLE V. MARTINEZ,

Plaintiff,

vs.

CARLOS MARTINEZ, FIRST SECURITY BANK OF IDAHO, N.A. Pocatello branch, a banking corporation, DANNY POULOS and BOBBIE WEAVER,

Defendants.

DECREE OF DIVORCE

The above entitled matter came duly on for hearing before the undersigned District Judge in his Chambers in Pocatello, Idaho, on the 19th day of May, 1949.

The plaintiff appeared in person and by her attorney, F. E. Tydeman.

The defendant, Carlos Martinez, failed to appear either in person or by attorney.

It appearing that a duly verified complaint has been filed herein, and that a summons thereupon issued, and that the said summons has been served upon the defendants in Bannock County, Idaho. and with proper proof of such service has been returned to the above entitled court and filed with the Clerk thereof.

It further appearing that the defendant, Carlos Martinez, has failed to appear in the manner and within the time provided in the said summons, and is in default therefor, and his default having been duly entered by the Clerk of the above entitled court, the cause was ready to be submitted to the court.

The defendant, Carlos Martinez, not having appeared, findings of fact and conclusions of law have been waived, and the court finds from the testimony of the plaintiff and one other witness, that the allegations of the complaint are true:

That for more than six weeks prior to the filing of the said complaint herein and at the time of the hearing, the plaintiff was

an actual bona fide resident of the State of Idaho; that the orders issued to the defendants, Danny Poulos and Bobbie Weaver, were properly issued; that the parties hereto were married in Pocatello, Idaho, on the 5th day of April, 1931, and have been husband and wife since that date; that the community property of the parties consisted of a business block in Pocatello, Idaho, which is more fully described herein and some household furniture; that there are four minor children of the parties hereto, to-wit: Carol Jean, age 17, Carl Jr., age 15, Juanita, age 13, Delores, age 12; that the said children are now in the custody of the plaintiff; that the defendant is not employed by the United States Government nor is he in any branch of the armed forces but is engaged in a strictly civilian occupation; that the plaintiff has no training or occupation with which to earnsufficient money to care for the said children; that the defendant has been guilty of extreme cruelty within the meaning of the statutes relative to grounds for divorce in the State of Idaho; that the court has investigaged the condition of the property hereinafter described and finds that it is advisable to decree all of the said property to the plaintiff, subject to the liens upon the property, including a lien for the plaintiff's attorney's fee.

It is therefore ordered, adjudged and decreed that the bonds of matrimony now existing between the parties be dissolved and the parties restored to the status of single persons.

That the custody of the children of the parties, to-wit: Carol Jean Martinez, Carl Martinez, Jr., Juanita Martinez, and Delores Martinez is hereby awarded to the plaintiff.

That all of the household furniture belonging to the parties hereto is awarded to the plaintiff.

That there is awarded to the plaintiff as her sole and separate property all of the following described real estate located in Bannock County, State of Idaho, to-wit:

Commencing at the North corner of Lot one, Block 372, Pocatello Townsite, Bannock County, State of Idaho, and running thence in a Southwesterly direction along the line between Center Street and said Lot one a distance of 30 feet for the beginning point of the following survey, thence at right angles in a Southeasterly direction parallel with Second Avenue 90 feet to the dividing line between Lots 3 and 4 of said Block, thence at right angles in a Southwesterly direction along said dividing line 30 feet, thence at right angles in a Northwesterly direction parallel with Second Avenue 90 feet to the Southerly line of Center Street, thence at right angles in a Northeasterly direction along the line between Center Street and said Lot one, 30 feet to the place of beginning, the same being a rectangular piece of ground having a frontage of 30 feet on Center Street and extending back 90 feet across said Lots 1, 2, and 3 and containing 2700 square feet according to Official Plat thereof.

Dated: May 19th 1949.

ISAAC McDOUGALL
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Bellie V. Martinez, Plaintiff -vs- Carlos Martinez, First Security Bank of Idaho, N. A. Pocatello, Danny Poulos and Bobbie Weaver

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 24th day of May, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED

6369

1949 MAY 19 AM 11:21

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BANNOCK

RUBY KOONTZ,	:	
Plaintiff,	:	
vs.	:	DECREE
FLOYD E. KOONTZ, JR.,	:	
Defendant.	:	

This matter coming on for hearing before the undersigned District Judge, sitting without a jury, in open court, the plaintiff being present in person and by her counsel O. R. Baum and Darwin D. Brown, and the defendant coming not but accepting service and making default herein, and by reason of such acceptance of service and such default, having waived the statutory time for appearance herein, benefits of the Soldiers' and Sailors' Civil Relief Act, the making of findings of fact and conclusions of law, and it appearing to the court that an appropriate and proper order has been issued herein directing that judgment may be taken, and after submission of evidence, and the court being fully advised in the premises,

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the parties herein be, and they are hereby, severed and each is released from the obligations thereof.

DATED this 19 day of May, 1949.

L. E. Gabbon
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Ruby Koontz, Plaintiff , -vs- Floyd E. Koontz, Jr., Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 19th day of May, 19 49.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

F I L E D
Anna Keefe
1949 MAY 20 A.M. 9:07
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

GWEN K. MARLER,)

Plaintiff.)

-vs-) D E C R E E.

RAY MARLER,)

Defendant.)

- - - - - - - - - - - - - - - - - - - -

The above entitled cause having come on regularly for hearing before the Court, and the plaintiff appearing in person and by her counsel, Milton E. Zener, and the defendant appearing not, either in person or by counsel, and it appearing to the Court that the defendant has been duly and regularly served with Summons and Complaint as required by law, and that the time has expired for filing of an appearance by the defendant, and that no appearance has been filed, and it further appearing that the default of the defendant has been duly and regularly made and entered, and that the defendant is not a person within the terms and provisions of the Soldiers' and Sailors' Civil Relief Act of 1940; and the plaintiff having been duly sworn and testified on her own behalf, and Milton E. Zener having been sworn and testified in respect to the residence of the plaintiff, and the Court having found that the allegations of plaintiff's Complaint are fully sustained by the proof, and that the plaintiff is entitled to relief prayed for.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, as follows:

I.

That the bonds of matrimony heretofore existing between the parties be, and the same are hereby, dissolved, and an absolute Decree of Divorce is granted in favor of the plaintiff and against the defendant, and the parties, and each of them, are restored to their status of unmarried persons.

II.

That the custody and control of the minor child of the parties, namely, a son, Jerry Lee Marler, age two (2) years, is hereby awarded to the plain-

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

tiff, with the right on the part of the defendant to visit said child at reasonable times and places.

III.

That the defendant is hereby required to pay to the plaintiff, for the support, maintenance and education of the minor child of the parties, the sum of Forty Dollars ($40.00) per month, commencing on the 15th day of June, 1949, and on the 15th day of each and every month thereafter.

IV.

That the plaintiff be, and she is hereby, awarded as her sole and separate property all household goods and furnishings belonging to the parties and her own personal effects.

V.

That the defendant be, and he is hereby, awarded as his sole and separate property the 1941 Oldsmobile automobile belonging to the parties and his own personal effects.

DONE IN OPEN COURT, This 24th day of May, 1949.

L. E. GLENNON
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Gwen K. Marler, Plaintiff -vs- Ray Marler, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 24th day of May, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

15727

6371

FILED
Anna Keeps

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BANNOCK

1949 MAY 20 PM 2:57

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

CECILE A. STEFFENS,)

Plaintiff,)

vs) DECREE

WILLIAM C. STEFFENS,)

Defendant.)

This cause came on regularly to be heard before the undersigned district judge in his Chambers at Pocatello, Idaho, on the 20th day of May, 1949.

Plaintiff appearing in person and by herattorneys, Jones, Pomeroy & Jones, and no one appearing for or in behalf of the above named defendant and it appearing to the court that the defendant has been served with a summons and complaint in the said action and has failed to appear, plead or answer to the said complaint within the time provided by law or at all;

UPON MOTION of the attorneys for plaintiff, default was entered against defendant. Evidence was offered and received for and in support of the complaint of plaintiff and no evidence was offered for and an behalf of defendant. Evidence being closed, the case was submitted to the court for consideration and decision and after due deliberation thereon the court ordered that judgment be entered in favor of plaintiff and against defendant as follows:

NOW, THEREFORE, the law and evidence being by this court fully understood and considered;

IT IS ORDERED, ADJUDGED AND DECREED, (1) that the bones of matrimony now existing between plaintiff Cecile A. Steffens and defendant William G. Steffens be and the same are hereby absolutely dissolved and each of the parties restored to the status of a single person. (2) that the care and custody of the minor called to wit, Wilma Ann Steffens, be awarded to the plaintiff, (3) that the plaintiff have as her sole and separate property the following which is now within the jurisdiction of this court; one Frigidaire, steel table and chairs and washing-machine,

DONE IN OPEN COURT, this 20th day of May, 1949.

James McDougall
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Cecile A. Steffens, Plaintiff -vs- William C. Stevvens, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 24th day of May, 19 49.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6372

1949 MAY 21 PM 12:26

CLERK DISTRICT COURT RECORDER
BANNOCK COUNTY, IDAHO

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

DOROTHY BETTY,)

Plaintiff.)

-vs-) DECREE.

KENNETH BETTY,)

Defendant.)

The above entitled cause having come on regularly for hearing before the Court, and the plaintiff appearing in person and by her counsel, Milton E. Zener, and the defendant appearing not, either in person or by counsel, and it appearing to the Court that the defendant has been duly and regularly served with Summons and Complaint as required by law, and that the time has expired for filing of an appearance by the defendant, and that no appearance has been filed, and it further appearing that the default of the defendant has been duly and regularly made and entered, and that the defendant is not a person within the terms and provisions of the Soldiers' and Sailors' Civil Relief Act of 1940; and the plaintiff having been duly sworn and testified on her own behalf, and Milton E. Jensen having been sworn and testified in respect to the residence of the plaintiff, and the Court having found that the allegations of plaintiff's Complaint are fully sustained by the proof, and that the plaintiff is entitled to relief prayed for.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, as follows:

I.

That the bonds of matrimony heretofore existing between the parties be, and the same are hereby, dissolved, and an absolute Decree of Divorce is granted in favor of the plaintiff and against the defendant, and the parties, and each of them, are restored to their status of unmarried persons.

II.

That the defendant be, and he is hereby, awarded as his sole and separate property the electric stove and 1935 Chevrolet Fordor automobile belonging to the parties.

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

III.

That the plaintiff be, and she is hereby, awarded as her sole and separate property all other household goods and furnishings belonging to the parties as set forth in the Complaint.

IV.

That the defendant is hereby required to pay for the use and benefit of the plaintiff and for counsel fees and Court costs the sum of One Hundred Twenty-Five Dollars ($125.00).

DONE IN OPEN COURT, This 21 day of May, 1949.

ISAAC McDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Dorothy Betty, Plaintiff -vs- Kenneth Betty, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 23rd day of May, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

#15773

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR COUNTY OF BANNOCK

F I L E D
Anna Keefe
CLERK, AUDITOR & RECORDER
1949 MAY 21 AM 10:04
BANNOCK COUNTY, IDAHO

ELAINE K. HURST,)
Plaintiff)
vs.)
G. W. HURST,)
Defendant)

DECREE OF DIVORCE

THIS CAUSE came regularly on for hearing upon the Plaintiff's verified complaint, before the Court this 21 day of May, 1949, the Plaintiff appearing in person and by her Attorneys, PHILLIPS & HAIGHT, and the Defendant appearing by written appearance, which was introduced in evidence and made apart of the record of this case, and which said appear ance did admit service but waived filing of Answer, and consented to a judgment being entered, the default of Defendant having heretofore been entered according to law, and the Defendant having by his Written Appearance and default waived Findings of Fact and Conclusions of Law; and the Court having heard the testimony of the Plaintiff and her witness, and being fully advised in all the premises, finds that the Defendant has been regularly served with summons and complaint in this case, that he has satered a voluntary a ppearance, and thereby has waived his right to answer or demur or in anywise plead to Plaintiff's complaint; and the Court further finds,

That all of the allegations of the Plaintiff's complaint are true and have been proven by competent testimony, and the Court further finds,

That the cause of action set forth in Plaintiff's complaint arose within the State of Idaho, and the Court being fully advised in the premises,

ORDERS, ADJUDGES AND DECREES, that the bonds of matrimony heretofore existing between the Plaintiff,

ELAINE K. HURST, and the Defendant, C. W. HURST, be and the same are hereby wholly dissolved a nd the parties freed from the obligations thereof;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant be required to pay to the Plaintiff, for her support and permanent alimony, the sum of $125.00 per month;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant, C. W. HURST, has no claim whatsoever of any kind or nature against the Plaintiff, ELAINE K. HURST, for monies, property---real or personal, or anything arising out of or by reason of the said marriage relation.

DATED this 21 day of May, 1949.

L. E. Glennon
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Elaine K. Hurst, Plaintiff -vs- C. W. Hurst, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 24th day of May, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED Anna Keefe

6374

1949 MAY 24 AM 11:38

GLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

15207

CLEO C. HARRINGTON,)
Plaintiff)
vs.) DECREE OF DIVORCE
RAMONA L. HARRINGTON,)
Defendant)
. . . . . .

This cause came regularly on to be heard before the Court sitting without ajury at chambers in Pocatello, Bannock County, Idaho, on the day of May, 1949. Merrill and Merrill, attorneys at law, appeared for and on behalf of the plaintiff, and no one appeared for and on behalf of the defendant; and

It appearing to the Court that the defendant was duly and regularly served with Summons; that the said defendant made her voluntary appearance herein and refused to plead further to plaintiff's complaint on file herein; that her default for failing to plead further to plaintiff's complaint on file herein has been duly and regularly entered according to law; and

It further appearing to the Court and the Court finds from the evidence offered and received for and on behalf of the plaintiff that the said plaintiff is now and has been for more than six weeks last past a bonafide resident of the State of Idaho living at Pocatello, Bannock County, Idaho, and that all of the material allegations of plaintiff's complaint are true and correct and that a Decree of Divorce should be entered in favor of the plaintiff and against the defendant for the fault of the defendant; and

It further appearing to the Court that there has been born of said marriage one child, to wit: Charlotte Joan Harrington, age Fifteen years, and that the care, custody and

control of said minor child should be awarded to the defendant, Ramona L. Harrington, and that the plaintiff, Cleo C. Harrington, should pay to the defendant the sum of $25.00 per month beginning with the 1st day of June, 1949 for the care, maintenance and education of said minor child; and,

The Court being fully advised on the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Cleo C. Harrington, and the defendant, Ramona L. Harrington, be and the same are hereby dissolved and the parties are freed from all obligations thereof and each of them is restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the custody and control of Charlotte Joan Harrington, minor child of said parties, be and she is hereby awarded to the defendant, Ramona L. Harrington, with the right of the plaintiff to visit said child at any reasonable time so long as said visitation does not in any way interfere with the care and control of the defendant over said minor child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff, Cleo C. Harrington pay to the defendant, Ramona L. Harrington, for the care, maintenance and education of said minor child the sum of $25.00 on the 1st day of June, 1949 and the sum of $25.00 on the 1st day of each month thereafter until the said minor child comes of age or until further ordered by this Court.

Dated this 24th day of May, 1949.

Isaac M. Pollard

DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

CLEO C. HARRINGTON, Plaintiff -vs- Ramona L. Harrington, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this First day of June, 19 49

By..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

15762

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO IN AND FOR BANNOCK COUNTY.

FILED
Anna Keefe
1949 MAR 28 PM. 4:13
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
Sarah Devaney,
Deputy

BARBARA WILLIAMS MORGAL,

Plaintiff,

-vs-

ELDON EDWARD MORGAL,

Defendant.

DECREE OF DIVORCE

This matter came regularly on to be heard before the Hon. Isaac McDougall, District Judge, on the 23rd day of May, 1949. Alfred C. Cordon appeared for and on behalf of the plaintiff, and no one appeared for or on behalf of the defendant. It appeared to the Court that the defendant had been duly and regularly served with summons and failed within the time allowed by law or at all to appear and plead to the complaint of the plaintiff and defendant's default for thus failing to appear has been duly and regularly entered. Evidence was introduced for and on behalf of the plaintiff from which evidence it appears that the plaintiff is entitled to the relief demanded by her complaint;

Now, therefore, the Court being fully advised in the law and the premises:

It is hereby ordered, adjudged and decreed that a decree of divorce be and the same is hereby granted the plaintiff, Barbara Williams Morgal, of and from the defendant, Eldon Edward Morgal, upon the grounds of extreme cruelty and for fault of the defendant, and that certain marriage contracted between said parties at Pocatello, Idaho, on the 30th day of December, 1948, be and same is hereby dissolved and said parties are and each of them is restored to the status of single persons.

It is further ordered, adjudged and decreed that the plaintiff's maiden name, Barbara Williams, be restored to her.

It is further ordered, adjudged and decreed that the wedding gifts, consisting of linens, trinkets and silverware be, and same are hereby awarded the plaintiff.

It is further ordered, adjudged and decreed that the defendant be, and is hereby required to pay to the Personal Loan Company of Pocatello, Idaho, the obligations of the plaintiff and defendant for borrowed money in the sum of approximately $200.00.

It is further ordered, adjudged and decreed that the defendant be and is hereby required to pay to Alfred C. Cordon, plaintiff's attorney, as part of his attorney's fee herein, the sum of $50.00 forthwith.

Done and dated in Chambers at Pocatello, Idaho, this 23rd day of May, 1949.

Isaac McDougall
District Judge

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Barbara Williams Morgal, Plaintiff -vs- Eldon Edward Morgal, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 24th day of May, 19 49.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED
ANNA KEEFE

6376

1949 MAY 31 PM 3:58

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

VIRGINIA PALFREYMAN,

Plaintiff,

vs.

DALE PALFREYMAN,

Defendant.

DECREE

THIS MATTER Coming on for hearing before the Honorable L. E. Glennon, District Judge, sitting without a jury, the plaintiff being present in person and by her counsel, O. R. Baum, and the defendant coming not but making default herein, and by reason of such default having waived the making of Findings of Fact and Conclusions of Law; and it appearing to the court that an Affidavit of Non-Military Status of the defendant has been filed herein, and that an Order has been issued directing that judgment may be rendered; and

It further appearing to the Court that the defendant herein has filed an Acceptance of Service, reading as follows:

"IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

VIRGINIA PALFREYMAN,

Plaintiff,

vs.

DALE PALFREYMAN,

Defendant.

ACCEPTANCE OF SERVICE

Defendant herein hereby acknowledges receipt of copy of Summons and Complaint in the above entitled matter and hereby accepts service and retains ten days only in which to enter an appearance.

Dated this 15th day of April, 1949.

/s/ DALE PALFREYMAN

*STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 15th day of April, in the year 1949, before me the undersigned, a Notary Public in and for said County and State, personally appeared DALE PALFREYMAN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

/s/ S. D. HAMPTON
Notary Public for California,
Residing at Los Angeles, California.*

(SEAL)

and after submission of proof and the Court being fully advised in the premises,

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between the plaintiff and defendant be and the same are hereby severed and each is restored to the status of single persons; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant pay to the said plaintiff the sum of Ninety-three and no/100 Dollars ($93.00) for hospital and other expenses incurred owing to the illness of the minor child of said parties; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said plaintiff is a fit and proper person to have the care, control and custody of the minor child of said parties, to-wit: Kathleen Palfreyman, and that it is for the best interest of said child that the care, control and custody thereof be awarded to said plaintiff; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said care, control and custody of said minor child be and the same hereby is awarded to said plaintiff, provided, however, that the defendant shall have the right of visitation of said child at reasonable hours; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said defendant shall pay to said plaintiff for her use and for the use and benefit of the said minor child, the sum of Fifty and no/100 Dollars ($50.00) per month, which said sum shall be paid on the first of each

and every month hereafter until further order of the court; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant shall pay to said plaintiff all doctor and hospital and medical bills hereafter accruing, or hereafter incurred in the care for such minor child, provided, however, that upon the remarriage of the said plaintiff then and in that event the said defendant shall pay to said plaintiff one-half of the amount so incurred for doctor, hospital and medical expenses in caring for such child; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That judgment be decreed requiring the defendant to pay to said plaintiff for the use and benefit of her said counsel, the sum of One Hundred Seventy Dollars ($170.00) as attorney fees and costs of court.

Dated this 31st day of May, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Virginia Palfreyman, Plaintiff -vs- Dale Palfreyman, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this First day of June, 19 49.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED
ANNA KEEFE
1949 MAY 31 PM 3:50
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

MILFORD TASKER,

Plaintiff,

-vs-

BERNICE TASKER,

Defendant.

JUDGMENT AND DECREE

6377

The above-entitled action having come on for trial before the Honorable L. E. Glennon, District Judge, this 31st day of May, 1949. Plaintiff appeared in person and with his attorneys, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has now expired, and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and his witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections, that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and he is hereby awarded an absolute divorce from the defendant.

Dated this 31st day of May, 1949.

L. E. Glennon
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Milford Tasker, Plaintiff -vs- Bernice Tasker, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this First day of June, 19 49

By..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED
ANNA KEEFE
1949 MAY 31 PM 3:38
CLERK, AUDITOR & RECORDER

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

BERTHA WELLS, Plaintiff, -vs- WILLIAM ANDREW WELLS, Defendant.	6378 DECREE Case No. 15778

- - -

The above entitled cause came on regularly to be heard and tried on the 31st day of May, 1949, before the above entitled Court, Honorable Isaac McDougall, sitting as Judge thereof; the plaintiff appearing in person and by her attorney, Henry McQuade; the defendant appearing not either in person or by counsel and that the said defendant having heretofore been duly served with processes herein by publication of notice in the Pocatello Tribune, a newspaper located in Pocatello, Bannock County, Idaho and Affidavit of which is contained in the file herein, said publication being made on the following dates: April 14th, April 21st, April 21st, April 28th, May 5th and May 12th, of the year 1949; and the said defendant having not answered plaintiff's Complaint herein and in the time provided by law, or otherwise, and the default of the defendant for not answering said Complaint having been duly entered herein, in the manner provided by law; that the Court proceeded to examine the files, records and proceedings had in this case, and that from such examination the Court finds that the defendant has had due notice as provided by law, and that publication having been made in a newspaper of Bannock County, Idaho and the whereabouts of the defendant not being known by the plaintiff and said publication of Summons being made pursuant to the statutes of the State of Idaho, that the defendant failed to appear, answer or plead, and that thereafter a default was

entered by the Clerk of the Court, pursuant to the default of said defendant; that this Court has jurisdiction of this cause of action and the parties herein:

Thereupon the plaintiff was duly and regularly sworn, according to law, and the plaintiff testified in support of the allegations of the Complaint, together with her corroborating witness, Henry McDade; and after hearing the testimony so offered and received and being fully advised in the premises, the Court finds that all of the material allegations of the Complaint are true and fully sustained.

NOW, THEREFORE, The law and the evidence being by the Court understood and considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Bertha Wells and William Andrew Wells, defendant, be, and the same are hereby dissolved and each of the parties is hereby restored to the status of a single person.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be awarded the equity in the following described realty:

> Commencing at the corner common to Lots 4 and 5 of Block 162, in the City of Pocatello, Idaho, on the Westerly side of Tenth Avenue and running thence Northwesterly on the Westerly side of said Tenth Avenue 15 feet; thence at right angles in a Southwesterly direction 140 feet to alley-ways; thence at right angles in a Southeasterly direction 40 feet along said alley-way; thence at right angles in a Northeasterly direction 140 feet to the Westerly side of said Tenth Avenue; thence at right angles in a Northwesterly direction 25 feet to the place of beginning, said property fronting 40 feet on the Westerly side of Tenth Avenue. Premises known as 735 North 10th Street, Pocatello, Idaho.,

together with all miscellaneous household furniture.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be awarded the 1936 Ford Coach.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That the following described insurance policies be awarded to the plaintiff as her own and sole and separate property with the right to change or alter the beneficiaries:

Gem State Mutual Life Association, Inc., Bocatello, Idaho, Individual Certificate (Life) Membership No. 28113-E, in the sum of One Thousand Dollars ($1000.00), on the life of Bertha Wells and to be awarded to Frank Elsen and Margaret Garrison, brother and sister of the plaintiff herein.

Gem State Mutual Associations, Individual Certificate (Accident) Membership No. A9258J45H, in the sum of Nine Hundred Dollars ($900.00), on the life of Bertha Wells, to be awarded to Frank Elsen and Margaret Garrison, brother and sister of the plaintiff herein.

JUDGMENT RENDERED And entered at Pocatello, County of Bannock, State of Idaho, this 31st day of May, 1949.

L. E. Glennon
~~ISAAC MCDOUGALL~~
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Bertha Wells, Plaintiff -vs- William Andrew Wells, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st day of June, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

State

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM.

PATRICIA LEE RICHARDSON,
Plaintiff,

vs

WALTER GORDON RICHARDSON, JR.,
Defendant.

COPY

FINAL JUDGMENT AND DECREE OF DIVORCE.

The above entitled action having been brought on regularly to be heard and tried before the Honorable Preston Thatcher, Judge of the above entitled Court, sitting without a jury, on the 4th day of May, 1949, the plaintiff appearing in person and with her counsel of record, Donald R. Good, Esq., and the defendant failing to appear herein in person, or by counsel, and having failed to file any pleading in this action, and the default of the said defendant, Walter Gordon Richardson, Jr., having heretofore duly and regularly entered herein according to law, and that the defendant is not now in the military or naval service of the United States within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court finds that all material allegations and averments of plaintiff's Complaint are sustained by testimony free from all legal exceptions as to competency, admissibility, or sufficiency, and that said matters so alleged and proved by the testimony of two competent witnesses in behalf of said plaintiff are sufficient in law to entitle the plaintiff to the relief prayed for in her said Complaint.

The Court finds that the plaintiff is a resident of the State of Idaho, and was such a resident of said state at the time of the commencement of this action, and for a period of more than six weeks immediately prior thereto, and that due and legal service of the summons and complaint in said action has been made upon the said defend-

ant, Walter Gordon Richardson, Jr., by personal service of a copy of each thereof upon the said defendant within the County of Racine, State of Wisconsin, and that the time allowed by law has expired and that the said defendant has failed to appear herein or plead in person or by counsel, or otherwise or at all, and the Default of the said defendant has been duly and regularly entered herein, and the Court being fully advised in the premises;

NOW THEREFORE, upon Motion of Donald R. Good, Esq., attorney of record for plaintiff, it is Ordered, Adjudged, and Decreed by this Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided, the said Court does hereby Order, Adjudge, and Decree that the marriage between the plaintiff, Patricia Lee Richardson, and the said defendant, Walter Gordon Richardson, Jr., be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is freed absolutely, and released from said bonds of matrimony, and all of the obligations thereof, and restored to the status of single persons.

IT IS FURTHER SO ORDERED ADJUDGED AND DECREED that the plaintiff's name be, and the same is hereby changed and restored to that of Patricia Lee.

Dated at Blackfoot, Bingham County, Idaho, this 4th day of May, 1949.

PRESTON THATCHER
District Judge.

STATE OF IDAHO)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 4th day of May, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said court this 5th day of May, 1949.

V. F. Wootton, Clerk
By Von Kise Munson
Deputy.

6380

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM.

RILLA BETH ROBISON CHICALLO, Plaintiff, -vs- WALTER J. CHICALLO, Defendant.	COPY FINAL JUDGMENT AND DECREE OF DIVORCE

The above entitled action having been brought on regularly to be heard and tried before the Honorable Preston Thatcher, Judge of the above entitled Court, sitting without a jury, on the 11th day of May, 1949, the plaintiff appearing in person and with her counsel of record, Donald R. Good, Esq., and the defendant failing to appear herein in person, or by counsel, and having failed to file any pleading in this action, and the default of the said defendant, Walter J. Chicallo, having been heretofore duly and regularly entered herein according to law, and that the defendant is not in the military or naval service of the United States within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court finds that all material allegations and averments of plaintiff's Complaint are sustained by testimony free from all legal exceptions as to competency, admissibility, or sufficiency, and that said matters so alleged and proved by the testimony of two competent witnesses in behalf of said plaintiff are sufficient in law to entitle the plaintiff to the relief prayed for in her said Complaint.

The Court finds that the plaintiff is a resident of the State of Idaho, and was such a resident of said State at the time of the commencement of this action, and for a period of more than six weeks immediately prior thereto, and that due and legal service of the Summons and Complaint in said action has been made upon the said defendant, Walter J. Chicallo, by personal service of a copy of each thereof and that the time allowed by law has expired and that the said defendant

has failed to appear herein or plead in person or by counsel, or otherwise, or at all, and the default of the said defendant has been duly and regularly entered herein, and the Court being fully advised in the premises;

NOW, THEREFORE, upon Motion of Donald R. Good, Esq., attorney of record for plaintiff, It Is Ordered, Adjudged and Decreed by this Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided, the said Court does hereby Order, Adjudge and Decree that the marriage between the plaintiff, Rilla Beth Robison Chicallo, and the said defendant, Walter J. Chicallo, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is freed absolutely, and released from said bonds of matrimony, and all of the obligations thereof, and restored to the status of single persons.

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED That the plaintiff's name be, and the same is hereby changed and restored to that of Rilla Beth Robison.

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That the 1939 Oldsmobile Sedan, being the community property of the parties hereto, be, and the same is hereby awarded to the defendant as his sole and separate property, free from all right, title, claim or interest of the plaintiff, in or to the same, or any part or portion thereof.

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That the plaintiff, Rilla Beth Robison Chicallo, be, and she is hereby awarded the following described community property of the parties hereto, to-wit:

> Household furniture and fixtures, consisting of one General Electric refrigerator, one General Electric range, one General Electric iron, one General Electric vacuum cleaner, one bedroom set, consisting of bed, chest of drawers, dresser, night stand, dressing table, boudoir chair, box springs and mattress, three lamps, two 9x12 rugs, two rug pads, one over-stuffed davenport and chair, two floor lamps, two table lamps, two end tables, one coffee table, one radio table, one Firestone radio, one dinette set consisting of one table and four chairs, miscellaneous dishes, silverware, linens, utensils and bedding;

free from all right, title, claim or interest of the defendant, in or to the same, or any part or portion thereof.

Dated at Blackfoot, Bingham County, Idaho, this 11th day of May, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true, and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 11th day of May, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 12th day of May, 1949.

V. F. Wootton, Clerk of said District Court.

By Marie J. Randall Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

DOROTHEA L. DANIELS,
Plaintiff,
-VS-
JOHN DANIELS,
Defendant.

D E C R E E.

This cause came on to be heard in Chambers, at Gooding, Idaho, this 7th day of May, 1949, the plaintiff being present in person and being represented by Everett B. Taylor, her attorney, and defendant being represented by Joseph McFadden, his attorney, the following proceedings were had:

It appearing to the Court that a duly verified answer had been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agreed that the said action should be tried before the Judge of the DISTRICT COURT at Chambers, in Gooding, Idaho, in the said District, without a jury, at this time, and that each of the said parties were ready for trial. The Court after hearing the testimony submitted for and on behalf of the plaintiff, which was duly corroborated, and both sides having rested; the Court having considered the law and the evidence, now finds that all material allegations of the complaint are true and correct; that plaintiff is, and for more than one year immediately prior to the filing of the complaint in this action has been a resident of Blaine County, State of Idaho, in which County she had her place of residence and domicile, and the Court having rendered its decision herein in writing, consisting of findings of fact and conclusions of law, which said decision is in favor of said plaintiff.

NOW, therefore, in accordance therewith, IT IS ORDERED, ADJUDGED, AND DECREED, That the marriage between the plaintiff Dorothea L. Daniels, and the defendant John Daniels, be dissolved and said parties and each of them is freed and released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the following described real property situated in Blaine County, State of Idaho, is the sole and seperate property of the plaintiff Dorothea L. Daniels:

The Southeast Quarter of the Northeast Quarter (SE¼NE¼), the Northwest Quarter of the Southeast Quarter (NW¼SE¼), the South Half of the Southeast Quarter (S½SE¼), and the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 7, Township 3 North, Range 18 East of the Boise Meridian. Also, the East Half of the Northwest Quarter (E½NW¼), and the Northeast Quarter (NE¼) of Section 18, Township 3 North, Range 18 East of the Boise Meridian, containing in all 446.4 acres of land.

Excepting from the above described land the following described tract: Beginning at a point on the dividing line between the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), and the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 7, Township 3 North, Range 18 East of the Boise Meridian, said point being on the right-of-way of the Wood River Branch of the Oregon Short Line Railroad, and North 66 degrees 08 minutes West 1574.5 feet from the Section corner common to Sections 7, 8, 17, and 18 in Township 3 North, Range 18 East of the Boise Meridian, thence from said point of beginning North 89 degrees 49 minutes East 446.6 feet along the said dividing line between the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), and the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of said Section 7 to a point, thence South 20 degrees 48 minutes East 386.5 feet; then south 32 degrees 04 minutes West 526.3 feet to a point on the said easterly boundary of the right-of-way of the Oregon Short Line Railroad; thence along said easterly boundary of said right-of-way North 20 degrees 57 minutes West 305.6 feet; thence North 25 degrees 41 minutes West 93 feet; thence North 28 degrees 04 minutes West 118.5 feet; thence North 35 degrees 43 minutes West 260 feet; thence North 32 degrees 41 minutes East 114.8 feet; thence North 20 degrees 41 minutes West 26.1 feet to the point of beginning, containing 6.5 acres of land in the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 7, Township 3 North, Range 18 East of the Boise Meridian. Also, a triangular tract of land for the right-of-way for highway purposes, to-wit: Beginning at a point approximately 45 feet North of the Northwest corner of the Gimlet Bridge on the State Highway across Wood River in Section 18, Township 3 North, Range 18 East of the Boise Meridian, and running northerly a distance of approximately 188 feet, thence easterly a distance of approximately 21 feet; thence in a southwesterly direction a distance of approximately 190 feet to the place of beginning.

Excepting the further rights-of-way for roadway and railroad purposes, as now located across said land.

a net acreage is contained herein of 426.4 acres of land, more or less.

Together with a full primary water right for the above described land, consisting of 309 inches of water from Green Horn Creek with priority dating from September 1, 1885, and 440 inches of water from Big Wood River with priority dating from December 13, 1887. Also together with 440 shares of the capital stock of the Upper Wood River Water User's Association evidenced by stock certificate No. 169.

Excepting also the land described in the right-of-way deed dated August 1, 1935, executed by Katherine French, conveying to the State of Idaho a strip of land containing 7.06 acres, which deed was duly recorded November 1, 1935, in Book 137, at Page 480 of the Deed Records of said Blaine County, Idaho.

Together with all the improvements, privileges and appurtenances thereunto belonging and all rights of homestead exemption, together with all reservoir rights, ditch and water rights of every nature, however evidenced, with all rights-of-way, ditches, pumping sites, machinery, or other physical properties used on or for conveyance of water attaching or belonging to said land.

Also Stock Certificate No. 179 for 60 shares of stock in Upper Wood River Water User's Association, a corporation, together with the following described property in Blaine County Idaho, to-wit:

The West Half of the Northeast Quarter ($W\frac{1}{2}$ $NE\frac{1}{4}$), and the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}$ $NE\frac{1}{4}$) of Section 7, Township 3 North, Range 18 East of the Boise Meridian, containing 120 acres of land; excepting from the above described land right-of-way for public road and Oregon Short Line Railroad as now located across said land, leaving a net acreage contained herein of 111 acres of land, more or less.

Together with a full primary water right for the above described land, consisting of 60 inches of water from Big Wood River with priority dating from December 13, 1887. Also, together with all the water of those three certain lakes located at the head of what is known as Prairie Creek, a tributary of Big Wood River, as evidenced by Permit No. R410, filed with the State Engineer's Office. Together with all the improvements, Privileges and appurtenances thereunto belonging, and all rights of homestead exemption, together with all reservoir rights, ditch and water rights of every nature however evidenced, with all rights of way, ditches, pumping sites, machinery, or other physical properties used on or for conveyance of water to or attaching or belonging to said land, or to the said BUYER for use thereon, or which may be hereafter acquired for or used on said land.

Excepting from the above two tracts that portion of a strip of land 80 feet wide, being 40 feet on each side of the following described center line of the highway as surveyed and shown on the official plat of the Sawtooth Park (F. A. P. 123-B) Highway Survey on file in the office of the Department of Public Works of the State of Idaho, and lying situate within the limits of the Northwest Quarter ($NW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) and the South Half of the Southeast Quarter ($S\frac{1}{2}$ $SE\frac{1}{4}$) of Section 7; the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}$ $NW\frac{1}{4}$) of Section 17; and the East Half of the Northeast Quarter ($E\frac{1}{2}$ $NE\frac{1}{4}$) of Section 18, Township 3 North, Range 18 East, Boise Meridian.

Beginning at Station 284 plus 40 of the said highway survey, which station is approximately 1,620 feet West from the East Quarter corner of Section 7, Township 3 North, Range 18 East, Boise, Meridian; thence running South 5 degrees 27 minutes East 596.2 feet to Station 290 plus 36.8 of said survey, which Station is a point of curvature; thence 521.7 feet with 4 degrees 0 minutes curve left, said curve having a central angle of 29 degrees 52 minutes to station 295 plus 57.9 which Station is a point on tangent; thence South 35 degrees 19 minutes East on tangent 3172.1' to Station 327, plus 30, which Station is approximately 1,320 feet South and 10 feet East from the Northeast corner of Section 18, Township 3 North, Range 18 East, Boise Meridian, and also that certain strip of land in the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of said Section 7, lying situate between the easterly boundary line of above described right-of-way and the westerly right-of-way boundary line of the Oregon Short Line Railroad.

Excepting that portion already dedicated by public use as a public road. New right-of-way release being approximately 7.06 acres of the 8.12 acres above described.

Excepting also a strip of land 100 feet wide, being 50 feet on each side of the following described center line of Stock Driveway as survey is shown on the official plat of the Stock Driveway Miscellaneous 799 Survey on File in the Office of the Department of Public Works of the State of Idaho, and lying over and across a portion of the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section 7, Township 3 North, Range 18 East, Boise Meridian, described as follows:

Beginning at Station 279 plus 29.7 of the said Stock Driveway, which Station is a point on tangent approximately 50 feet North and 420 feet West from the Southeast corner of Section 7, Township 3 North, Range 18 East, Boise Meridian; thence running South 89 degrees 26 minutes West 416.8 feet to Station 283 plus 46.5 of said survey; which station is an angle point of angle 64 degrees 15 minutes right, approximately 50 feet north and 850 feet west from the Southeast corner of Section 7, Township 3 North, Range 18 East, Boise Meridian.

Also, a strip of land 100 feet wide on the westerly side of the following described easterly line of said stock Driveway, and lying over and across the South Half of the Southeast Quarter (S½ SE¼), the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) and a portion of the Southwest Quarter of the Northeast Quarter (SW¼ NE¼) of Section 7, Township 3 North, Range 18 East, Boise Meridian, to-wit:

Beginning at Station 282 plus 93.2 of the said Stock Driveway, which Station is a point on Tangent approximately 100 feet North and 775 feet West from the Southeast corner of Section 7, Township 3 North, Range 18 East, Boise Meridian; thence running North 26 degrees 19 minutes West 1551.8 feet to Station 298 plus 45.0 of said survey, which Station is a point of Curvature; thence 536.2 feet with the 4 degrees 0 minutes curve right, said curve having a central angle of 20 degrees 52 minutes right to Station 303 plus 81.2, which Station is a point on tangent; thence North 5 degrees 27 minutes West on tangent 700.4 feet to Station 310 plus 81.6, Back equals 308 plus 88.8 ahead, which Station is a point on tangent approximately 175 feet North and 1710 feet West from the East Quarter Corner of Section 7, Township 3 North, Range 18 East, Boise, Meridian.

Excepting from the above described right-of-way all that part thereof lying within the right-of-way of the State Highway.

Together with the following land, to-wit: A strip of land 50 feet wide being on the East side of the center line of Stock Driveway as surveyed and shown on the Official Plat of the Stock Driveway on file in the office of the Department of Public Works of the State of Idaho (Miscellaneous Project 799) and lying in the southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}$ $SE\frac{1}{4}$) of Section 7, Township 3 North, Range 18 East of the Boise Meridian, deseribed as follows, to-wit:

Commencing at a point approximately 1270 feet South 320 feet East from the Northwest corner of Section 17, Township 3 North, Range 18 East of the Boise Meridian, said point being Station 261 plus 97 of said survey, thence running North 20 degrees 46 minutes West 1572.8 feet, more or less, to the real point of beginning; thence continuing North 20 degrees 46 minutes West a distance of 420.2 feet, more or less, to a point; thence North 32 degrees 04 minutes East 62.8 feet, more or less, to a point; thence South 20 degrees 46 minutes East 480 feet, more or less, to a point; thence South 89 degrees 26 minutes West 53.3 feet, more or less to the Real point of beginning. Highway Station reference: 277 plus 69.8 to 281 plus 90.

And also, a strip of land being 100 feet wide, being 50 feet on each side of the center line of said Stock Driveway, and lying over and across a portion of the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}$ $SE\frac{1}{4}$), Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}$ $NE\frac{1}{4}$), and the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}$ $NE\frac{1}{4}$) of Section 7, Township 3 North, Range 18 East of the Boise Meridian, to-wit:

Beginning at Station 304 plus 31 of the said Stock Driveway Survey, which Station is a point on tangent approximately 1345 feet West of the East Quarter corner of Section 7, Township 3 North, Range 18 East of the Boise Meridian, thence running North 36 degrees 05 minutes West on Tangent 240 feet to Station 306 plus 71 of said Survey, which Station is an angle point of 59 degrees 22 minutes left, approximately 1485 feet West and 185 feet North from the East Quarter corner of said Section 7, Township 3 North, Range 18 East of the Boise Meridian. Said described parcels of land containing approximately 1.05 acres.

Excepting also, an irregular strip of land being on the easterly side of the following described center line of said Stock Driveway, as survey is shown on the plat of the Stock Driveway (Miscellaneous 799) Survey on file in the office of the Department of Public Works of the State of Idaho, and lying over and across the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}$ $NW\frac{1}{4}$) of Section 17, Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}$ $NE\frac{1}{4}$) of Section 18, and a portion of the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}$ $SE\frac{1}{4}$) of Section 7, Township 3 North, Range 18 East of the Boise Meridian, described as follows, to-wit:

Beginning at a point approximately 1270 feet South and 320 feet East of the Northwest Corner of Section 17, Township 3 North, Range 18 East, Boise Meridian, this point being Station 261 plus 97 of the said survey, thence running North 20 degrees 46 minutes West 1998 feet to Station 281 plus 90, which Station is a point on tangent, thence North 32 degrees 04 minutes East 62.8 feet, more or less, to a point, thence South 20 degrees 46 minutes East 520 feet, more or less, to a point, thence North 69 degrees 14 minutes East 272 feet, more or less, to a point, thence South 11 degrees 07 minutes East 1475 feet, more or less, thence West 65 feet, more or less, along the South line of the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}$ $NW\frac{1}{4}$) of Section 17, to the point of beginning.

Stock Driveway Station reference: 281 plus 97 to 281 plus 90.

And also a strip of land 100 feet wide, being 50 feet on each side of the following described center line of said Stock Driveway, and lying over and across portions of the Northwest Quarter of the Southeast Quarter (NW¼ SE¼), Southeast Quarter of the Northeast Quarter (SE¼ NE¼) and the Southwest Quarter of the Northeast Quarter (SW¼ NE¼) of Section 7, Township 3 North, Range 18 East, Boise Meridian, described as follows, to-wit:

Beginning at Station 304 plus 31 of the said Stock Driveway Survey, which Station is a point on tangent approximately 1345 feet West from the East Quarter corner of Section 7, Township 3 North, Range 18 East, Boise Meridian; thence North 36 degrees 05 minutes West on tangent 240 feet to Station 306 plus 71 which Station is an angle point of 59 degrees 22 minutes left approximately 1485 feet West and 185 feet North from the East Quarter corner of Section 7, Township 3 North, Range 18 East, Boise Meridan. And also a strip of land 100 feet wide, being 100 feet on the westerly side of the following described center line of said Stock Driveway, and lying over and across the West Half of the Northeast Quarter (W½ NE¼) of Section 7, Township 3 North, Range 18 East, Boise Meridian, described as follows, to-wit:

Beginning at Station 308 plus 88.8 of the said Stock Driveway Survey, which Station is an angle point of 90 degrees right approximately 1700 feet West and 170 feet North from the East Quarter corner of Section 7, Township 3 North, Range 18 East, Boise Meridian; thence running North 5 degrees 27 minutes West 1626 feet to Station 325 plus 14.8 of said Survey, which Station is a point of curvature; thence 617.8 feet with 11,420-feet radius curved left, said curve having a central angle of 3 degrees 06 minutes left to Station 331 plus 32.6, which Station is a point on tangent; thence North 8 degrees 33 minutes West on tangent 245.4 feet to Station 333 plus 76, which Station is a point on tangent approximately 720 feet East from the North Quarter corner of Section 7, Township 3 North, Range 18 East, Boise Meridian.

Excepting that Portion of the above described right-of-way lying in the Southwest Quarter of the Southwest Quarter (SW¼ SW¼) of Section 8, Township 3 North, Range 18 East, Boise Meridian.

Excepting that portion of the above described right-of-way lying within the Union Pacific Railroad Company's right-of-way between Station 291 plus 80 and Station 297 plus 20 and between Station 300 plus 91 and Station 304 plus 31.

Excepting, also, a strip of land 80 feet wide, being 40 feet on each side of the following described line of said highway, as surveyed and shown on the official plat of the Sawtooth Park (F. A. P. 123-B) highway survey on file in the office of the Department of Public Works of the State of Idaho, and lying over and across the West Half of the Northeast Quarter (W½ NE¼) of Section 7, Township 3 North, Range 18 East, Boise Meridian.

Beginning at a Station 257 Plus 82 of said highway survey, which Station is approximately 712 feet East from the North Quarter Corner of Section 7, Township 3 North, Range 18 East of the Boise Meridian, thence running South 8 degrees 33 minutes East 307.8 feet to Station 260 plus 89.8 of said Survey, which station is a point of curvature; thence 620 feet with 0 degrees 30 minutes curve right, said curve having a central angle of 3 degrees 06 minutes to Station 267 plus 09.8, which station is a point on tangent; thence South 5 degrees 27 minutes east on tangent 1730.2 feet to Station 284 plus 40, which Station is approximately 1620 feet West from the East Quarter corner of Section 7, Township 3 North, Range 18 East, Boise Meridian, and also that certain strip of land lying situate between the easterly boundary line of above described right-of-way and the westerly right-of-way boundary line of the Oregon Short Line Railroad.

Excepting that portion already dedicated by public use as a public road. New right-of-way required being approximately 3.75 acres of the 6.25 acres above described.

Containing in all 508.39 acres, more or less.

Together with the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}$ $SE\frac{1}{4}$) of Section 18, Township 3 North, Range 18 East of the Boise Meridian, containing forty (40) acres, more or less.

Together with all oil, gas and other hydro-carbons and minerals now or at any time hereafter situate therein and thereunder, together with all easements and rights necessary or convenient for the production, storage and transportation thereof and the exploration and testing of the said real property and also the right to drill for, produce and use water from the said real property in connection with drilling or mining operations thereon.

Together with all the improvements, privileges and appurtenances thereunto belonging and all reservoir rights, ditch and water rights of every nature, however evidenced with all rights of way, ditches, pumping sites, machinery or other physical properties used on or for conveyance of water to or attaching or belonging to said land.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the plaintiff's maiden name of Dorothea L. Dean, be restored to her.

Done in Chambers, at Gooding, Idaho, this 7th day of May, 1949.

DISTRICT JUDGE.

Filed and Entered
May 9, 1949
George F. McCoy
Clerk, District Court
Blaine County, Idaho

STATE OF IDAHO, }
County of Blaine, } ss.

I, ...GEORGE F. McCOY....., Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original.....DECREE.....
.....in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this...10th.....
..... day of .....May....., A. D., 19.49....

Attest: George F. McCoy..... Clerk.

By.....Deputy.

State Copy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE.

- - - - -

6382

ELTON E. MILLER,)
Plaintiff,)
vs.) D E C R E E
CHARIS ANN MILLER,)
Defendant.)

- - - - -

This cause having been brought on to be heard this 9th day of May, 1949, at Chambers at Gooding, Gooding County, Idaho, being within the above named judicial district, upon the complaint herein, the plaintiff appearing in person and with his counsel, Joseph McFadden, Attorney at Law, and the defendant not appearing; and it appearing that the defendant has been duly served with Summons by publication of Another Summons herein, and that she has failed to plead, or answer, or appear at the hearing hereof, the default of the defendant was heretofore duly entered according to law; and proofs having been regularly taken herein, from which it appears that all of the allegations of the Complaint are sustained by the evidence, and the matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in the Complaint, and that plaintiff has been for more than six full weeks prior to the commencement of this action a resident of the State of Idaho; and the Court being fully advised in the premises, now on motion of Joseph McFadden, Attorney for plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED that the marriage between Elton E. Miller, plaintiff herein, and Charis Ann Miller,

be dissolved, and the same is hereby dissolved accordingly.

Done at Chambers at Gooding, Gooding County, Idaho, this 9th day of May, 1949.

D. H. SUTPHEN
DISTRICT JUDGE.

- - - - -

CERTIFICATE OF TRUE COPY

STATE OF IDAHO,)
: SS
County of Blaine.)

I, GEORGE F. McCOY Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce in the above entitled matter now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, Blaine County, Idaho, this 10th day of May, 1949.

George F. McCoy
Clerk

FILED and ENTERED
MAY 10, 1949
GEORGE F. McCOY
CLERK DISTRICT COURT
BLAINE COUNTY, IDAHO.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE.

- - - - - - - - -

ALEXINA S. MATISSE,)
Plaintiff)
VS.)
PIERRE A. MATISSE,)
Defendant.)

6383

D E C R E E

- - - - - - -

This cause coming on to be heard before the Court this 24th day of May, 1949, the plaintiff being present in person and being represented by Joseph McFadden, her attorney, the defendant being represented by Everett B. Taylor, his attorney, the following proceedings were had:

It appearing to the Court that a duly verified answer had been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agreed that the said action should be tried before the Court, without a jury at this time, and that each of the said parties were ready for trial. The Court after hearing the testimony submitted for and on behalf of the plaintiff, with the issue of the plaintiff's domicile having been contested, and corroborative evidence submitted thereon, and both sides having rested; the Court having considered the law and the evidence, now finds that all material allegations of the complaint are true and correct; that plaintiff is, and for more than six weeks immediately prior to the filing of the complaint in this action has been a bona fide resident of Blaine County, State of Idaho, in which County she had place of residence and domicile, and the Court having rendered its decision herein in writing, consisting of findings of fact and conclusions of law, which said decision is in favor of said plaintiff,

NOW THEREFORE, in accordance therewith, IT IS ORDERED, ADJUDGED AND DECREED, that the marriage between the plaintiff Alexina S. Matisse and the defendant Pierre A. Matisse, be, and the same hereby is, dissolved and the said parties and each of them released from the bonds of matrimony and that the agreement of the parties be approved, ratified and confirmed.

Done in open Court at Gooding, Gooding County, Idaho this 24th day of May, 1949.

D. H. SUTPHEN

DISTRICT JUDGE.

STATE OF IDAHO)
) SS
COUNTY OF GOODING)

I, BERT BOWLER, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing decree is a full, true and correct copy of the original decree in the above-entitled cause, filed in my office on this 24th day of May, 1949.

Witness my hand and the seal of said court this 24th day of May, 1949.

Bert Bowler

Clerk

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

KENNETH M. FALEN,
Plaintiff,
-VS-
BARBARA JEAN FALEN,
Defendant.

D E C R E E.

This cause came on regularly to be heard and tried before the Court, jury waived, this 17th day of May, 1949, upon complaint of plaintiff, plaintiff being present in person and being represented by Everett B. Taylor, his attorney, the defendant having accepted service of summons and complaint and in writing refused to plead, and default having been duly entered;

Evidence was introduced and the Court finding that the allegations of the complaint are true and that plaintiff is entitled to a divorce, and the making and rendering of findings of fact and conclusions of law herein having been waived as a matter of law.

IT IS ORDERED,ADJUDGED AND DECREED, That the marriege between plaintiff Kenneth M. Falen and defendant Barbara Jean Falen, be dissolved and said parties are, and each of them is freed and released from the bends of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the said Kenneth M. Falen, plaintiff, be and hereby is awarded the care, custody and control of the said minor son of the parties hereto, namely, Bob Sterling Falen, a son, four years old; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant Barbara Jean Falen, be permitted to visit said minor child at all reasonable times, convenient to the plaintiff; the defendant to have the privilege of having the said minor child visit with her for a period of two months in the summer of each year, providing the defendant makes the necessary arrangements for safe care and transportation of said child, to and from the places of residence of the

parties hereto; all transportation expenses and the costs of maintenance of said minor child while visiting the defendant, to be borne by the defendant.

Done in Open Court, at Hailey, Idaho, this 17th day of May, 1949.

D.H. SUTPHEN
DISTRICT JUDGE.

State of Idaho,)
) ss.
County of Blaine,)

I, George F. McCoy, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full and true and correct copy of the Original Decree of Divorce in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 17th day of May, 1949.

Attest: George F. McCoy Clerk.

IN THE DISTRICT COURT

OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BOISE

IN THE DISTRICT COURT
BOISE COUNTY, IDAHO
Filed May 11, 1949 M.
Katherine M. Logan
By Edna Hall
DEPUTY

CAROL JEAN GUMBINER,

Plaintiff,

vs.

MAURICE GUMBINER,

Defendant.

JUDGMENT AND DECREE

This cause, coming on regularly to be heard on the 9th day of May, 1949, before the Court without a jury, Robert N.W. Balleisen, of the firm of Martin and Balleisen, counsel for the plaintiff, appearing for said plaintiff, and defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued, and defendant has filed his entry of appearance and waiver of service of summons and consented to default, and that time for answering, demurring or appearing has expired; that the default of Maurice Gumbiner, the defendant, has been duly entered on motion of the plaintiff for failing to answer or demur within the time prescribed by law.

Whereupon, evidence duly corroborated as required by law, was introduced by plaintiff in which it appears to the Court that the allegations of the plaintiff's cause of action contained in plaintiff's complaint on file herein are sustained by the testimony free from all objections as to competency, admissability and sufficiency, and it further appearing that the matters so alleged and proved are sufficient to entitle the plaintiff to judgment and decree in accordance with the complaint, and the case being closed, and the law in the

premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

It is hereby Ordered, adjudged and decreed, and this odes Order, Adjudge and Decree:

1. That the bonds of matrimony heretofore existing between the plaintiff, Carol Jean Gumbiner and the defendant Maurice Gumbiner, be and the same are hereby wholly dissolved, and the parties freed from the obligations thereof.

2. That the plaintiff's former name, Carol Jean Geddes, be restored to her.

3. That that certain property settlement and agreement made and entered into the 29 day of March, 1949, by and between plaintiff, Carol Jean Gumbiner, and the defendant, Maurice Gumbiner, which said property settlement agreement was admitted in evidence herein as plaintiff's Exhibit "A", and which reads as follows, to-wit:

SEPARATION AGREEMENT

This agreement made and entered into this 29th day of March, 1949 by and between Maurice Gumbiner, of Boise, Ada County, State of Idaho, party of the first part and Carol Jean Gumbiner, of Boise, Ada County, State of Idaho, party of the second part,

W I T N E S S E T H :

That Ahereas said first party and second party are husband and wife, respectively, and heretofore ceased to live together as husband and wife, and irreconcilable differences which have arisen render it impossible for them to hereafter live together; and

Whereas the parties have agreed among themselves on a settlement of all property rights and differences existing between them, and in consideration of the premises, they have entered into the following agreement with each other, to-wit:

1. All the wearing apparel and personal ornaments of the wife, and all movable personal property belonging to the wife, now in her possession or which has been given to her

or acquired by her as her personal possession, shall belong to the wife as her separate estate, indepdedently of the husband. All of the property of the wife, both real and personal, now held by her or which shall hereafter come to her shall be and remain her sole and separate property, free from all rights of the husband, with full power to her to convey, assign, encumber or deal with the same as if she were single. The husband will, from time to time, execute all instruments as may be necessary to enable her to sell, assign, or deal with her said property as above mentioned.

2. All the wearing apparel and personal items of the husband, and all moveable personal property belonging to the husband, now in his possession or which has been given to or acquired by him as his personal possessions, shall belong to the husband as his separate estate, independently of the wife. All of the property of the husband, both real and personal, now held by him, or which shall hereafter come to him, shall be and remain his sole and separate property, free from all rights of the wife, with full power to him to convey, assign, encumber, or deal with the same as if he were single. The wife, will, from time to time, execute all such instruments as may be necessary to enable him to sell, assign, or deal with his said property as above mentioned.

3. During the life of this contract and after the date hereof it is mutually agreed that neither party shall in any way contract any debt or debts of any kind or nature chargeable to the other party, nor shall either party pledge the credit of the property of the other party. The husband assumes and agrees to pay as his sole and separate obligations all amounts of personal accounts, bills and demands which are owed or contracted for or charged by him after the date of this agreement, and the wife assumes and agrees to pay as her sole and separate obligations all amounts of personal accounts, bills and demands which are owed or contracted for or charged by her after the date of this agreemeny; except as hereinafter specifically set forth.

4. It is agreed thar first party will pay, and he hereby assumes and agrees to pay all outstanding bills, including household bills, which have heretofore been created by the parties hereto.

It is also specifically agreed that the first party will pay the rent for the second party to fall due upon April 1, 1949 and May 1, 1949 in the separate amounts of Eighty-five Dollars for each month.

5. It is hereby agreed that all household goods and furniture shall be the property of and belong to second party.

6. It is understood and agreed that the first party shall pay to the second party Twenty-five Dollars ($25.00) per week until May 1st, 1957.

7. It is understood and agreed that the money in bank accounts standing to the credit of first party as of the date of this agreement shall be and remain the sole property of said first party, and that the money remaining in bank accounts to the credit of second party shall be and remain the property of

second party, each of the parties hereto hereby releasing all claims, of every kind and nature, in and to the bank accounts standing in the other's name.

8. On the death of the wife in the lifetime of the husband, all of her estate, whether real or personal, which she shall not have disposed of in her lifetime, or by will, shall, subject to her debts and engagements, go and belong to the persons or person who would have become entitled thereto if the parties thereto had never been married.

9. On the death of the husband in the lifetime of the wife, all of his estate, whether real or personal, which he shall not have disposed of in his lifetime, or by will, shall, subject to his debts and engagement, go and belong to the person or perwons who would have become entitled thereto if the parties thereto had never been married.

10. In consideration of the foregoing and the covenants and agreement herein above made, it is agreed that this is a full and complete settlement of all property rights between the parties hereto as husband and wife, both now and after the death of either of the parties to this agreement. From this time forward neither party shall have any interest of any kind or nature in or to any property, real personal, or mixed of the other party of this agreement whether now owned by such party or hereafter acquired.

In case either party applies for a divorce this agreement shall be a full settlement of all property rights in such divorce action and neither party in such divorce action shall have the right to obtain any part of the property of the other or require the other to pay alimony or suit money on account of such action for divorce. In the future neither party is to be under any obligation to support the other party, and each of parties hereby specifically releases all claims, rights, title or interest to the other, in a divorce action or otherwise, from making any claim for support or maintenance in any manner from the other.

11. Each party to this agreement hereby specifically and solemnly avers that the foregoing agreement has been entered into without influence or fraud or coercion or misrepresentation.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year in this agreement first above written.

Maurice Gumbiner
First Party

Carol Jean Gumbiner
Second Party

is a fair and reaonable property division between the respective parties hereto, and the said agreement is hereby approved and confirmed by the Court.

Dated 9th day of May, 1949.

Charles F. Winstead
District Judge

STATE OF IDAHO, County of Boise } ss.

CERTIFICATE

I, KATHERINE M. BROGAN, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Boise, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree entered in the case of CAROL JEAN GUMBINER -vs- MAURICE GUMBINER, on May 9th, 1949 and duly recorded in Book 6 of Judgment Record at page 223 filed in the above entitled action and remaining now on file in my office at Idaho City, Boise County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 11th day of May, 1949

By Dorothy Tate, Deputy. Katherine M. Brogan
Clerk.

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF BONNER

SEIBERT HOTTENSTEIN,
Plaintiff/cross-defendant,
vs.
HELEN HOTTENSTEIN,
Defendant/cross-complainant.

No. 6401

STATE OF IDAHO, County of Bonner } ss.
Filed May 17, 1949
1:30 o'clock P. M.
Alex T. Russell, Clerk of District Court.
Vivian E. Shoemaker, Deputy.

DECREE

This cause having regularly been heard before the undersigned Judge of the above Court in the courtroom, in Coeur d'Alene, Kootenai County, Idaho, on the date hereof, defendant/cross-complainant appearing in person and with C. V. Spear, attorney therefor, plaintiff/cross-defendant appearing through Bandelin & Bandelin, his attorneys by Demurrer, and the Demurrer having been submitted without argument and overruled and the plaintiff/cross-defendant declining to further plead and waiving notice of time and place of hearing on the cross-complaint and the default of plaintiff/cross-defendant having been duly entered, whereupon competent and corroborative evidence was received, substantiating the allegations of the cross-complaint and written findings of fact and conclusions of law being waived, under Sec. 7-304, Idaho Code Annotated;

NOW, THEREFORE, it is hereby further concluded and decreed:

1. That plaintiff/cross-defendant is in default herein as shown by the records herein. The marriage contract

between the parties hereto is hereby dissolved and an absolute divorce is hereby granted to the defendant/cross-complainant on the grounds of grievous mental cruelty.

2. The property settlement between the parties hereto is hereby approved and confirmed and the plaintiff/cross-defendant is hereby ordered to pay the defendant/cross-complainant the sum of $600.00 thereunder.

3. The defendant/cross-complainant is hereby restored her maiden name, i.e., Helen G. Robertson.

Entered at Coeur d'Alene, Idaho this 17th day of May, 1949.

O. C. Wilson
District Judge

Attest:

Alex T. Russell,
Clerk.

By Vivian E. Shoemaker,
Deputy.

(DISTRICT COURT SEAL)

State of Idaho)
) ss.
County of Bonner)

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify tha foregoing to be a full, true and correct copy of the original decree of divorce in the case of Seibert Hottenstein, plaintiff vs. Helen Hottenstein, Defendant, now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this 17th day of May, 1949.

Alex T. Russell
Clerk of the District Court

By Dorothy Campbell
Deputy

X

6421 11:20

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

BARBARA DODGE,
Plaintiff,
vs.
GERALD DODGE,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 28th day of May, 1949, upon the Complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Barbara Dodge, and the defendant, Gerald Dodge, be and the same are

STATE OF IDAHO } ss.
County of Bonner }
Filed May 28, 1949
at 11:20 o'clock A.M.
Alex T. Russell
Clerk of District Court.
Vivian E. Shoemaker
Deputy.

forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the property settlement between plaintiff and defendant dated the 4th day of May, 1949, be and the same is hereby approved.

Done in Open Court at Sandpoint, Idaho, this 28th day of May, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

6388

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original Decree in Civil Action No. 6421, BARBARA DODGE, Plaintiff, vs. GERALD DODGE, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 28th *day of* May. 1949

Alex T. Russell, *Clerk*

By Vivian E. Shoemaker. *Deputy*

Vivian E. Shoemaker

PROPERTY AGREEMENT

THIS AGREEMENT Made and entered into this 4th day of May, 1949, by and between Gerald Dodge and Barbara Dodge, husband and wife,

WITNESSETH, That whereas parties hereto were married on August 2, 1947, and ever since said day and date have been and now are husband and wife and desire to live separate and apart from each other and to earn his or her own living and to maintain himself and herself by individual effort, and,

WHEREAS during coverture of the parties hereto the following property has been acquired, all being community property, to-wit:

Lots 43 and 44 in Block 2, First Addition to Cedar Park, Bonner County, Idaho.

Miscellaneous furniture and household goods.

One 1942 Dodge coupe, Motor No. D 223882, Serial No. 30580639.

AND, WHEREAS, parties hereto desire to make a division of their property, releasing each other from the obligation incumbent upon each by virtue of their marital contract, now therefore, in consideration of the covenants and agreements hereinafter contained to be kept and performed on the part of each of the parties hereto and in consideration of the transfer and delivery by Gerald Dodge to Barbara Dodge the following property, to-wit:

Cash or negotiable paper, payable one year after date, in the sum of One Thousand One Hundred Forty-two and 00/100 ($1,142.00) Dollars,

secured by a mortgage upon the aforementioned real property, all of said property to be the sole and separate property of Barbara Dodge, the same as if she were a single woman. The said Barbara Dodge hereby agrees to accept said property and hereby does accept the same in complete and full settlement of all property rights she now has in and to any and all property now owned by herself and the said Gerald Dodge and in full and complete release of the said Gerald Dodge from any and all support which might and could be required of said Gerald Dodge by Barbara Dodge in the future on account of and by virtue of the marital relationship existing between said parties.

And in consideration of the transfer and delivery to Gerald Dodge by Barbara Dodge the following property, to-wit:

Lots 43 and 44 in Block 2, First Addition to Cedar Park, Bonner County, Idaho.

Miscellaneous furniture and household goods.

One 1942 Dodge coupe, Motor No. D 223882, Serial No. 30580639.

Barbara Dodge hereby agrees to forthwith make, execute and deliver to the said Gerald Dodge a Bill of Sale to the personal property and a Quit-Claim Deed to the real property transferring all of her right, title and interest in the aforementioned community property to Gerald Dodge.

IT IS FURTHER AND MUTUALLY AGREED, That in case either of the parties hereto shall hereafter acquire any property whatsoever, the same shall be the sole and separate property of the party acquiring the same and shall not be affected in any way by the marital relationship existing between the parties hereto, each of said parties hereby waiving and surrendering to the other any and all right or interest they might have obtained by reason of the marital relationship existing between the parties hereto.

AND, IT IS FURTHER AND MUTUALLY AGREED by and between the parties hereto that in any divorce action now pending or in the event that either of said parties shall at any time in the future commence divorce proceedings against the other on any grounds recognized by any State in the United States of America or in any foreign country, the division of property as hereinbefore set forth shall be in lieu of and for any alimony, support or property division and Attorney's fees which might or could be asked by either of said parties.

If acceptable to said court, this property agreement and settlement shall be added by any court as aforementioned as part of any decree of divorce which may be obtained by either of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first above written.

Gerald L. Dodge

Barbara Dodge

STATE OF IDAHO,)
) ss.
County of Bonner,)

On this 4th day of May, in the year 1949, before me the undersigned, a Notary Public in and for said County and State, personally appeared Gerald Dodge known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS MY HAND and official seal this 4th day of May, 1949.

(Notarial Seal)

Glenn E. Bandelin
Notary Public in and for the
State of Idaho
Residing at Sandpoint, Idaho

STATE OF IDAHO,)
) ss.
County of Bonner,)

On this 4th day of May, in the year 1949, before me the undersigned, a Notary Public in and for said County and State, personally appeared Barbara Dodge known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS MY HAND and official seal this 4th day of May, 1949.

(Notarial Seal)

Glenn E. Bandelin
Notary Public in and for the
State of Idaho
Residing at Sandpoint, Idaho

9:50 6440

6389

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BONNER

JENNIE NOVELLA CHEATWOOD,

Plaintiff,

-vs-

EDGAR JACKSON CHEATWOOD,

Defendant.

STATE OF IDAHO } ss.
County of Bonner }

DECREE OF DIVORCE. May 27, 1949

at 9:50 o'clock A.M.

Alex T. Russell,
Clerk of District Court.

Vivian E. Shoemaker,
Deputy.

This cause came on regularly for trial, this 27th day of May, 1949, at 9:30 o'clock a.m., upon the complaint of the plaintiff and the default of the defendant, said defendant having been regularly and legally served with summons and complaint, in the manner provided by law, and having failed to appear herein in any manner, and his default having been regularly claimed and duly entered against him; plaintiff appearing at the trial herein in person and by her attorney, Robt. E. McFarland, and said defendant not appearing, either in person or by counsel; witnesses were sworn and testified for, and on behalf of, said plaintiff, and the Court having considered the testimony of said plaintiff and her witnesses, and the Court being satisfied that said defendant, Edgar Jackson Cheatwood, is not engaged in any military service whatsoever, and the Findings of Fact and Conclusions of Law having been waived by defendant's failure to appear as provided by statute,

NOW, THEREFORE, being fully advised in the premises, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are, hereby, dissolved, and said plaintiff is, hereby, granted an absolute divorce from said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the said plaintiff be, and she is, hereby, granted the care, custody, and control of the minor children of said parties, to-wit: Jack Edward Cheatwood and Jerry Lee Cheatwood, subject to the right of said defendant to visit said children at reasonable times and to have said children visit him at reasonable times, provided defendant pays plaintiff the sum of Fifty Dollars ($50.00) per month for the support of said children.

Dated this 27th day of May, 1949.

E V BOUGHTON
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

6589

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE OF DIVORCE in Civil Action No. 6440, JENNIE NOVELLA CHEATWOOD, Plaintiff, vs. EDGAR JACKSON CHEATWOOD, Defendant,
now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the
27th *day of* May, *19*49
Alex T. Russell, *Clerk*
By Vivian E. Shoemaker *Deputy*

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

JUNE FOREST HANN)
)
Plaintiff,)
)
vs.) D E C R E E
)
DONALD ROSS HANN)
)
Defendant.)

This cause came on regularly for trial at Chambers, at Idaho Falls, Bonneville County, Idaho, on the 6th day of May, 1949; Holden & Holden appearing for and in behalf and as the attorneys of record of the above named plaintiff, and no one appearing for or in behalf of the above named defendant, whereupon plaintiff was duly and regularly sworn and examined and testified for and in her own behalf, and thereupon Sinclair Nelson was duly and regularly sworn and examined and testified for and in behalf of the above named plaintiff, and thereupon the above named plaintiff rested, and the above named defendant having submitted no proof for or in his own behalf, this cause was thereupon submitted to the Court for its decision upon the testimony and documentary evidence submitted for and in behalf of the above named plaintiff, and the Court being fully advised in the premises now finds as follows:

I

That the above named defendant has been duly and regularly served with a true copy of the Summons, issued out of said Court in said cause, attached to which was a true copy of the Complaint on file herein; that the defendant failed to appear or answer or otherwise plead to said plaintiff's Complaint on file herein, either in person or by his attorney, within the time required by law, or at all; that the time for answering having expired, the default of said defendant has been duly and regularly entered according to law; that the defendant, Donald Ross Hann, is not in the military service

of the United States, nor in any branch of service thereof; that this Court has jurisdiction of the subject matter of this action, and of the above named plaintiff and defendant; that there are no property rights to be adjudicated in this action; that no children have been born the issue of said marriage; that all the allegations of plaintiff's Complaint have been proven by testimony, free from all legal exceptions or objections; that the plaintiff is entitled to a Decree of Divorce, as prayed for in her Complaint on file herein.

NOW THEREFORE, on motion of Holden & Holden, the attorneys of record of the above named plaintiff,

I

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, June Forest Hann, and the above named defendant, Donald Ross Hann, be, and the same is hereby forever dissolved, set aside and held for naught, and that the plaintiff and the defendant, and each of them, be, and they are hereby forever absolutely released from all the obligations thereof.

Dated this 6th day of May, A.D. 1949.

Henry L. Martin
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree in Case # 7353, entitled June Forest Hann, Plaintiff vs. Donald Ross Hann, Defendant
Recorded in Book 15 of Judgments, page 273

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 2nd day of June, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

4

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

PHOEBE T. NIELSON,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
HORACE W. NIELSON,)
Defendant.)

- - - - - - - - - - - - - - - - - -

The above entitled cause came on for hearing this 6th. day of May, 1949, the plaintiff appeared with counsel, John Ferebauer, and her witness, Emily Clemmly. The defendant did not appear, either in person or by counsel; and it appearing to the Court that the defendant was duly served and has failed to plead thereto; that the default of the defendant has been duly entered and the affidavit of non-military service duly filed; the plaintiff having submitted proofs touching the allegations of the complaint, and the Court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a decree of divorce on the ground of cruelty;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That the bonds of matrimony heretofore existing by and between the plaintiff, Phoebe T. Nielson, and the defendant, Horace W. Nielson, be dissolved absolutely.

2. That the care, custody, control and education of the minor children of plaintiff and defendant, namely, Dwight Nielson, Bonnie Nielson and Marvin Nielson, be, and the same is hereby awarded to the plaintiff.

3. That the defendant, Horace W. Nielson, shall pay to the plaintiff the sum of $ 70.00 per month, beginning May 6, 1949,

as and for support money for the above named minor children.

4. That the plaintiff be, and she is hereby awarded all of the community property of plaintiff and defendant, consisting of household goods and effects, and one 1936 Dodge sedan automobile.

Made, dated and entered this 6th. day of May, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

6391

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7297 entitled Phoebe T. Nielson, Plaintiff vs. Horace W. Nielson, Defendant
Recorded in Book 15 of Judgments, page 270.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 2nd day of June, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

NELLIE MORGAN,	)	
Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
ERNEST R. MORGAN,	)	
Defendant.	)	

The above-entitled cause came on for hearing this 13th day of May , 1949, the plaintiff appearing with counsel, John M. Sharp and her witness. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the defendant has entered an appearance in said action and has refused to plead to the Complaint, and has agreed that said matter may be heard by this court at any time, and has advised that he is not now engaged in the military service of the United States or any branch thereof; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of Wilful Desertion;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That the marriage heretofore and now existing between the above-named plaintiff, Nellie Morgan, and the above-named defendant, Ernest R. Morgan, be, and the same hereby is, forever dissolved, set aside and held for naught.

2. That all of the furniture and household equipment now in the possession of the plaintiff be awarded to the plaintiff as her sole and separate property.

DATED this 13th day of May , 1949.

Henry S Martin
DISTRICT JUDGE

STATE OF IDAHO, } ss.
County of Bonneville, }

6392

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7345, entitled Nellie Morgan, Plaintiff vs. Ernest R. Morgan, Defendant
Recorded in Book 15 of Judgments, page 286

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 2nd day of June, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

DEWARD M. CRAVEN Plaintiff, vs. ZEOLA H. CRAVEN Defendant.	D E C R E E

This cause came on regularly for trial at Chambers, at Idaho Falls, Bonneville County, State of Idaho, on the 13th day of May, 1949, Holden & Holden appearing for and in behalf, and as the attorneys of the above named plaintiff, and no one appearing for or in behalf of the above named defendant, whereupon plaintiff was duly and regularly sworn and examined and testified for and in his own behalf, and whereupon Arthur McCollum was duly and regularly sworn and examined and testified for and in behalf of the above named plaintiff, and thereupon the above named plaintiff rested, and the above named defendant having submitted no proof whatever, for or in her own behalf, this cause was thereupon submitted to the Court for its decision upon the testimony and documentary evidence submitted for and in behalf of the above named plaintiff, and the Court being fully advised in the premises now finds as follows:

I

That the above named defendant has been duly and regularly served with a true copy of the Summons issued out of said Court in said cause, attached to which was a true copy of the Complaint filed herein; that by the written Stipulation of the parties to this suit, filed in said Court in said cause, it is expressly agreed, that the above named defendant enters a general appearance in said Court, in said cause, and subjects herself to the jurisdiction of said Court; that the Complaint filed herein shall be deemed to be denied; that this cause may be tried and final judgment rendered and entered herein, either in term time or vacation, at Chambers, at any time convenient

to said Court, or the Judge thereof, without notice to the above named defendant; that defendant's general Demurrer and Motion for change of place of trial herein before filed in said Court in said cause, may be withdrawn. That this Court has jurisdiction of the subject matter of this suit and of the person of the above named plaintiff, and of the person of the above named defendant. That by the written Stipulation of the parties to this suit, the making of Findings of Fact and Conclusions of Law have been waived. That the plaintiff is entitled to a Decree of Divorce, as prayed for in his Complaint filed herein.

II

That by the written Stipulation of the parties to this suit, filed in said Court in said cause, it is expressly agreed that there are no property rights to be adjudicated in this cause, and that all property, both real and personal, now standing of record in the name of the above named defendant, is the sole and separate property of said defendant.

NOW, THEREFORE, on motion of Holden & Holden, the attorneys of record of the above named plaintiff,

I

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Deward M. Craven, and the above named defendant, Zeola H. Craven, be, and the same is hereby forever dissolved, set aside and held for naught, and that the above named plaintiff and the above named defendant, and each of them, be, and they are hereby absolutely released from all the obligations thereof.

II

IT IS HEREBY FURTHER ORDERED, CONSIDERED, ADJUDGED AND DECREED, that all property, both real and personal, now standing of record in the name of the above named defendant, is the sole and separate property of said defendant.

Dated this 13 day of May, A.D. 1949.

Henry S. Martin
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

6393

I HEREBY CERTIFY, That the within is a full, true and correct copy of the plaintiff's Decree in Case # 7293, entitled Deward M. Craven/vs. Zeola H. Craven, Defendant.

Recorded in Book 15 of Judgments, page 287

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 2nd day of June, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

THELMA BENNETT, PLAINTIFF, VS LYNN BENNETT, DEFENDANT.	DECREE OF DIVORCE

This cause came on regularly for trial, in Chambers, at Idaho Falls, Idaho, on this 20 day of ~~February~~ May, 1949, John Ferebauer appearing as counsel for the plaintiff and no one appearing for or on behalf of the defendant; whereupon, plaintiff was duly and regularly sworn and examined and testified for and in her own behalf and thereupon H. L. Roberts was duly and regularly sworn and testified for and in behalf of the above-named plaintiff and thereupon the plaintiff rested, and the defendant having submitted no proof whatever for or in his behalf this cause was thereupon submitted to the Court for its decision upon the testimony submitted for and in behalf of the plaintiff, and it further appearing that the parties hereto have entered into a written stipulation providing for a full and complete settlement of all of the property rights of the respective parties, and it further appearing that said stipulation and the terms thereof are fair, just and equitable to each of the parties hereto and that the same should be approved by the Court, and the Court being fully advised in the premises, now finds as follows:

I

That the above-named defendant has been duly and regularly served with a true copy of the summons issued out of the above-entitled Court in the within cause, attached to which was a true copy of the complaint filed herein; that by written stipulation of the parties to this suit filed herein the above-named defendant refuses to demur, answer or plead further, and

waives additional time in which to plead further and consents that default may be entered against him and submits himself to the jurisdiction of the Court, and expressly agrees that the within cause may be tried and final judgment rendered and entered herein, either in term time or vacation, at chambers or in open court, without notice to said defendant; that this Court has jurisdiction of the subject matter of this suit and of the person of the above-named plaintiff and the person of the above-named defendant.

II

That the terms and provisions of said Stipulation, and each and all of them, are fair, just and equitable and the Court approves and adopts the provisions of said Stipulation and makes the same a part of this decree.

NOW, THEREFORE, on motion of John Ferebauer, attorney of record for plaintiff,

IT IS HEREBY CONSIDERED, ADJUDGED, ORDERED AND DECREED, that the marriage heretofore and now existing between the above-named plaintiff, Thelma Bennett, and the above-named defendant, Lynn Bennett, be, and the same hereby is forever dissolved, set aside and held for naught, and that the plaintiff and defendant and each of them be, and they hereby are, restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the permanent care, custody, and control of the minor child of plaintiff and defendant, namely, Merlin Bennett, be, and the same is hereby awarded to the defendant therein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be, and she hereby is awarded as her sole and separate property, free and clear of any right, title or interest of the defendant, all of the furniture and household goods and effects of the parties hereto, accumulated since said marriage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that all of the community property of the parties herein, except as heretofore decreed to the plaintiff, consisting of tractor, plow, cultivator, tandem disks, leveler (land plane), wagon, binder and other miscellaneous farm machinery, equipment and tools, now in the possession of one Budge W. Mickelsen, Ucon, Idaho, shall be sold for cash, as soon as possible, and all obligations against said property shall be paid from the proceeds of saidsale, and the balance shall be divided equally between plaintiff and defendant, share and share alike.

Made, dated and entered this 20th. day of May, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

6394

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7325, entitled Thelma Bennett, Plaintiff, vs. Lynn Bennett, Defendant, Recorded in Book 15 of Judgments, page 294,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 2nd day of June, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

Y

COPY

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

HELEN L. CONRAD Plaintiff vs. DARREL E. CONRAD Defendant	DECREE

The above entitled cause came on for hearing this 20th day of May, 1949. The plaintiff appeared in person with her counsel; the defendant did not appear either by person or by counsel; the affidavit of non-military service having been duly filed, the default of the defendant having been duly filed, and the plaintiff having presented her evidence to the court in conformity with the prayer of the complaint, and the court being fully advised in the premises, now therefore:

It is hereby ordered, adjudged, and decreed as follows:

That the bonds of matrimony heretofore existing by and between the plaintiff and the defendant be dissolved absolutely, and that each party is hereby freed from the other and placed in the status of single persons.

It is further ordered, adjudged and decreed that the plaintiff Helen L. Conrad is hereby awarded the care, custody and control of Steven Conrad, age one, a son of the parties hereto, and Marsha Conrad, age three months, a child of the parties hereto.

It is further ordered, adjudged and decreed that the defendant shall pay to the plaintiff commencing the 1st day of June, 1949, the sum of $75.00 a month as and for support money for said children, and a like sum on each and every month hereafter until further order is made by the court.

It is further ordered, adjudged and decreed that the defendant

shall pay to A. A. Merrill, attorney for the plaintiff, the sum of $100.00 as and for attorneys fees and the further sum of $15.00 court costs.

It is further ordered, adjudged and decreed that the defendant shall pay all community outstanding debts occurred during coverture.

It is further ordered that
/The court retains jurisdiction over the person and property of the defendant herein.

Dated this 20th day of May, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

6395

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case No. 7342, entitled Helen L. Conrad, Plaintiff vs. Darrel E. Conrad, Defendant, recorded in Book 15 of Judgments, page 301.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 2nd day of June, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

ELLEN MAY COOK,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
DELMOE LORIN COCK,)
Defendant.)

- - - - - - - - - - - - - - - - - -

THIS CAUSE came regularly on to be heard this 20th. day of May, 1949, E. A. Owen, attorney at law, appearing for and on behalf of said plaintiff, and defendant not appearing, either in person or by attorney, and the Court having heard all of the evidence herein and duly considered the same, and it appearing therefrom, to the satisfaction of the Court, that said defendant, Delmoe Lorin Cook, was duly served with a copy of the summons attached to a copy of the complaint herein, and that the defendant has failed to appear or answer herein, and the default of said defendant has been duly and regularly entered herein according to law, and it further appearing to the Court, upon the proofs taken herein, that all of the material allegations of the complaint are sustained by the testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that said matters so alleged and proved are sufficient in law to entitled the plaintiff to the relief prayed for in her complaint, and that the Court has jurisdiction of the parties to, and the subject matter of, this action, and the Court being fully advised in the premises:

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and the Court, by virtue of the power and authority therein vested, and in pursuance of the statute in such cases made and provided, does order, adjudge and decree, that the marriage between the plaintiff,

Ellen May Cook, and the defendant, Delmoe Lorin Cook, be, and the same is hereby dissolved, and the said parties are, and each of them is, freed and absolutely released from the bonds of matrimony and all of the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody, control and education of the minor child of the parties hereto, namely, Lorna RaNae Cook, be, and the same hereby is awarded to the plaintiff, Ellen May Cook.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant, Delmoe Lorin Cook, shall pay to the plaintiff the sum of $50 per month, each and every month beginning on the 1st day of June, 1949, for the support and maintenance of the said minor child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be, and she is hereby awarded, community property consisting of a chest of drawers, cedar chest and all of her personal belongings; and that the defendant be, and he is hereby awarded all the community property of the parties not specifically set over to the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant, Delmoe Lorin Cook, shall pay to the plaintiff the sum of $75.00 as and for attorneys fees expended by her herein, and the further sum of $20.00 as and for court costs expended by her herein.

Made, dated and entered at Idaho Falls, Idaho, this 20th. day of May, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in case No. 7277, entitled Ellen May Cook, Plaintiff vs. Delmoe Lorin Cook, Defendant,

Recorded in Book 15 of Judgments, page 298.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 2nd day of June, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

- - -

DOLLY FLESHMAN,)
Plaintiff,)
-vs-) DECREE.
JAMES J. FLESHMAN,)
Defendant.)

- - -

The above entitled cause coming on regularly to be heard and tried before the Honorable Henry S. Martin, District Judge, at Chambers at Idaho Falls, County of Bonneville, State of Idaho, on the 27th day of May, 1949, the plaintiff appearing in person and by one of her attorneys, Errol H. Hillman, and the defendant appearing not, either in person or by attorney, and it appearing that the above named defendant has been duly and regularly served with process herein, and that he has filed herein an appearance submitting himself to the jurisdiction of the Court, and has refused to plead further in said cause, and has consented to an immediate hearing of this case without further notice to him either in term time or vacation, in open Court or in Chambers, and has waived the making of findings of fact and conclusions of law herein, and has consented that default be entered against him, and the default of the said defendant having been duly and regularly entered herein, and the parties hereto having entered into a stipulation with respect to the settlement of their property rights, and it appearing to the Judge that said stipulation is in all respects fair, just, and equitable, and the Judge having heard the evidence and the matter having been submitted, and it further appearing that all of the allegations contained in plaintiff's complaint are true and that the plaintiff is entitled to a divorce on the ground of

extreme cruelty, and the Judge being fully advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. That the bonds of matrimony existing between the plaintiff, Dolly Fleshman, and the defendant, James J. Fleshman, be, and they are hereby dissolved and each restored to the status of a single person.

2. That one 1937 Dodge Coupe automobile be, and the same is hereby, awarded and decreed to the plaintiff, Dolly Fleshman, as her sole and separate property and for her sole and separate use and benefit, and the said defendant, James J. Fleshman, is hereby required to sign the registration receipt and Certificate of Title to said automobile and deliver the same to the plaintiff.

3. That all wedding gifts that were received by the said parties from the plaintiff's parents, friends and relatives be, and the same hereby are awarded and decreed to the plaintiff, Dolly Fleshman, as her sole and separate property and for her sole and separate use and benefit.

4. That all wedding gifts that were received by the said parties from the defendant's parents, friends and relatives be, and the same hereby are awarded and decreed to the defendant, James J. Fleshman, as her sole and separate property and for her sole and separate use and benefit.

5. That all community property of the parties hereto, except as hereinbefore provided, be, and the same hereby is, awarded and decreed to the plaintiff, Dolly Fleshman, as her sole and separate property and for her sole and separate use and benefit.

6. That the property awarded and decreed to the plaintiff, as aforesaid, be, and the same hereby is, in full settlement of all claims of the plaintiff, Dolly Fleshman, against the defendant, James J. Fleshman, as and for costs of

suit, attorneys' fees, support money and alimony.

7. That the plaintiff's maiden name of Dolly Johnson be, and the same hereby is restored to her.

Dated at Chambers at Idaho Falls, Idaho, this 27th day of May, 1949.

HENRY S. MARTIN
DISTRICT JUDGE

6397

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case No. 7391, entitled Dolly Fleshman, Plaintiff vs. James J. Fleshman, Defendant, recorded in Book 15 of Judgments, page 304.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 2nd day of June, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BOUNDARY

VERNA MCDOUGALL, Plaintiff,

vs.

DONALD MCDOUGALL, Defendant,

No. 2303

D E C R E E

The above-entitled action came on regularly to be heard this 17th day of May, 1949, in open Court in Bonners Ferry, County of Boundary, State of Idaho; the plaintiff appearing in person and by her attorney, W. J. Nixon, and the defendant appearing not, either in person or by counsel.

Upon said hearing it appearing satisfactorily to the Court that the defendant, Donald McDougall, has been duly and regularly served with Summons and Complaint herein as required by law and that said defendant has failed to appear and answer to said Complaint; that the time for answering has expired and the default of said defendant, Donald McDougall, has been duly entered according to law on the 17th day of May, 1949; and the Court having heard the testimony introduced on behalf of the plaintiff and in support of her Complaint and having duly considered the law and the evidence and rendered its decision herein in writing consisting of Findings of Fact and Conclusions of Law-

NOW, THEREFORE, in accordance with the Findings heretofore entered in said cause, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the plaintiff, Verna McDougall, be, and she is hereby, granted an absolute decree of divorce from the defendant, Donald McDougall, on the ground of extreme cruelty and the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff's former name of Verna Neumeyer, be, and the same is hereby, restored to her.

Dated this 17th day of May, 1949.

E. V. BOUGHTON
District Judge.

STATE OF IDAHO }
County of Boundary } ss.

Filed May 24 1949
and recorded Bk 7 Judgments page 473
Owen Critchfield
Clerk of District Court
By Phyllis Colliger
Deputy

349769

6399

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, AND FOR COUNTY OF CANYON

PAULINE POWELL,
PLAINTIFF

VS

HARVARD POWELL,
DEFENDANT

10:48

DECREE

MAY 4 1949

A. Powell

This matter coming on regularly to be heard April 30, 1949, the plaintiff appearing by her attorney, Earl E. Garrity, Nampa, Idaho, and the defendant appearing by his attorney, Paul S. Boyd, Boise, Idaho, and the matter being at issue, and Findings of Fact and Conclusions of Law having been specially waived by the parties and counsel hereto, and proof having been adduced, and the cause having been submitted to the Court, the Court being advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED and DECREED that a Decree of Divorce be and it hereby is granted, and the parties are restored to the status of single, unmarried persons;

IT IS HEREBY FURTHER ORDERED, ADJUDGED and DECREED that the care, control and custody of the minor children of the parties hereto, JEANETTE POWELL, aged 5½ years, and JULIA POWELL, aged 11 months, be, and it hereby is awarded the plaintiff, Pauline Powell, PROVIDED, HOWEVER, that until the further Order of this Court the defendant, Harvard Powell may have the custody and possession of Jeanette Powell during two months of the summer season, and it is FURTHER PROVIDED that right of reasonable and seasonable visitation is granted the respective parents during the time the children are out of their custody and possession; and

IT IS HEREBY FURTHER ORDERED, ADJUDGED and DECREED that the children, nor either or them, may be taken from the state of Idaho, or the jurisdiction of this Court without first having obtained an Order of this Court so permitting it; and

IT IS HEREBY FURTHER ORDERED, ADJUDGED and DECREED that the defendant Harvard Powell, shall pay to Pauline Powell, for the care and support of said minor children, the sum of $45.00 per month.

Dated this 4th day of May, 1949.

Thomas E. Buckner
DISTRICT JUDGE

State of Idaho
County of Canyon } ss.
I hereby certify that the foregoing instrument
is a true and full copy of the original thereof
now on file in my office.
ATTEST
May 4, 1949
S. [illegible] Clerk
and Ex-Officio Recorder
By A. Powell Deputy

7—1404

U. S. GOVERNMENT PRINTING OFFICE

350008

6400

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
A.M. 12:42 P.M.
MAY 9 1949
C. S. FOOTE, CLERK
A. Lowell
DEPUTY

MILDRED M. CROSIER,
Plaintiff,
VS
MERLE M. CROSIER,
Defendant.

D E C R E E

This matter coming on regularly to be heard and the plaintiff appearing by Gigray & Boyd, Caldwell, Idaho, her attorneys, and no appearance having been made by the defendant, either by himself or by council and the time allowed in which to answer having expired, and her default having been entered by the court and performance having been adduced in support of the allegations of plaintiff's complaint, and findings of fact and conclusion of law having been waived.

It is hereby ORDERED, ADJUDGED, and DECREED that the bonds of matrimony be and they hereby are dissolved and each of the parties be returned to the status of a single, unmarried person; and

It is further ORDERED, ADJUDGED, and DECREED, that the plaintiff be awarded the full care, control, and custody of the said minor child of the parties hereto, to-wit, Douglas Allen Crosier, born October 4, 1949, and there is hereby granted the right of reasonable and seasonable visitation to the defendant, Merle M. Crosier; and

It is further ORDERED, ADJUDGED, and DECREED, the post nuptial agreement of April 8, 1949, be and it is hereby approved; and

It is further ORDERED, ADJUDGED, and DECREED, that the defendant, Merle H. Crosier, pay to the plaintiff, Mildred M. Crosier, the sum of $30.00 per calendar month for the support of the minor child of the parties hereto, until the further order of the court.

Done in open court this 9th day of May, 1949.

Thomas E Buckner
District Judge

State of Idaho }
County of Canyon } ss.

I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,

DATED

May 9, 1949

S. S. Foote, Clerk of the District Court and Ex Officio Recorder.

By [illegible]
Deputy

350014 6401

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
A.M. 3:14 P.M.
MAY 9 1949
S. Dowell DEPUTY

HELEN HOLTZAPPLE,

Plaintiff

-vs-

HUGH HOLTZAPPLE,

Defendant

JUDGMENT AND DECREE

THIS CAUSE coming on regularly to be heard on the 9th day of ~~April~~ May, 1949, before the Court without a jury, and the plaintiff appearing in person and by her attorney, Thos. Y. Gwilliam, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due process had upon said defendant, and that the time for answering, demurring or appearing has expired; that the default of said defendant, HUGH HOLTZAPPLE, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered herein.

WHEREUPON evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free from all obligations as to competency, admissibility and sufficiency, and it further appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decrees:

WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED, and this does ORDER, ADJUDGE, AND DECREE:

1. That the bonds of matrimony between plaintiff and defendant be, and the same are hereby forever dissolved.

2. That the care, custody and control of minor children of plaintiff and defendant be awarded to plaintiff.

3. That the property settlement heretofore entered into between plaintiff and defendant be and the same is hereby approved.

Dated and signed this 9th day of ~~April~~ May, 1949.

Thomas E Buckner
District Judge

State of Idaho }
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
May 9, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By H. Lowell, Deputy

350109

6402

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
10:42 A.M. P.M.
MAY 11 1949
[illegible] Clerk
[illegible] Deputy

ESTELLE WILSON ROBINSON,
Plaintiff,
-vs-
LINCOLN A. ROBINSON,
Defendant

DECREE

This cause came on regularly for hearing the 9th day of May, 1949, before the Court without jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required to demur, answer or plead to said complaint had expired, the default of the defendant was duly and regularly entered herein; whereupon the Court proceeded with the trial of said cause.

Witnesses were called, sworn and testified for and on behalf of the plaintiff and the case was submitted to the Court for final determination and decision, and the Court having found that theplaintiff and defendant were duly married at Vale, Oregon, on the 1st day of February, 1947, and that the plaintiff has been for more than six weeks last past a bona fide resident of the State of Idaho, and that the defendant, disregarding the solemnity of his marriage vows, has caused the plaintiff such mental and physical suffering, pain and anguish as to constitute cruelty.

The Court therefore ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's complaint.

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE that the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same are hereby dissolved and the plaintiff and defendant are absolutely freed from all obligations thereof.

DATED: This 9th day of May, 1949.

Thomas E Buckner
District Judge

State of Idaho }
County of Owyhee } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original in the same matter now in this office,
DATED
May 11, 1949
S. G. Foote, Clerk of the District Court and Ex Officio Recorder.
By A. Powell
Deputy

350274

6403

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL

DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF

CANYON

FILED
10:39 A.M. P.M.
MAY 16 1949
[illegible] Clerk
By D. Powell Deputy

MARIE DEWEY DAVIS,

Plaintiff,

vs.

ROBERT A. DAVIS, JR.

Defendant.

DECREE OF DIVORCE

This cause coming on regularly to be heard before the court, J. F. Martin, Esq., appearing as counsel for plaintiff, and Messrs. George H. Van deSteeg and W. H. Langroise appearing as counsel for defendant, and the defendant having withdrawn his answer and refused to plead to the complaint, and the default of the defendant having been entered; testimony on behalf of plaintiff being introduced and the court being fully advised in the premises, and the plaintiff in open court having waived Findings of Fact and Conclusions of Law,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the property settlement entered into between the parties hereto and introduced in evidence, is hereby ratified and confirmed and hereby adopted by the court as the settlement of the property rights between the parties hereto;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that all of the real property standing in the name of the plaintiff Marie Dewey Davis, is her sole and separate property free and clear of any and all claims of the defendant herein whatsoever, and that all of the stock held by the plaintiff in Dewey-Davis Estate, Inc., an Idaho corporation, is her sole and separate property, free and clear of any and all claims of the defendant herein whatsoever;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the plaintiff is the owner, as her sole and separate property, of all of the furniture, fixtures, linens, silverware, and all other articles now in the home of the parties hereto at Nampa, Idaho, all free and clear of any and all claims of the defendant herein whatsoever;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that as to the matters and things agreed to be done by the defendant in the property settlement and agreement heretofore referred to, and which have not been done by him at the time of the entering of this decree, that they be done by him upon the request of the plaintiff, and the court hereby retains jurisdiction over this case for the purpose of enforcing the terms of said property settlement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree, that the plaintiff be and she hereby is given and granted a decree of divorce of and from the defendant, and the parties hereto are hereby freed and released of any and all marital duties and obligations heretofore existing between them.

Done and dated in open court this 16th day of May, 1949.

Thomas E Buckner
District Judge.

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and complete copy of the original on file in this office.

May 16, 1949
S. S. Hoop, Clerk of the District Court
and ex Officio Auditor
By L Powell, Deputy

350412

6404

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
A.M. 2:40 P.M.
MAY 18 1949
S. S. FOOTE, CLERK
By Doran Bailey DEPUTY

MARY COLLINS,
Plaintiff,
-vs-
GEORGE COLLINS,
Defendant.

DECREE OF DIVORCE

This cause coming on regularly for hearing this 18th day of May, 1949, on the Complaint of the plaintiff taken as confessed by the defendant, whose default for not answering has been duly entered in said cause this day.

It appearing to this Court that the said defendant, George Collins, has been duly and regularly served with Summons in the above entitled cause according to law, and that more than twenty (20) days have elapsed since said service.

Witnesses were duly sworn and examined on behalf of the plaintiff and the evidence being closed, the case was submitted to the Court for its decision and after due deliberation the Court finds:

That the plaintiff has filed her affidavit as provided under the Soldiers' and Sailors' Civil Relief Act of 1940, in which plaintiff states that the defendant, George Collins, is not in the Military Service of the United States, as defined by Section 101 (1) of the Act of Congress approved October 17, 1940; that pursuant to said affidavit, an Order allowing default was entered by the Court herein ordering that in case of proper service, default judgment be entered against the said defendant, George Collins.

That all of the allegations contained in plaintiff's Complaint are true and supported by evidence; that the plaintiff and defendant intermarried at Mountain Home, County of

Baxter, State of Arkansas, on or about May 12, 1947, and ever since said time have been and now are husband and wife.

That plaintiff is now and has been for more than ten (10) months last past preceeding the commencement of this action a resident of the State of Idaho.

That there are no children the issue of the marriage of the plaintiff and defendant.

That there is no community property of the plaintiff and the defendant.

That the Court finds that the defendant has been guilty of extreme cruelty as more particularly set forth in plaintiff's complaint.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED and DECREED and this DOES ORDER, ADJUDGE and DECREE that the marriage bonds between the plaintiff, Mary Collins, and the defendant, George Collins, be and the same are hereby dissolved, and that the parties and each of them, are free and absolutely released from the bonds of matrimony and all obligations thereof.

Done in Open Court this 18 day of May, 1949.

State of Idaho)
County of Canyon) ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.
DATED
May 18, 1949
C. A. Foote, Clerk of the District Court and Ex Officio Recorder
By Dorcas Bailey
Deputy

Thomas E. Buckner
District Judge

6405

350543

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FILED
11:02 A.M. P.M.
MAY 23 1949
S. S. FOUTZ, Clerk
Deputy

FRONA STEIN,)
Plaintiff,)
-vs-) D E C R E E
ADOLPH STEIN,)
Defendant.)

The above entitled matter coming on regularly to be heard this 23rd day of May, 1949, before Honorable Thomas E. Buckner, District Judge, the plaintiff appearing in person and by Mary Schmitt, one of her attorneys, and the defendant appearing neither in person nor by attorney; and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law, and that the time in which the defendant was required to demur, answer or plead to said complaint had expired, and that the defendant is not in the military service of the United States, the default of the defendant was entered herein, the plaintiff made proof, and the court finding for the plaintiff,

It is hereby ordered, adjudged, and decreed that the bonds of matrimony now existing between the plaintiff, Frona Stein, and the defendant, Adolph Stein, be and the same hereby are dissolved.

Dated at Caldwell, Idaho, this 23rd day of May, 1949.

Thomas E. Buckner
District Judge

State of Idaho }
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
May 23, 1949
S. S. Foutz, Clerk of the District Court and Ex Officio Recorder.
By Deana O'Maley
Deputy

350547 6406

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

* * * * * * * * * *

FILED
11:50 A.M. ..... P.M.
MAY 23 1949
S. S. FOOTE, CLERK
Deputy

SARAH THOMPSON and KATHERINE JENKINS,

Plaintiffs,

-vs-

ROBERT R. MYERS,

Defendant.

DECREE OF ANNULMENT

* * * * * * * * * *

THIS CAUSE Coming regularly on to be heard this 23rd day of May, 1949, plaintiff Katherine Jenkins appearing, together with her counsel W. W. Wander of Nampa, Idaho; And it appearing that the defendant is now in the military forces of the United States, and has been served with summons and complaint herein; That he has acknowledged service thereof and filed his waiver of time and consented to his default for failure to plead; And it appearing to the court that time for answer has expired, and the default of the defendant was duly entered, and the court proceeded to hear the matter.

WHEREUPON, Evidence was introduced on behalf of the plaintiffs herein and the cause submitted; whereupon, the court took the matter under advisement and it appearing that all the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that the plaintiffs are entitled to the relief prayed for;

NOW, THEREFORE, On motion of W. W. Wander, attorney for the plaintiffs, and by virtue of the law and by reason of the premises aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That Shirley Myers shall have, and she is hereby granted, an anaulment of her marriage to Robert R. Myers, as provided in Paragraph 1 and 2, Section 31-501, Idaho Code Annotated.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE That Shirley Myers' maiden name of Shirley Thompson be, and the same is, hereby restored to her.

Done in Caldwell, Idaho, in open court this 23rd day of May, 1949.

Thomas E. Bretton
District Judge

State of Idaho
County of Canyon } ss.
I hereby certify the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
May 23, 1949
E. S. P[illegible], Clerk of the District Court
[illegible] Recorder
By Joan Maley
Deputy

350548

6407

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

* * * * * * * * *

EDWARD HOUCK,

Plaintiff,

-vs-

KATHERINE HOUCK,

Defendant.

DECREE OF DIVORCE

FILED
11:32 A.M. ..... P.M.
MAY 23 1949
S. S. FOUTE, Clerk
Deanan O'Malley
Deputy

* * * * * * * * *

THIS CAUSE Coming regularly on to be heard this 23rd day of May, 1949, plaintiff appearing together with one of her attorneys, W. W. Wander, and defendant not appearing in person or otherwise; and it appearing to the court that summons in this cause has been served upon the defendant in the manner prescribed by law, and that the time for making appearance has elapsed, and the defendant, Katherine Houck, has failed to appear, answer or plead to plaintiff's complaint herein within the time allowed by law; and it further appearing to the court that the defendant is not in the military forces of the United States, and that the default of the defendant was duly and regularly entered herein on the 23rd day of May, 1949.

WHEREUPON, Evidence was introduced on behalf of the plaintiff and the cause submitted, whereupon, the court took the matter under advisement, and it appearing that all the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, On motion of W. W. Wander, attorney for the plaintiff, and by virtue of the law and by reason of the premises aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the plaintiff shall have, and he is hereby granted, a divorce from the defendant, Katherine Houck, on grounds of having lived separate and apart for more than five years, and that the bonds of matrimony between the plaintiff and defendant are hereby dissolved, and said parties, and each of them, are hereby restored to the status of single, unmarried persons.

Done in open court in Caldwell, Idaho, this 23rd day of May, 1949.

Thomas E Burke.
District Judge

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.

May 23, 1949
Probate Clerk of the District Court
Ex Officio Recorder
Deputy

350549 6408

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

* * * * * * * * * * *

FILED
11:54 A.M. ..... P.M.
MAY 23 1949
S. S. [illegible] Clerk
By [illegible] Deputy

JUNE ROBINSON,

Plaintiff,

-vs-

JOHN ROBINSON,

Defendant.

DECREE OF DIVORCE

* * * * * * * * * * *

THIS CAUSE Coming regularly on to be heard this 23rd day of May, 1949, plaintiff appearing together with one of her attorneys, W. W. Wander of Nampa, Idaho, and defendant not appearing in person or otherwise; and it appearing to the court that summons in this cause has been served upon the defendant herein personally in Seattle, Washington, and that the time for making appearance has elapsed, and the defendant, John Robinson, has failed to appear, answer or plead to plaintiff's complaint herein within the time allowed by law; and it appearing to the court that the defendant is not in the military forces of the United States, and that default of the defendant was duly and regularly entered herein on the 23rd day of May, 1949;

WHEREUPON, Evidence was introduced on behalf of the plaintiff and the cause submitted, whereupon, the court took the matter under advisement, and it appearing that all the material allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, On motion of W. W. Wander, attorney for the plaintiff, and by virtue of the law and by reason of the premises aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the plaintiff shall have, and she is hereby granted, a divorce from the defendant, John Robinson, on the grounds of desertion and wilful neglect, and that the bonds of matrimony between the plaintiff and defendant are hereby dissolved, and said parties, and each of them, are hereby restored to the status of single, unmarried persons.

Done in open court in Caldwell, Idaho, this 23rd day of May, 1949.

Thomas E. Buckner
District Judge

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.
DATED
May 23, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder
By Susan Maley
Deputy

350569

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CANYON COUNTY.

FILED
A.M. 3:25 P.M.
MAY 25 1949
S. S. FOOTE, Clerk
DEPUTY

LOUELLA JAMES,

Plaintiff,

-vs-

ROBERT JAMES,

Defendant.

DECREE OF DIVORCE.

On this 23 day of May, 1949, this cause came regularly on for trial in open court, the plaintiff appearing in person and with her witnesses and being represented by Geo. H. van de Steeg, her attorney of record in the action, and the defendant appearing not at all. and it appearing to the court from the records and files of the cause that said defendant has been duly served according to law with the summons in this action, and that he has failed to appear, answer or otherwise plead to the complaint of the plaintiff herein, and that the time allowed by law for him so to do has now fully expired, and that said defendant is in default for want of appearance; and it further appearing that said defendant is not engaged in the military and/or naval service of the United States within the provisions of the Act of Congress of 1940, and its amendments, known as the Soldier's and Sailor's Civil Relief Act; now, therefore, on motion of Geo. H. van de Steeg, attorney for said plaintiff;

It is hereby ordered and decreed that said defendant is in default and judgment of default is hereby rendered against him, and the Clerk of this Court is hereby directed to enter judgment of default against the said defendant upon the minutes and in the records of this Court in this cause.

AND THEREUPON, the Court proceeded with the trial of the cause, and plaintiff and her witnesses were duly sworn to testify, and did testify, and documentary evidence was submitted to the Court in evidence, and the Court being now fully advised in the

premises finds that the allegations contained in plaintiff's complant are true, and that the plaintiff is entitled to a divorce on the grounds of desertion and non-support, and that the real property situated in Owyhee County, Idaho, described as the East half of the Southwest quarter and the West half of the Southeast quarter, all in Section eleven (11), Township three (3) North, Range six (6) West of the Boise Meridian, is the sole and separate property and estate of the plaintiff and that the said defendant has no right, title or interest in or to the said real property.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, and this order, adjudge and decree that the bonds of matrimony now existing between the said plaintiff and the said defendant, be, and hereby are, dissolved and set at naught and the said plaintiff is hereby granted a decree of divorce against the said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the real property described as the East half of the Southwest quarter and the West half of the Southeast quarter, all in Section eleven (11), Township three (3) North, Range six (6) West of Boise Meridian, in Owyhee County, Idaho, is the sole and separate property and estate of the said plaintiff, and is hereby set over and assigned to her as her sole and separate estate, and that the said defendant has no right, title or interest in or to the said real property.

Done in open Court this 23rd day of May, 1949.

Thomas E Buckner
Thomas E. Buckner,
District Judge.

State of Idaho)
County of Canyon) ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.
DATED
May 23, 1949
S. S. [illegible], Clerk of the District Court and Ex Officio Recorder.
By Deana O'Malley
Deputy

350684

6410

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FILED
10:22 A.M. ____ P.M.
MAY 25 1949
S. [illegible] CLERK
[signature] Deputy

JEAN BURNS

Defendant.

-vs-

ROBERT E. BURNS,

Defendant.

DECREE OF DIVORCE

ACTION FOR DIVORCE

THIS CAUSE COMING ON FOR TRIAL, This 23rd. day of May 1949, Walter R. Cupp, of Caldwell, Idaho, appearing for the plaintiff and default having been regularly entered against the defendant, for failure to appear and answer; and it appearing that the defendant resided outside of the State and service of the Summons upon Robert E. Burns, defendant, has been made outside of the State of Idaho, pursuant to an order of the Court, by H. S. Copple, Township of Compton, County of Los Angeles, State of California, acting in his capacity as a disinterested person of legal age, who personally served said Summons and Complaint upon the said defendant Robert E. Burns, in the Township of Compton, County of Los Angeles, State of California, on the 21st. day of March 1949; and it appearing from testimony presented at the trial that the defendant Robert E. Burns, is guilty of extreme cruelty against plaintiff ~~as charged~~ and as defined by law; it appearing that there is one minor child, and that he is now in the custody and care of the plaintiff and that her custody over said minor should be continued; and it appearing further that no community property either personal or real has been brought under the jurisdiction of this court;

IT STILL FURTHER APPEARING, by affidavit of plaintiff that said defendant is not on active duty with the Military Service of the United States nor of any

of her Allies at War, now associated nor obligated therewith as set forth in Order of this Court and default having been ordered and regularly entered pursuant to conditions and requirements of Act of Congress approved October 17, 1940, Amended.

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony existing between the plaintiff, Jean Burns, and the defendant Robert E. Burns, be, and the same are hereby dissolved, absolutely on the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff Jean Burns, be and she is hereby awarded and shall have the custody, care and control of the minor child of plaintfff and defendant, namely,

Micheal Jay Burns, about four weeks, a son

DONE IN OPEN COURT THIS 25th. day of May, A. D. 1949.

Thomas E. Buckner
Judge

State of Idaho
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
May 25, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By E. Powell
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

.....

BERTHA MANGUM, PLAINTIFF, VS. MARION MANGUM, DEFENDANT.	DECREE OF DIVORCE

.....

THIS CAUSE came on regularly to be heard before Honorable H. A. Baker one of the District Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Cassia, at Burley, Idaho on the 16th day of May, 1949.

The plaintiff appeared with her counsel, Henry W. Tucker; and the defendant appeared neither in person nor by counsel; and it appearing to the satisfaction of the Court that the defendant herein has filed his acceptance of service, and waiver of statutory time in which to plead, and consent to entry of default; and that the Clerk of this Court has duly entered the default of the defendant according to law,

WHEREUPON, the Court proceeded to the hearing. Witnesses on behalf of the plaintiff in support of the allegations of her complaint were duly sworn and testified; and the evidence being closed; and the Court being fully advised in the premises, after deliberation, did order the plaintiff to have judgment against the defendant as herein set forth:

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1.

That the bonds of matrimony now existing between plaintiff and defendant be, and they are hereby dissolved, and the plaintiff is released from all further obligation thereof; and plaintiff is hereby restored to the status of a single person.

2.

That plaintiff be, and she is hereby awarded her former name of Bertha Judd.

Dated at Burley, Idaho this 16th day of May, 1949.

s/ Hugh A. Baker

District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true and correct copy of "Decree of Divorce" in the Case of Bertha Mangum vs Marion Mangum —

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 16th day of May, 1949.

Wm. Baugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Feyda Hunter
Deputy

6412

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF CLEARWATER

ALMA EDDY, Plaintiff, vs. CARL KENNETH EDDY, Defendant.	Case No. 2129 Filed May 19, 1949 Time 1:10 P.M. GAYLE HAYDEN Clerk of the Court By: Helen L. Huff, Deputy

DECREE

The above entitled cause having come on regularly before the Honorable A. L. Morgan, Judge of the District Court of the Second Judicial District of the State of Idaho in and for the County of Clearwater, and the plaintiff appearing before the court and the referee appointed by the court for the taking of testimony and the defendant having been regularly served with summons and having appeared in said cause and demurred to plaintiff's complaint and upon hearing the demur was overruled and the defendant was given ten days in which to answer and no answer was filed in said cause within the said period, whereupon the court ordered the entry of default and default was entered and the evidence being presented to the court, the court proceeded to consider the same and being fully advised in the premises makes findings of fact and draws conclusions of law and now based thereon:

It is ORDERED, ADJUDGED AND DECREED that the bonds of matrimony uniting Alma Eddy and Carl Kenneth Eddy be and the same are hereby dissolved and held for naught and the parties are returned to the status of single persons and the plaintiff is granted the right to her former name of Alma Baldwin.

It is further ORDERED, ADJUDGED AND DECREED that the care, custody and control of the minor children, Carl Kenneth Eddy, Barbara Lee Eddy and Lila Louise Eddy be and hereby is awarded to the plaintiff, subject only to the right of the defendant to visit said children at reasonable and seasonable times.

It is further ORDERED, ADJUDGED AND DECREED that the said defendant be and he hereby is ordered to pay to the plaintiff the sum of $50.00 per month, commencing said payments as of December 15, 1948, and a like payment on each and every month on a like date thereafter until further order of this court, said payments to be made to the Clerk of the Court and by the Clerk paid to the plaintiff, and judgment is entered herein for each monthly payment as the same becomes due.

Dated this 17 day of ~~December~~ May, 1949.

A. L. Morgan
Judge of the District Court

Recorded in Book 3 of Judgments at Page 311.
Gayle Hayden, Recorder By: Bertie Graham, Deputy

STATE OF IDAHO, }
County of Clearwater } ss.

I, GAYLE HAYDEN, Clerk of the District Court and Ex-Officio Auditor and Recorder of Clearwater County, State of Idaho, do hereby certify that the foregoing is a full, true, and correct copy of an instrument as the same now remains on file and of record in my office.

WITNESS my hand and official seal hereto affixed this 20th day of May A. D., 1949

Gayle Hayden
CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER
By: Bertie Graham,
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR FRANKLIN COUNTY.

- - - - - - - - - - - - - - -

Birdie Swendsen,

Plaintiff,

vs. : Judgment.

Guy Swendsen,

Defendant.

- - - - - - - - -

The above entitled cause came on for hearing at Chambers, at Pocatello, Idaho, this 9th day of May, 1949, before Honorable L. E. Glennon, Judge of the above entitled Court. P. M. Condie, Esquire, appeared as attorney for the plaintiff and the defendant did not appear in person or by attorney.

And it appearing to the Court that the defendant has accepted the service of summons and complaint and has refused to plead to said complaint and consented that the said matter may be heard at the convenience of the Court either at Preston, Idaho, or at Chambers at Pocatello, Idaho, and without the defendant being present; and the default of the defendant having been entered for failure to plead to said complaint; and the said matter being ready for hearing, on motion of Counsel for the plaintiff the Court proceeded to hear said matter.

Witnesses were sworn and testified in behalf of the plaintiff and the plaintiff rested. And the Court being satisfied from the evidence that the plaintiff is entitled to a decree as prayed for in her complaint, and the Court being fully advised in the premises:

It is hereby Ordered, Adjudged, and Decreed, that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby dissolved and declared for naught, and the parties are restored to the status of single persons; that the plaintiff is awarded the custody of the children Bonnie K. Swendsen and Afton Lynne Swendsen, but the defendant may visit the said children by giving the plaintiff reasonable notice and at reasonable times.

Dated at Pocatello, Idaho, May ~~ninth~~, 1949.

L. E. Glennon
District Judge.

State of Idaho,
County of Franklin. SS.

I, C. L. Swenson, Clerk of the District Court of the Fifth Judicial District of the State of Idaho, in and for Franklin County, Idaho, hereby certify that the above is a true and correct copy of a Judgment entered in the case of Birdie ~~xx~~ Swendsen, plaintiff, vs. Guy Swendesen, defendant, as appears from a comparison with the original instrument now on file in my office.

Witness my hand and the seal of said District Court this 10th day of May, 1949.

C. L. Swenson
~~District Judge~~.
Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT, IN AND FOR FRANKLIN COUNTY, STATE OF IDAHO.

JOHN EDWARD KRESSER,

Plaintiff,

vs.

LOUIE B. KRESSER,

Defendant.

DECREE

This matter coming on for hearing pursuant to stipulation of counsel; plaintiff being present in person and by his counsel, Ben Johnson, and the defendant and cross complainant being present in person and by her counsel, O. R. Baum and Merrill C. Faux; and upon the matter being called for trial plaintiff refused to produce any evidence in support of his complaint; whereupon the defendant and cross-complainant, namely defendant and cross complainant and EDWARD S. BARRETT, and after being examined and cross examined, and both sides having rested, and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED AND DECREED That plaintiff take nothing by reason of his said complaint, and that the defendant and cross complainant be and she is hereby awarded a decree of divorce from the said plaintiff, and that the bonds of matrimony existing between said plaintiff and said defendant and cross complainant be and they are hereby severed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the following described property, to-wit:

> Lots 20 and 21, Block 2, Harvard Place, according to the records of the County Recorder of said County of Salt Lake, State of Utah, which property is commonly known as 235 Herbert Avenue.
>
> Property at Wasatch Law Cemetery, Salt Lake City, Utah, known as West ½ of South 10' of 170 "Glendale" deed #4434 dated October 7, 1946, to John E. Kresser,

Be and the same is hereby set aside to said defendant and cross complainant as her sole and separate property; likewise is set over to her as her sole and separate property one 1937 Plymouth automobile; likewise is set over to her as her sole and separate property household furniture and all equipment in the home at Salt Lake City, Utah; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the following described property, to-wit:

One 1947 Oldsmobile Model 66 Club Sedan,
Motor No. 6136125, Serial #660-17227,

Beneficial Life Insurance Policy #162426,

2000 shares of Northern Oil stock,

All personal belongings of the plaintiff,

Be and the same is hereby set aside to said plaintiff and cross defendant as his sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said plaintiff pay to said defendant and cross complainant the sum of Fourteen Hundred and no/100 Dollars ($1400.00), which said sum shall be paid at the rate of Thirty Dollars ($30.00) per month, the first payment to be made on or before June 1, 1949, and a like sum on each and every month thereafter until said sum of Fourteen Hundred and no/100 Dollars ($1400.00) has been paid in full.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff pay to O. R. Baum and Merrill G. Faux, as attorneys for said defendant and cross complainant, the sum of Two Hundred Fifty and no/100 Dollars ($250.00).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That being that there is a mortgage on the property aforementioned, said mortgage being in favor of Home Benefit Building Society of Salt Lake City, Utah, that the said plaintiff shall pay the said mortgage thereon and make the said monthly payments as the same become due, paying the said mortgage in accordance with the terms of such mortgage, all to the end that said defendant

and cross complainant shall not be called upon to make any payment for any sum, or sums, of money whatsoever by virtue of said mortgage lien upon said property hereinbefore described, it being the intention to compel the said plaintiff to make said mortgage payments as and when the same become due, and he is hereby directed so to do, and upon his failure judgment may be entered for the amount of such payments that the said defendant and cross complainant is compelled to pay, and costs of court in the sum of $6.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said plaintiff and cross-defendant John Edward Kresser pay to the cross-complainant Louie B. Kresser the sum of Thirty ($30.00) Dollars per month as permanent alimony, said alimony to commence when the sum of Fourteen hundred ($1400.00) Dollars, as above provided, shall have been paid.

DATED this 20th day of May, 1949.

Isaac McDougall

District Judge.

STATE OF IDAHO,
County of Franklin--ss.

I, C. L. Swenson; Clerk of District Court of the Fifth Judicial district in and for Franklin County, State of Idaho, hereby certify that the foregoing divorce decree is a true and correct copy of the original that appears on file in my office in Preston, Idaho.

Witness my hand and seal of said County this 21st day of May, 1949.

C. L. Swenson; Clerk of Dist. Court

By Bennie Tolbert Deputy

6415

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO IN AND FOR THE

COUNTY OF FREMONT

MAY 13 1949

Henry S. Martin

District Judge

ADA NELSON INGRAM,

Plaintiff,

-vs-

THOMAS H. INGRAM,

Defendant.

DECREE OF DIVORCE

This matter came regularly on to be heard before the Honorable Henry S. Martin, District Judge, on the 13th day of May, 1949. Willard C. Burton, Attorney at Law appeared for the plaintiff and no one appeared for or on behalf of the defendant;

And it appearing to the court that the defendant was duly and regularly served with summons in this action, and that he has failed to appear and plead to the plaintiff's complaint on file herein within the time allowed by law, or at all, and

It further appearing to the court that the defendant is not in the military or naval service of the United States within purview of the Soldiers and Sailors Civil Relief Act of 1940, as amended;

And it further appearing to the Court, and the Court has heretofore ordered, that default of the defendant for failing to appear and plead to plaintiff's complaint within the time allowed by law, or at all, has been duly and regularly entered; and

Competent evidence having been introduced in support of the allegations of the plaintiff's complaint,

NOW THEREFORE, The Court being fully advised in the premises and in the law, and on motion of Willard C. Burton, attorney for the plaintiff,

It is hereby ORDERED, ADJUDGED and DECREED: That a decree of divorce be, and the same is hereby granted the plaintiff, Ada Nelson Ingram, upon the grounds of cruelty, and for fault of the defendant, and that certain marriage contracted between the parties on or about the 13th day of November, 1946, be and the same hereby is dissolved, and the

said parties are, and each of them is, restored to the status of single persons.

Done and dated this 13th day of May, 1949.

Henry L Martin
District Judge

6415

STATE OF IDAHO,)
COUNTY OF FREMONT,) ss:

I, T. H. Foley, Clerk of the District Court, and Ex-Officio Auditor and Recorder, in and for the County of Fremont, State of Idaho, do hereby certify that the attached is a full, true, and correct copy of a certain Decree of Divorce Ada Nelson Ingram vs Thomas H. Ingram

as the same now appears of record on file in my office, as instrument No. 266428

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 18th day of May A. D., 1949.

T. H. Foley
Clerk of District Court, and Ex-Officio Auditor and Recorder.

By Maud Bird
Deputy Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR FREMONT COUNTY

- - - - - - - - - - - - - - - -

Zelma L. Tutt,

Plaintiff,

vs.

Elzie J. G. Tutt, Jr.

Defendant.

DECREE

- - - - - - - - - - - - - - - -

The above entitled matter coming on regularly for hearing this day, before the Honorable Henry S. Martin, District Judge in Chambers at Idaho Falls, Bonneville County, Idaho, the Plaintiff appearing in person and by her attorney, Ralph Litton, the Defendant having failed to appear and plead herein, either in person or by attorney as required by law.

Upon said hearing it appearing to the satisfaction of the Court that the Defendant, Elzie J. G. Tutt, Jr. has been duly and regularly served with summons and complaint, and that his default has been duly and regularly entered up according to law; and the court having heard the testimony introduced on behalf of the plaintiff, and the cause having been duly submitted to the court, and the court having considered the law and evidence, and being fully advised in the premises, finds that each and every material allegation contained in plaintiff's complaint herein is true, and has been established by competent evidence, and that the plaintiff is entitled to have the bonds of matrimony existing between her and said defendant dissolved and to have her maiden name of Zelma Lee Blanchard restore to her.

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony existing between said plaintiff,

Zelma L. Tutt, and said defendant, Elzie J. G. Tutt, Jr., be, and the same are hereby dissolved and set aside, and the said parties hereto, and each of them, are hereby restore to the status of single persons.

2. That the plaintiff be, and she is hereby restored her maiden name of Zelma Lee Blanchard.

Dated this 20th. day of May, 1949.

Henry S. Martin
District Judge

STATE OF IDAHO,
COUNTY OF FREMONT, } ss:

I, T. H. Foley, Clerk of the District Court, and Ex-Officio Auditor and Recorder, in and for the County of Fremont, State of Idaho, do hereby certify that the attached is a full, true, and correct copy of a certain Decree of Divorce

Zelma L. Tutt vs Elzie J. G. Tutt, Jr.

as the same now appears of record on file in my office, as instrument No. 266452

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 23 day of May A. D., 1949

T. H. Foley
Clerk of District Court, and Ex-Officio Auditor and Recorder.

By Maude Bird
Deputy Recorder

(COPY)

6417

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM.

LESTER LINGEL,

Plaintiff,

vs.

ELIZABETH LINGEL,

Defendant.

D E C R E E

F I L E D
May 24th, 1949
Lillian M. Campbell
Clerk

This matter came on to be heard before the court at Emmett, Idaho, on this 24th day of May, 1949, the plaintiff appearing in person and by his attorney, C. H. Higer, the defendant having filed herein her withdrawal from said cause, thereupon the court entered her default in said matter. Thereupon the sworn testimony of the plaintiff and his corroborating witness were heard and from it the court finds that the defendant has inflicted upon the plaintiff extreme cruelty as alleged in said complaint. The court having examined the property settlement between the parties to said cause hereby approves the same, and the court further finds that the defendant's premarriage name was Elizabeth Maudlin.

It is, therefore, ordered, adjudged, and decreed by this court and this does order, adjudge, and decree, that the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and they are, hereby dissolved, and plaintiff and defendant are absolutely divorced from one another; and it is the further judgment of the court that the property settlement made between the plaintiff and defendant be and the same is hereby approved; and it is the further judgment of the court that the defendant be restored to her premarriage name of Elizabeth Maudlin.

DATED this 24 day of May, 1949.

Thomas E. Buckner
District Judge

C. H. HIGER
ATTORNEY AT LAW

STATE OF IDAHO,)
) SS.
COUNTY OF GEM.)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a full, true and correct copy of the Decree filed in my office on May 24th, 1949, and being a part of the files in the case of Lester Lingel vs. Elizabeth Lingel, and recorded on page 558 of Book C of Judgment Records of Gem County, Idaho. (Case No. 2099)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of June, 1949.

Lillian M. Campbell
Clerk of the District Court
Gem County, Idaho

(COPY)

6418

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM.

ANNA LOUISE WELLINGTON,

Plaintiff,

vs.

RICHARD S. WELLINGTON,

Defendant.

D E C R E E.

F I L E D
May 24th, 1949
Lillian M. Campbell
Clerk

This matter came on to be heard by the court on this 24th day of May, 1949, the plaintiff appearing in person and by her attorney, C. H. Higer, the defendant being in default made no appearance, and thereupon the court entered defendant's default which was based upon plaintiff's affidavit to the effect that he was not in the military service of the United States of America. Thereupon the court heard the sworn testimony of the plaintiff and her corroborating witness, and from said testimony the court finds that the defendant has inflicted upon the plaintiff extreme cruelty as alleged in said complaint. The court further finds that the plaintiff is a fit and proper person to have the care, custody, and control of the minor children of plaintiff and defendant.

It is, therefore, ordered, adjudged, and decreed by the court, and this does order, adjudge, and decree that the bonds of matrimony heretofore and now existing between plaintiff and defendant be and the same are hereby dissolved, and plaintiff and defendant are hereby absolutely divorced from one another; and it is the further judgment of the court that the care, custody, and control of the Richard Stephen Wellington and Donald Eugene Wellington be and the same is hereby awarded to the plaintiff, subject to the right of the defendant herein to visit said children at all reasonable times and places.

Dated this 24 day of May, 1949.

Thomas E. Buckner
District Judge

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

STATE OF IDAHO,)
) SS.
COUNTY OF GEM.)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a full, true and correct copy of the Decree filed in my office on May 24th, 1949, and being a part of the files in the case of Anna Louise Wellington vs. Richard S. Wellington, and recorded on page 558 of Book C of Judgment Records of Gem County, Idaho. (Case No. 2118)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of June, 1949.

Lillian M. Campbell
Clerk of the District Court
Gem County, Idaho

X 1

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

BILLY WHITTINGTON,
Plaintiff,
-vs-
ZENA WHITTINGTON,
Defendant.

D E C R E E

The above entitled cause came on regularly to be heard and tried before the court on the 1st day of April, 1949, the plaintiff appearing in person and by his attorney, Pete Leguineche, and the defendant not appearing either in person or by attorney;

And upon said hearing it satisfactorily appearing to the court that the defendant herein, Zena Whittington, was personally and duly served with summons herein attached to a copy of the complaint referred to in the said summons and on file in this cause, and the defendant has failed to answer, file a demurrer, or otherwise plead to the said complaint, and the time for so answering, demurring or otherwise pleading to said complaint having expired; and it satisfactorily appearing to the court from an affidavit filed by the plaintiff that the defendant is not in the military service of the United States of America in any capacity whatsoever, and the default of the said defendant, Zena Whittington, having been duly entered according to law; and the Court having heard the testimony introduced in behalf of the said plaintiff and in support of his

complaint, and the cause having been thereupon submitted, and upon consideration of said testimony, the Court finds: That the defendant has been guilty of extreme cruelty for more than one year last past and that as a result thereof plaintiff is entitled to be divorced from said defendant;

The Court further finds that the said plaintiff has been a bona fide resident of and has continuously resided in the State of Idaho for more than six (6) weeks immediately preceding the commencement of this action;

The Court further finds that there have been born as the issue of said marriage between plaintiff and defendant two minor children, and that the names and ages of such minor children are as follows:

Barbara Anne Whittington, a girl, age 5;

Richard Whittington, a boy, age 3;

and that the said minor children are now in the care, custody and control of the said defendant.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

THAT the said plaintiff shall have a decree as prayed for in his said complaint, and that he be and is hereby forever divorced from said defendant;

THAT the said plaintiff pay to the defendant for the support and maintenance of the said minor children the sum of Twenty Five ($25.00) Dollars per month for each such minor child.

Dated this 1ST day of April, 1949.

D. H. SUTPHEN
DISTRICT JUDGE

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT IN THE CASE OF BILLY WHITTINGTON VS ZENA WHITTINGTON

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 1st day of April, 1949 A. D. 19.....

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

EDITH B. ELWORTHY,

Plaintiff,

-VS-

MARK C. ELWORTHY,

Defendant.

DECREE.

This cause coming on to be heard before the Court this 1ST day of April, 1949, the plaintiff being present in person and being represented by Everett B. Taylor, her attorney, the defendant being represented by Joseph McFadden, his attorney, the following proceedings were had:

It appearing to the Court that a duly verified answer had been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agreed that the said action should be tried before the Court, without a jury, at this time, and that each of the said parties were ready for trial. The Court after hearing the testimony submitted for and on behalf of the plaintiff, which was duly corroborated, and the issue of the plaintiff's domicile having been contested, and both sides having rested; the Court having considered the law and the evidence, now finds that all material allegations of the complaint are true and correct; that plaintiff is, and for more than six weeks immediately prior to the filing of the complaint in this action has been a bona fide resident of Blaine County, State of Idaho, in which County she had her place of residence and domicile, and the Court having rendered its decision herein in writing, consisting of findings of fact and conclusions of law, which said decision is in favor of said plaintiff.

NOW, therefore, in accordance therewith, IT IS ORDERED, ADJUDGED, AND DECREED, That the marriage between the plaintiff Edith B. Elworthy, and the defendant Mark C. Elworthy, be dissolved and said parties and each of them is freed and released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the Agreement between the parties made as of the 29th day of March, 1949, marked Plaintiff's Exhibit "A", on file in this Court, providing for a property settlement between the parties be approved, ratified and confirmed, and the parties are each hereby ordered and directed to comply with the provisions thereof.

Done in Open Court at Gooding, Idaho, this 1st day of April, 1949.

D. H. SUTPHEN
DISTRICT JUDGE.

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT IN THE CASE OF EDITH B. ELSWORTHY VS MARK C. ELSWORTHY

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 1st day of April A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

MARJORIE I. SULLIVAN,
Plaintiff

-vs-

WILLIAM FREEMAN SULLIVAN,
Defendant

JUDGMENT AND DECREE

THIS CAUSE coming on regularly to be heard on the 2nd day of April, 1949, before the Court without a jury, and the plaintiff appearing in person and by her attorney, W. W. WANDER, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons, in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring, or appearing has expired; that the default of said defendant, WILLIAM FREEMAN SULLIVAN, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered; and an affidavit stating that the defendant is not in the Military Service of the United States having been filed herein.

WHEREUPON, evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that the allegations of plaintiff's complaint on file herein are sustained by testimony free from all obligations as to competency, admissibility and sufficiency; and it further appearing that said matters in said complaint so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and premises being fully understood

by the Court, the Court at this time makes and renders this final judgment and decree:

WHEREFORE, it is ORDERED, AJUDGED AND DECREED, and this does, ORDER, ADJUDGE, AND DECREE:

1. That the bonds of matrimony now existing between plaintiff and defendant be, and the same are hereby forever dissolved.

2. That the care, custody and control of the minor child of plaintiff and defendant, towit: William Dennis Sullivan, be awarded the plaintiff with the right of defendant to visit said child at all reasonable times.

3. That the Plaintiff be awarded the sum of twenty ($20.00) dollars a month for the support of said minor child.

DATED AND SIGNED this 2nd day of ~~March~~ April, 1949.

D. H. SUTPHEN
DISTRICT JUDGE

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT IN THE CASE OF MARJORIE I. SULLIVAN VS WILLIAM FREEMAN SULLIVAN

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 2nd day of April, 1949 A. D. 19....

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

6422

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

DON E. SHARP,
Plaintiff,
VS
VIOLA MAY SHARP,
Defendant.

D E C R E E

This cause came on regularly for hearing the 2ND day of April, 1949, before the court without a jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney and it appearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required by law to demur to, answer, or plead to said complaint has expired, and this her default for so failing to plead to said complaint within the time required by law has been duly and regularly entered herein, the Court proceeded with the trial of said cause.

Witnesses were called, sworn, and testified for and in behalf of the plaintiff and the case was submitted to the Court for final determination and decision, and the Court having found that the plaintiff and defendant were duly married at Las Vegas, Nevada, on the 23rd day of September, 1945, and the plaintiff has been for more than six weeks last past, a bona fide resident of the State of Idaho, and that the defendant, disregarding the solemnity of her marriage vows, has caused

the plaintiff much mental and physical suffering, pain, and anguish and is such as to constitute extreme cruelty as defined by the statutes of the State of Idaho.

The Court ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's complaint.

WHEREFORE, it is ORDERED, ADJUDGED, and DECREED, and this does ORDER, ADJUDGE, and DECREE, that the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same are hereby dissolved and the plaintiff and defendant are absolutely freed from all obligations thereof;

That there is awarded to the defendant, the full care, control, and custody of the said minor child, Dennis Lee Sharp, subject to the right of visitation by the plaintiff at reasonable times and under reasonable conditions;

That there is awarded to the defendant the sum of $40.00 per month for the support of said minor child, payable on the 1st day of each month, beginning APRIL 1ST, 1949.

Dated this 2ND day of April, 1949.

D. H. Sutphen
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Don E. Sharp -vs- Viola May Sharp

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 2nd day of April A. D. 1949

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

6423

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

WILLIAM GIBB, Plaintiff, vs. JOYCE GIBB, Defendant.	DECREE OF DIVORCE

This cause came on regularly for trial before the Court on the 2nd day of April, 1949, the plaintiff appearing in person and by his attorney, J. B. Musser, of Boise, Idaho; and it appearing that the defendant was personally served with summons as provided by law and she having failed and refused to answer said complaint within the time allowed, her default was entered of record; that witnesses were called, sworn and testified on behalf of the plaintiff, and the cause having been submitted to the Court and the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED, and DECREED, That the allegations of the complaint are true and the defendant is guilty of having wilfully deserted the plaintiff and that the plaintiff is entitled to a decree of divorce and he is hereby absolutely divorced from the defendant and freed from the bonds of matrimony and restored to the status of a single and unmarried man.

Dated this 5th day of April, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT IN THE CASE OF WILLIAM GIBB VS JOYCE GIBB

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 5th day of April, 1949 A. D. 19 .....

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * *

ALLEN B. LANDERS,)
Plaintiff,)
vs.) DECREE OF DIVORCE
BLANCHE S. LANDERS,)
Defendant.)

Now, this cause having come on regularly this day for hearing in the above entitled Court, the Honorable D. H. SUTPHEN, District Judge presiding, JOHN A. CARVER, JR., Esq., of Boise, Idaho, appearing as attorney for the plaintiff, and the defendant having been duly and regularly served with process as appears from the records and files in this action, and the defendant having failed to appear or answer and the time for appearance as provided by law having expired, and it appearing by affidavit duly filed in this action that the defendant is not now, nor has she been within the last six months, a member of the military forces of the United States;

Upon motion of the plaintiff the default of the defendant having been duly ordered and entered;

Witnesses having been sworn and examined for and on behalf of the plaintiff, and the plaintiff having submitted proof of the allegations of his complaint, and it appearing therefrom to the satisfaction of the Judge of this court that each and all of the allegations of plaintiff's complaint are true and sustained by competent and legal evidence and that the plaintiff is entitled to the relief prayed for,

NOW THEREFORE, on motion of the plaintiff, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of Matrimony heretofore and now existing between the plaintiff ALLEN B. LANDERS and BLANCHE S. LANDERS, the defendant, be and the same are hereby wholly dissolved, cancelled, set aside, and held for naught, and that the parties hereto are absolutely divorced and freed from the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the plaintiff pay to the defendant the sum of $30.00 per month for the support and maintenance of Mark Landers, a child of the plaintiff and defendant, and such payments to continue until said child shall be of the age of eighteen years or until further order shall from this court issue.

DATED and entered this 1st day of April, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT IN THE CASE OF ALLEN B. LANDERS VS BLANCHE S. LANDERS

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 1st day of April A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

*
*
*

GERRY L. HONEY,
Plaintiff,
-vs-
ROBERT J. HONEY,
Defendant.

D E C R E E

*
*
*

The above entitled cause came on regularly to be heard and tried before the court at Gooding, Gooding County, Idaho, on the 5th day of April, 1949, the plaintiff appearing in person and by her attorneys, Anderson and Thomas, and the defendant not appearing either in person or by attorney;

And upon said hearing, it satisfactorily appearing to the court that the defendant herein, Robert J. Honey, was personally and duly served with summons herein attached to a copy of the complaint referred to in the said summons and on file in this cause, and the defendant in writing having acknowledged due and personal service of process and consented that his default be entered herein, and the defendant having failed to otherwise appear and having failed to answer, demur or otherwise plead to the complaint of the plaintiff herein, and the time for so answering, demurring or otherwise pleading to said complaint having expired and the default of said defendant, Robert J. Honey, for his failure to otherwise appear and to answer, demur or otherwise plead

to said complaint having been duly entered according to law, and the court having heard the testimony introduced in behalf of the said plaintiff and in support of her complaint; and upon consideration of the said testimony the court finds upon the cause of action of the plaintiff the issues in favor of said plaintiff and against the said defendant and finds that the said defendant has been guilty of extreme cruelty of and towards the plaintiff as set forth in said complaint and that by reason thereof said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between plaintiff and defendant dissolved and to be divorced from the said defendant;

The court further finds that the said plaintiff has been a bona fide resident of, and has continuously resided in, the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff, Gerry L. Honey, and the defendant, Robert J. Honey, be, and the same hereby is, dissolved and set aside, and the said plaintiff be, and she hereby is, forever divorced from the defendant, and each the said plaintiff and the said defendant is hereby restored to the status of a single person.

Dated April 5, 1949.

Doran H. Sutphen
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT IN THE CASE OF GERRY L. HONEY VS ROBERT J. HONEY

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 5th day of April A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

HUGH S. JOSLYN, Plaintiff, vs. CATHERINE LOIS JOSLYN, Defendant.	DECREE OF DIVORCE.

This cause coming on regularly to be heard in open Court this day before the Court without a jury, plaintiff appearing in person and by his attorneys, Davison & Davison and R. H. Copple, and the defendant appearing not either in person, by attorney, or otherwise, and it appearing to this Court from the files and records herein that defendant was personally served with Summons and Complaint in Ada County, Idaho, and defendant having failed to appear and plead to plaintiff's Complaint within the time allowed by law or at all, and the default of the defendant having been duly entered herein; the Court having heard the evidence submitted on behalf of plaintiff, and duly considering the same, and being fully advised in the premises, the Court finds that all the allegations of plaintiff's Complaint are true, and that defendant has treated plaintiff in an extremely cruel and inhuman manner and that the defendant has been guilty of extreme cruelty toward plaintiff, and that plaintiff is entitled to the relief sought.

WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED as follows:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby dissolved and held for naught.

2. That the property settlement agreement made and entered into by and between the parties hereto under date of January 3, 1949, be and the same are hereby approved and by reference the terms thereof incorporated as a part of this Decree.

3. That the plaintiff shall have the care and custody of the minor child, Allan Robert Joslyn, provided defendant shall have the right to visit said child at reasonable times, reasonable places, and at reasonable intervals.

Done in open Court this 6TH day of April, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT IN THE CASE OF HUGH S. JOSLYN VS CATHERINE LOIS JOSLYN

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 6TH day of April 1949 A. D. 19....

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

2-cm

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL
DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF GOODING

VIRGINIA M. PEITCHEL,	:	
	:	
Plaintiff	:	
	:	
vs	:	D E C R E E
	:	
SAMUEL PEITCHEL,	:	
	:	
Defendant	:	

This cause came on regularly for hearing before the above entitled Court on the 8th day of April, 1949, upon the plaintiff's complaint, service of the same and of the summons in this action having been duly and regularly, and in the manner provided by law, served upon the defendant personally on the 18th day of December, 1948 in San Francisco County, California, and the defendant failing to appear herein or to plead in said action within the time allowed by law as specified in said summons; motion for the entry of default of the said defendant for failing to appear was duly made, and it appearing to the court that said defendant, Samuel Peitchel, was not at any time during the pendency of this action in the military service of the United States or any of the branches or departments thereof, order was duly issued directing the clerk of this court to enter the default of said defendant for so failing to appear and plead to said complaint within the time allowed by law was duly and regularly entered by the clerk of this court in the above entitled cause and prior to the hearing of this matter; and the plaintiff appearing in person and by her attorney, Harold L. Yeamans, and the defendant not appearing in said cause the court proceeded to the hearing thereof;

The plaintiff and her witnesses were called, duly sworn, and testified in open court in support of the material allegations of said complaint and from such testimony it appeared to the satisfaction of the Court that all the material allegations of said complaint are true;

That the plaintiff has been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action and that she is entitled to a divorce from the defendant on the grounds of wilful neglect and extreme cruelty.

Now, Therefore, IT IS ORDERED, ADJUDGED and DECREED and this Does ORDER, ADJUDGE and DECREE:

1. That the plaintiff, Virginia M. Peitchel be, and she hereby is, granted an absolute divorce from the defendant Samuel Peitchel, and that each of the parties to said marriage be, and they hereby are restored to the status of single persons.

Done in Open Court this 8th day of April, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT IN THE CASE OF VIRGINIA M. PEITCHEL VS SAMUEL PEITCHEL

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 8th day of April, 1949 A. D. 19 .....

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

MONA RAE LINEBARGER, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
CARL V. LINEBARGER, Defendant.	)	

This cause came on regularly for hearing the 9th day of April, 1949, before the court without a jury, on the plaintiff's complaint filed herein. Plaintiff appeared personally and with Mary Schmitt, one of her attorneys. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law and that the time in which the said defendant was required to demur, answer or plead to said complaint had expired, the default of the defendant was duly and regularly entered herein; whereupon, the court proceeded with the trial of said cause.

Witnesses were called, sworn, and testified for and on behalf of the plaintiff and the case was submitted to the court for final determination and decision; and the court having found that the plaintiff and defendant were married at Winnemucca, Nevada, on or about April 19, 1948; that plaintiff and defendant have no children; that plaintiff and defendant have no community property; and that plaintiff is entitled to a divorce from the defendant on the ground of extreme cruelty, and that plaintiff has been a bona fide resident of the State of Idaho for more than six weeks prior to the time of the filing of her complaint; and that plaintiff's name prior to her marriage was Mona Rae Fletcher Beaudreau.

It is therefore ordered, adjudged and decreed, and this does order, adjudge, and decree that the bonds of matrimony now existing between the plaintiff, Mona Rae Linebarger, and the defendant, Carl V. Linebarger, be, and the same hereby are dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof.

It is further ordered, adjudged and decreed and this does order, adjudge and decree that the plaintiff's former name of Mona Rae Fletcher Beaudreau be returned to her.

Dated at Gooding, Idaho, this 9th day of April 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT IN THE CASE OF MONA RAE LINEBARGER VS CARL V. LINEBARGER

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book.....at page.....

In Testimony Whereof, I have set my hand and affixed my official seal this 9th day of April A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By.....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

MARION G. MacLAREN,
Plaintiff,

vs.

GORDON MacLAREN,
Defendant.

— 4917 —

D E C R E E

This cause came on regularly to be heard in open Court this 11th day of April, 1949, upon the complaint of the plaintiff herein, Marion G. MacLaren, and the answer of the defendant, Gordon MacLaren, Messrs. Moffatt and Young appearing for plaintiff and Raymond D. Givens appearing for the defendant. Oral and documentary evidence was introduced and the cause submitted to the Court for decision, and the Court, being fully advised in the premises, finds, concludes, decides and decrees:

I

That findings of fact and conclusions of law were waived by stipulation in writing executed by counsel for each of the parties and filed with the Clerk of this Court.

II

That plaintiff herein is now and for more than six (6) weeks last past and immediately preceding the filing of the complaint and commencement of this action, has been a bona fide resident and domiciled within the State of Idaho; that plaintiff during all of said time has been actually, physically and corporeally present and domiciled in the said State of Idaho.

III

That plaintiff and defendant intermarried on the 6th day of April, 1943, at New York City, New York, and ever since have been and now are husband and wife.

IV

That as issue of the aforesaid marriage, there has been born to plaintiff and defendant a daughter, named Sandra G. MacLaren, who was born on the 15th day of June, 1945; that said child is now in the plaintiff's custody and care, and that the custody, maintenance and support of said child has been agreed upon by the parties by agreement hereinafter referred to.

V

That during the marriage of the parties hereto, the defendant disregarded the marriage vows and obligations, and without just provocation, knowingly and wilfully inflicted upon the plaintiff grievous physical and mental suffering, which has greatly distressed the plaintiff, causing impairment of her health and happiness, the particulars of which are more fully set forth in plaintiff's complaint herein, which this Court finds to be true, and by reason thereof, the plaintiff is entitled to a decree of divorce.

VI

That heretofore, to-wit: On the 11th day of February, 1949, plaintiff and defendant entered into an agreement in writing for the maintenance, support and education of said minor child, settling and determining the property rights, duties and obligations of the parties to this action, which agreement is sustained by the evidence in this cause and should be approved and confirmed in this action,

a copy of which agreement is in evidence herein and filed in the files of this Court and cause, marked "Exhibit A", and by this reference made a part of this decree.

WHEREFORE, IT IS NOW ORDERED, ADJUDGED AND DECREED:

I. That the bonds of matrimony heretofore and now existing between plaintiff, Marion G. MacLaren, and defendant, Gordon MacLaren, be, and the same are hereby dissolved absolutely.

2. That the written agreement made and entered into on the 11th day of February, 1949, by and between the parties hereto, a copy of which is in the files of this Court, marked "Exhibit A", as hereinbefore mentioned, together with the provisions pertaining to the custody of said minor child, and the obligations contained therein for the maintenance and support of said minor child, be and the same is hereby ratified, approved and confirmed by this Court, and that by reference thereto are incorporated in and made a part of this decree as fully and effectively as if set forth at length herein, and the custody of said minor child, is hereby granted in accordance with the terms and provisions of said agreement, and defendant is ordered to pay the sum of One Hundred ($100.00) Dollars per month for the care, maintenance, and support of said child, beginning the first day of March, 1949, and said payments are to continue until the defendant dies, or the child dies or gets married, or reaches the age of 21 years.

DONE in open Court in Gooding County, State of Idaho, this 11th day of April, 1949.

D.H. SUTPHEN
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Marion G. Mac Laren -vs- Gordon Mac Laren

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 11th day of April A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

6430

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF GOODING.

Ernest Kenneth Morehouse,

Plaintiff,

vs

DECREE OF DIVORCE.

June Rose Morehouse,

Defendant.

This cause coming on for trial before D. H. Sutphen, Judge of the above court at Gooding, Idaho this 12th day of April, 1949 and the trial thereof having been had and the court having heard all of the testimony and evidence produced and being fully advised in the premises finds that the defendant is guilty of extreme cruelty toward the plaintiff and that a divorce should be granted to the plaintiff from the defendant.

NOW THEREFORE it is hereby Ordered, Adjudged and Decreed that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby permanently dissolved. The defendant's former name of June Rose is hereby restored to her.

Given under my hand at Gooding, Idaho this 12th day of April, 1949.

D. H. SUTPHEN

DISTRICT JUDGE.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT IN THE CASE OF ERNEST KENNETH MOREHOUSE *VS * JUNE ROSE MOREHOUSE

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 12th day of April A. D. 19 49

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF GOODING.

Elsie Harrah,

Plaintiff,

vs

DECREE OF DIVORCE.

James Curtis Harrah,

Defendant.

This cause coming on regularly for trial before D. H. Sutphen, Judge of the above court this 12th day of April, 1949 and the trial thereof having been had and the court having heard the testimony and evidence produced and being fully advised in the premises finds that the defendant is guilty of wilful neglect and of extreme cruelty toward the plaintiff as charged in the complaint and that a divorce should be granted to the plaintiff from the defendant.

NOW THEREFORE it is hereby ordered, adjudged and decreed that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby permanently dissolved. The minor children of plaintiff and defendant, namely Robert James Harrah and Richard Tilden Harrah are hereby awarded to the custody, care and control of their mother, the plaintiff, Elsie Harrah.

Given under my hand at Gooding, Idaho this 12th day of April, 1949.

DISTRICT JUDGE.

STATE OF IDAHO } ss.
County of Gooding }

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT IN THE CASE OF ELSIE HARRAH VS JAMES CURTIS HARRAH now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 12th day of April 1949 A. D. 19....

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

HELEN B. AMES,
Plaintiff,
vs.
ROBERT E. AMES,
Defendant.

C O P Y

DECREE OF DIVORCE

This matter coming on regularly for trial before the Court without a jury on this 13 day of April, 1949, the plaintiff appearing in person and with counsel, Wm. F. Galloway, and defendant having been regularly served with summons and having admitted service and having agreed to the taking of his default, and his default having been duly entered; evidence having been introduced by and on behalf of plaintiff; the Court having found, and hereby finds, that each and all of the allegations of plaintiff's complaint are true, and the matter having been submitted to the Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby dissolved.

That the Property Agreement entered into by the parties, copy of which is annexed hereto and made a part hereof as fully as though set forth in haec verba be approved and the property be distributed therewith and as follows:

Defendant is to receive the following described house, subject to plaintiff's right to live in said house for a maximum of one year from April 9th, 1949:

Lot 5 of Block 3 of Norden Subdivision in Lot 80 of State Subdivision in Section 16, Township 3 North, Range 2 East, Boise, Meridian.

Plaintiff is to receive the cash which the parties have

in their joint bank account, the savings bonds in the amount of approximately $1800.00 and their 1946 Chrysler Windsor Four Door Sedan, and defendant promises to pay plaintiff the sum of $8,000.00 within a period of four years, such payments to be made in lieu of alimony and to be made in such amounts and at such times as defendant desires to make them, provided that the entire unpaid balance shall become due and owing four years from April 9th, 1949.

Plaintiff shall be awarded the custody of the parties' minor child with the provision that defendant have the right to visit her and have her visit him at all reasonable times and places.

Defendant is hereby ordered to pay the sum of $50.00 per month for the support of said child during her minority.

DATED AND SIGNED at Gooding, Idaho, this 13 day of April, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO)
County of Gooding)

I, BERT BOWLER, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Gooding, Gooding County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13TH day of April, 1949.

Bert Bowler
Clerk of the District Court

(SEAL)

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

LILLIAN MARTINDALE,
Plaintiff,
-vs-
STANLEY EARL MARTINDALE,
Defendant.

JUDGMENT

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho, this 13th day of April, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process, and that he had failed to answer within the time given by law, and that the default of the defendant for his failure to appear has been duly entered by the Clerk of the Court.

Whereupon, evidence duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in the complaint, and that the plaintiff is and for several years last past and immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

It is hereby ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff and defendant be and the same are hereby diasolved, and each of said parties is hereb y restored to the status of a single person and that the custody and control of the minor children

of plaintiff and defendant, namely, Duane Martindale and Linda Martindale, be awarded to the plaintiff provided however that the defendant shall have the right to visit said children at reasonable times and places; and that the defendant be directed and required to pay to the plaintiff for the support of said minor children the sum of $50.00 a month, the first of which payments shall be made on the 1st day of May , 1949.

GIVEN UNDER MY HAND this 13th day of April, 1949.

D.H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT IN THE CASE OF LILLIAN MARTINDALE VS STANLEY EARL MARTINDALE

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 13th day of April 1949 A. D. 19....

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

BONNIE LE MON, Plaintiff,	)	
-v s-	)	FINAL DECREE
W. A. LE MON, Defendant.	)	

This cause came on regularly for hearing before the court, sitting without a jury, on this 14TH day of APRIL, 1949, the plaintiff appearing in person and by her attorney and the defendant appearing not, and from the records and files in this action it appears that the defendant was duly and regularly personally served with summons as provided by law and that the time for answering or otherwise pleading to plaintiff's complaint has expired, and the defendant having failed to make any answer or plea thereto, and it further appearing that the defendant is not in the Military Service of the United States as defined by that Act of Congress known as the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the default of said defendant having been entered herein by order of the Court, and witnesses having been sworn and having testified on behalf of plaintiff, and the court having found that the allegations of plaintiff's complaint are sustained by competent testimony, and that the plaintiff is entitled to a decree of divorce upon the grounds of Extreme Cruelty as prayed in plaintiff's complaint, and that plaintiff's maiden name of Bonnie Simmons should be restored toher.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, and this does order, adjudge and decree, that the bonds of

matrimony heretofore and now existing between plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff is hereby granted a decree of divorce from said defendant upon the grounds of Extreme Cruelty, and that plaintiff's maiden name of Bonnie Simmons is hereby restored to her.

Dated this 14TH day of April, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT IN THE CASE OF Bonnie Le Mon -vs- W. A. Le Mon

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 14th day of April, 1949 A. D. 19....

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

CONSTANCE V. BAINBRIDGE,
Plaintiff,
-VS-
EMERSON M. BAINBRIDGE,
Defendant.

D E C R E E.

This cause coming on to be heard before the Court this 15th day of April, 1949, the plaintiff being present in person and being represented by Everett B. Taylor, her attorney, the defendant being represented by Joseph McFadden, his attorney, the following proceedings were had:

It appearing to the Court that a duly verified answer had been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agreed that the said action should be tried before the Court, without a jury, at this time, and that each of the said parties were ready for trial. The Court after hearing the testimony submitted for and on behalf of the plaintiff, which was duly corroborated, and the issue of the plaintiff's domicile having been contested, and both sides having rested; the Court having considered the law and the evidence, now finds that all material allegations of the complaint are true and correct; that plaintiff is, and for more than six weeks immediately prior to the filing of the complaint in this action has been a resident of Blaine County, State of Idaho, in which County she had her place of residence and domicile, and the Court having rendered its decision herein in writing, consisting of findings of fact and conclusions of law, which said decision is in favor of said plaintiff.

NOW, therefore, in accordance therewith, IT IS ORDERED, ADJUDGED, AND DECREED, That the marriage between the plaintiff Constance V. Bainbridge, and the defendant Emerson M. Bainbridge, be dissolved

and said parties and each of them is freed and released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the Agreement between the parties made as of the 12th day of January, 1949, marked Plaintiff's Exhibit "A", on file in this Court, as modified by an Agreement between the parties dated January 18, 1949, marked Plaintiff's Exhibit "B", on file in this Court, providing for a property settlement between the parties and for payments by the defendant to the plaintiff for the maintenance and support of the latter, be approved and confirmed, and the parties are each hereby ordered and directed to comply with the provisions thereof.

Done in Open Court at Gooding, Idaho, this 15th day of April, 1949.

D. H. SUTPHEN

DISTRICT JUDGE.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT IN THE CASE OF CONSTANCE V. BAINBRIDGE VS EMERSON M. BAINBRIDGE

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 15th day of April, 1949 A. D. 19....

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

HELEN MILDRED POWELL,
Plaintiff,

-vs-

ARCTHUR WARRINGTON POWELL,
Defendant.

DECREE

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This cause came on regularly to be heard this 18th., day of April 1949, before the Court without a jury, the Plaintiff appearing personally and by her attorney, T. E. McDonald, and the defendant not appearing eitherin person, by his attorney or otherwise, and it appearing from the files in this cause, that the defendant having been regulary served by process according to law, and having failed to appear, and the time for appearance having expired, and it further appearing that the default of the defendant having been regularly entered herein, and plaintiff having submitted testimony in support of her cause, and the Court having heard all the evidence and the proof submitted, and duly considering the same, finds that all the allegations of the complaint are true, and that the plaintiff is entitled to the relief sought.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, And this does order, adgudge and decree the absolute and complete severance of the marital status of husband and wife resulting from the said marriage between the plaintiff and the defndant by this decree herein. And for other and further necessary relief.

Done in open Court this 18th. day of April 1949.

D. H. SUTPHEN
Judge.

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Helen Mildred Powell -vs- Arthur Warrington Powell

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 18th day of April A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

MARIE JOSEPHINE DOUGLAS,
Plaintiff,
-VS-
BARCLAY K. DOUGLAS,
Defendant.

D E C R E E.

This cause coming on to be heard before the Court this 19th day of April, 1949, the plaintiff being present in person and being represented by Everett B. Taylor, her attorney, the defendant being represented by Joseph McFadden, his attorney, the following proceedings were had:

It appearing to the Court that a duly verified answer had been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agreed that the said action should be tried before the Court, without a jury, at this time, and that each of the said parties were ready for trial. The Court after hearing the testimony submitted for and on behalf of the plaintiff, which was duly corroborated, and the issue of the plaintiff's domicile having been contested, and both sides having rested; the Court having considered the law and the evidence, now finds that all material allegations of the complaint are true and correct; that plaintiff is, and for more than six weeks immediately prior to the filing of the complaint in this action has been a bona fide resident of Blaine County, State of Idaho, in which County she had her place of residence and domicile, and the Court having rendered its decision herein in writing, consisting of findings of fact and conclusions of law, which said decision is in favor of said plaintiff.

NOW, therefore, in accordance therewith, IT IS ORDERED, ADJUDGED, AND DECREED, That the marriage between the plaintiff Marie Josephine Douglas, and the defendant Barclay K. Douglas, be dissolved and said

parties and each of them is freed and released from the bonds of matrimony.

Done in Open Court at Gooding, Idaho, this 19th day of April, 1949.

D. H. SUTPHEN

DISTRICT JUDGE.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original judgment of the Court in the Case of Marie Josephine Douglas -vs- Dooley K. Douglas

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 19th day of April A. D. 1949

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

Harold G. Davis, Plaintiff, - vs - Josie Ann Davis, Defendant.	D E C R E E

This cause came on regularly to be heard this 19th day of April, 1949, before the Court without a jury, the plaintiff personally and by his attorney T. E. McDonald, and the defendant appearing by her attorneys Bissell & Bird, who withdrew their demurrer and refused to plead further, and it appearing from the files in this cause, that the defendant having been served by personal service of summons to which was attached a copy of the complaint; and plaintiff having submitted testimony in support of his cause, and the Court having heard all the evidence and the proofs submitted, find that all the allegations of the plaintiff's complaint are true, and that he is entitled to the relief sought.

It is therefore Ordered, Adjudged and decreed that the plaintiff have and recover judgment against the defendant that the bonds of matrimony heretofore existing between the plaintiff Harold G. Davis and the defendant Josie Ann Davis be and the same hereby are permanently dissolved; and that the custody and control of the minor child (Donald D. Davis) of the plaintiff and defendant be and the same hereby are awarded and decreed to the defendant;

It is further ordered, adjudged and decreed that the property agreement of the parties be and hereby is confirmed, and in accord therewith the plaintiff is ordered to pay $35.00 per month to the defendant for the maintenance, support and education of said Donald D. Davis, beginning as of date January 1st, 1949,

and continuing until said Donald D. Davis arrives at the age of twenty-one years, or until the further order of the court.

Done in open court at Gooding, Idaho, April 19th, 1949.

D. N. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the Case of Harold F. Davis -vs- Josie Ann Davis

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 19th day of April A. D. 1949.

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR GOODING COUNTY

LUCILLE K. DUERIG, Plaintiff, - vs - JACK C. DUERIG, Defendant.	# 4897 D E C R E E

This cause coming on regularly for hearing in open court on the date stated below, plaintiff appearing in person and by her attorneys Bissell & Bird of Gooding, Idaho, and no appearbeing made by or for the defendant, and it appearing that personal service of process was had upon the defendant in the state of Idaho on March 31st, 1949, and clerk's default having been duly entered; and oral, written and corroborating evidence having been submitted in support of the allegations of the complaint, and the court being fully advised in the premises;

It is hereby ordered, adjudged and decreed that the plaintiff have and recover judgment against the defendant that the bonds of matrimony heretofore existing between the plaintiff Lucille K. Duerig and the defendant Jack C. Duerig be and the same hereby are permanently dissolved, and said parties are divorced. That the custody and control of Dae Ann Duerig and Knight C. Duerig, minor children of the plaintiff and defendant, are awarded to the plaintiff Lucille K. Duerig, with right of reasonable visitation at convenient times by the defendant.

It is further ordered, adjudged and decreed that the property agreement had between the parties March 25th, 1949 be and the same hereby is confirmed, and in accord therewith the equity of the parties in their home is divided $100.00 to plaintiff and $134.00 to the defendant, with right on the part of the plaintiff

to occupy such home rent free until June 1, 1949; That the car, guns, all cameras and camera equipment, most tools, some bedding, photographic encyclopedia set, personal books and clothing is awarded to Jack C. Duerig the defendant. That all kitchen equipment and appliances, household furniture, including but not limited to, two bedroom suits, sewing machine, Norge heater, electric stove, rugs and similar property is hereby awarded to the plaintiff Lucille K. Duerig. The defendant shall pay for the maintenance and support of said Dae Ann Duerig the sum of $25.00 per month during her minority, for the support and maintenance of said Knight C. Duerig the sum of $25.00 per month during his minority, and for the maintenance and support of the plaintiff Lucille K. Duerig the sum of $50.00 per month during her life time or until she remarries, all said monthly payments to begin immediately; and that the defendant pay attorney fees and court costs of this action.

Dated in open court April 23rd, 1949.

D. H. SUTPHEN /s/

District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Lucille K. Duerig -vs- Jack C. Duerig now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 23rd day of April A. D. 1949.

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

ANN LINDSAY BULLARD,
Plaintiff,
-vs-
ROBERT L. BULLARD,
Defendant.

DECREE OF DIVORCE

The above matter came on regularly for hearing before the above court sitting in regular session at Gooding, Idaho, this 23rd day of April, 1949, at 1:30 o'clock p.m., the plaintiff appearing in person and by her attorneys, JAMES, SHAW & JAMES, and the defendant appearing by his attorneys, BISSELL & BIRD. It appeared further that the defendant had files his answer herein.

Whereupon, the attorneys for the plaintiff and the attorney for the defendant announced in open court that they were ready for trial and the cause proceeded to trial, and evidence, duly corroborated, was introduced on behalf of the plaintiff in support of her complaint, whereupon, both parties rested. The court being now fully informed in the premises finds that all of the allegations of the complaint are true, that the plaintiff is, and for more than six weeks immediately prior to the filing of the complaint in this action has been a resident of the State of Idaho, and further that the plaintiff is entitled to all the relief prayed for in her complaint. (The making of formal findings of fact and conclusions of law have been heretofore waived by the parties hereto by consent in writing filed with the clerk of the above court.

NOW THEREFORE, it is ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the plaintiff and the defendant, be and the same are, hereby absolutely dissolved and that said parties are, and each of them is, forever freed and released therefrom; that the custody of the minor child of plaintiff and defendant, namely, Robin Lindsay Bullard, is hereby awarded to the plaintiff and that the defendant is hereby required and directed to pay to the plaintiff for the support of said child the sum of $100.00 a month, the first payment to be made on the 1st day of May, 1949.

GIVEN UNDER MY HAND in open court at Gooding, Idaho, this 23rd day of April, 1949.

/s/ D. H. Sutphen
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the Case of Ann Lindsay Bullard -vs- Robert L. Bullard -

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this ~~23rd~~ 23 RD day of ~~May~~ APRIL A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * * * * *

PAULA LEE QUALL,
Plaintiff,
-vs-
GEORGE NEAL QUALL,
Defendant,

DECREE

* * * * * * * * * *

The above entitled cause having been brought on to be heard in Open Court before the HONORABLE D. H. SUTPHEN, Judge of the above entitled Court, JAMES W. BLAINE appearing as counsel for the plaintiff herein, the defendant having made his appearance in writing and having waived any right for continuance he may have as a member of the United States Army, and consenting to the entering of his default, and the time for answering having expired and no answer, demurrer or other appearance having been filed or made in said cause, the default of said defendant, GEORGE NEAL QUALL, was duly entered herein; the Court having heard all the evidence and proof from which it appears that all the allegations of the complaint herein are sustained by testimony free from all and any legal exceptions as to its competency, admissibility and sufficiency, and such matters so alleged and proved are sufficient in law to entitle the plaintiff, PAULA LEE QUALL, to the relief demanded in the complaint as prayed for;

That the plaintiff herein is now and has been an actual and a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action:

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court, by virtue of the power and authority therein vested and in pursuance of the statutes in such cases made and provided,

does order, adjudge and decree that the marriage now existing between the plaintiff and defendant herein be wholly dissolved and the said parties, and each of them, are released from the bonds of matrimony and all obligations thereof;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the maiden name of the plaintiff herein, namely: PAULA LEE ARTERBURN, be, and the same is hereby, restored.

DATED At Gooding, Idaho, this 23 day of April, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original judgment of the Court in the case of Paula Lee Ivall -vs- George Neal Ivall,

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 23rd day of April A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

OPAL M. BAILEY,
Plaintiff,
vs.
MARVIN J. BAILEY,
Defendant.

JUDGMENT AND DECREE

The above matter came on regularly for trial before the Court aitting in regular session at Gooding, Idaho, this 23rd day of April, 1949, the plaintiff appearing in person and by her attorney, David Doane, and the defendant appearing not at all. It appears further and the Court finds that the defendant had been duly and regularly served with process and that he had failed to answer within the time fixed by law and that the default of the defendant for his failure to appear has been duly entered by the Clerk of the Court.

Whereupon evidence, duly corroborated, was introduced on benalf of the plaintiff in support of her complaint, from which it appears and the Court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty, as charged in said complaint, and that plaintiff is and for six weeks immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho and that the defendant is not now and has not been, during the pendency of this action, in the military service of the United States or of any Nation allied with the United States of America.

And there having been offered and admitted in evidence a property settlement agreement, made and entered into by and between the plaintiff and defendant under date of October 7, 1948, in words and figures as follows:

"THIS AGREEMENT, Made and entered into this 7th day of October, 1948, by and between OPAL M. BAILEY, party of the first part, hereinafter referred to as the "Wife", and MARVIN J. BAILEY, party of the second part, hereinafter referred to as the "Husband",
WITNESSETH:

WHEREAS, The parties hereto intermarried on or about the 23rd day of August, 1932; and

WHEREAS, The parties hereto have heretofore ceased to live together and irreconcilable differences have arisen which have rendered it impossible for them hereafter to live together as husband and wife; and

WHEREAS, The parties hereto are the owners of the following described real properties, to-wit:

Lots One (1) and Two (2), Block Five (5), N. Addition, in Glenns Ferry, Elmore County, State of Idaho;
Lots Eleven (11) and Twelve (12), Block Thirty-Seven (37), Hammer Addition, in Glenns Ferry, Elmore County, State of Idaho; and
Lots Nine (9) and Ten (10), Block Twenty-One (21), in the Original Townsite of Glenns Ferry, in Glenns Ferry, Elmore County, State of Idaho; and

WHEREAS, The parties hereto have mutually agreed to a complete settlement and adjustment of all differences pertaining to their respective rights and property, which have heretofore arisen between them;

NOW, THEREFORE, It is hereby agreed that in consideration of the mutual promises, agreements and covenants contained herein, each party hereto does hereby covenant, agree and promise with the other as follows, to-wit:

I.

That the Husband shall and will execute and deliver, within ten (10) days subsequent to the date of this Agreement, good and sufficient gift deeds conveying all of his right, title and interest in and to the above described real properties unto the Wife herein.

II.

That each party hereto is hereby released and absolved from any and all obligations and liabilities for the future acts and duties of the other, and that each of said parties hereby released the other from any and all liabilities, debts, or obligations of any kind or character incurred by the other from and after this date, and from any and all claims and demands, including all claims of either party upon the other for support and maintenance as wife or husband or otherwise, it being understood and agreed that this

instrument is intended to settle the rights of the parties hereto in all respects.

III.

That any and all property acquired by either of the parties hereto from and after the date hereof, shall be the sole and separate property of the one so acquiring same and each of said parties hereby respectively grants to the other all such future acquisitions of property as the sole and separate property of the one so acquiring the same.

IV.

That the said parties hereto each hereby waive any and all right to the estate of the other left at his or her death and forever quitclaim any and all right to share in the same of the other, by the laws of succession, and said parties hereby release one to the other all right to be administrator or administratrix or executor or executris of the estate of the other and hereby release and waive all right to inherit under any will of the other and each of the said parties hereby waives any and all right of homestead in the real property of the other, and said parties hereby waive any and all right to the estate or any interest in the estate of the other for family allowance by way of inheritance, and from the date of this agreement to the end of the world said waiver of the other in the estate of the other party shall from the date of this agreement, be effective and they shall have all the rights of single persons and maintain the same relation of such toward each other.

V.

That in the event either of the parties hereto begins an action for divorce, this agreement shall be binding and effective as to the disposition of the properties herein referred to, and this agreement shall be presented to the Court having jurisdiction of such divorce action for ratification and approval, and should such Court not approve the same, then no decree of divorce shall be entered with provisions contrary to this agreement, except upon notice to the other party.

VI.

That the failure of either party to perform the terms and conditions of this agreement shall constitute a forfeiture of their rights hereunder, and shall be a waiver on the part of the defaulting party which shall permit the other party to proceed as if this agreement were completely null and void.

VII.

That each party to this agreement hereby solemnly and specifically avers that the foregoing agreement has been entered into without undue influence or fraud or coercion or misrepresentation or for any cause except as herein specified.

IN WITNESS WHEREOF, The parties hereto have hereunto

set their hands and seals the day and year first above written.

/s/ OPAL M. BAILEY
Wife

/s/ MARVIN J. BAILEY
Husband

And, it appearing to the Court that such contract is fair and equitable and should be affirmed and approved by the Court,

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED By the Court as follows:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be and the same are hereby dissolved, and the plaintiff, OPAL M. BAILEY, divorced from the defendant, MARVIN J. BAILEY, and each of the parties hereto restored to the status of a single person.

That the said Agreement, in writing, made and entered into by and between the plaintiff and defendant, under the date of October 7, 1948, and placed in evidence and hereinbefore set out, adjudging and composing all property rights of the plaintiff and defendant with reference to each other be,and the said agreement hereby is, approved, ratified and confirmed, and each of the parties hereto, the plaintiff and defendant, is hereby ordered and decreed to comply with the terms thereof.

Done in open court this 23rd day of April, 1949.

D. H. Sothen
District Judge

STATE OF IDAHO } ss.
County of Gooding }

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the Case of Opal M. Bailey -vs- Marvin J. Bailey now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 23rd day of April A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

- - - - -

JAMES McDONALD,)
Plaintiff,)
vs.) DECREE
JUNE KERNS McDONALD,)
Defendant.)

- - - - -

This cause came on to be heard before the Court this 23rd day of April, 1949, the plaintiff being present in person and being represented by Joseph McFadden, his attorney, the defendant being represented by Everett S. Taylor, her attorney, the following proceedings were had:

It appearing to the Court that a duly verified answer has been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agreed that the said action should be tried before the Court, without a jury, at this time, and that each of said parties were ready for trial. The Court after hearing the testimony submitted for and on behalf of the plaintiff, with the issue of the plaintiff's domicile having been contested, and corroborative evidence submitted thereon, and both sides having rested; the Court having considered the law and the evidence, now finds that all material allegations of the complaint are true and correct; that plaintiff is, and for more than six weeks immediately prior to the filing of the complaint in this action has been a bona fide resident of Blaine County, State of Idaho, in which County he had his place of residence and domicile, and the Court having rendered its decision herein in writing, consisting of findings of fact

and conclusions of law, which said decision is in favor of said plaintiff,

NOW THEREFORE, in accordance therewith, IT IS ORDERED, ADJUDGED AND DECREED, that the marriage between the plaintiff James McDonald, and the defendant, June Kerns McDonald, be, and the same hereby is, dissolved and said parties and each of them released from the bonds of matrimony.

Done in Open Court at Gooding, Gooding County, Idaho, this 23rd day of April, 1949.

D. H. Sutphen
DISTRICT JUDGE

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the Case of James McDonald -vs- June Kerns McDonald

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 23rd day of April A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

- - - - -

LOUISE A. CARROLL,)
Plaintiff,)
vs.) D E C R E E
FRED L. CARROLL,)
Defendant.)

- - - - -

This cause coming on to be heard before the Court this 23rd day of April, 1949, the plaintiff being present in person and being represented by Joseph McFadden, her attorney, the defendant being represented by Everett B. Taylor, his attorney, the following proceedings were had:

It appearing to the Court that a duly verified answer had been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agreed that the said action should be tried before the Court, without a jury, at this time, and that each of the said parties were ready for trial. The Court after hearing the testimony submitted for an on behalf of the plaintiff, with the issue of the plaintiff's domicile having been contested, and corroborative evidence submitted thereon, and both sides having rested; the Court having considered the law and the evidence, now finds that all material allegations of the complaint are true and correct; that plaintiff is, and for more than six weeks immediately prior to the filing of the complaint in this action has been a bona fide resident of Blaine County, State of Idaho, in which County she had her place of residence and domicile, and the Court having rendered its decision herein in writing, consisting of findings of fact

and conclusions of law, which said decision is in favor of said plaintiff,

NOW THEREFORE, in accordance therewith, IT IS ORDERED, ADJUDGED AND DECREED, that the marriage between the plaintiff Louise A. Carroll, and the defendant Fred L. Carroll, be, and the same hereby is, dissolved and said parties and each of them released from the bonds of matrimony.

Done in Open Court at Gooding, Gooding County, Idaho, this 23rd day of April, 1949.

D. H. Sutphen
DISTRICT JUDGE

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Louise A. Carroll -vs- Fred L. Carroll.

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book.....at page.....

In Testimony Whereof, I have set my hand and affixed my official seal this 23rd day of April A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

*
*
*

INEZ E. WAKEMAN, Plaintiff, -vs- J. QUENTIN WAKEMAN, Defendant.	DECREE

*
*
*

The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, at Gooding, in the County of Gooding, State of Idaho, upon the 23rd day of April, 1949, the plaintiff appearing in person and by her attorney, Perce Hall, and the defendant appearing not, neither in person nor by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant J. Quentin Wakeman had been duly and regularly served with Summons in this action in the manner provided by law and that said defendant had failed to appear and answer, demur or otherwise plead to the plaintiff's Complaint within the time allowed by law and the default of said defendant having been duly entered according to law and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of her Complaint and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's Complaint in favor of the plaintiff and against the defendant and upon the first cause of action set out in plaintiff's Complaint the Court finds

that the defendant has been guilty of wilful desertion of the plaintiff and upon the second cause of action of plaintiff's Complaint the Court finds that the parties hereto have not cohabited together for a period of more than five consecutive years and that by reason thereof the plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the plaintiff and the defendant dissolved;

And the Court further finds that upon the 9th day of April, 1949, the plaintiff and the defendant made and entered into one certain Agreement in writing, in words and figures as follows:

THIS AGREEMENT, Made and entered into this 9th day of April, 1949, by and between Inez E. Wakeman, hereinafter designated as the first party, and J. Quentin Wakeman, hereinafter designated as the second party, WITNESSETH:

WHEREAS, the parties hereto are husband and wife and because of certain differences and disagreements which have arisen between them, they are now living separate and apart from each other, And,

WHEREAS, The said parties desire to settle and adjust certain of the differences arising between them in connection with the division and disposition of their community property and in connection with the custody of their minor child, NOW, THEREFORE;

IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto as follows:

1. That the first party shall have and the second party hereby conveys to the first party, so that the same may be held by the first party as her sole and separate property, all of the right, title, claim and interest of the second party in and to the following described personal property, to-wit:

1 Portable Corona Typewriter
1 Refrigerator
1 Washing machine
All moneys or other property now in the possession of the first party and all furniture, fixtures, equipment, clothing and personal effects now in the possession of the first party.

2. That the second party shall have and the first party hereby conveys to him, to have and to hold the same as his sole and separate property, all of the right, title, claim and interest of the first party in and to the following described property, to-wit:

All stock-in-trade, furniture, fixtures and supplies of that certain business located in Atlanta, Idaho, and known as the Atlanta Mercantile Company;

1 Oldsmobile Sedan, year model 1937;
1 Five-room log cabin, situate upon the Public Domain in Atlanta, Idaho;
Personal clothing and effects now in the possession of the second party.

3. The first party shall have and she is hereby granted the care, custody and Control of Billie Karleen Wakeman, minor child of the parties hereto and that hereafter the second party shall pay to the first party towards the support and maintenance of said minor child the sum of $25.00 each and every month, on or before the 5th day of each and every calendar month hereafter, commencing with the month of April, 1949, and that the second party shall continue to make said payments to the first party until said minor child attains the age of majority, at which time said payments shall cease.

4. It is mutually agreed between the parties hereto that this agreement is made with the intention and for the purpose of settling forever all of the property rights existing between the parties hereto, and it is agreed that neither of them will hereafter make any claim upon the other of any kind or nature whatsoever, dependent upon or growing out of their marriage relationship, save and except to enforce the terms of this agreement, and it is agreed between the parties hereto that all property acquired by either of them shall be the sole and separate property of the party acquiring the same, free and clear from any claim, interest or control whatsoever of the other party.

5. Subject to the approval of the Court in the above entitled action, this agreement may be incorporated into and be made a part of any decree of divorce entered by the Court in said action.

IN WITNESS WHEREOF, The said parties have hereunto set their hands the day and year herein first above written.

/S/ INEZ E. WAKEMAN
FIRST PARTY

/S/ J. QUENTIN WAKEMAN
SECOND PARTY

STATE OF IDAHO,)
COUNTY OF ELMORE. (ss.

On this 14th day of April, in the year 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared INEZ E. WAKEMAN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

/S/ PERCE HALL
Notary Public for Idaho,
Residing at Mountain Home, Idaho.

STATE OF IDAHO,)
COUNTY OF ELMORE.) ss.

On this 12th day of April, in the year 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared J. QUENTIN WAKEMAN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

/S/ RALPH HORN
Notary Public for Idaho,
Residing at Atlanta, Idaho.

The Court concludes as a matter of law that said Agreement should be confirmed and approved and incorporated in this decree, NOW, THEREFORE;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff Inez E. Wakeman and the defendant J. Quentin Wakeman be and the same are hereby dissolved and that the plaintiff be and she is hereby divorced from said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the division of property, as evidenced by the foregoing Agreement, be and the same is hereby confirmed and approved and the property described in said Agreement is hereby awarded to the respective party entitled thereto under said Agreement, hereafter to be held by such party as his or her separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff Inez E. Wakeman be and she is hereby granted the care, custody and control of Billie Karleen Wakeman, minor child of the plaintiff and the defendant, and that in accordance with said Agreement the defendant shall pay to the plaintiff towards the support and maintenance of said minor child the sum of $25.00 on or before the 5th day of each and every calendar month hereafter, commencing with the

month of April, 1949, and that the defendant shall continue to make such payments each month until said child reaches the age of majority, at which time said payments shall cease.

Done in open Court at Gooding, in the County of Gooding, State of Idaho, this 23rd day of April, 1949.

D. H. STUPHEN
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF GOODING.)

I, Bert Bowler, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 23RD day of April, 1949.

Bert Bowler
Clerk of the District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

CLAUDE HOUSE,
Plaintiff,
-vs-
ZELPHA HOUSE,
Defendant.

JUDGMENT

The above matter came on regularly for trial before the above court sitting in chambers in Gooding, Idaho, this 26 day of April, the plaintiff appearing in person and by his attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process and that she had failed to answer within the time fixed by law, and that the default of the defendant for her failure to appear has been duly entered by the Clerk of the Court.

Whereupon evidence duly corroborated, was introduced on behalf of the plaintiff in support of his complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in the said complaint, and that the plaintiff is and for more than six weeks last past and immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

IT IS HEREBY ORDERED, ADJUDGED, and DECREED That the bonds of matrimony heretofore existing between plaintiff and defendant be and hereby are dissolved and each party is retored to the status of a single person, and that the property settlement heretofore entered into by the parties hereto is hereby approved and confirmed and said property award-

ed to the parties as provided therein. That the plaintiff is awarded as his sole and separate property the following described community propery, to-wit:

1940 Model Ford Coupe, Refrigerator, Electric Range and the personal belongings of the party of the first part and the child of the parties hereto.

That the defendant is hereby awarded as her sole and separate property the balance of the community property of the parties hereto. That the custody of the child of plaintiff and defendant, namely, Curtis Lyle House is hereby awarded to the plaintiff subject to the right of the defendant to visit said child at reasonable times and places and to have said child visit her at reasonable times and places.

Given under my hand this 26th day of April, 1949.

/s/ D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the Case of Claude House vs. Delpha House now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 26 day of April A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ~~ADA~~ Gooding

VESTA MAXINE BARROS,

Plaintiff,

-vs-

MANUEL G. BARROS,

Defendant.

D E C R E E

The above entitled cause came on regularly to be heard and tried before the Court on the 5th day of May, 1949, the plaintiff appearing in person and by her attorney, Pete Leguineche, and the defendant not appearing in person or by attorney;

And upon said hearing, it satisfactorily appearing to the Court that the defendant herein, Manuel G. Barros, was duly served with the process herein, and further that the defendant has appeared and filed in the said action his acknowledgment of service, appearance, and authorization of default, and his refusal to plead to the amended complaint of plaintiff, on file herein, and that the said defendant did authorize the entry of default against him for his failure to so plead, and the time for so answering or otherwise pleading to said complaint having expired; and it satisfactorily appearing to the Court from an affidavit filed by the plaintiff that the said defendant is not in the military service of the United States of America in any capacity whatsoever, and the default of the defendant, Manuel G. Barros, having been duly entered according to law, and the Court having heard the testimony introduced in behalf of said plaintiff and in support of her complaint, and the cause having

been thereupon submitted; and upon consideration of said testimony, the Court finds that the defendant has been guilty of treating plaintiff in an extremely cruel and inhuman manner and has inflicted upon plaintiff great and grievous mental suffering, and as a result thereof, plaintiff is entitled to have the bonds of matrimony heretofore and now existing between plaintiff and defendant dissolved and set aside;

The Court further finds that the said plaintiff has been a bona fide resident of and has continuously resided in the State of Idaho for more than six weeks immediately preceding the commencement of this action;

The Court further finds that the former name of plaintiff prior to her said marriage to the said defendant was Vesta Clayton;

NOW, THEREFORE, on this 5th day of May, 1949, it is hereby ordered, adjudged and decreed by this Court that the bonds of matrimony heretofore and now existing between plaintiff and defendant be forever dissolved and set aside and that plaintiff be forever divorced from said defendant;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the former name of plaintiff, to-wit, Vesta Clayton be, and the same hereby is restored to her.

Dated this 5th day of May, 1949.

(S/ D. Dean N. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Vesta Maxine Barros -vs- Manuel G. Burros

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 5th day of May A. D. 19 49

Bert Bowler
Clerk / Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

BELVA ADELE LELAND,
Plaintiff,
vs.
ROBERT ATKINS LELAND,
Defendant.

DECREE

THIS CAUSE Coming on regularly to be heard before the court upon plaintiff's complaint and defendant's answer herein, and plaintiff having appeared in person and by her attorney, Hamer H. Budge, and the defendant having appeared by his attorney, Branch Bird, and witnesses having been sworn and examined on behalf of the plaintiff, and the defendant having submitted no evidence, and the matter having been finally submitted to the court, and the court being fully advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED And this does order, adjudge and decree that the bonds of matrimony heretofore and now existing between the plaintiff and the defendant be and the same are hereby dissolved and the plaintiff is hereby awarded a divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the maiden name of the plaintiff, namely, Belva Adele Budge, be and the same is hereby restored to her.

DONE AND DATED At chambers at Gooding, Idaho, this 6th day of May, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Belva Adele Leland -vs- Robert Atkins Leland

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 6th day of May A. D. 19 49

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

CATHARINE B. CHAPIN,
Plaintiff,
-VS-
JOHN R. CHAPIN, Jr.,
Defendant.

D E C R E E.

This cause coming on to be heard before the Court this 7th day of May, 1949, the plaintiff being present in person and being represented by Everett B. Taylor, her attorney, the defendant being represented by Joseph McFadden, his attorney, the following proceedings were had;

It appearing to the Court that a duly verified answer had been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agree that the said action should be tried before the Court, without a jury, at this time, and that each of the said parties were ready for trial. The Court after hearing the testimony submitted for and on behalf of the plaintiff, which was duly corroborated, and the issue of the plaintiff's domicile having been contested, and both sides having rested; the Court having considered the law and the evidence, now finds that all material allegations of the complaint are true and correct; that plaintiff is, and for more than six weeks immediately prior to the filing of the complaint in this action has been a bona fide resident of Blaine County, State of Idaho, in which County she had her place of residence and domicile, and the Court having rendered its decision herein in writing, consisting of findings of fact and conclusions of law, which said decision is in favor of said plaintiff.

NOW, therefore, in accordance therewith, IT IS ORDERED, ADJUDGED, AND DECREED, That the marriage between the plaintiff Catharine B. Chapin, and the defendant John R. Chapin, Jr., be dissolved and said

parties and each of them is freed and released from the bonds of matrimony.

Done in Open Court at Gooding, Idaho, this 7th day of May, 1949.

D. H. SUTPHEN
DISTRICT JUDGE.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Catharine B. Chapin -vs- John R. Chapin

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 7th day of May A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * *

DAVID H. SUMMONS,
Plaintiff,
-vs-
ALMA B. SUMMONS,
Defendant.

DECREE

* * *

The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, in open Court at Gooding, in the County of Gooding, State of Idaho, upon the 7th day of May, 1949, the plaintiff appearing in person and by his attorney, Perce Hall, and the defendant appearing not, neither in person nor by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant Alma B. Summons had been duly and regularly served with summons in this action in the manner provided by law and that said defendant had failed to appear and answer, demur or otherwise plead to the plaintiff's complaint within the time allowed by law and that the defendant had filed a consent in writing to the entry of default judgment against her, and the default of said defendant having been duly and regularly entered according to law and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of the plaintiff's complaint, and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's complaint in favor of

the plaintiff and against the defendant and finds that the defendant has been guilty of wilful desertion of the plaintiff and that by reason thereof the plaintiff is entitled to have dissolved the bonds of matrimony heretofore and now existing between the plaintiff and the defendant;

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff David H. Summons and the defendant Alma B. Summons be and the same are hereby dissolved and that the plaintiff be and he is hereby divorced from said defendant.

Done in open Court at Gooding, in the County of Gooding, State of Idaho, this 7th day of May, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO,)
) SS.
COUNTY OF GOODING.)

I, Bert Bowler, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 7th day of May, 1949.

Bert Bowler
Clerk of the District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

BETTY J. CLIFFORD,
Plaintiff,
-vs-
A. L. CLIFFORD,
Defendant.

JUDGMENT

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho, this 7th day of May, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process and that he had failed to answer within the time fixed by law, and that the default of the defendant for his failure to appear has been duly entered by the Clerk of the court.

Whereupon evidence duly corroborated was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in said complaint, and that the plaintiff is and for more than six weeks last past has been a resident of the State of Idaho.

IT IS HEREBY ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the plaintiff and defendant be and hereby are dissolved and each party is restored to the status of a single person.

Given under my hand this 7th day of May, 1949.

/s/ D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Betty J. Clifford -vs- A. L. Clifford

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 7th day of May A. D. 19 49

Bert Bowler

Clerk Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

*

ELMER C. WADE,
Plaintiff,
v.
AUDREY E. WADE,
Defendant.

JUDGMENT AND DECREE

*

The above-entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, in regular session, on the 9th day of May, 1949, the plaintiff appearing in person and by his attorney, Grant L. Ambrose, and defendant appearing in person and by her attorney, David Doane; and the said cause was thereupon tried upon the complaint of the plaintiff and the answer and cross-complaint of the defendant, and the Court finding that the plaintiff had established and maintained residence in the State of Idaho prior to the commencement of this action, as required by law, that the defendant, Audrey E. Wade, was entitled to a judgment of divorce based upon the allegations in her cross-complaint and that she was entitled to an equitable share of the community property acquired by the parties, and specific findings of fact and conclusions of law having been expressly waived by oral stipulation of respective counsel in open court;

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. That the bonds of matrimony heretofore and now

existing between plaintiff and defendant be, and the same are hereby dissolved, and the defendant, Audrey E. Wade, divorced from the plaintiff, Elmer C. Wade, and each of the parties hereto restored to the status of a single person;

2. That the plaintiff, Elmer C. Wade, shall pay to the defendant, forthwith, the sum of $1,542.00 in cash;

3. That the plaintiff shall assign, set over and transfer to the defendant all his right, title and interest in and to that certain cemetery lot owned jointly by the parties and located in and around the city of Richmond, Virginia, and more particularly described as follows, to-wit:

> 108 square feet in Plot No. G½ in Section No. 91, in Division No. 2, burying ground of the city of Richmond, at Riverview Cemetery, as evidenced by Certificate No. 3543.

4. That the plaintiff shall forthwith execute a bill of sale to the defendant transferring all right, title and interest in and to the household furniture and equipment heretofore accumulated by the parties and located in and around the city of New York, State of New York, such personal property being more particularly itemized as follows:

1 mahogany bedroom set
Miscellaneous scatter rugs and curtains
3 lamp tables
1 floor lamp
Miscellaneous pictures
1 combination Zenith radio and phonograph
1 vacuum cleaner
Miscellaneous silverware, dishes and cooking ware
1 General Electric iron
1 electric clock
1 mahogany cedar chest
1 studio couch
3 upholstered chairs
1 table lamp
1 smoking stand
1 folding bed with cabinet
1 washing machine
1 kitchen table and four straight kitchen chairs
2 sets living room drapes
1 waffle iron
1 electric toaster
Miscellaneous linens and bedding

5. That the plaintiff shall pay to the defendant the sum of $100.00 for additional attorney's fees for defendant's

counsel.

6. That the plaintiff is awarded the right to retain title to and possession of that certain 1941 Plymouth pick-up truck, together with the remainder of all the community property acquired by the parties.

7. That the plaintiff shall make, execute and deliver to the defendant, upon request, any additional instruments of transfer and conveyance as may be required at any time in the future to perfect title to any of said property hereby awarded to the defendant.

Done in open court this 9th day of May, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Elmer C. Wade -vs- Audrey E. Wade

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book.....at page.....

In Testimony Whereof, I have set my hand and affixed my official seal this 14th day of May A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

DOROTHY MUSSER, Plaintiff, -vs- ALBERT MUSSER, Defendant.	J U D G M E N T

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho, this 9th day of May, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process, and that he had failed to answer within the time given by law, and that the default of the defendant for his failure to appear has been duly entered by the Clerk of the Court.

Whereupon, evidence duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in the complaint, and that the plaintiff is and for more than one year last past and immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

It is hereby ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff and defendant be and the same are hereby dissolved, and each of said parties is hereby restored to the status of a single person and that the plaintiff be awarded as her sole and

separate property the 1947 Ford automobile bearing Motor No. 337233 and Title No. 569329.

GIVEN UNDER MY HAND this 9th day of May, 1949.

/s/ D. M. Sutphen
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Dorothy Musser -vs- Albert Musser

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 9th day of May A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * * * * * *

JO ANN MAYS,
Plaintiff,
-v-
ROBERT D. MAYS,
Defendant.

D E C R E E

* * * * * * * * * * *

THIS CAUSE, Coming on regularly to be heard by the Court without a jury, this 12 day of MAY, 1949, Delana & Delana, appearing as counsel for the Plaintiff, and it appearing that the Defendant had been duly and regularly served with Summons and Complaint in said action, and that due and proper proof had been submitted showing the Defendant not to have been and not being in the Military Service pursuant to the terms and conditions of the "Soldiers' and Sailors' Relief Act of 1940" and that default had been duly and regularly entered in said action, THEREUPON, Witnesseswere sworn and examined on the part of the Plaintiff, and the evidence having been closed, the cause was submitted to the Court for its consideration and decision, and the Court being fully advised in the premises, renders its decision as follows:

NOW THEREFORE, By reason of the law and the premises aforesaid, IT IS HERE* BY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between Plaintiff and Defendant be and the same is hereby dissolved.

2. That the Plaintiff be restored to her maiden name of JO ANNBUCHANAN.

DATED: This 12TH day of MAY, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Jo Ann Mays -vs- Robert D. Mays

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 12th day of May A. D. 19 49

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

6455

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

BARBARA DIEFFENBACH, Plaintiff, -vs- MAURICE DIEFFENBACH, Defendant.	FINAL DECREE

The above entitled cause came on regularly for hearing before the Court, sitting without a jury, on this 12 day of May, 1949, the plaintiff appearing in person and by her attorney and the defendant not appearing, either in person or by attorney, and it appearing from the records and files in this action that the defendant was duly and regularly served with Summons as provided by law, and that the time for answering or otherwise pleading to plaintiff's Complaint has expired, and it further appearing from the affidavit of plaintiff that defendant is not engaged in the Military Service of the United States as defined by Section 101 (1) of that Act of Congress known as the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the default of said defendant for failure to appear or plead to plaintiff's complaint having been entered herein, by order of the Court, and witnesses having been sworn and having testified on behalf of plaintiff, and that cause having been submitted to the Court for decision, and the court having found that plaintiff is entitled to a decree of Divorce from the defendant upon the grounds of Willful Desertion and is entitled to the custody of the minor child of the parties hereto as prayed in her Complaint,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED,

and this does order, adjudge and decree that the bonds of matrimony heretofor and now existing between plaintiff and defendant be, and the same are, hereby dissolved and set aside and the custody of Christopher Dieffenbach is hereby awarded to the plaintiff, Barbara Dieffenbach, but with the right of the defendant to visit said minor child at reasonable times and places.

Dated this 12 day of ~~February~~ May, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Barbara Diffenbach -vs- Maurice Diffenbach

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 12th day of May, 1949 A. D. 19.....

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

LORRAINE HALL, Plaintiff,	)	
vs.	)	FINAL DECREE
DONOVAN L. HALL, Defendant.	)	

The above entitled cause came on regularly for hearing before the Court, sitting without a jury, on this 12TH day of May, 1949, and it appearing that the defendant was duly, regularly and personally served with summons as provided by law; and that the time for appearance has expired, and the default of the defendant for failure to appear or plead to plaintiff's complaint having been entered herein according to law and the order of the Court; and witnesses having been sworn and having testified on behalf of plaintiff; and the cause having been submitted to the Court for decision; and the court having found that the plaintiff is entitled to the relief sought in her complaint,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does ORDER, ADJUDGE and DECREE, that the plaintiff, Lorraine Hall, be, and she is hereby, awarded a decree of absolute divorce from the defendant, Donovan L. Hall; and the custody of minor children of the parties hereto, Donna Joan Hall and Janice Hall, be, and is hereby awarded to the plaintiff, but with the right of the defendant to visit said minor children at reasonable times and places.

Dated this 12TH day of May, 1949

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Lorraine Hall -vs- Donovan H. Hall

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 12th day of May A. D. 1949

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

ALENE A. MARSH,

Plaintiff,

-vs-

ROBERT L. MARSH,

Defendant.

D E C R E E.

This matter came on to be heard by the Court on this 12th day of May, 1949, at Gooding, Idaho, and the Court having examined the files in said action finds that the defendant was duly and regularly served with summons, as is required by law, and that the defendant failed to answer, plead or demurrer to said complaint within the time allowed by law for so answering, pleading or demurring.

THEREUPON, the Court entered the defendant's default for failure to answer, plead or demurrer to said complaint within the time allowed by law for so appearing.

THEREUPON, the plaintiff filed in this Court a duly acknowledged instrument whereby the defendant, Robert L. Marsh, submitted himself to jurisdiction for the purpose of entering any decrees which are necessary and proper in said matter.

THEREUPON, the Court heard the sworn testimony of plaintiff and her corroborating witness, and from the testimony the Court finds that the plaintiff is a resident of the State of Idaho, and had been a resident of the State of Idaho for six full weeks next preceding the date of the filing for divorce, and the Court further finds that one child, Julie Ann Marsh, was born issue of said marriage on the 18th day of December, 1949, which said child is in the care, custody and control of the plaintiff herein, she being a fit and proper person to have the care, custody and control of said child.

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

The Court further finds that the defendant has inflicted upon the plaintiff extreme cruelty, and that as a result of said cruelty the plaintiff is entitled to a decree of divorce from the defendant on said grounds; and the court further finds that the defendant is the father of Julie Ann Marsh, minor child of plaintiff and defendant, and that he should pay to the plaintiff herein the sum of $25.00 per month beginning on the 1st day of June, 1949, for the support of said child.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court, and this does order, adjudge and decree, that the bonds of matrimony heretofore and now existing between plaintiff and defendant be and they are hereby absolutely dissolved and plaintiff and defendant are absolutely divorced from one another; and it is the further judgment of the Court that the care, custody and control of Julie Ann Marsh be, and the same is hereby awarded to the plaintiff; and it is the further judgment of the Court that the defendant herein pay to the plaintiff the sum of $25.00 per month, beginning on the 1st day of June, 1949, for the support of said minor child, and it is the further judgment of the Court that the defendant pay said sum of $25.00 on each succeeding month thereafter until said child reaches the age of eighteen years, unless this decree be sooner modified.

DATED this 18TH day of May, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Alene A. Marsh -vs- Robert L. Marsh

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 18th day of May A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By ..... Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

CHARLES WESLEY WALKER,
Plaintiff,
-vs-
OLIVIA WALKER,
Defendant.

J U D G M E N T

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho, this 13th day of May, 1949, the plaintiff appearing in person and by his attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process and that she had failed to answer within the time fixed by law, and that the default of the defendant for her failure to appear has been duly entered by the Clerk of the court.

Whereupon evidence duly corroborated, was introduced on behalf of the plaintiff in support of his complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in said complaint, and that the plaintiff is and for several months last past and immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho. It further appearing that onechild has been born of the marriage of plaintiff and defendant, namely, Rodney Kenneth Walker, which child is presently residing with the defendant in the State of New Mexico.

IT IS HEREBY ORDERED, ADJUDGED , and DECREED That the bonds of matrimony heretofore existing between plaintiff and defendant be and hereby are dissolved and each party is restored to the status of a single person.

Given under my hand this 13th day of May, 1949.

/s/ D. H. Sutphen
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Charles Wesley Walker -vs- Olivia Walker

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 13th day of May A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

ELLEN P. SMITH, Plaintiff, vs. GLENN I. SMITH, Defendant.	DECREE OF DIVORCE

THE ABOVE ENTITLED ACTION came on regularly for hearing before the court at Gooding, Idaho, May 13, 1949. The plaintiff appeared in person and with her attorney, Ariel L. Crowley. No appearance was made for or on behalf of the defendant.

It appearing to the court that due and lawful service of process has been had and made upon the defendant Glenn I. Smith, in person for the time and in the manner provided by law, that the time for appearance by the said defendant has expired, default in the premises of the said defendant has heretofore been regularly entered according to law and that no cause exists against the entry of such default,

UPON MOTION of the plaintiff the court proceeds to reception of testimony on behalf of the plaintiff and being fully advised, express findings of fact and conclusions of law being waived, the court finds generally for the plaintiff and against the defendant and finds the plaintiff entitled to decree of absolute divorce and decree for the custody of the minor child of the parties.

IT IS THERFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the bonds of matrimony heretofore existing between the plaintiff Ellen P. Smith and the defendant Glenn I. Smith be and they are absolutely dissolved and the said parties are hereby divorced and restored to the status of single persons.

2. That the plaintiff have and she is awarded the care and custody, control and keeping of Karleen Teresa Smith, the minor child of the parties.

Rendered Dated and Entered, May 13, 1949.

D. N. Southern
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Ellen P. Smith -vs- Glenn I. Smith

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 13th day of May A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

EILEEN BEITMAN,
Plaintiff,
vs.
WESLEY M. BEITMAN,
Defendant.

JUDGMENT AND DECREE

THIS CAUSE Coming on regularly to be heard on the 18TH day of May, 1949, before the Court without a jury, plaintiff appearing in person and being represented by MOFFATT and YOUNG, her counsel, and the defendant having failed to appear in person or by counsel, and it appearing to the Court that Summons in the above entitled cause has heretobefore been duly and regularly issued and due service of process on said defendant had, and that the time for answering, demurring or appearing has expired, and that the default of Wesley M. Beitman, the defendant, for failing to appear, answer or demur within the time prescribed by law has heretofore been duly entered herein;

WHEREUPON, Evidence duly corroborated as required by law, was introduced by plaintiff, in which it appears to the Court that the allegations of plaintiff's cause of action contained in plaintiff's complaint on file herein are sustained by the testimony, free from all objections as to competency, admissibility and sufficiency; and it further appearing that the matters so alleged and proved are sufficient to entitle the plaintiff to judgment and decree in accordance with the complaint; and the case being closed, and the law in the premises being fully understood by the Court, the Court makes and enters this final judgment and decree;

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree:

1. That the bonds of matrimony heretofore and now existing between plaintiff and defendant be forever dissolved.

2. That plaintiff be restored her former name of Eileen Turley.

DATED This 18th day of May, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Eileen Beitman -vs- Wesley M. Beitman

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 18th day of May A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF GOODING.

Barbara Peck,

Plaintiff,

Vs

DECREE OF DIVORCE

Louis Peck, Jr.,

Defendant.

This cause coming on for trial before D. H. Sutphen, Judge of the above court, at Gooding, Idaho, and the trial thereof having been had and the Court having heard all of the testimony and evidence introduced and being fully advised in the premises finds that the defendant is guilty of extreme cruelty toward the plaintiff and that a divorce should be granted to the plaintiff from the defendant. It further appearing that the plaintiff and the defendant have entered into a written agreement by which they made a settlement of their property rights and interest of every kind, and by which they agreed as to the custody, support and maintenance of their minor child, Larry Allen Peck. The original of said instrument was introduced in evidence on the trial of this cause, and is made a part of this decree by reference.

NOW THEREFORE it is hereby Ordered, Adjudged and Decreed that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby permanently dissolved and said parties are and each of them is forever freed and release therefrom.

The above mentioned agreement entered into between said parties and all the terms thereof is hereby ratified and confirmed and the respective parties are hereby ordered and required to conform to and carry out the terms thereof. The defendant is directed to pay to the plaintiff the sum of $20.00 per month toward the support and maintenance of Larry Allen Peck the child of the parties hereto. The first payment to be made on or before June 1, 1949 and a like payment on or before the first day of each month thereafter. He is also directed to let her have immediate possession of the trailer house and contents.

Dated May 18, 1949.

D. H. SUTPHEN

DISTRICT JUDGE.

This agreement entered into between Barbara Peck, the Party of the First Part; and Louis Peck. Jr, the Party of the Second Part, WITNESSETH THAT:

WHEREAS the parties hereto are wife and husband and certain differences have arisen between them and they are not living together as wife and husband, and a suit for divorce is now pending and the parties desire to enter into an agreement as to their property and its division and for other purposes and the custody and support of their child.

NOW THEREFORE it is hereby mutually agreed as follows:

The party of the First Part, Barbara Peck is to receive as her separate property the trailer house, in which the parties hereto formerly lived, also the two stoves therein, also the bed and all other articles usually in said trailer house and used in connection therewith when used as their residence. Also a certain box containing some of her clothing and personal effects. Also all of her clothing and personal effects and the clothing and personal effects of Larry Allen Peck, the child of the parties hereto.

The party of the Second Part, Louis Peck, Jr. is to receivedas his sole andseparate property all other property owned by the parties hereto, including the land near Stanley, Idaho, all houses, logs and lumber, if any; the cow and calf, washing machine, if any; all automobiles and pickups and trailers, also all tools and horses. He is also to receive some of the pictures of the boy, and negatives; a certain pair of booties and a sweater suit. Also certain keys for the above mentioned automobiles.

Each party hereto agrees to execute all necessary papers, bills of sale and deeds to carry the above into effect. All property hereafter acquired by either of the parties hereto, shall be the sole and separate property of the party acquiring the same. Each of the parties hereto are to pay her or his own costs, expenses and attorney's fee now or hereafter incurred in connection with the divorce action above mentioned, except the said Louis Peck, Jr. is to forthwith pay to M. F. Ryan, attorney for the first party, the sum of $75.00

It is further agreed that Barbara Peck is to have the care, custody and control of Larry Allen Peck, the child of the parties hereto, with

the right on the part of Louis Peck, Jr., to visit said child at reasonable times and places. Louis Peck agrees to pay to Barbara Peck the sum of $20.00 per month toward the support and maintenance of said child. The first monthly payment to be made on or before June 1, 1949, and a like payment thereafter on or before the first day of each month. In the event that the United States Government pays any money for the support of said child said sum shall be credited on the above mentioned required payment of $20.00 per month, provided however that should the amount so paid by the government exceed the $20.00 for said support, the full amount thereof shall go for such support.

Except as above provided each party waives all claims which she or he may have against the other; and further the parties hereto waive all calims for alimony, support money, attorney fees and costs, other than as above mentioned.

That subject to the approval of the court this agreement is to be incorporated in and become a part of any decree of divorce made and entered by the court in the action above mentioned.

Dated this 14th day of May, 1949

Barbara Peck

Party of the First Part

Louis Peck, Jr.

Party of the Second Part.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Barbara Peck * vs* Louis Peck, Jr.

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 18th day of May A. D. 19 49

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

Deputy

State of Idaho,)
: SS:
County of Gooding,(

On this 16th day of May, 1949, before the undersigned a Notary Public in and for said county and state personally appeared Barbara Peck, known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that she executed the same as her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

M. F. RYAN

Notary Public for theState of Idaho
Residing at Gooding, Idaho.

State of Idaho,)
:
Gooding County, (

On this 14th day of May, 1949, before the undersigned, a Notary Public in and for said county and state personally appeared Louis Peck, Jr., known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he executed the same as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

A. F. JAMES

Notary Public for the State of Idaho
Residing at Gooding, Idaho.

6462

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

FRANCIS J. PERROTTA, Plaintiff, -vs- MARY L. PERROTTA, Defendant.	J U D G M E N T.

It appearing to the Court that defendant Mary L. Perrotta, was duly served with summons herein and that she has failed to appear and answer within the time allowed by law, and her default has been entered, and the cause coming on to be heard this 18TH day of May, 1949, upon the evidence on the part of the plaintiff, and the Court having considered all the evidence, from which it appears that all the allegations of the complaint are true, and such is found to be the fact, and all and singular the law and the premises being by the Court understood and considered.

WHEREFORE, it is hereby ordered, adjudged and decreed, that the marriage between the plaintiff, Francis J. Perrotta, and the defendant, Mary L. Perrotta, be dissolved, and the same is hereby dissolved and said parties restored to the status of single persons, upon the ground that plaintiff and defendant have continuously lived separate and apart and without cohabitation for a period of five years and more last past and immediately preceding the commencement of this action and the entry of this judgment, towit, ever since July 20, 1939.

Done in open Court, this 18TH day of May, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Francis J. Perrotta -vs- Mary L. Perrotta

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page ..... .

In Testimony Whereof, I have set my hand and affixed my official seal this 18th day of May A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

JESSIE ALICE HUNTER,
Plaintiff,

vs.

FREDERICK ROSS HUNTER,
Defendant.

JUDGMENT AND DECREE

THIS CAUSE Coming on regularly to be heard on the 18th day of May, 1949, before the Court without a jury, plaintiff appearing in person and being represented by MOFFATT and YOUNG, her counsel, and the defendant having failed to appear in person or by counsel, and it appearing to the Court that Summons in the above entitled cause has heretobefore been duly and regularly issued and due service of process on said defendant had, and that the time for answering, demurring or appearing has expired, and that the default of Frederick Ross Hunter, the defendant, for failing to appear, answer or demur within the time prescribed by law has heretofore been duly entered herein;

WHEREUPON, Evidence duly corroborated as required by law, was introduced by plaintiff, in which it appears to the Court that the allegations of plaintiff's cause of action contained in plaintiff's complaint on file herein are sustained by the testimony, free from all objections as to competency, admissibility and sufficiency; and it further appearing that the matters so alleged and proved are sufficient to entitle the plaintiff to judgment and decree in accordance with the complaint; and the case being closed, and the law in the premises being fully understood by the Court, the Court makes and enters this final judgment and decree:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree:

1. That the bonds of matrimony heretofore and now existing between plaintiff and defendant be forever dissolved.

2. That plaintiff be restored to her maiden name of Jessie Alice Dickeson.

DATED This 18th day of May, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Jessie Alice Hunter -vs- Frederick Ross Hunter

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 18th day of May A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

6464

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

CHARLEY L. SMITH,

Plaintiff,

-vs-

LILLIE SMITH,

Defendant.

D E C R E E.

This matter came on to be heard before the Court on this 19TH day of May, 1949, the plaintiff appearing in person and by his attorney, C. H. Higer of Emmett, Idaho. The defendant being in default made no appearance, and thereupon plaintiff filed his Military Service Affidavit in this Court to the effect that the defendant was not in Military Service of the United States of America, and thereafter the Court entered defendant's default according to law.

THEREUPON, the Court heard the sworn testimony of the plaintiff and his corroborating witness, and from it, the Court finds that the defendant and the plaintiff voluntarily separated from one another more than five years next preceeding the date of the filing of this action, and that they have lived separate and apart ever since said separation.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, by the Court, and this does order, adjudge and decree, that the bonds of matrimony heretofore and now existing between plaintiff and defendant be and they are hereby absolutely dissolved and plaintiff and defendant are absolutely divorced from one another.

DATED this 19TH day of May, 1949.

D. H. SUTPHEN
District Judge.

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Charles L. Smith -vs- Lillie Smith

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 19th day of May, 1949 A. D. 19....

Clerk - Ex Officio Auditor and Recorder

By Bert Bowler

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

Donald F. Hulen, Plaintiff, -vs- Lillian Mae Hulen, Defendant.

DECREE OF DIVORCE.

This cause came on regularly for hearing the 20th day of May, 1949, before the court without a jury, on the plaintiff's complaint filed herein. Plaintiff appeared personally and with Mary Schmitt, one of her attorneys. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law and that the time in which the said defendant was required to demur, answer or plead to said complaint had expired, the default of the defendant was duly and regularly entered herein; whereupon, the court proceeded with the trial of said cause.

Witnesses were called, sworn, and testified for and on behalf of the plaintiff and the case was submitted to the court for final determination and decision; and the court having found that the plaintiff and defendant were married at Boise, Idaho, on or about September 2, 1947; that plaintiff and defendant have no children; that plaintiff and defendant have no community property; and that plaintiff is entitled to a divorce from the defendant on the grounds of extreme cruelty and adultery, and that plaintiff has been a bona fide resident of the State of Idaho for more than six weeks prior to the time of the filing of his complaint; and that defendant's name prior to her marriage was Lillian Mae Coffyn.

It is therefore ordered, adjudged and decreed, and this does order, adjudge, and decree that the bonds of matrimony now existing between the plaintiff, Donald F. Hulen, and the defendant, Lillian Mae Hulen, be, and the same hereby are dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof.

It is further ordered, adjudged and decreed and this does order, adjudge and decree that the defendant may use her former name of Lillian Mae Coffyn if she so desires.

Dated at Gooding, Idaho, this 20th day of May, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Donald F. Hulsen -vs- Lillian Mae Hulsen

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 20th day of May A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

FAYE CARTER,

Plaintiff,

vs

CARL E. CARTER,

Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED MATTER Coming on for hearing before the Hon. Hugh A. Baker, Judge of the above entitled Court, at Rupert, Idaho, on the 7th day of April, 1949; the plaintiff appearing in person and by and through her attorneys, Graydon W. Smith and Leonard H. Jacob of Twin Falls, Idaho; and the defendant not appearing in person or by an attorney, and

It appearing to the Court that regular and proper service of summons and complaint has been made upon defendant, and it appears that the defendant has failed to appear or answer said complaint in the time allowed by law, and his default having been duly entered herein, the Court does hereby confirm and approve said default;

WHEREUPON, The testimony introduced herein by plaintiff and the Court being fully advised in the premises, and it appearing to the Court that Faye Carter is a fit and proper person to have the care, custody and control of Carolyn Jo Carter, and it further appearing to the Court that defendant is a fit and proper person to be allowed to visit at reasonable and seasonable times and places with Carolyn Jo Carter, the said minor child, and it further appearing that the plaintiff is and has been for more than six weeks prior to the filing of

this action a bona fide resident of the State of Idaho, and it appearing that all of the allegations of plaintiff's complaint are true, and that plaintiff is entitled to the relief prayed for in said complaint;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. That plaintiff is entitled to a divorce upon the grounds stated in her complaint, and that the bonds of matrimony heretofore existing between plaintiff and defendant should be and are hereby dissolved; and

2. That plaintiff is hereby awarded the care, custody and control of Carolyn Jo Carter, minor child of plaintiff and defendant, with the provision that the defendant shall be allowed to see and visit with said minor child at reasonable and seasonable times and places.

Dated this 22d day of April, 1949.

/s/ Hugh A. Baker
District Judge

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Case No. 3168
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED APR 22 1949
Mabel A. Beveridge
CLERK
BY Jewell E. Depew
DEPUTY CLERK

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

JOE RASCH,
PLAINTIFF
-vs-
LOUISE RASCH,
DEFENDANT

DECREE

The above-entitled matter came on for hearing and final determination before the undersigned, one of the Judges of the above-entitled Court, sitting in Chambers, at Twin Falls, County of Twin Falls, State of Idaho, on this 18th day of April, 1949, it appearing that the Defendant has been duly and regularly served with Summons and Complaint, has not appeared herein nor plead to Plaintiff's Complaint, and the time for such appearing and pleading having elapsed;

Plaintiff appeared in person and with his attorney of record, Richard H. Seeley, and the Defendant appearing not nor any person for her, and being in default, which has been heretofore duly entered against her, and oral and documentary evidence having been submitted by the Plaintiff, free and clear from all objections and exceptions, from which it appears that the Plaintiff is now and for more than six full weeks immediately preceding the commencement of this action has been a resident of the State of Idaho, that the Plaintiff and Defendant have heretofore entered into an Agreement settling their respective property rights, alimony, support money and matters pertaining to the custody and support of the children of said Parties, and that the Plaintiff is entitled to the relief prayed for in his Complaint, upon the grounds of extreme cruelty, and the Court having duly considered the matter.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

That the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby forever dissolved and set aside and that said parties be and each of them is released from said bonds and from all of the obligations thereof.

That the Defendant shall have the care, custody and control of Letha May Rasch and Amy Ruth Rasch, minor children of said parties, subject to reasonable visitation on the part of the Plaintiff; that in the event that the Defendant shall bear another child as the issue of the marriage of said parties, she shall also have the care, custody and control of said child, subject to reasonable visitation on the part of the Plaintiff.

That the Agreement entered into between said Plaintiff and Defendant, under date of March 26, 1949, an executed copy of which has been admitted herein as Plaintiff's Exhibit "A", be and the same hereby is in all respects approved and adopted and by reference is made a part of this Decree.

That the Plaintiff is the owner in fee, as his sole and separate property, of the following described real estate situated in the County of Jerome, State of Idaho, to-wit:

Lot 13, Block 47, Jerome Townsite,

and that the Defendant be and she is hereby forever enjoined and debarred from claiming or asserting any right, title, claim or interest therein.

Dated this 18th day of April, 1949.

Hugh A. Baker
District Judge

INDEXED COMPARED INDEXED
Case No. 5182
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED APR 18 1949
Mabel A. Beveridge CLERK
BY Mariana Morrison DEPUTY CLERK

Book 6 Judg Page 70

IN THE DISTRICT COURT
OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF JEROME

INDEXED COMPARED
Case No 3171
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

BETTY STAGMEYER,
Plaintiff,

vs

DUARD W. STAGMEYER,
Defendant,

DECREE OF DIVORSE

FILED APR 27 1949
Mabel A. Beveridge
CLERK
BY _____
DEPUTY CLERK

This matter came on for hearing and determination before the undersigned Judge of the above-entitled Court on the 27th day of April, 1949, it being a day of a regular term of the said Court.

It appearing to the Court from the records and files in the above entitled action that personal service of a copy of the summons to which was attached a copy of the complaint filed in said action was duly served personally upon the defendant without the State of Idaho, to-wit, in the State of Nebraska. Such service was based upon an affidavit for personal service of process without the State of Idaho and upon an order made by the Clerk of the above-entitled Court, directing and ordering such service upon the defendant outside the State of Idaho.

Personally appearing the plaintiff and her attorney, Henry M. Hall, the defendant not appearing either in person or by attorney, and it appearing to the Court that a default of his appearance has been duly and regularly entered by the Clerk of this Court on the account and by reason of his not appearing, answering or demurring within the time required by law;

It further appearing to the Court that the said matter is now ready for presentation to the Court, the plaintiff and her witness was duly sworn according to law and testimony was introduced on her behalf in support of the allegations contained in her complaint; it further appearing to the Court from the evidence introduced that the plaintiff has been a resident of the State of Idaho for more than six (6) weeks immediately prior to the commencement of this action, which fact was duly corroborated by another witness;

The Court is of the opinion from the evidence that the plaintiff is entitled to the relief prayed for in her complaint and that she should have a divorce from the defendant.

WHEREFORE, it is the judgment of this Court that the bonds of matrimony heretofore existing between plaintiff and defendant should be dissolved and the same are hereby dissolved and each of the said parties is hereby restored to the status of a single unmarried person.

DATED and signed at Jerome, Idaho, this 27th day of April, 1949.

Presiding District Judge.

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Page 75

X

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME.

Louise Ellis,
Plaintiff,
vs.
Wilbur Ellis,
Defendant,

JUDGMENT.

The above entitled matter came on regularly to be heard this 23rd day of May, 1949, before the undersigned District Judge of the above entitled Court upon the complaint of plaintiff herein taken as confessed by defendant. Wayne A. Barclay appeared as counsel for plaintiff and no person appeared as counsel for defendant and the defendant not being present in Court and it appearing to the Court that due and regular service of summons and complaint has heretofore been made upon defendant; that he has failed to appear and plead to said complaint within the time allowed by law therefor and that the default of the said defendant in the premises has heretofore been duly and regularly entered, the cause proceeded to trial;

Testimony in behalf of plaintiff was presented and proofs taken herein and the testimony being closed, the matter was submitted to the Court for his decision and the Court being fully advised in the premises and it appearing to the Court that all of the material allegations of the complaint of plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissability and sufficiency and that the matters so alleged and proved are sufficient in law to enable plaintiff to obtain the relief prayed for in her complaint; that plaintiff was a resident of the State of Idaho for more than six full weeks immediately preceeding the commencement of this action; that there is no community or other property belonging to the parties to this action to be assigned herein; that there are no living children as the issue of the marriage of plaintiff and defendant and that plaintiff is entitled to a decree of divorce as prayed in her said complaint.

IT IS ORDERED, ADJUDGED AND DECREED:

That the marriage of the said plaintiff, Louise Ellis, and the said defendant, Wilbur Ellis, be dissolved and that the same is hereby dissolved accordingly and that each of the parties are hereby freed and absolutely released from the bonds of matrimony and all of the obligations thereof.

Dated at Jerome in Jerome County, State of Idaho, this 23rd day of May, 1949.

_____
District Judge.

Case No. 3184
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED MAY 23 1949
Mabel A. Beveridge
CLERK
BY _____
DEPUTY CLERK
Book 6 Judg Page 76

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

RONALD LAYCOOK,
Plaintiff,
vs
BEULAH LAYCOOK,
Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED MATTER coming on for hearing before the Hon. Kales E. Lowe, Judge of the above entitled Court, at Jerome, Idaho, on the 23rd day of April, 1949; the plaintiff appearing in person and by and through his attorneys, Graydon W. Smith and Leonard H. Jacob, of Twin Falls, Idaho, and the defendant not appearing in person or by an attorney, and

It appearing to the Court that regular and proper service of summons and complaint has been made upon defendant, and that defendant has filed her acceptance of service and waiver of time to appear, and her default having been duly entered herein, the Court does hereby confirm and approve said default.

WHEREUPON, the testimony introduced herein by plaintiff and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. That plaintiff is entitled to a divorce upon grounds stated in his complaint, and that the bonds of matrimony heretofore existing between plaintiff and defendant should be and are hereby dissolved; and

2. That plaintiff be given the care, custody, and control of Peggy Lou Laycook, minor child of plaintiff and defendant, with defendant having the privilege of visiting said minor child at reasonable and seasonable times and places.

Case No. 3188 Dated this 20th day of May, 1949.

DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED MAY 21 1949
Mabel A Beveridge
CLERK
BY _____ DEPUTY CLERK

Book 6 Judg Page 77

/s/ Kales E Lowe
District Judge

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME.

- - -

DOROTHY KING,
Plaintiff
-vs-
JOSEPH A. KING,
Defendant

DECREE

- - -

The above-entitled matter came on for hearing and final determination before the undersigned, one of the Judges of the above-entitled Court, sitting in Open Court, at Jerome, Idaho, on this 27th. day of May, 1949, it appearing that the Defendant has been duly and regularly served with process and has not appeared herein, nor plead to Plaintiff's Complaint, and the time for appearing and pleading having elapsed;

Plaintiff appeared in person and with her Attorney of Record, Richard H. Seeley, and the Defendant appeared not, nor any person for him, and being in default which has been heretofore duly entered against him and proof having been submitted by the Plaintiff from which it appears that the Plaintiff is now and for more than six full weeks immediately preceding the commencement of this action has been a resident of the State of Idaho; that the Plaintiff and Defendant have entered into a Property Settlement Agreement, a copy of which has been introduced and admitted as evidence herein as Plaintiff's Exhibit A; and that the Plaintiff is entitled to the relief prayed for upon the grounds of extreme cruelty.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

That the bonds of matrimony between Plaintiff and Defendant be, and the same are hereby, dissolved and set aside

and that said parties be, and each of them is, forever freed and absolutely free from said bonds and of all obligations thereof;

That Property Settlement Agreement entered into between the Plaintiff and Defendant be, and the same is hereby, adopted and approved in all respects;

That Plaintiff's maiden name, to-wit, Dorothy Skelton, be and the same is hereby restored to her.

Dated this 27th. day of May, 1949.

COMPARED

INDEXED INDEXED

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Kaleb E. Lowe
District Judge

Case No 3189
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

FILED MAY 27 1949
Mabel A Beveridge
CLERK

BY _____
DEPUTY CLERK

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME.

Anna Mae Walling,
Plaintiff,
vs.
Lonnie Walling,
Defendant,

DECREE.

The above entitled matter came on regularly to be heard this 27th day of ~~April~~ May, 1949, before the undersigned District Judge of the above entitled Court upon the complaint of plaintiff herein taken as confessed by defendant; Wayne A. Barclay appeared as counsel for plaintiff and no person appeared as counsel for defendant and the defendant not being present in Court and it appearing to the Court that due and regular service of summons and complaint has heretofore been made upon defendant; that he has failed to appear and plead to said complaint within the time allowed by law therefor and that the default of the said defendant in the premises has heretofore been duly and regularly entered, the cause proceeded to trial;

Testimony in behalf of plaintiff was presented and proofs taken herein and the testimony being closed, the matter was submitted to the Court for his decision and the Court being fully advised in the premises and it appearing to the Court that all of the material allegations of the complaint of plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissability and sufficiency and that said matters so alleged and proved are sufficient in law to enable plaintiff to obtain the relief prayed for in her complaint; that plaintiff was a resident of the State of Idaho for more than six full weeks immediately preceeding the commencement of this action; that there is no community or other property belonging to the parties to this action to be assigned by the Court herein; that there are no living children as

the issue of the marriage of plaintiff and defendant and that plaintiff is entitled to a decree of divorce as prayed in her said complaint;

IT IS ORDERED, ADJUDGED AND DECREED:

That the marriage of the said plaintiff, Anna Mae Walling, and the said defendant, Lonnie Walling, be dissolved and that the same is hereby dissolved accordingly and that the said parties are and each of them is hereby freed and absolutely released from the bonds of matrimony and all of the obligations thereof.

Dated at Jerome, in Jerome County, Idaho, this 27th day of ~~April~~ MAY, 1949.

Kales E. Lowe
District Judge.

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Case No 3183

DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

FILED MAY 27 1949

Mabel A. Severidge
CLERK

BY _____
DEPUTY CLERK

6473

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

DE LORIS POLAND, (No. 14064
Plaintiff,
vs.) DECREE
ELMER POLAND,
Defendant. (

MAY 4 1949

This cause having regularly come on to be heard before the undersigned Judge of the above entitled Court at Coeur d'Alene, Kootenai County, Idaho, at 10:00 A. M. on the 5th day of April, 1949; plaintiff and defendant appearing in person and through J. Ward Arney and Mr. T. P. Wormward, respectively, attorneys of record, and the issue being joined on the amended complaint and the amended answer and cross-complaint; whereupon competent oral and documentary evidence was offered and received and witnesses sworn and examined and the parties having completed offering evidence, the case was taken under advisement with the parties given the right to file written briefs; the written briefs have been filed and considered and the Court, being fully advised in the premises, having heretofore made, filed and entered its written findings of fact and conclusions of law in effect directing the entry of decree in favor of plaintiff for divorce and child custody and support allowances and attorneys fees; now, therefore, upon motion of the attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

(1). Plaintiff is hereby divorced from the defendant by reason of mental cruelty inflicted upon plaintiff by defendant without the fault of plaintiff.

(2). The care, custody and control of the two minor children, Clyde, 4, and Lester, about 22 months, is hereby vested in the plaintiff, the defendant to have reasonable rights of visitation with the children and to pay the plaintiff the sum of $25.00 a month for each child, during the minority or dependency of each child and for the support, maintenance and/or education of each child.

(3). The defendant shall pay the attorney for the plaintiff herein the sum of $100.00 as attorneys fees for the trial of this case.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 4 day of May, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

MAY 5 1949

AGNES PATRICIA BURNS,
Plaintiff,

vs.

WILLIAM LUCIUS BURNS,
Defendant.

14095

DECREE

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her Attorney, E. T. Knudson, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service outside of the State of Idaho and in the Philippine Islands, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and that

Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of E. T. Knudson, Attorney for the Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, AGNES PATRICIA BURNS, and the Defendant, WILLIAM LUCIUS BURNS, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor daughter of these parties, to-wit: SHAWN PATRICIA BURNS, is hereby awarded to the Plaintiff.

Done in open Court this 5th day of May, A. D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of AGNES PATRICIA BURNS, Plaintiff, versus WILLIAM LUCIUS BURNS, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 5th day of May, A. D., 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

6475

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

HELEN F. SMITH,
Plaintiff,
vs.
TOD E. SMITH,
Defendant.

No. 14278

FILED IN DISTRICT COURT
MAY 3 1949
THOS. A. F...

DECREE

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service as shown by the records herein.

3. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of grievous mental suffering and extreme physical cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 3rd

day of May, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said court on this, the 3rd day of May, 1949.

_____
Clerk

By_____
Deputy

6476

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

WYNNE E. STEWART,

Plaintiff

-vs-

MARYELLEN D. STEWART,

Defendant.

14149

DECREE OF DIVORCE

FILED MAY 4 1949 JAS. A. FOSTER

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho before the Honorable O. C. Wilson, one of the Judges of said Court on the 4th day of May, 1949; the defendant, Maryellen D. Stewart, having failed to answer, demur or plead within the time allowed by law after service of summons and acknowledgment thereof in writing; and her default having been entered by order of the Court after filing of affidavit of non-military service of defendant by plaintiff; the plaintiff appearing by his attorney, Harry H. Kinsey, and the deposition of plaintiff having been regularly published and entered of record by order of the Court on behalf of plaintiff; and from such proof and other evidence oral and written introduced, and the Court being fully advised in the premises, and entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Wynne E. Stewart, and defendant, Maryellen D. Stewart, be and the same are hereby set aside and held for naught, and plaintiff, Wynne E. Stewart, is granted a decree of absolute divorce from defendant, Maryellen D. Stewart, on the ground of mental suffering, amounting to extreme cruelty; that defendant's former name., Maryellen Daniel, is restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho this 4th day of May, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 4th day of May, 1949.

Jas. A. Foster
Clerk

(Seal)

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

WILLIAM CALVIN MILAM,) 14257

Plaintiff

-vs-) D E C R E E

HATTIE MILAM,

Defendant)

MAY 6 1949

This cause came regularly on to be heard before the undersigned Judge of the above entitled court in chambers at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and being represented by his counsel, Mr. James W. Wayhe, and the defendant being in default herein. Thereupon competent and corroborative evidence was received, substantiating the allegations of the complaint, and written findings of fact and conclusions of law having been expressly waived, under 7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

1. Plaintiff be, and he hereby is, granted a decree of absolute divorce from the defendant herein on the grounds of wilful desertion.

Dated and done at Coeur d'Alene, Idaho this 6th day of May, 1949.

O. C. Wilson
District Judge

6478

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

****

CLARENCE RIGGINS)
Plaintiff,)
vs.)
BLANCHE RIGGINS)
Defendant,)

MAY 3 1949

DECREE OF DIVORCE

Alberta Platt

1K286

****

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 3rd day of May 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by his attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact in favor of the plaintiff and against the defendant, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Clarence Riggins plaintiff and Blanche Riggins defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of extreme cruelty.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that defendant

be decreed the care, control, and custody of said minor child Linda Sue Riggins, subject however to reasonable visitations by said plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that said plaintiff be required to pay to said defendant for the support and maintenance of said minor child the sum of $22.00 per month.

Dated at Coeur d'Alene, this 3rd day of May 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Clarence Riggins vs. Blanche Riggins now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 3rd day of May 1949.

Clerk

By
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

FRED H. CLARK, (No. ~~13529~~ 13530
Plaintiff,
vs.) DECREE
EVELYN CLARK,
Defendant. (

This cause having regularly come on to be heard before the undersigned Judge of the above Court at Coeur d'Alene, Kootenai County, Idaho, at 10:00 A.M. on the date hereof, plaintiff appearing in person and through J. Ward Arney, his attorney of record; the defendant not appearing, either in person or through her attorney, except by a stipulation, signed by the attorneys of record for defendant and on file herein, to the effect that the child custody and property rights have been settled between the parties and that the case may proceed to trial on the complaint of plaintiff, the amended answer and cross-complaint of defendant, the supplement to the complaint of plaintiff and the answer of plaintiff to the cross-complaint, without any or further notice to the defendant and cross-plaintiff as to the time and place of hearing; whereupon competent and corroborative, oral and documentary evidence was offered and received and the Court being fully advised in the premises and written findings of fact and conclusions of law being waived by said stipulation; now, therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

(1). Plaintiff is hereby granted an absolute divorce from defendant on the grounds of mental cruelty inflicted upon plaintiff by

defendant without justification.

(2). The care, custody and control of the only minor children of the parties, i. e., Barbara Jean, aged about 6, and John Patrick, aged about 5, is hereby vested in the plaintiff.

(3). Defendant may retain, as her sole and separate property, such household goods and furnishings as she has in her possession.

(4). Plaintiff has paid to the defendant herein the sum of $250.00 net, as provided in said property settlement, and that said property settlement is fair and reasonable and is hereby approved.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 9th day of May, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

X

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

KENNETH HILDEBRAND, Plaintiff,	)	14292
vs.	)	DECREE OF DIVORCE
ENQUITA HILDEBRAND, Defendant.	)	

FILED MAY 12 1949 JAS. A. FOSTER

This cause came regularly on for hearing this day before the undersigned Judge of the above entitled Court, defendant having been duly and regularly served with process herein, and having failed to appear, plead, answer or demur to the complaint of plaintiff, within the time provided by law, or at all, the the default of said defendant for such failure to appear, plead, answer or demur having been duly and regularly entered herein, plaintiff appearing in person and by his attorneys, McFarland & McFarland, and no one for defendant, whereupon witnesses were sworn and testified, and documentary evidence introduced on behalf of plaintiff, and I, the Judge of said Court, having made and entered herein my Findings of Fact and Conclusions of Law in favor of plaintiff and against defendant,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby set aside, and plaintiff, Kenneth Hildebrand, be, and he is hereby granted an absolute divorce from the defendant, Enquita Hildebrand.

Dated this 12th day of May, 1949.

O. C. Wilson
Judge of the District Court

COPY

6481

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

VIRGINIA M. RONK,)
Plaintiff,)
vs.)
THOMAS F. RONK,)
Defendant.)

14340

FILED MAY 12 1949

DECREE

- - - -

The above entitled cause came on regularly for trial in open court this 12th day of May, 1949; plaintiff appearing in person and by her attorneys Elder, Elder & Smith; and the defendant having appeared and filed his Answer to Plaintiff's Complaint and having filed herein a Stipulation authorizing the hearing of this cause, and the matter having been set down for hearing; and the defendant is not now and has not been, during the pendency of this action, a member of the armed forces of the United States; and the court having heard the evidence of the plaintiff and having entered its Findings of Fact and Conclusions of Law herein, wherein it is ordered that judgment and decree be entered in favor of the plaintiff and against the defendant;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I

That the plaintiff has been a resident of the State of Idaho for six full weeks next preceding the commencement of this action.

II

That the bonds of matrimony heretofore existing between the plaintiff, Virginia M. Ronk, and the defendant, Thomas F. Ronk, be and the same are hereby wholly and forever dissolved,

and the parties are released each from the other and from all matrimonial obligations, and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant on the grounds of extreme cruelty.

III

That the property settlement agreement between the parties, attached to the plaintiff's complaint, is hereby approved.

IV

That the plaintiff is awarded as her sole and separate property all furniture, fixtures and equipment in the apartment hereinafter referred to, and all interest in that certain lease with Metropolitan Life Insurance Company as Landlord, covering Apartment 9H in the building known as Number 6 Peter Cooper Road in the Borough of Manhattan, City and State of New York.

V

That the defendant pay alimony to the plaintiff in a monthly sum of One hundred twenty-five dollars ($125.00) commencing on the 10th day of May, 1949, and continuing for a term of five years or until the death or remarriage of the plaintiff, whichever event shall first occur.

O. C. WILSON
Judge of the District Court

6482

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

ALICE, SAGE,

Plaintiff,

-vs-

EARL L. SAGE,

Defendant.

14148

DECREE OF DIVORCE

STATE OF IDAHO } ss
County of Kootenai } FILED
MAY 12 1949
JAS. A. FOSTER
Clerk

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho before the Honorable O. C. Wilson, one of the Judges of said Court on the 12th day of May, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after receipt of summons and acknowledgment thereof in writing; and defendant's default having been entered by the order of the Court; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Alice Sage, and defendant, Earl L. Sage, be and the same are hereby set aside and held for naught, and plaintiff, Alice Sage, is granted a decree of absolute divorce from defendant, Earl L. Sage, on the ground of mental suffering, amounting to extreme cruelty; that the care and custody of Duane Sage, the minor child of plaintiff and defendant shall be and hereby is awarded to plaintiff.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 12th day of May, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 12th day of May, 1949.

Jas. A. Foster
Clerk

(Seal)

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

***

JEANNE J. ZAHAR)
Plaintiff,)
vs.) DECREE OF DIVORCE
JOHN ANGELOS ZAHAR)
Defendant,)

14249

STATE OF IDAHO MAY 12 1949 JAS. A. FEE

***

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootemi County, State of Idaho, on the 12th day of May 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by her attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Jeanne J. Zahar plaintiff and John Angelos Zahar defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of extreme cruelty.

Dated at Coeur d'Alene, this 12th day of May 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Jeanne J. Zahar vs. John Angelos Zahar now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 12th day of May 1949.

Jas. A. Foster
Clerk

By _____
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

6484

GRACE KLIMO,

Plaintiff,

vs.

ADOLPH KLIMO,

Defendant.

No. 14293

DECREE

MAY 12 1949

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is granted a divorce from defendant on the grounds of continuous separation as husband and wife for more than five years without cohabitation.

(4). The custody of Gracie, 17, is hereby vested in plaintiff.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 12th day of May, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

X

6485

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

ALBERT BURLIE CASEY,

Plaintiff,

v.

ANNA BELL CASEY,

Defendant.

14308

MAY 10 1949

DECREE

The above entitled action coming regularly on for trial in the above entitled court, H. S. Sanderson appearing for the plaintiff and the defendant appearing not, and the court finding that the defendant was duly, personally served pursuant to an order for substituted service duly and regularly entered in the above entitled court, which said personal service upon the defendant was had and accepted by the defendant on the 5th day of May, 1949, and the defendant has filed herein an acceptance of service and stipulation that the cause may be submitted for trial upon the plaintiff's complaint at the convenience of the court and waiving notice of time and place of said hearing and trial; That said service was made upon the defendant in the State of California, County of San Francisco, and the court having heard and considered the proofs and evidence of the plaintiff and having made and entered its findings of fact and conclusions of law,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff be and hereby is granted and absolute divorce from the defendant forever dissolving the marriage relation existing up until this time between plaintiff and defendant.

Dated this 10th day of May, 1949.

O. C. Wilson

District Judge

14252 6486

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

STATE OF IDAHO, County of Kootenai } ss
Filed _____ 1949
at _____ M.
JAS. A. FOSTER
Clerk District Court
By Sue Longford
Deputy

NETTIE M. HUTCHISON,
Plaintiff,
-vs-
HENDLEY K. HUTCHISON,
Defendant.

DECREE OF DIVORCE

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho before the Honorable O. C. Wilson, one of the Judges of said Court on the 16th day of May, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after legal service of summons; and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of plaintiff, and the Court being fully advised in the premises, and having entered its fingings of fact and conclusions of law, and in favor of plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Nettie M. Hutchison, and defendant, Hendley K. Hutchison, be and the same are hereby set aside and held for naught, and plaintiff, Nettie M. Hutchison, is granted a decree of absolute divorce from defendant, Hendley K. Hutchison, on the ground of mental suffering, amounting to extreme cruelty; that the care and custody of Sally Hutchison, the minor chidl of plaintiff and defendant shall be and hereby is awarded to plaintiff.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 16th day of May, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 16th day of May, 1949.

JAS. A. FOSTER
Clerk

(Seal)

By Sue Longford
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

Alberta Platt

HAZEL HEPOLA,	:	
Plaintiff,	:	
vs.	:	DECREE
FREDERICH HEPOLA,	:	
Defendant.	:	

14310

This matter having come on regularly for hearing before the undersigned Judge of the above entitled Court, on the 16 day of May , 1949, plaintiff appearing in person and by her attorney of record, and the defendant having been served by publication of Summons and mailing of a copy of the Complaint and Summons as appears by the records and files and his default having been duly and regularly entered and filed herein, and the plaintiff being duly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted in connection with her residence, and the Court having heard and considered all of the evidence introduced and being duly and fully advised in the premises, and having made its Findings of Fact and Conclusions of Law herein,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree, that the bonds of matrimony heretofore and now existing between the plaintiff, HAZEL HEPOLA, and defendant, FREDERICH HEPOLA, be, and the same are hereby dissolved and set aside, and the plaintiff is hereby granted an absolute decree of divorce upon the ground of Extreme Cruelty from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff's maiden name of HAZEL HARRIS is hereby restored to her.

DONE in open Court this 16 day of May , 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 16 day of May , 1949.

Jas. A. Foster
Clerk

By: Alberta Plath
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

6488

DORIS WILHELM,

Plaintiff,

vs.

HAROLD WILHELM,

Defendant.

No. 14309

DECREE

MAY 17 1949

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Plaintiff is an expectant mother and is awarded the custody of the child or children when born.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 17th day of May, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

6489

LYMAN M. WATRUS,

Plaintiff,

vs.

MARION WATRUS,

Defendant.

No. 14242

DECREE

FILED MAY 17 1949 U.S. A. FOR THE

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). Plaintiff shall retain his separate property, consisting in a 1940 Plymouth Sedan, as his sole and separate property.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 17th day of ~~April~~ May 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

X

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

JACOB FINLEY JONES Plaintiff, vs. INEZ FAYE JONES Defendant.	)	14321 MAY 19 1949 D E C R E E

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with his attorney, C. J. Hamilton, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service of the Summons, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and that Findings of Fact and Conclusions of Law have been expressly waived herein

NOW, THEREFORE, on motion of C. J. HAMILTON, attorney for Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, JACOB FINLEY JONES, and the Defendant, INEZ FAYE JONES, be, and the same hereby are vacated, dissolved and set aside on the ground of mental cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor child of these parties to-wit: PHILLIP KENNETH JONES is hereby awarded to the Defendant, with the privilege on the part of the Plaintiff of visitation with said child at all reasonable times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Plaintiff pay as child support the sum of $25 per month.

Done in open Court this 19th day of May, A.D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of JACOB FINLEY JONES, plaintiff, versus INEZ FAYE JONES, defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 19th day of May, A.D., 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

6491 COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

MAY 19 1949

ELSIE M. PETERS,
Plaintiff,
vs.
R. A. PETERS,
Defendant.

No. 14354 Albeita Platt

DECREE

This cause having regularly come on to be heard before the undersigned judge of the above entitled court at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and through Clay V. Spear, his attorney; defendant having been duly served and appearing through J. Ward Arney, his attorney, by demurrer, and the demurrer having been submitted and overruled and the defendant declining to further plead and waiving notice of time and place of hearing on the complaint and being in default and the requisite non-military service affidavit being on file herein, and competent and corroborative oral and documentary evidence substantiating the allegations of the complaint having been offered and received and the court being fully advised in the premises, and written findings of fact and conclusions of law being waived under Section 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. Defendant is in default herein, as shown by the records and files herein.

3. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of mental cruelty.

ENTERED at Coeur d'Alene, Kootenai County, Idaho this 19th day of May, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 19th day of May, 1949.

Jas A Foster
Clerk

By_____
Deputy

14517

COPY

6492

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

ELSIE WAGNER,

Plaintiff,

vs.

JAMES WAGNER,

Defendant.

No. _____

DECREE Sue Langford

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Plaintiff is restored to her former name of Elsie Nesbitt.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 20th day of May, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

6493

BARBARA WIKUM, (No. Alberta Platt
Plaintiff,
vs.) DECREE
ORVILLE WIKUM,
Defendant. (

14327

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The custody of Michael Ole, born August 13, 1948, is hereby vested in plaintiff and, during the minority or dependency of the child, the defendant shall contribute the sum of $50.00 per month toward the support, maintenance and/or education of said child.

(5). Plaintiff is hereby awarded, as her sole and separate property, the bedroom set and refrigerator.

(6). Defendant is hereby awarded, as his sole and separate property, the radio.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 23rd day of May, 1949.

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

JAMES S. BURKE, Plaintiff,

vs.

ELLEN BURKE, Defendant.

DECREE OF DIVORCE

14202

This cause came regularly on for hearing this day before the undersigned Judge of the above entitled Court, defendant having been duly and regularly served with process herein, and having failed to appear, plead, answer or demur to the complaint of plaintiff, within the time provided by law, or at all, and the default of said defendant for such failure to appear, plead answer or demur having been duly and regularly entered herein, plaintiff appearing in person and by his attorneys, McFarland & McFarland, and no one for defendant, whereupon witnesses were sworn and testified, and documentary evidence introduced on behalf of plaintiff, and I, the Judge of said Court, having made and entered herein my Findings of Fact and Conclusions of Law in favor of plaintiff and against defendant,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby set aside, and plaintiff, James S. Burke, be, and he is hereby granted an absolute divorce from the defendant, Ellen Burke.

Dated this 27th day of May, 1949.

O. C. Wilson
Judge of the District Court

6495

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

MAY 27 1949

Alletta Platt

ADAM L. BAFUS,
Plaintiff/cross-defendant,
vs.
GERTRUDE BAFUS,
Defendant/cross-complainant.

No. _____

DECREE

14021

This cause having regularly been heard before the undersigned judge of the above entitled court in the courtroom at Coeur d'-Alene, Kootenai County, Idaho on the date hereof, defendant/cross-complainant appearing in person and with Clay V. Spear, attorney therefor, plaintiff/cross-defendant appearing through Harry H. Kinsey, his attorney, by demurrer, and the demurrer having been submitted without argument and overruled and the plaintiff/cross-defendant declining to further plead and waiving notice of time and place of hearing on the cross-complaint, and the default of plaintiff/cross-defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the cross-complaint and written findings of fact and conclusions of law being waived under Sec. 10-304 Idaho Code 1947; now, therefore,

IT IS FOUND, CONCLUDED AND DECREED that:

(1). Plaintiff/cross-defendant is in default herein, as shown by the records herein.

(2). The marriage contract between the parties hereto is hereby dissolved and an absolute divorce is hereby granted to the

defendant/cross-complainant on the grounds of grievous mental cruelty.

(3). The property settlement between the parties hereto is hereby approved and confirmed and the plaintiff/cross-defendant is hereby ordered to pay the defendant/cross-complainant the sum of $1,211.60 thereunder.

(4). The following described property:

> Lot Seven (7), Block One (1), Linda Vista Park Addition to the Town of Coeur d'Alene, Kootenai County, Idaho, together with all improvements thereon and incidents thereto,

has been, now remains, and is hereby awarded to plaintiff/cross-defendant as, his sole and separate property, free from any claim, right, title or interest therein, community or otherwise, of the defendant/cross-complainant.

(5). The residential property located at 1402 Seventh Street, Coeur d'Alene, Idaho, and more particularly described as follows:

> Lots Five (5) and Six (6), Block Forty-seven (47), Simm's Addition to the Town of Coeur d'Alene, Kootenai County, Idaho, together with all improvements thereon and incidents thereto,

has been, now remains, and is hereby awarded to defendant/cross-complainant as, her sole and separate property, free from any claim, right, title or interest therein, community or otherwise, of the plaintiff/cross-defendant.

(6). The defendant/cross-complainant is hereby restored her former name, i. e., Gertrude Scheller.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 27th day of May, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original decree of divorce in the case of Adam L. Bafus, plaintiff, vs. Gertrude Bafus, defendant, now on file in my office in the above entitled action.

Witness my hand and the seal of said court on this 27th day of May, 1949.

Jas. A. Foster
Clerk

By Alberta Platt
Deputy

6496

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI.

Juanita Platt

13406

NELSON HENNINGER,)

Plaintiff,

vs. (DECREE

ELEANOR PATRICIA HENNINGER,

Defendant.)

This matter having come on regularly for hearing before the undersigned Judge of the above entitled Court, on the 24 day of May, 1949, plaintiff appearing in person and by his attorney of record, and the defendant having been personally served with a true and correct copy of the complaint and summons and her default having been duly and regularly entered and filed herein, and the plaintiff being duly sworn and examined, testified on behalf of himself in support of the allegations of his testimony in connection with his residence, and the Court having heard and considered all of the evidence introduced and being duly and fully advised in the premises, and having made its Findings of Fact and Conclusions of Law herein,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree, that the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby dissolved and set aside, and the plaintiff is hereby granted an absolute decree of divorce upon the ground of Extreme Cruelty, from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant's maiden name of Eleanor Patricia Scanlon be and the same is hereby restored to her.

Done in open Court this 24 day of May, 1949.

O. C. Wilson
District Judge

ATTEST my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By _____
Deputy

STATE OF IDAHO)
) ss.
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original decree of divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 24 day of May, 1949.

_____
Clerk

By _____
Deputy

COPY

6497

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

MAY 24 1949

RUTH SCHURMAN, (No. _____

Plaintiff,

vs.) DECREE

CHARLES M. SCHURMAN,

Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The custody of Sherry Ada, aged about 2 1/2, is hereby vested in plaintiff.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 24th day of May, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

****

NAOMI ON TAI	)	14324
Plaintiff,	)	
vs.	)	DECREE OF DIVORCE
LAN ON TAI	)	
Defendant,	)	

MAY 24 1949

****

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 24th day of May 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by her attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Naomi On Tai plaintiff and Lan On Tai defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that plaintiff be restored her former name of Naomi Orvis.

Dated at Coeur d'Alene, this 24th day of May 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Naomi on Tai vs. Lan On Tai now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 24th day of May 1949.

Jas. A. Foster
Clerk

By
Deputy

4

6499

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI 14331

HELEN STEELE, :
Plaintiff, : MAY 25 1949
vs. : DECREE
FRED STEELE, :
Defendant. :

This matter having come on regularly to be heard this 25th day of May, 1949, before the undersigned District Judge, the plaintiff appearing in person and being represented by her attorney, Wm. S. Hawkins, and the defendant not appearing either in person or by counsel, the defendant having admitted and acknowledged service of a true and correct copy of the Complaint and Summons herein on May 16th, 1949, and his acceptance of service being on file in the above entitled Court, and having filed herein his answer and waiver of notice of time and place of hearing said action on its merits, and the plaintiff and her witness having been duly and regularly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted as to the residence of said plaintiff, the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the ground of Extreme Cruelty dissolving the bonds of matrimony existing between the plaintiff and defendant.

NOW, THEREFORE, on motion of Wm. S. Hawkins, attorney for the plaintiff,

IT IS BY THIS COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, HELEN STEELE, and the defendant FRED STEELE, be, and the same are hereby vacated, dissolved and set aside upon the ground of Extreme Cruelty.

Done in open Court this 25th day of May, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 25 day of May, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

14320

6500

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

VELVA ANN HUNT,

Plaintiff,

vs.

FLOYD R. HUNT,

Defendant.

DECREE

Sara Langford

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her Attorney, E. T. Knudson, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service within the State of Idaho, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and that

Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of E. T. Knudson, Attorney for the Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, VELVA ANN HUNT, and the Defendant, FLOYD R. HUNT, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Plaintiff, VELVA ANN HUNT, is hereby awarded the care, custody and control of the minor child, DELBERT FLOYD HUNT.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant pay to the Plaintiff, for the maintenance and support of the minor son, DELBERT FLOYD HUNT, the sum of Twenty Five ($25.00) Dollars per month hereafter, said monthly payments to continue until the said minor child shall have attained the age of majority or shall sooner become self-sustaining.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant pay to the Plaintiff as and for Attorneys fees herein the sum of One Hundred ($100.00) Dollars.

Done in open Court this 26 day of May, A. D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: Sue Langford
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District, of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of VELVA ANN HUNT, Plaintiff, versus FLOYD R. HUNT, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the _____day of May, A. D., 1949.

JAS. A. FOSTER
Clerk

By: Sue Langford
Deputy

6501

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

GERALDINE M. GAIDRICH,

Plaintiff,

-vs-

JOSEPH GAIDRICH,

Defendant.

DECREE OF DIVORCE

14322

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, before the Honorable O. C. Wilson, one of the Judges of said Court on the 26 day of May, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after receipt of summons, and acknowledgment thereof in writing; and defendant's default having been entered by order of the Court; the plaintiff appearing in person, and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Geraldine M. Gaidrich, and defendant, Joseph Gaidrich, be and the same are hereby set aside and held for naught, and plaintiff, Geraldine M. Gaidrich, is granted a decree of absolute divorce from defendant, Joseph Gaidrich, on the ground of mental suffering, amounting to extreme cruelty; it is further ordered and decreed that plaintiff's maiden name, Geraldine M. Miller shall be and hereby is restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 26 day of May, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)
County of Kootenai.) ss

I, Jas. A. Foster, Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.
WITNESS my hand and the seal of said Court this 26 day of May, 1949.

(Seal)

Clerk

By _____
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

6502

NINA DEXTER, (No.

Plaintiff,

vs.) DECREE

ALVIN DEXTER,

Defendant. (

14043

The defendant in this case having appeared by demurrer and motion to change venue through his attorneys of record, Messrs. Huff & Huff of Moscow, Latah County, Idaho; the motion for change of venue having been granted, the case was transferred to the Second Judicial District, Latah County, Idaho, by order of this Court; thereafter, the said attorneys for the defendant withdrew and gave formal and due notice thereof; the plaintiff thereupon gave the defendant personal notice, directing defendant to appoint a new attorney and have the latter appear in this case, which the defendant failed to do; thereafter, and on April 28, 1949, the defendant was duly and personally served with the alias summons herein at Bismarck, North Dakota; upon due application of the plaintiff, the order was duly entered, transferring the case from Latah County to the above entitled District Court to meet convenience of witnesses; it appearing, from the records and files herein and the proofs adduced at 10:00 A.M. hearing on the date hereof, that the plaintiff appeared in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304 I.C.A.; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The care, custody and control of Joyce, 6, and Karen, 5, the two minor children of the parties, is hereby vested in plaintiff.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 31st day of May, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

6503

14368

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

MAY 31 1949

Sue Langford

DORRY O'LEARY, :
Plaintiff, :
vs. : DECREE
JOHN J. O'LEARY, :
Defendant. :

This matter having come on regularly to be heard this 31st day of May, 1949, before the undersigned District JUDGE, the plaintiff appearing in person and being represented by her attorney, Wm. S. Hawkins, and the defendant not appearing either in person or by counsel, the defendant having admitted and acknowledged service of a true and correct copy of the Complaint and Summons herein on May 30, 1949, and his acceptance of service being on file in the above entitled Court, and having filed herein his answer and waiver of notice of time and place of hearing said action on its merits, and the plaintiff and her witness having been duly and regularly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted as to the residence of said plaintiff, the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the ground of Extreme Cruelty, dissolving the bonds of matrimony existing between the plaintiff and defendant.

NOW, THEREFORE, on motion of Wm. S. Hawkins, attorney for the plaintiff,

IT IS BY THIS COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, DORRY O'LEARY and the defendant JOHN J. O'LEARY, be, and the same are hereby vacated, dissolved and set aside upon the ground of Extreme Cruelty.

Done in open Court this 31st day of May, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 31st day of May, 1949.

_____
Clerk

By: _____
Deputy

6504

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

CHARLES T. O'HERN,

Plaintiff,

-vs-

LILLIAN B. O'HERN,

Defendant.

No. 7390

Filed May 13 1949

at 2:10 o'clock P. M.

BESSIE BABCOCK, Clerk

By Rose Blanchard Deputy Clerk

D E C R E E

The above entitled cause came on regularly for hearing before the above entitled Court on this 2nd day of May, 1949, the plaintiff, Charles T. O'Hern, being present in person and by his attorneys of record, Estes & Felton. The defendant having been duly and regularly served with summons herein, and having failed to appear of record or in person, and her default for such failure having been duly and regularly entered, the Court received evidence relative to the allegations of the complaint herein, and being fully advised in the premises;

NOW, THEREFORE, it is hereby ordered, adjudged and decreed, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between Charles T. O'Hern and Lillian B. O'Hern be, and the same hereby are, dissolved and the plaintiff is awarded an absolute decree of divorce.

DATED this 11th day of May, 1949.

A. L. MORGAN
Judge

STATE OF IDAHO,)
COUNTY OF LATAH,) ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Moscow, Idaho, this 13 day of May 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

6505

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

STEVE EDWARD HERRMANN,

Plaintiff,

-vs-

ALLIE MAY HERRMANN,

Defendant.

No. 7419

Filed May 13 1949

at 2 o'clock P. M.

BESSIE BABCOCK, Clerk

By Rose Blanchard Deputy Clerk

D E C R E E

The above entitled cause came on regularly for hearing before the above entitled Court on this 6th day of May, 1949, the plaintiff, Steve Edward Herrmann, being present in person and by his attorneys of record, Estes & Felton. The defendant having been duly and regularly served with summons herein, and having failed to appear of record or in person, and her default for such failure having been duly and regularly entered, the Court received evidence relative to the allegations of the complaint herein, and being fully advised in the premises;

NOW, THEREFORE, it is hereby ordered, adjudged and decreed, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between Steve Edward Herrmann and Allie May Herrmann be, and the same hereby are, dissolved and the plaintiff is awarded an absolute decree of divorce.

DATED this 11th day of May, 1949.

A. L. MORGAN
Judge

STATE OF IDAHO,)
COUNTY OF LATAH) SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Moscow, Idaho, this 13 day of May 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEWIS.

1434
FILED
2 P

GREETA COLLINS,

Plaintiff,

-vs-

JAMES E. COLLINS,

Defendant.

JUDGMENT AND DECREE.

This cause came on regularly for hearing at Chamber Session of the above entitled court, at Lewiston, Idaho, on this the 26 day of March, 1949, before Hon. Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and with her attorney of record, G. C. Pennell, and the defendant having been duly and regularly served personally in the State of Idaho, with summons herein issued together with a copy of the complaint herein filed, as required by law , and the defendant having failed to appear herein and plead to plaintiff's complaint within the time specified in said summons, or at all, and the necessary affidavit having been made and filed herein showing that the said defendant is not in the Military Service of the United States, as defined by the Soldier's and Sailor's Civil Relief Act, and the default of the said defendant having been duly and regularly entered herein, and certain proof and evidence having been adduced herein upon behalf of said plaintiff free and clear from all legal exemptions, exceptions and objections as to competency and admissibility as well as sufficiency, and the Court being now fully advised in these premises now finds and decrees as follows:

THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that all of the material allegations contained in plaintiff's complaint herein filed are true and correct and are fully sustained by the evidence and proofs, and that all and singular the law and the premises being fully understood and considered, IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now existing between said plaintiff and defendant, be and the same are hereby forever dissolved and that they and each of them be and they are hereby forever freed and released from each and every obligation existing by teason of their said marriage and the

G. C. PENNELL
ATTORNEY AT LAW
NEZPERCE, IDAHO

bonds of matrimony, and that the sole care, custody and control of their minor children born as issue of their said marriage, to-wit; Fred William Collins, a son, age 11 years and James O. Collins, a son age 4, be and the same is hereby awarded to the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said defendant is found guilty of extreme cruelty toward said plaintiff, and that the plaintiff is therefor awarded as her sole and separate property all of the household goods, furniture and fixtures belonging to them, and situate in the house on Lot 11 of Block 47 of the Village of Nezperce, Lewis County, Idaho, and that she be and is hereby also awarded any equity in the above described real property above the liens and mortgage thereon.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said defendant, be and he is hereby ordered and required to pay to the said plaintiff for the maintenance and support of the said minor children, until they reach the age of 18 years, the sum of $75 00 /100, per month, said monthly payments beginning with the first day of April, 1949, and plaintiff is hereby given judgment against said defendant therefor.

Done at Chamber Session of the above entitled court at Lewiston, Idaho, this the 26 day of March, 1949.

STATE OF IDAHO)
: SS.
County of Lewis)

LEO McCARTY
District Judge

I hereby certify the above and foregoing is a full, true and complete copy of the original now on file in said Action #1434.

Clerk District Court
Lewis County, Idaho.

G. C. PENNELL
ATTORNEY AT LAW
NEZPERCE, IDAHO

6507

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEWIS

IDA M. SCOTT, Plaintiff, -- vs -- CARL SCOTT, Defendant.	:	DECREE

NO. 1446
FILED
AT 10 O'CLOCK A M.
MAY 10 1949
W. F. Emerson
Clerk of the District Court
By _____ DEPUTY

In the above entitled cause the defendant having been duly and regularly served with summons, and the time for answering having expired, and no answer, demurrer, or other appearance having been made by or on behalf of said defendant, and the default of said defendant having been duly and regularly entered, and the said matter comming on to be heard before this Court, and the plaintiff having introduced evidence, and the Court being fully advised, and it appearing from the evidence that the allegations of plaintiff's complaint are true and correct, and the Court finds said allegations are true and correct.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this does order and decree that the marriage between plaintiff, Ida M. Scott and the defendant, Carl Scott be dissolved, and the same is hereby dissolved, and the said parties and each of them is freed and absolutely released from the bonds of matrimony, and all the obligations thereof.

And it is ORDERED, ADJUDGED AND DECREED, that the custody of the children of said marriage, to-wit: Melvin Scott, Solon Scott, Wilbur Scott, Dean Scott, Phyllis Jean Scott, Florence Scott and Donald Scott be, and the same is hereby adwarded to the plaintiff.

Done in Chambers this 10th day of May, 1949.

LEO McCARTY
District Judge.

Recorded in Vol. 4 Page 491
Docketed in Vol. 1 Page 281

State of Idaho; County of Lewis, SS.
I hereby certify the above and foregoing is a full, true, and complete copy of the original now on file in said action #1446

W. F. Emerson
Clerk of District Court,
Lewis County, Idaho.

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEWIS

No. 1451

FILED

1 O'CLOCK P M.

MAY 31 1949

W. R. Emerson.

Clerk of the District Court

DEPUTY

EFFIE LEE ZOLBER,

Plaintiff,

— vs —

JAMES M. ZOLBER,

Defendant.

DECREE

The above entitled cause came on duly and regularly for trial in open court without a jury on the 26th day of May, 1949, before the Honorable Leo McCarty, Judge of the above entitled Court. The plaintiff appeared in person and by her attorney John R. Kemper, and no person or persons appeared for or on behalf of the defendant, James M. Zolber, It appeared to the Court that the defendant, James M. Zolber, was duly and regularly and personally served with process of summons and complaint in the Village of Craigmont, Lewis County, Idaho, May, 7, 1949, and that said defendant has failed to demur, answer or otherwise plead within the time provided by law. That the said defendant having been in default and his default having been duly and regularly entered herein, and it appearing to the Court upon reading and filing the affidavit of Effie Lee Zolber, the plaintiff in the above entitled action, which said affidavit is filed herein pursuant to the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940 and supplemental acts thereto, that the defendant James M. Zolber,, is not now in the military service of the United States of America, in accordance with the terms of said Act; and that this cause having been duly and regularly set for trial, and evidence oral and documentary submitted, and the cause having been fully submitted to the Court, and the Court having duly considered the same and being fully advised in the premises, and it appearing for the evidance that the allegations of plaintiffs complaint are true and correct, and the Court finds said allegations are true and correct.

Vol. 3 - 163
1 281

NOW, THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

(a) That the marriage of the plaintiff, Effie Lee Zolber, and the defendant, James M. Zolber, be and the same is hereby dissolved and the plaintiff, Effie Lee Zolber, is hereby granted an absolute decree of divorce from the defendant, James M. Zolber, and each of the parties are after the entry of this decree restored to the status of a single person.

(b) That the absolute care, custody and control of the minor child of the parties, to-wit: Dustin Lee Zolber, be and the same is hereby awarded to the plaintiff, Effie Lee Zolber, with the privilege hereby granted to the defendant of visiting the child at all reasonable times and places.

(c) That the parties have previously entered into a property settlement disposing of all the community property of said marriage a copy of which is hereby attached, which said property settlement is hereby approved and by this reference made a part hereof.

Dated and signed this 28th day of May, 1949.

Leo MaCarty
District Judge

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of May, 1949, by and between JAMES ZOLBER, first party, and EFFIE LEE ZOLBER, second party.

WITNESSETH: That --

WHEREAS, the parties hereto are husband and wife, and whereas, divers disputes and irreconcilable differences have arisen between them, which render it impossible for them to live together as husband and wife;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: that in consideration of the mutual promises, agreements and covenants herein contained, it is convenant, agreed and promised by each party hereto to and with the other party as follows, viz:

That, except as hereinafter provided, each party hereto is hereby released and absolved from any and all obligations and liabilities for the future acts and duties of the other, and that each of said parties hereby releases the other party from any and all liabilities, debts or obligations of any kind or character incurred by the other from and after the date of this agreement, and from any and all claims and demands, including all claims of either party upon the other for support or maintenance as wife or husband, or otherwise, it being understood that this instrument and agreement is intended to settle the rights of the parties hereto in all respects.

That any and all property hereafter acquired by either party to this agreement shall at all times be and remain the sole and separate property and estate of the party so acquiring the same, free from any claims of community interest or other claim of any kind whatsoever by or on behalf of the other party to this agreement.

That the said parties hereto do hereby each waive any and all right to any interest or share in or to the estate of the other party left at his or her death, and hereby quit claims any and all right to share in the estate of the other by the laws of succession, homestead or otherwise, or at all, and said parties hereby release each to the other any and all rights to administer upon the estate of the other, and hereby releases and waives all right to inherit under any will of the other, or by right of descent, and hereby waives any and all right of homestead and any and all interest in the estate of the other for family allowance, or by any other method or line of inheritance from and after the date of this agreement; that any and all responsibility, duty or obligation of either party hereto to furnish support and maintenance to the other has been and is hereby fully and completely discharged and terminated.

That each party hereto shall hereafter keep the other party harmless from any and all debts or obligations hereafter contracted by either of the parties hereto.

That second party does hereby accept the provisions herein made for her in full satisfaction of her rights, interests and claims in and to the community property of the parties to this agreement, and in full satisfaction of her right to support and maintenance.

That first party shall assign, transfer and deliver unto second party that certain 1949 Ford Custom Sedan, bearing Idaho Title No. 608 633; said automobile is now subject to a chattel mortgage or other lien held by First Security Bank of Idaho, Craigmont Branch, and first party further agrees to fully pay and discharge the balance due on said lien promptly upon the execution of this agreement.

That first party shall have as his sole and separate property, the following described real property situate in Lewis County, Idaho, and particularly described as follows, to-wit:

> Lot Six (6), Seven (7) and Eight (8) of Block Thirty-five (35) of the Town of Vollmer, now Village of Craigmont, Idaho, according to the recorded plat thereof.
>
> Together with all other community property of the parties to this action, subject to indebtedness existing against the same.

That second party shall have the sole custody, care, control and management of the minor child of said parties, except that first party shall have the right to see and visit said minor child and to have said minor child visit him at reasonable and proper times and under reasonable and proper conditions; neither of said parties hereto shall attempt in any manner to influence said child unfavorably to the other party, and neither of the parties hereto shall at any time consent to the adoption of said child by any third person without actual notice to the other party.

That first party shall pay to second party the sum of Thirty-five ($35.00) Dollars per month for the support and maintenance of said minor child during the time said minor child is actually maintained by second party in the State of Idaho and there cared for personally by second party, and in this connection, it is expressly understood and agreed that in event second party should move said child from the State of Idaho, that, then, and in such event, and during the whole of the period that said child is maintained elsewhere then in the State of Idaho, second party shall, and she does hereby assume full responsibility for the care, support and maintenance of said minor child and the whole cost thereof, and first party is hereby expressly released

from any obligation to pay for the support of said child during the time said child is maintained outside the State of Idaho; it is further hereby agreed, that in event second party shall elect herself to leave the State of Idaho, but shall elect to leave said child within the State of Idaho, that, then, and in any such event, the care, custody and control of said minor child shall be placed with first party during any such absence of second party. The payments above provided for the support of said child shall be made on the 10th day of each and every month, the first payment to be so made on the 10th day of June, 1949, and said payments to continue, subject to the conditions hereinabove expressed.

That in event either of the parties to this agreement should at any time hereafter institute an action for a divorce from the other, the parties so instituting such action hereby contracts and agrees to submit this property settlement agreement to the court having jurisdiction of said action, and directing its approval to such court, and to cause the same to be incorporated in a decree of divorce which may be entered in any such action, it being specifically agreed between the parties hereto, that each party shall pay his or her own costs in any such action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year hereinabove first written.

/s/ James Zolber (SEAL)

/s/ Effie L ee Zolber (SEAL

STATE OF IDAHO)

(ss

COUNTY OF LEWIS)

On this 27th day of May, 1949, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared JAMES ZOLBER, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

/s/ Thomas A. Madden
Notary Public in and for the State of Idaho, residing at Lewiston, therein.

STATE OF IDAHO)

(ss

COUNTY OF LEWIS)

On this 27th day of May, 1949, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared EFFIE LEE ZOLBER, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

/s/ John R. Kemper
Notary Public in and for the State of Idaho, residing at Nezperce, therein.

STATE OF IDAHO)
: SS.
County of Lewis)

I, W. R. Emerson, Clerk of District Court, hereby certify the above and foregoing is a correct copy of the original now in file in said Action #1451, Lewis County, Idaho.

W. R. Emerson, Clerk of District Court.

2711

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

REBECCA BOTT,
Plaintiff,
vs.
FORREST L. BOTT,
Defendant.

DECREE OF DIVROCE

The above entitled cause came on regularly to be heard and tried by the court on the 13th day of May, 1949, the plaintiff appearing in person and by her attorney, Mary Smith of Rexburg, Idaho, and the defendant not appearing either in person or by attorney, and it appearing tothe court that the plaintiff and defendant have entered into a stipulation wherein and whereby the defendant admits service of summons and complaint in this action, subjects himself to the jurisdiction of this court, and consents that this cause may be tried and final judgment rendered herein either in term time, or in vacation at chambers, without notice to him, and waives the making of findings of fact and conclusions of law;

That said stipulation further provides that the plaintiff and defendant have made a property settlement and that such settlement shall be final between them as to a determination of their property rights; and

It appearing that the plaintiff has been a resident of the State of Idaho for more than six full weeks prior to the commencement of this action, and that the defendant has been guilty of extreme cruelty toward plaintiff, and that all the allegations and avertments in plaintiff's complaint are true,

NOW, THEREFORE, on motion of plaintiff's attorney, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between plaintiff, Rebecca Bott, and defendant, Forrest L. Bott, be and the same is forever dissolved, set aside and held for naught, and said plaintiff and

defendant, and each of them be, and they are hereby forever absolutely released from the obligations thereof, and each of them is restored to the status of a single person.

2. That said stipulation be and the same is hereby approved and allowed.

3. Plaintiff's name by which she was known prior to said marriage, namely, Rebecca Watson, is hereby restored to her.

Dated May 13, 1949.

Henry S. Martin
District Judge

v708

6510

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

SARAH MARIE ROTH, Plaintiff vs. ROBERT FREDERICK ROTH, Defendant.	SW DECREE OF DIVORCE

The above entitled cause came on regularly to be heard and tried by the Court on the 13th day of May, 1949, the plaintiff appearing in person and by her attorney, Mary Smith of Rexburg, Idaho, and the defendant not appearing either in person or by attorney, and it appearing to the court that the defendant was duly and regularly served with summons in the county of Fresno, California, and

It further appearing to the court that defendant has failed to appear and plead in this cause, and the time for answering having expired and no answer or demurrer having been entered herein, and the default of th defendant having been entered herein and it appearing that defendant is not now in the military service of the United States andwas not in the military service of the United States at the time this action was commenced, and

It further appearing that plaintiff has been a resident of the state of Idaho for more than six full weeks prior to the commencement of this action and that the minor children of plaintiff and defendant, Ray Lynn Roth and Robin Gail Roth, reside with her in Madison County, Idaho and that the defendant has been guilty of rextreme cruelty toward plaintiff, and that all the allegations and avertments in plaintiff's complaint are true,

Now,Therefore, on motion of plaintiff's attorney, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between plaintiff, Sarah Marie Roth, and the defendant, Robert Frederick Roth, be, and the same is forever dissolved, set asideand held for naught, and said plaintiff and defendant, and each of them be, and they are hereby forever absolutely released from the obligations thereof and each of them is restored to the status of a single person.

2. That plaintiff is hereby awarded the custody and control of the minor children, Ray Lynn Roth and Robin Gail Roth, and the defendant is hereby ordered and directed to pay to the plaintiff for the support and maintenance of said minor children the sum of $20.00 a month each, commencing May 15, 1949 and continuing thereafter on the 15th day of each and every month.

3. The community property consisting of Metropolitan Life Insurance Company Policy No. 20 042 666, insuring the life of Ray L. Roth, their son, and Metropolitan Life Insurance Company Policy No. 20 041 653 insuring the life of Marie L. Roth is hereby awarded to the plaintiff free and clear of all claims of the defendant and the beneficiaries of said policies may be changed as directed by the plaintiff.

4. Plaintiff is hereby awarded judgment against defendant for her attorney's fees in the sum of $100.00 and her costs of action in the sum of $16.40.

Dated May 13, 1949.

Henry S. Martin

District Judge

2705

6511

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MADISON

BETTY FLINT OTTESON,
Plaintiff,

vs.

CONNER P. OTTESON,
Defendant.

DECREE OF DIVORCE

This cause comming on regularly to be heard this I4th day of May, I949, at Chambers of said Court, at Idaho Falls, Bonneville County, Idaho before the Honorable Henry S. Martin, Judge of said court, the plaintiff appearing by T. Harold Lee, attorney, and the defendant not appearing either in person or by counsel, the said matter was finally heard and submitted to the Court, upon the plaintiff's verified Complaint, and the evidence submitted on behalf of the plaintiff by the following witnesses: Betty Flint Otteson and JoAnn Flint; from which it appears that all of the material allegations of the complaint are sustained by the testimony, free from all legal exceptions as to its competency, admissibility and sufficiency; that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in her complaint; that the plaintiff was a resident of the County of Jefferson, State of Idaho, at the time the suit was commenced and filed, and for a period of more than six full weeks immediately prior thereto; and the default of the defendant having heretofore been entered on motion of T. Harold Lee, counsel for the plaintiff;

It is ordered, adjudged, and decreed, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such cases made and provided, does order, adjudge and decree that the marriage between the plaintiff Betty Flint Otteson, and the defendant, Conner P. Otteson, be dissolved, and the same is hereby dissolved accordingly, and the said parties are and each of them is freed and absolutely released from the bonds of matrimony and all the obligations thereof.

It is further ordered, adjudged and decreed that the plaintiff, Betty Flint Otteson, be restored to the name of Betty Flint, which was her name prior to her marriage to the defendant.

Henry S. Martin
JUDGE OF THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO.

7766

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MADISON

ARCHIE B. BROWNING Plaintiff vs. CHERRIE BROWNING Defendant	DECREE OF DIVORCE

This cause having been heard on this 14th day of May, 1949, and upon the Complaint herein taken and upon the proofs taken here before this Court and from which it appears that all the material allegations of the Complaint are sustained by testimony free from all legal exceptions as to its compeyency, admissibility, and sufficiency, that said matter so alleged and proved is sufficient in the law to entitle the plaintiff to the relief prayed for in his Complaint. The Plaintiff, Archie B. Browning, appeared in person and testified on his own behalf together with T. Harold Lee, his counsel who corroberated the residence of the plaintiff, It appearing that the plaintiff was a resident of the County of Jefferson and State of Idaho at the time of commencing suit and had been a resident of the State of Idaho for a period of more than one year immediately preceeding the commencement of said suit, and a property settlement agreement having been made and entered into by the plaintiff and the defendant prior to the institution of this action, which property settlement agreement was incorporated into and made a part of the Compalint in this cause of action, and it appearing to this Court that said property settlement agreement is fair and equitable to both of the parties, on motion of T. Harold Lee, counsel for the plaintiff.

IT IS ORDERED, ADJUDGED AND DECREED, and this Court, by virtue of the power and authority therein vested and in pursuance of the statutes in such cases made and provided, does order, adjudge and decree that the marriage between the said plaintiff, Archie B. Browning, and the said defendant, Cherrie Browning, be dissolved and that the same is hereby dissolved

accordingly and the said parties are, and each of them is, free and absolutely released from the bonds of matrimony and all obligations thereof.

It is further ordered that the defendant, Cherrie Browning, be, and she is, hereby given the care, custody, control, and education of the minor children of the parties, namely, Sharon Lee, Rochelle Ann, and Susan Lyn, subject to the right of the plaintiff, Archie B. Browning, to visit said children at all reasonable times and places and that such right of reasonable visitation shall permit the plaintiff to take the children during the school vacation when the plaintiff has leave from the armed forces for a period not to exceed two weeks.

It is further ordered that the plaintiff shall pay to the defendant the sum of Two Hundred Dollars ($200.00) per month, commencing on the 1st day of May, 1949, and a like amount on the 1st day of each and every month thereafter, for the support and maintainance of the children of the parties hereto during the minority of said children. That such amounts shall be made from an allotment from his monthly pay check from the United States Army and that such allotment will be made payable to the defendant at her address at Spokane Eastern Bank, Spokane, Washington, or such other address as she may have from time to time; that in the event the plaintiff is released or chooses to leave the service of the United States Army, the sum to be paid for the support and maintainance of the children of the parties per month will be subject to the further order of this Court depending upon the circumstances of the parties hereto.

It is further ordered that the defendant is awarded as her sole and separate property and for her sole and separate use and benefit all the right, title and interest in and to all of the household goods and furniture belonging to the plaintiff and the defendant, wherever situate.

It is still further ordered that the plaintiff will make the three minor children of the plaintiff and defendant, to-wit: Sharon Lee, Rochelle Ann, and Susan Lyn, beneficiaries in the National Service Life Insurance policy in the amount of Ten Thousand Dollars ($10,000.00) and that he will keep in full force and effect without changing the beneficiaries until all of the children have reached the age of majority, and that the policy as is described will be forwarded to the defendant to be by her retained until all of the children have reached said age of majority at which time it will be returned to the plaintiff.

It is further ordered that there are community debts as follows, to-wit:

Western Homes	$350.00
Furniture, assorted places	$300.00
Furniture, Poulins	85.00
D,,. Kindshi for Susan	100.00
Mrs. J. C. Knott, loan	200.00
TOTAL	$ 1035.00

That the defendant will assume all said community debts as aforesaid and that these community debts shall be the sole and separate obligations of the defendant. That the plaintiff will pay to the defendant the summ of One Thousand Dollars in full settlement of these community debts as follows, to-wit, One Hundred Dollars ($100.00) per month commencing on the 1st day of May, 1949, and One Hundred Dollars ($100.00) monthly on the 1st day of each and every month thereafter until the whole sum of One Thousand Dollars ($1,000.00) has been paid, that all such payments of One Hundred Dollars ($100.00) shall be made to the defendant by sending such amounts to her at the Spokane Eastern Bank, Spokane, Washington, or such other address as she may have from time to time.

It is further ordered that all community obligations in whatever amount owed by the community in Washington, D.C. are the sole and separate obligation of the plaintiff. It is further ordered that the plaintiff pay the attorney's fees and costs in this action of both the plaintiff and the defendant.

It is further ordered that the plaintiff and the defendant are hereby released, each to the other, from any and all property claims, property obligations, and property demands now due or which may become due by reason of the marital relations heretofore existing between them except such as have by this Decree been established and that it is further ordered that any and all property hereinafter acquired by either of the parties shall be the sole and separate property of the one so acquiring the same and that any and all rights to the estate of the other left at the death of either the plaintiff or the defendant and the right to share in the estate of the other are released to the other, and that the right to be administrator, administratrix, executor or executrix of the estate of the other, the right to inherit and all right of homestead in the real property are hereby extinguished each to the other.

Dated this 14th day of May, 1949.

(SEAL)

Henry S. Martin
DISTRICT JUDGE

6513

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF
NEZ PERCE

10600

EVELYN TUTER, formerly
Evelyn Coffey,
Plaintiff,

-vs-

ERNEST E. TUTER,
Defendant.

FILED
10:00 o'clock A M
MAY - 2 1949
PAUL W. HYATT
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

_D_E_C_R_E_E_

This cause came on duly and regularly for hearing before the Honorable Leo McCarty, Judge of the above entitled Court at Lewiston, Idaho, on the 2nd day of May, 1949, the plaintiff appearing in person and with her counsel Paul W. Hyatt, and the defendant not appearing, and no one appearing for or on his behalf, all after the default of the defendant had been duly and regularly entered in the premises for his failure to demur or answer to plaintiff's Complaint, or in any way appear herein within the time allowed by law, after the defendant had been duly and regularly served with Summons and process in this action personally on the 7th day of April, 1949, and the necessary affidavit and order having been filed and entered herein in compliance with the Soldiers' and Sailors' Civil Relief Acts, and the Court finding that the allegations of the Complaint are true as therein alleged, and the Court hereby adopts the same as if here fully set forth and concluding that the plaintiff is entitled to a decree as therein prayed for.

NOW, THEREFORE, the following decree is made and entered by the Court:

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 11

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

(1) That the purported marriage of the plaintiff and defendant at Lewiston, Idaho on the 9th day of March, 1948 be and the same hereby is adjudged and declared to be wholly null and void from the beginning.

(2) That the custody of the infant child, Varna, be and the same hereby is awarded to the plaintiff.

DONE in open court this 2nd day of May, 1949.

LEO McCARTY
District Judge.

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 2nd day of May, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

L W. HYATT
ORNEY AT LAW
ERBER BUILDING
STON, IDAHO

6514

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

RETA M. GUNTER, Plaintiff,

-vs-

CHARLES H. GUNTER, Defendant.

No. 10594

FILED
at 10:30 O'CLOCK A M
MAY - 3 1949
PHILIP WEISGERBER
Clerk of the District Court
By G. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

This matter having come on regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and being represented by her attorney of record, Earle W. Morgan, and it appearing that the defendant was heretofore duly, regularly and personally served with process of Summons and copy of Summons and Complaint, and that more than 20 days have expired since the defendant was so served, and the time for such appearance by the defendant having expired by law, and the defendant being in default, and it appearing that the defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, nor an officer of the Public Health Service, detailed by proper authority for duty either with the Army or the Navy, nor on active duty with any branch of service above referred to, nor under training or education under the supervision of the United States preliminary to induction into military service, and the default of the defendant having been duly and regularly entered, and the plaintiff having adduced and submitted evidence substantiating the allegations of her Complaint, and the court being fully advised in the premises, and it appearing that all of the allegations of plaintiff's Complaint are true and supported by the evidence, and that a Decree

Entered Vol. ____ Page ____
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EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

should be entered herein granting the plaintiff the relief prayed for in her verified Complaint, NOW THEREFORE,

IT IS ORDERED, ADJUDGED, AND DECREED, that the plaintiff be and she hereby is granted an absolute divorce from the defendant on the ground of extreme cruelty, and that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same hereby are in all respects and forever dissolved, and that the plaintiff and defendant be and they hereby are restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the plaintiff be and she hereby is granted the care, possession, custoday and control of the minor son of plaintiff and defendant, namely, Delbert D. Gunter, and that the defendant pay to plaintiff for the support and maintenance of said Delbert D. Gunter the sum of $ 50.00 per month, the first payment to begin on the 1st day of June, 1949, said payments to continue until said child reaches the age of majority.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the plaintiff be and she hereby is awarded as her sole and separate property the following described personal property, to-wit:

27 head Hereford stock cattle,
37 hogs,
5 horses,
Cletrac tractor, and certain other farming equipment,
Dodge automobile,
Household furniture, furnishings, fixtures and equipment,
And any and all other personal property belonging to plaintiff and defendant, whether herein listed or not.

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

and an undivided one-half interest in and to the following described real property, situate in the County of Idaho, State of Idaho, to-wit:

> The North One-half of the Southeast Quarter (N½ SE¼), the the Southwest Quarter of the Southeast Quarter (SW¼ SE¼), and the Southeast Quarter of the Southwest Quarter (SE¼ SW¼), of Section Nineteen (19), Township Thirty-one (31), Range Five (5), East of the Boise Meridian.

and that the defendant does not have any right, title, interest, equity, claim or demand in or to the above described real and personal property, or any part thereof.

Dated this 3 day of May, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 3rd day of May, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

6515

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

MARY E. WENSTROM)
: 100907
Plaintiff)
:
-vs-) DECREE
:
HELMER A. WENSTROM)
:
Defendant)

FILED
AT 10:15 O'CLOCK A M
MAY 10 1949
PHILIP WEISGERBER
Clerk of the District Court
By G. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docket Vol. 10 Page 12

This matter coming on regularly for hearing in open court before the above entitled court this day, plaintiff appearing in person and by her counsel of record and the defendant failing to appear in person or otherwise, and it appearing that due and regular service of summons having been made upon the defendant and the time for answering having expired and no appearance having been made on behalf of the defendant and the default of the defendant having been duly and regularly entered, and that the defendant is not now in the services of the armed forces of the United States or any of its allies, and evidence having been adduced on behalf of the plaintiff and heard and considered by the Court and the Court finding that the allegations of plaintiff's complaint are true and that the defendant has been guilty of extreme cruelty of and toward the plaintiff, and the Court being fully advised in the premises and having made its Findings of Fact and Conclusions of Law and entered the same, now based thereon, enters judgment as follows:

IT IS ADJUDGED AND DECREED, that the plaintiff is now, and for more than one year prior to the filing of the complaint herein, was a bona fide resident of the State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be, and the same hereby are, forever dissolved, and that the plaintiff be, and she hereby is, awarded and granted an absolute divorce from the defendant on the grounds of extreme cruelty, and that plaintiff and defendant, and each of them, are hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of said minor children, David Wenstrom and Helmer Wenstrom, be and the same are hereby awarded to plaintiff, with the right of visitation by the defendant at reasonable times and places under reasonable circumstances, provided, however, that said defendant shall be entitled to his right of visitation of said children only when not in default in the payment of support money hereinafter provided.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant pay to the plaintiff for the support and maintenance of said minor children, David Wenstrom and Helmer Wenstrom, the sum of $60.00, per month commencing on the 1st day of June, 1949, and a like amount on the 1st day of each and every month thereafter until the future order of the court or until said children shall arrive at the age of 21 years.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following described real property, situate in Nez Perce County, Idaho, to-wit:

> Beginning at the stone monument at the center line intersection of Idaho and Eleventh Streets in the City of Lewiston, Nez Perce County, Idaho; thence northerly along the center line of Eleventh Street a distance of 30.00 feet to a point; thence westerly along the north line of Idaho Street a distance of 25.00 feet to a point, which point is 200.00 feet easterly along the north line of Idaho Street from the east line of the school house lot; thence northerly along the west line of Eleventh Street a distance of 103.00 feet to a point, which point is the True Point of Beginning;
> Thence continuing northerly along the west line of Eleventh Street a distance of 47.00 feet to the southeast corner of the parcel of land deeded to the C.O.D. Laundry, by Deed recorded in Book 142 of Deeds at page 299, records of Nez Perce County, Idaho; thence westerly along the south line of said parcel of land deeded to the C.O.D. Laundry a distance of 100.00 feet to a point; thence southerly and parallel with the west line of Eleventh Street a distance of 47.00 feet to a point; thence easterly and parallel with the south line of the tract deeded to the C.O.D. Laundry a distance of 100.00 feet to the point of beginning.

be, and the same is hereby awarded and set over to plaintiff as her sole and separate property, subject to the payment of the balance due on the purchase price therefor to Prudy D. Jungert, a widow, dated September 1, 1944, together with the household furniture and affects, the beauty shop equipment and all other personal property in the possession of plaintiff in which the defendant may have an interest.

DATED this 10th day of May, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 10th day of May, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

6516

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

JENNIE BEAUDRY, Plaintiff,

-vs-

CHESTER BEAUDRY, Defendant.

10526

FILED
10:30 O'CLOCK A M
MAY 10 1949
PHILIP W. SLOGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

This matter having come on regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and being represented by her attorney of record, Earle W. Morgan, and it appearing that the defendant heretofore having filed his Demurrer to plaintiff's Complaint, and that the same was thereafter duly and regularly brought on for hearing, and the said Demurrer having been by the court duly overruled, and the defendant having refused to further plead, and the defendant being in default, and it appearing that the defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, nor an officer of the Public Health Service, detailed by proper authority for duty either with the Army or the Navy, nor on active duty with any branch of service above referred to, nor under the supervision of the United States preliminary to induction into Military service, and the default of the defendant having been duly and regularly entered, and the plaintiff having adduced and submitted evidence substantiating the allegations of his Complaint, and the court being fully advised in the premises, and it appearing that all of the allegations of plaintiff's Complaint are true and supported by the evidence, and that a Decree should be entered

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EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

herein granting the plaintiff the relief prayed for in her verified Complaint, NOW THEREFORE,

IT IS ORDERED, ADJUDGED, AND DECREED, that the plaintiff be and she hereby is granted an absolute divorce from the defendant on the ground of extreme cruelty, and that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same hereby are in all respects and forever dissolved, and that the plaintiff and defendant be and they hereby are restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following described real property situate in the city of Lewiston, County of Nez Perce, State of Idaho to-wit:

> The South 115 feet of the West half of lot eight (8), Block "F" McAllister Addition to the city of Lewiston, Nez Perce County, Idaho

was owned and held by the plaintiff at and prior to her marriage to the defendant; and that the defendant has not at any time acquired any right or interest therein or thereto, and that the above described real property and the whole thereof is the sole and separate property of the plaintiff, including the rents, issues, profits and proceeds thereof and therefrom; and that the defendant does not have any right, title, interest, claim, equity or demand therein or thereto,

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that all household furniture, furnishings, fixtures and equipment including dishes, bedlinens and all contents of the house and garage situate upon the above described real property is the sole and separate property of the plaintiff, the same having been owned by her prior to her marriage to the defendant, except the following described property to-wit:

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

Electric Range,

Electric Refrigerator,

situate upon the above described real property, which electric range and electric refrigerator were the separate property of the defendant, but the defendant has transferred to plaintiff his interest therein; that all other property of every nature and description belonging to the parties has been divided between the parties by agreement, and all property of every nature now in the possession and under the control of the plaintiff is, pursuant to said agreement, the sole and separate property of the plaintiff, and all property of every nature and description in the possession or under the control of the defendant, is, by agreement by plaintiff and defendant, the sole and separate property of the defendant.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that plaintiff's former name of Jennie Schilling be and the same hereby is restored to her.

Dated this 10th day of May, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 10th day of May, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

X

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

JENNENE WRIGHT,

Plaintiff,

vs.

RICHARD MALCOLM WRIGHT,

Defendant.

No. 10603

FILED
AT 10:45 O'CLOCK A M
MAY 10 1949
PHILIP WEINGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 12

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty on the 10th day of May, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney and he having been regularly and duly served with Summons and Complaint in this cause within the State of Idaho on the 18th day of April, 1949, and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereto, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises makes the following Orders, Judgments and Decrees:

That the defendant was served with Summons and Complaint in this cause within the State of Idaho, at Moscow in Latah County,

on the 18th day of April, 1949.

That the allegations of the plaintiff's Complaint which are as follows, to-wit: 1. that the plaintiff and defendant were married at Moscow, Idaho, on March 30, 1948; 2. that the plaintiff is a resident of the State of Idaho; 3. that there were no children born the issue of said marriage; 4. that the plaintiff and defendant have acquired no community property since the time of said marriage; 5. that the defendant has been guilty of willful neglect and non-support; and 6. that the plaintiff's former name was Jennene Winger, are incorporated in this Decree as Findings of Fact and are found by the Court to be true as alleged in said Complaint.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of willful neglect and nnn-support.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Jennene Wright, and the defendant, Richard Malcolm Wright, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the plaintiff be, and she hereby is restored her former name, that of Jennene Winger.

DATED at Lewiston, Idaho, this 10th day of May, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 10th day of May, 1949.
PHILIP WEISGERBER, Clerk
By _____ Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

MARGUERITA HARTZEN,)

Plaintiff) No. 10614

-vs-) DECREE

FRED HARTZEN,)

Defendant)

FILED
AT 10 30 O'CLOCK A M
MAY 11 1949
PHILIP W. BERGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 12

This cause came on duly and regularly for hearing before the above entitled court on the 11th day of May, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, her attorneys of record herein, and it appearing that the defendant was duly and regularly served with process of summons herein on the 20th day of April, 1949, at Lewiston, Nez Perce County, Idaho, more than twenty (20) days prior to the date hereof; that no appearance has been made by or on behalf of said defendant; that more than twenty (20) days have elapsed since said service of process; that defendant is in default herein; that proof has been made herein establishing that the defendant is not now in the military service of the United States or in any related branch thereof, and the default of the defendant having been duly and regularly entered, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of plaintiff's complaint are true, and that the defendant, Fred Hartzen, has been guilty of habitual intemperance for more than one (1) year last past, and has been and is now guilty of extreme cruelty and personal indignities toward plaintiff rendering her life burdensome and causing her great physical and mental pain and anguish and that by reason thereof plaintiff is entitled to a

decree of divorce and to a decree awarding her the exclusive care, custody and control of the minor child of said parties, to-wit: a daughter, Ella Louise Hartzen.

NOW, THEREFORE, Premises Considered, the court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that the plaintiff, MARGUERITA HARTZEN, is now and for more than six (6) years prior to the filing of the complaint herein was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, MARGUERITA HARTZEN, and the defendant, FRED HARTZEN, be and the same are hereby dissolved and plaintiff is hereby granted an absolute decree of divorce from the defendant.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the exclusive care, custody and control of the minor child of the plaintiff and the defendant, to-wit: ELLA LOUISE HARTZEN, be and the same is hereby awarded to the plaintiff, MARGUERITA HARTZEN.

Done in open court this 11th day of May, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 11th day of May, 1949.

PHILIP WEISGERBER, Clerk
By _____ Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

MARY LOUISE CROSBY,

Plaintiff,

vs.

JAMES KENNETH CROSBY,

Defendant.

No. 10605

FILED
AT 11⁰⁰ O'CLOCK A M
MAY 18 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty on the 18th day of May, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant having been regularly and duly served with Summons and Complaint in this cause outside the State of Idaho at Camp LeJuene, North Carolina, pursuant to Affidavit and Order for service in a foreign jurisdiction, on the 25th day of April, 1949, and having regularly filed his Appearance in said cause waiving his rights under the Soldiers' and Sailors' Civil Relief Act of 1940 and all laws amendatory thereof, consented to the entry of his default by said court in said cause.

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The Court proceeded the hear the cause and witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following findings and decrees:

That the defendant accepted service of Summons and Complaint in this cause at Camp LeJuene, North Carolina, on the 25th day of April, 1949; and thereafter appeared in said action by an Admission of Service and Waiver of Appearance on the part of the defendant

and refused to plead to the plaintiff's Complaint and agreed that his default for failure to plead may be entered by the Court at any time without notice of any kind or nature in or concerning any of the proceedings in said cause; that twenty days have passed since the Acceptance of Service by the defendant, and therefore, the default of the defendant is ordered to be entered on the records of the Clerk of said Court.

That the allegations of the plaintiff's Complaint which are as follows, to-wit: 1, that the plaintiff and defendant were married at Rayville, Louisiana, on the 18th day of May, 1946; 2, that the plaintiff is a resident of the State of Idaho; 3, that the plaintiff and defendant have acquired no community property; 4, that there was one child, Robert Louis Crosby, born the issue of said marriage and that said child is now in the possession of the plaintiff and that she is a fit and proper person to have his care, custody, charge and control; and 5, that the defendant has been guilty of extreme cruelty; are incorporated in this Decree as Findings of Fact and are found by the Court to be true as alleged in said Complaint.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Mary Louise Crosby, and the defendant, James Kenneth

Crosby, be, and the same hereby are wholly and forever dissolved and the parties are released from eath other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the plaintiff, Mary Louise Crosby, be, and she hereby is awarded the care, custody, charge and control of the minor child of the parties, namely, Robert Louis Crosby; and the defendant, James Kenneth Crosby, is granted the right to visit said child at reasonable times and at reasonable places.

DATED at Lewiston, Idaho, this 18th day of May, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 18th day of May, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

VIRGINIA G. JACOBS,

Plaintiff,

vs.

JOHN P. JACOBS,

Defendant.

No. 10532

FILED
At 11:05 O'CLOCK A M
MAY 18 1949
PHILIP WEINGERISER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court before the Honorable Leo McCarty at Lewiston, Idaho, on the 18th day of May, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and he having been regularly and duly served with Summons and Complaint in this cause by publication pursuant to Affidavit and Order for service in a foreign jurisdiction or by publication; and said Summons having been published on the 23rd day of March, 1949, and on each succeeding Wednesday thereafter to and until the 27th day of April, 1949; and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all; and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises makes the following findings and decrees:

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Docketed Vol. 10 Page 124

That the defendant was duly and regularly served by publication in the Lewiston Morning Tribune, by publication of said Summons on March 23, March 30, April 6, April 13, April 20 and April 27, 1949, and by mailing of a copy of Summons and Complaint to his last known post office address, being that of Route 2, Rayville, Louisiana, within ten days of the first publication of said Summons, as shown herein by Affidavit of Mailing filed on behalf of the plaintiff.

That the allegations of the plaintiff's Complaint are as follows, to-wit: 1, that the plaintiff and defendant were married at Newton, Texas, on the 9th day of December, 1947; 2, that the plaintiff is a resident of the State of Idaho; 3, that the plaintiff and defendant have acquired no community property; 4, that one child, namely, Douglas Ray Jacobs, was born the issue of said marriage and is now in the custody of the plaintiff and that the plaintiff is a fit and proper person to be awarded the custody of said minor child; and that said allegations are incorporated in this Decree as Findings of Fact and are found by the Court to be true as alleged in said Complaint.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Virginia G. Jacobs, and the defendant, John P. Jacobs, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matri-

monial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the plaintiff, Virginia G. Jacobs, be, and she hereby is awarded the care, custody, charge and control of the minor child of the parties, namely, Douglas Ray Jacobs.

DATED at Lewiston, Idaho, this 18th day of May, 1949

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 18th day of May, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

BEVERLY BOLON,

Plaintiff,

vs.

JIM F. BOLON,

Defendant.

No. 10622

FILED
At 10:00 O'CLOCK A M
MAY 25 1949
PHILLIP W. GERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty on the 25th day of May, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and he having accepted service of Summons and Complaint in this cause within the State of Idaho, on the 28th day of April, 1949, and twenty days having expired since said acceptance and he having failed to appear, demur or answer within the time allowed by law, or at all; and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises makes the following findings and decrees:

That the defendant accepted service of Summons and Complaint in this cause within the State of Idaho at Lewiston, Nez

Entered Vol. ____ Page ____
Recorded Vol. 10 Page 12

Perce County, Idaho, on the 28th day of April, 1949.

That the allegations of the plaintiff's Complaint are as follows: to,wit: 1, that the plaintiff and defendant were married at Lewiston, Idaho, on the 1st day of May, 1942; 2, that the plaintiff is a bona fide resident of the State of Idaho; 3, that the plaintiff and defendant have acquired no community property; 4, that no children were born the issue of said marriage; and 5, that the defendant has been guilty of extreme cruelty; and said allegations are incorporated in this Decree as Findings of Fact and are found by the Court to be true as alleged in said Complaint.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Beverly Bolon, and the defendant, Jim F. Bolon, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

DATED at Lewiston, Idaho, this 25th day of May, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 25th day of May, 1949.
PHILIP WEISGERBER, Clerk
By C. Weber
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

GENEVIEVE LUKENBILL,

Plaintiff,

vs.

LELAND M. LUKENBILL,

Defendant.

No. 10619

FILED
AT 10:15 O'CLOCK A M
MAY 25 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty on the 25th day of May, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and he having been served with Summons and Complaint in this cause within the State of Idaho, on the 28th day of April, 1949, and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all; and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

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Docketed Vol. 10 Page 12

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises makes the following findings and decrees:

That the defendant was served with Summons and Complaint in this cause within the State of Idaho at Lewiston, Nez Perce

County, Idaho, on the 28th day of April, 1949.

That the allegations of the plaintiff's Complaint are as follows, to-wit: 1, that the plaintiff and defendant were married at Lewiston, Idaho, on the 5th day of April, 1942; 2, that the plaintiff is a bona fide resident of the State of Idaho; 3, that the plaintiff and defendant have acquired no community property since the time of said marriage; 4, that there was born the issue of said marriage one child, namely, Gary Lee Lukenbill, now in the custody of the plaintiff and that the plaintiff is a fit and proper person to have the care, custody, charge and control of said minor child; 5, that the defendant has been guilty of extreme cruelty; and 6, that the defendant is well able to provide support for the minor child of the parties and should contribute a reasonable sum for the care, maintenance and education of said minor child. That said allegations are incorporated in this Decree as Findings of Fact and are found by the Court to be true as alleged in said Complaint.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Genevieve Lukenbill, and the defendant, Leland M. Lukenbill, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an

absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Genevieve Lukenbill, be, and she hereby is awarded the care, custody, charge and control of the minor child of the parties, Gary Lee Lukenbill; that the defendant Leland M. Lukenbill, be, and he hereby is granted the right to visit said child at reasonable times and at reasonable places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, Leland M. Lukenbill, be, and he hereby is ordered to pay to the plaintiff the reasonable sum of 40^{a} per month for the support, education and maintenance of said minor child, said monthly payments to commence on the 1st day of June, 1949, and a like sum of 40^{m} each month thereafter on the 1st day of each and every month, until the further order of this Court.

DATED at Lewiston, Idaho, this 25th day of May, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears in file and of record in my office.
WITNESS my hand and official seal this 25th day of May, 1949.
PHILIP WEISGERBER, Clerk
By [illegible] Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF NEZ PERCE

10634

FILED
AT 10:15 O'CLOCK A M
MAY 27 1949
PHELPS WEBSTERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

IONE GRACE WELCH
Plaintiff

vs.

JOHN DAWSON ROBERT WELCH
Defendant

DECREE

The above entitled cause came on regularly for hearing in open court on the 27th day of May, 1949, before the Honorable Leo McCarty, Judge of the above entitled court. The plaintiff appeared in person and by her attorney, Russell S. Randall, and the defendant having appeared in said action in person and having refused to further plead, and the defendant being in default and the default of the defendant having been duly and regularly entered herein and the defendant having consented to the hearing of said cause without further notice to him and this cause having been duly and regularly set for trial and evidence oral and documentary submitted and the cause having been fully submitted to the court and the court having duly considered the same and it appearing to the court that all of the allegations in plaintiff's complaint are true,

NOW, THEREFORE, based thereon,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between plaintiff and defendant be and the same are hereby dissolved and that the plaintiff, IONE GRACE WELCH, is hereby granted an absolute decree

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Docketed Vol. 10 Page 122

of divorce from the defendant, JOHN DAWSON ROBERT WELCH, on the grounds of extreme mental cruelty, and said parties are, after the entry of this decree, each restored to the status of a single person.

Dated this 27th day of May, 1949.

LEO McCARTY

District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 27th day of May, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

I. R. SCOTT,)
Plaintiff,) No. 10615
-vs-) D E C R E E
BILLIE ANN SCOTT,)
Defendant.)

FILED
AT 10:30 O'CLOCK A M
MAY 27 1949
PHILIP W. GERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

This cause came on duly and regularly for hearing before the above entitled court on the 20th day of May, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, his attorneys of record herein, and it appearing that the defendant was duly and regularly served with process of summons herein on the 27th day of April, 1949, at Richland, Benton County, Washington, more than twenty (20) days prior to the date hereof, pursuant to order for service of summons outside the State duly and regularly made herein; that more than twenty (20) days has elapsed since the service of said process personally upon the said defendant; that the defendant appeared and filed a demurrer, and said demurrer having been overruled and the defendant having refused to further plead herein, and the default of the defendant having been duly and regularly entered by this court, and that said defendant is not now serving in the Armed Forces of the United States or any related branch thereof, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of plaintiff's complaint are true, and that the defendant, Billie Ann Scott, has been and is now guilty of extreme cruelty and personal indignities toward plaintiff rendering his life burdensome and causing him great physical and mental pain and anguish

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 12

and that by reason thereof plaintiff is entitled to a decree of divorce.

NOW, THEREFORE, Premises Considered, the Court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that the plaintiff, I. R. SCOTT, is now and for more than six (6) weeks prior to the filing of the complaint herein was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, I. R. SCOTT, and the defendant, BILLIE ANN SCOTT, be and the same are hereby dissolved and plaintiff is hereby granted an absolute decree of divorce from the defendant.

DONE in open court this 27th day of May, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears in file and of record in my office.
WITNESS my hand and official seal this 27th day of May, 1949.

PHILIP WEISGERBER, Clerk
By E. Block
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

VIVIAN DeVAULT,)
Plaintiff,) No. 10625
-vs-) DECREE
RAY DeVAULT,)
Defendant.)

FILED
AT 10:45 O'CLOCK A M
MAY 27 1949
PHILIP WEINGBERGER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

This cause came on duly and regularly for hearing before the above entitled court on the 27th day of May, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, her attorneys of record herein, and it appearing that the defendant was duly and regularly served with process of summons herein on the 5th day of May, 1949, at Deer Lodge, County of Powell, State of Montana, more than twenty (20) days prior to the date hereof, pursuant to order for service of summons outside the State duly and regularly made herein; that no appearance has been made by or on behalf of said defendant; that more than twenty (20) days have elapsed since said service of process; that defendant is in default herein; that proof has been made herein establishing that the defendant is not now in the military service of the United States or in any related branch thereof, and the default of the defendant having been duly and regularly entered, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of plaintiff's complaint are true, and that the defendant, Ray DeVault, has been guilty of the failure to support the plaintiff and his children hereinafter named during the last four (4) years, and that by reason thereof plaintiff is entitled to a

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Docketed Vol. 10 Page 12

decree awarding her the exclusive care, custody and control of the minor children of said parties, to-wit: Ray DeVault, Jr. and Robert Errol DeVault.

NOW, THEREFORE, Premises Considered, the court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that the plaintiff, VIVIAN DeVAULT, is now and for more than six (6) months prior to the filing of the complaint herein was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, VIVIAN DeVAULT, and the defendant, RAY DeVAULT, be and the same are hereby dissolved and plaintiff is hereby granted an absolute decree of divorce from the defendant.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the exclusive care, custody, and control of the minor children of the plaintiff and the defendant, to-wit: Ray DeVault, Jr. and Robert Errol DeVault, and each of them, be and the same is hereby awarded to the plaintiff, VIVIAN DeVAULT.

DONE in open court this 27th day of May, 1949.

Lee McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 27th day of May, 1949.

PHILIP WEISGERBER, Clerk

By E. M. Beck
Deputy

6526

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

KENNETH W. PETERSON, Plaintiff,

vs.

DONNA DALE PETERSON, Defendant.

NO. 10621 ✓

FILED
AT 10:45 O'CLOCK A M
MAY 28 1949
PHILIP W. GERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 12

D E C R E E

The above entitled action came on duly and regularly for hearing this 28 day of May, 1949, before the Honorable Leo McCarty, Judge of the above entitled Court. The plaintiff appeared in person and by his attorney, V. R. Clements of Lewiston, Idaho, and the defendant appeared by her guardian ad litem, Owen L. Knowlton, an attorney of this court. That said cause came on duly and regularly for hearing upon the complaint of the plaintiff and the answer of the defendant. Witnesses were called, sworn, and examined and oral and documentary evidence introduced, and the court having duly considered the same, and said cause having been submitted to the court and the court having made and entered its Findings of Fact and Conclusions of Law from which it has found that the plaintiff was and is entitled to judgment and decree in accordance with the prayer of his complaint.

NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage between the plaintiff, Kenneth W. Peterson, and the defendant, Donna Dale Peterson, performed in Lewiston, Idaho, March 5, 1949, be and the same is hereby declared to be wholly null and void as and from the 5th day of March, 1949, and the said parties are and each of them is freed from the obligations thereof, and they and each of them are hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there is no community property belonging to the parties and that the defendant is not entitled to any suit money, attorney's fees, support, maintenance, or alimony.

Dated and signed this 28 day of May, 1949.

Leo McCarty
Leo McCarty
District Judge

Decree

May 28th

By

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR ONEIDA COUNTY.

GLADYS GLEDHILL, Plaintiff.

vs.

ELWOOD GLEDHILL, Defendant.

DECREE.

This cause came on regularly to be heard before the undersigned judge of the above entitled court sitting at chambers at Pocatello, Bannock County, Idaho, on the 19th day of March, 1949, the said plaintiff appearing by and through her attorneys, Bistline & Bistline, and in person, and the defendant not being present or represented by counsel.

It appearing to the Court that the defendant has heretofore entered and filed his appearance in writing herein, and consented therein that this cause could be heard and tried at any time, without notice to him, and the court having set this time for hearing same;

WHEREUPON plaintiff and witness were duly sworn and examined and evidence introduced from which it appears that all the material allegations of plaintiff's complaint are true, and that the said matters so alleged and proved in behalf of plaintiff are sufficient to entitle her to the relief prayed for in said complaint, and the court being fully advised in the premises:

Now on motion of Bistline & Bistline, attorneys for plaintiff:

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between plaintiff, Gladys Gledhill, and the defendant, Elwood Gledhill, be and the same are hereby absolutely dissolved, and the parties freed from the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the custody of the minor child, Paul Gledhill, aged 17 years, be left to his choosing, and that while in the custody of plaintiff, that the defendant, be and he is hereby ordered to pay plaintiff for the care and maintenance of said minor child the sum of $45.00 per month, subject to the further order of the court upon application to modify the decree in this particular.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the community property of plaintiff and defendant be divided equally between the said plaintiff and defendant so that each the plaintiff and defendant shall have an undivided one-half interest therein as the separate property of each said plaintiff and defendant, and by this decree it is so adjudged.

Dated this 19th day of March, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO, }
COUNTY OF ONEIDA } ss.

6527

I, John H. McAllister, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for Oneida County, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of DECREE between GLADYS GLEDHILL, Plaintiff, and ELWOOD GLEDHILL, Defendant.

now on file in my office, as the same appears on record in Book No. "E" of Judgments at Page 160, Records of Oneida County, State of Idaho.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 21st day of March, 1949.

John H. McAllister
Clerk, Ex-Officio Recorder

By Clara Williams, Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ONEIDA.

6529

ELLA EDWARDS WILLIE, PLAINTIFF,
VS.
DALE H. WILLIE, DEFENDANT,

D E C R E E OF DIVORCE

This cause came on regularly for hearing this 5th day of May, 1949, before the Hon. L. E. Glennon, one of the Judges of the above entitled Court, in Chambers at Pocatello, Idaho; the plaintiff appearing in person and by her Attorney, Jno.W.Clark, of Malad, Oneida County, Idaho, and the defendant not appearing in person nor by counsel, upon the complaint of the plaintiff.

Evidence was offered and received on behalf of the plaintiff in support of the allegation of her said complaint, both oral and documentary, and the plaintiff rested. No evidence was offered or received for or in behalf of the said defendant, the default of defendant having been duly entered according to law, by the clerk of said court, dated May 4th, 1949.

Thereupon the Court examined the filed and records and proceedings in said cause and found that the defendant had been duly served according to law on the 10th day of April, 1949, by personel service, with summons and complaint. That the court had jurisdiction of this cause of action; that the time within which the defendant could appear and plead has expired, and that the defendant has failed to enter any appearance or plead to the complaint.

That thereupon the plaintiff was duly and regularly sworn according to law, and the plaintiff's corroborating wintess was also duly and regularly sworn according to law, and each testified in support of all the allegations of the plaintiff's complaint, and after hearing the testimony so offered and received, and after considering the same, and being fully advised in the premises, the Court finds that all of the allegations of the plaintiff's complaint are true and fully established by the evidence, and that from the evidence heard by this court and considered by this court, the court finds that the plaintiff is entitled to a divorce as prayed for in the complaint and for the relief therein sought.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Ella Edwards Willie, and the defendant, Dale H. Willie, be, and the same are, herby absolutely dissolved, and each of the parties is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the custody of said minor children, namely, Dale Rodney Willie, Fred Larry Willie, and Daniel LaMont Willie, be and they are hereby awarded to the plaintiff, EllaEdwards Willie.

That the defendant pay to the the plaintiff for the support and maintenance of the minor children the sum of $50.00 per month and the sum of $150.00 as a reasonable attorney's fee in this action and for all costs of suit in the sum of $16.40.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the following described property, to-wit:

Commencing at a point 135 rods 7.48 feet East and 55 rods 2.06 feet North of the Southwest corner of Section 22, Township 14 South, Range 36 East, Boise Meridian; Thence running East 10 rods; Thence South 15 rods; Thence West 10 rods; thence North 15 rods to the point of beginning.

Also commencing at the Southwest corner of the Northeast quarter of the Southwest quarter of Section 27, Township 14 South, Range 36 East, Boise Meridian; Thence running North 129.7 feet; Thence North 81°53' East 236.5 feet to the County Road; Thence South 18°46' East 173 feet; Thence West 288.4 feet, more or less to the point of beggining.

Also, commencing at the Southwest corner of the Northeast quarter of the Southwest quarter of Section 27, Township 14 South, Range 36 East, Boise Meridian; Thence running East 288.6 feet, more or less to the County Road; Thence South 20°10' East 141.9 feet; Thence South 86°31' West 337.4 feet to the point 154 feet South of place of beginning; Thence North 154 feet to the point of beginning.

########over

All household furniture heretofore owned by the parties hereto, including the following: Studio Couch, Living room set, two bed room sets, Kitchen Stove, heating stove, congoleum rugs, tables and chairs, and cooking utinsels and about 100 quarts of fruits;

One cow and one calf; One Old Plymouth 1935 Automobile, be, and the same is, hereby awarded to the plaintiff as her sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the following described property, to-wit:

That certain 1939 Chevrolet Truck. be,and the same is, hereby awarded to the defendant as his sole and separate property.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED That the said defendant, be, and he is hereby required to assume and pay all indebtedness community or other wise or the parties hereto up to the date of these presents.

Judgment rendered and entered this 5th day of May, 1949, in the Chambers of this court in Pocatello, Idaho.

L. E. Glennon
Judge of District Court 5th District.

Filed May 6, 1949
John H. McAllister, Clerk

STATE OF IDAHO,)
COUNTY OF ONEIDA) SS.

I, John H. McAllister, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for Oneida County, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of Divorce Decree between Ella Edwards Willie, Plaintiff, and Dale H. Willie, Defendant, now on file in my office, as the same appears on record in Book "E" of Judgments on page 161, Records of Oneida County, State of Idaho.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 6th day of May 1949.

John H. McAllister
Clerk, Ex-Officio Recorder

_____
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE

* * * * * * * * * * * * *

ELSIE M. GREGORY,

Plaintiff,

-vs-

EARL R. GREGORY,

Defendant.

DECREE OF DIVORCE Case No. 2256

District Court, Owyhee County, Idaho
Filed 5/17/49 10 o'clock am
Fee Hobbs
Clerk
By
Deputy

* * * * * * * * * * * * *

THE ABOVE MATTER Came regularly on to be heard before Honorable Chas. E. Winstead, District Judge of the above entitled Court, on April 22nd, 1949, the plaintiff appearing together with her attorney, Earl E. Garrity, and the defendant appearing by his counsel, Frank F. Kibler.

WHEREUPON, counsel stipulated that the cause might be heard in Chambers; that Findings of Fact and Conclusions of Law be waived; whereupon, the plaintiff took the stand, witnesses were called and testified on behalf of the plaintiff and plaintiff rested, and the defendant rested without offering any testimony;

And it appearing to the court that the parties entered into a Property Settlement Agreement, the same having been submitted in evidence and marked Plaintiff's Exhibit "A", and it further appearing to the court that the terms of said agreement are fair and just under the evidence;

And it further appearing to the Court that the allegations of the plaintiff's complaint were proven by a preponderance of evidence and that the plaintiff was entitled to judgment.

NOW, THEREFORE, On motion of Earl E. Garrity, attorney for the plaintiff, and by virtue of the law and by reason of the premises aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that plaintiff shall have, and she is hereby granted, a divorce from the defendant on the grounds of extreme cruelty, and that the bonds of matrimony between said parties are hereby dissolved, and said parties, and each of them, are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the Property Settlement Agreement entered into by the parties is hereby approved and settled and the real property set out therein and hereinafter described shall be the sole and separate property of the plaintiff, Elsie M. Gregory, as in said settlement provided. Said property is described as follows, to-wit:

> Lot Eighty (80) of Fairview Place Second Subdivision in the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Twenty-eight (28), Township Three (3) North, Range Two (2) West of the Boise Meridian, in Canyon County, Idaho, as the same is numbered and designated on the official recorded plat thereof, of record and on file in the office of the recorder of Canyon County, Idaho.

Done in Chambers in Boise, Idaho, this 22nd day of April, 1949.

Charles E. Winstead
District Judge.

STATE OF IDAHO, } ss.
COUNTY OF OWYHEE, }

CERTIFICATE

I, F. M. HOBBS, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce - Elsie M. Gregory VS Earl R. Gregory filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of June, 1949.

By ..... , *Deputy.* *Clerk.*

6531

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE

BETTY RAE WILKERSON,
Plaintiff,
-vs-
WILMER R. WILKERSON, JR.
Defendant.

2252

JUDGMENT

4/2/49 - 10:25 AM
Faulkner

THIS CAUSE, Coming on regularly for trial this 29th day of April, A.D. 1949, Frank F. Kibler, Esq., appearing as counsel for the plaintiff, and the defendant not appearing by counsel or otherwise, and it appearing to the Court that summons in this cause has been heretofore duly and regularly served upon the defendant herein personally in Canyon County, State of Idaho , and that the defendant has failed to answer, appear, or plead to the plaintiff's complaint herein within the time allowed by law, or at all, and on motion of Frank F. Kibler, Esq., attorney for the plaintiff, the default of the defendant for his failure to so appear, plead or answer plaintiff's complaint herein was duly and regularly entered by the Clerk of this Court on April 29th, 1949, pursuant to Order of the Court.

WHEREUPON, Witnesses were sworn and evidence introduced on behalf of the plaintiff and the cause submitted, from which it appears that all of the allegations of the complaint are sustained by testimony, free from all legal exceptions as to its competence, admissiblity and sufficiency, and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, On motion of Frank F. Kibler, attorney for the plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER ADJUDGE AND DECREE, that the plaintiff shall have, and she hereby is, granted a divorce from the defendant on the grounds of extreme cruelty, and that the bonds of matrimony between said plaintiff and defendant are hereby dissolved; and the parties are hereby restored to the status of single, unmarried persons.

FRANK KIBLER
LAWYER
NAMPA, IDAHO

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE That the care, custody, control and education of the minor child, to-wit: Micheal Riley Wilkerson, age about 1½ years, a son, be and the same is hereby awarded, given and granted to plaintiff, subject to the right of the defendant to visit said child at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE That the plaintiff, Betty Rae Wilkerson, have judgment against defendant Wilmer R. Wilkerson, Jr. for the partial support and maintenance of said minor child to be payable monthly at the rate of $50.00 per month, commencing with the month of April, 1949, and a like sum of $50.00 per month to be paid during each and every calendar month thereafter until said minor child attains the age of legal majority or further order of the Court;

Done in open Court at Boise, in Ada County, Idaho this 29th day of April, A.D. 1949.

Charles C. Winstead

District Judge

STATE OF IDAHO, }
COUNTY OF OWYHEE, } ss.

CERTIFICATE

I, F. M. HOBBS, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Judgment - Betty Rae Wilkerson VS Wilmer R. Wilkerson, Jr.

filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of June, 19 49.

F. M. Hobbs

Clerk.

By ....., Deputy.

FRANK KIBLER
LAWYER
NAMPA, IDAHO

6532

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE

* * * * * * * * *

RALPH A. TOWNSEND,

Plaintiff,

-vs-

OLIVE G. TOWNSEND,

Defendant.

DECREE OF DIVORCE

Case No. 2233
District Court, Owyhee County, Idaho
Date Filed 5/17/49 10 o'clock a.m.
Fred Hobbs
Clerk
By _____ Deputy

* * * * * * * * *

THIS CAUSE Coming regularly on to be heard this 13th day of May, 1949, plaintiff appearing together with his attorney, W. W. Wander, and defendant not appearing by counsel or otherwise; and it appearing to the court that summons in this cause has been served upon the defendant herein personally in Nampa, Canyon County, Idaho, and that the time for making appearance has elapsed, and the defendant, Olive G. Townsend, has failed to appear, answer or plead to plaintiff's complaint herein within the time allowed by law; and it further appearing to the court that the defendant is not in the military forces of the United States, and that default of the defendant was duly and regularly entered herein on the 13th day of May, 1949;

WHEREUPON, Evidence was introduced on behalf of the plaintiff and the cause submitted, whereupon, the court took the matter under advisement, and it appearing that all the material allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for.

NOW, THEREFORE, On motion of W. W. Wander, attorney for the plaintiff, and by virtue of the law and by reason of the premises aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That plaintiff shall have, and he is hereby granted, a diveree from the defendant, Olive G. Townsend, on the grounds of extreme cruelty, and that the bonds of matrimony existing between plaintiff and defendant are hereby dissolved, and said parties, and each of them, are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the defendant shall have the care, custody and control of Albert Stanley, minor child of the parties, awarded to her, and that the plaintiff shall have the right to visit said minor child, and be visited by him, at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the plaintiff shall pay to the defendant the sum of Forty ($40.00) Dollars per month for the care and maintenance of said minor child.

Done in Chambers in Boise, Idaho, this 13th day of May, 1949.

Charles E Winstead
District Judge

STATE OF IDAHO,)
COUNTY OF OWYHEE,) ss.

CERTIFICATE

I, F. M. HOBBS, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce - Ralph A. Townsend, VS Olive G. Townsend, filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of June, 19 49.

F. M. Hobbs
Clerk.

By ....., *Deputy.*

-2-

COPY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE.

ABEL MARAVILLA,
Plaintiff,
-vs-
MARIA TUANA MARAVILLA,
Defendant.
* * * * * * * * * * * * * *

No. 2221

J U D G M E N T

5/21/49 1:30 PM
Filed

THIS CAUSE Coming on regularly for trial this 20th day of May, A.D. 1949, at chambers in Boise, Ada County, Idaho, Frank F. Kibler, Esq. appearing as counsel for the plaintiff and the defendant not appearing by counsel or otherwise, and it appearing to the Court that summons in this cause has heretofore been duly and regularly served upon the defendant herein by publication, and that the defendant has failed to answer, appear or plead to the complaint herein within the time allowed by law, or at all, and on motion of Frank F. Kibler, Esq. attorney for the plaintiff, the default of the defendant for his failure to so appear, plead or answer plaintiff's complaint herein was duly and regularly entered by the Clerk of this Court on May 20, 1949, pursuant to order of the Court.

WHEREUPON, witnesses were sworn and examined and documentary evidence introduced on behalf of the plaintiff and the cause submitted, from which it appears that all of the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for,

NOW, THEREFORE, on motion of Frank F. Kibler, Esq., attorney for plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that the plaintiff shall have and he hereby is granted a divorce from the defendant on the grounds of wilful desertion, and that the bonds of matrimony between said plaintiff and defendant are hereby dissolved, and that the said parties and each of them are hereby released from all the obligations thereof,

FRANK KIBLER
LAWYER
NAMPA, IDAHO

and are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does hereby ORDER, ADJUDGE AND DECREE that the real and personal property hereinafter described was the sole and separate property of the plaintiff herein at the time of his marriage to the defendant, and it is therefore ordered, adjudged and decreed that said property and the whole thereof is hereby confirmed to be the sole and separate property of the plaintiff, the same being acquired prior to the marriage and that the defendant herein has no claim, right, title or interest therein or thereto in any way or manner or at all, and that the said property is described as follows, to-wit:

REAL PROPERTY:

Lots 11 and 12 in Block 16 of Young's Addition to the City of Nampa, Canyon County, State of Idaho, as the same are numbered and designated on the official recorded plat thereof, of record and on file in the office of the recorder of Canyon County, Idaho, together with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

PERSONAL PROPERTY:

All household goods and effects and furniture situated in the above described real property.

Dated and done at chambers in the City of Boise, Ada County, Idaho, this 20th day of May, A.D. 1949.

Charles F. Winstead
District Judge

STATE OF IDAHO, }
County of Owyhee, } ss.

CERTIFICATE

I, F.M.Hobbs, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Judgment- Abel Maravilla vs Maria Tuana Marvilla

filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd day of May, 19 49.

F.M.Hobbs
Clerk.

By ....., Deputy.

FRANK KIBLER
LAWYER
NAMPA, IDAHO

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRIST OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE.

WRETHA FUSON,
Plaintiff,
-vs-
CLAIR W. FUSON,
Defendant.

JUDGMENT

Case No. 2237
District Court, Owyhee County, Idaho
Date Filed 5/21/49 1:45 P.M.
Fern Hobbs
Clerk
By ____ Deputy

THIS CAUSE Coming on regularly for trial this 20th day of May, A.D. 1949, Frank F. Kibler, Esq. appearing as counsel for the plaintiff and the defendant not appearing by counsel of otherwise, and it appearing to the Court that Summons in this cause has heretofore been duly and regularly served upon the defendant herein personally, and that the defendant has failed to answer, appear or plead to the complaint herein within the time allowed by law, or at all, and on motion of Frank F. Kibler, Esq., attorney for the plaintiff, the default of the defendant for his failure to so appear, plead or answer plaintiff's complaint herein was duly and regularly entered by the Judge of the Court in chambers on May 20, 1949, pursuant to order of the Court.

WHEREUPON, witnesses were sworn and examined and documentary evidence introduced on behalf of the plaintiff and the cause submitted, from which it appears that all of the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for, and that findings of fact and conclusions of law are waived on account of the failure of the defendant to answer, appear or plead to the said complaint as provided by law.

NOW, THEREFORE, on motion of Frank F. Kibler, Esq., attorney for plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby order adjudge and decree, that the plaintiff shall have and she hereby is granted a

ANK KIBLER
LAWYER
MPA. IDAHO

divorce from the defendant, on the grounds of extreme cruelty, and that the bonds of matrimony between said parties, and each of them, are hereby dissolved, and that said parties and each of them are hereby released from all the obligations thereof, and are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that the care custody and maintenance and control of the minor child, to-wit: Shagaye Fuson, a daughter, age three years, be and the same is, hereby awarded, given and granted to the plaintiff herein, subject to the right of the defendant to visit said child at reasonable times and places and subject to further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that the plaintiff is entitled to an award of this Court for money for the partial maintenance and support of said minor child, and judgment is hereby given, granted and entered in favor of the plaintiff and against the said defendant, Clair W. Fuson, for the sum of ~~$50.00~~ $35.00 monthly, commencing with the calendar month of May, 1949 for the partial support, maintenance and education of said minor child, subject to the further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that the plaintiff shall have and own and there is hereby ordered, given and granted to her and to her heirs and assigns forevdr, that certain real property of the parties hereinafter described, which said real propertyshall be the sole and separate property of the plaintiff hereafter, and which said real property is described as follows, to-wit:

> A portion of the S½ of the SE¼ of the NW¼ of Section 21, Township 3 North, Range 2 West of the Boise Meridian, in Canyon County, Idaho, lying East of the Phyllis Canal, and being more particularly described as follows, to-wit:
>
> Beginning at the NE corner of the S½ of the SE¼ of the NW¼ of the aforesaid Section 21, and running thence West 264 feet along the North boundary line of the S½ of the SE¼ of the NW¼ of the aforesaid Section 21, to the point of beginning, thence running West a distance of 71 feet, thence South 610 feet on a line 335 feet West and parallel to the East boundary line thereof to the center of the Phyllis Canal, thence South 40°45' East 65 feet along the center of the Phyllis Canal to the intersection of the South boundary line of the S½ of the SE¼ of the NW¼ of the aforesaid Section 21, thence East a distance of 30 feet along the aforesaid South boundary line, thence North 662 feet to the point of beginning. Also known as a portion of Lot 23 of Westview Subdivision to Nampa, Canyon County, Idaho.

FRANK KIBLER
LAWYER
NAMPA, IDAHO

and that said real property is hereby set over, given, granted and awarded to plaintiff and to her heirs and assigns forever, subject however, to any encumbrances of record against the same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the plaintiff shall have and there is hereby given, granted and awarded to her as her own sole and separate property and for her heirs and assigns forever, the following described personal property, to-wit:

Davenport and Chair set	Swing Rocker
1-9 x 12 Wool Rug	1-ABC Electric Stove(Apt.size)
1-Coronado Elec. Refrigerator	Chrome Break. set and chairs
dining room table	Coronado Elect. Wash. machine
Floor lamp	Desk
small table	Table Model Radio
Cedar Chest	Bed, Springs & Mattress

Lot of miscellaneous small items of furniture and effects, including, but not exclusive of, bedding, linens, cooking utensils, silverware, canned fruit and general line of household goods and supplied;

which said property is hereby set over, and is awarded to the plaintiff as her own sole and separate property subject to any existing encumbrances of record in connection therewith.

IT IS FURTHER AWARDED, ADJUDGED AND DECREED and this does hereby order, adjudge and decree, that the plaintiff herein is entitled to judgement for attorney's fees in connection with the institution and prosecution of this action, and judgment is hereby given and granted and entered in favor of the plaintiff, and against the defendant Clair W. Fuson, for the sum of [illegible] as attorney's fees.

Dated and done at Chambers in the City of Boise, County of Ada, State of Idaho, this 20th day of May, A.D. 1949.

Charles F. Winstead
District Judge.

NK KIBLER
AWYER
PA, IDAHO

STATE OF IDAHO, }
County of Owyhee, } ss.

CERTIFICATE

I, F.M.Hobbs, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Judgment-Wretha Fuson,
vs
Clair W.Fuson

filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd, day of May, 19 49.

F.M.Hobbs
Clerk.

By ....., Deputy.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE.

- - - - - - - - - - - - - - -

Harold L. Grove,

Plaintiff,

-vs-

Evelyn A. Grove,

Defendant.

Action No. 2669.

Filed and entered May 16, 1949 Lillian Wilson, Clerk.

D E C R E E.

- - - - - - - - - - - - - - -

This cause came on regularly to be heard in open Court on the 16th day of May, 1949, and it appearing that the defendant, Evelyn A. Grove, was duly and regularly served with process herein by personal service of another summons upon her in the State of Oregon, according to law, and that she has failed to appear in any manner or at all herein although the time for appearance has fully expired, and a proper and sufficient affidavit showing that the defendant was not at any time during the pendency of this action and is not now in the service of the United States of America, either army or navy, or otherwise, having been filed herein and based thereon a Judge of this Court made and there was filed an order permitting the default of said defendant to be entered upon proper and sufficient showing of service upon said defendant, and thereupon and on such order and showing of proper service upon said defendant, the Clerk of this Court duly entered the default of the said defendant, and the Court thereupon proceeded to try said cause.

The Court having heard the testimony of the plaintiff and a witness in his behalf and having examined the evidence in support of the allegations of the complaint herein, and the matter having been submitted to the Court for judgment, and the Court having considered the evidence and being fully advised in the premises, finds: That all the material allegations of the plaintiff as set forth in his complaint herein are true, to-wit: That plaintiff and defendant intermarried as alleged in said complaint; that plaintiff is and for more than six weeks preceding the commencement of this action was a bona fide resident of the State of Idaho; that plaintiff and defendant ceased to live

together as husband and wife as alleged in said complaint and ever since they so ceased to live together have been and now are living separate and apart; that the names of the parties hereto appear in their marriage certificate as Groves but that the true name is Grove; that the defendant has been guilty of extreme cruelty in her conduct toward and treatment of the said plaintiff as alleged in said complaint, without just cause on the part of the plaintiff; that there are no property rights or interests involved in this action; that there is no child the issue of the marriage of the parties hereto; that the former name of the defendant was Evelyn A. Veneman and that such former name should be restored to said defendant herein.

The Court therefore finds that plaintiff is entitled to judgment and decree of this Court dissolving the bonds of matrimony now existing between himself and the defendant, on the grounds of extreme cruelty of the defendant toward the plaintiff; and that the defendant should be restored to her former name of Evelyn A. Veneman.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED, That the marriage between the plaintiff, Harold L. Grove, and the defendant, Evelyn A. Grove, be, and the same hereby is dissolved on the grounds of extreme cruelty of the defendant toward the plaintiff, and that the said parties be, and they are hereby relieved of all the obligations of said marriage and are returned to the status of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant be, and she hereby is restored to her former name of Evelyn A. Veneman.

Done in open Court this 16th day of May, 1949.

A. O. Sutton
District Judge.

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2669.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16th day of May, 1949.

Lillian Wilson
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF PAYETTE

ELLA G. ADAIR,

Plaintiff,

vs.

RUDOLPH ADAIR,

Defendant.

No. 2663
Filed and Entered
May 16, 1949
Lillian Wilson, Clerk

DECREE OF DIVORCE

Copy.

This cause came on regularly to be heard by the court this 16th day of May, 1949, the plaintiff appearing with her attorney, J. P. Reed, and the defendant making no appearance. And it being shown to the court that the defendant was duly served with summons in this action and failed to appear and plead to the complaint of the plaintiff herein within the time allowed by law or at all, and that the default of the defendant has been duly entered and filed in this action, and that a proper affidavit of military status is on file herein showing that the defendant is not in the military service of the United State of America, thereupon the court heard the evidence of plaintiff in support of her said complaint, together with evidence in corroboration of the plaintiff, from which evidence the court now finds that the allegations of plaintiff's said complaint are true, and that she is entitled to the relief therein prayed for. Wherefore, in pursuance of the law and the evidence, the court now renders judgment in favor of plaintiff and against the defendant as follows, to-wit:

1. It is hereby ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between the plaintiff, Ella G. Adair, and the defendant, Rudolph Adair, be, and the same are, hereby absolutely dissolved; and that plaintiff and defendant are each hereby restored to their former status as unmarried persons.

2. It is hereby ordered, adjudged and decreed by the court the pre-marriage name of plaintiff, to-wit, the name of Ella G. Schultz, be, and the same is hereby restored to the plaintiff, and that she may resume the use thereof from the date of this decree.

Done in open court this 16th day of May, 1949.

A. O. SUTTON

District Judge.

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree of Divorce has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2663.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16 day of May, 1949.

Lillian Wilson
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

* * * * * * * * * *

MARION H. MEYERS, Plaintiff

-vs-

VIRGIL MEYERS, Defendant.

No. 2658

Filed and entered
May 16, 1949
Lillian Wilson, Clerk

DECREE OF DIVORCE

- - - - - - - - - -

This cause came on regularly for hearing this 16th day of ~~April~~ May, 1949, plaintiff appearing in person and by her attorney, Herman Welker, Esq., and the defendant not appearing in person, or otherwise, and it appearing to the Court that the defendant has been duly served with summons by personal service within the State of Idaho, and the time for answering or appearing in said matter having expired, the default of the defendant was duly and regularly entered, and it appearing to the Court that the defendant does not come within the Soldier and Sailors' Civil Relief Act of 1940, as amended, the Court then proceeded to hear the testimony and evidence introduced by the plaintiff in support of her cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grievous mental suffering and bodily injury in and upon the person of the plaintiff, all without cause or provocation,

NOW, THEREFORE, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the plaintiff, Marion H. Meyers, and the defendant, Virgil Meyers, be, and the same are hereby dissolved and the plaintiff be, and she is hereby granted a full and complete Decree of Divorce against the defendant upon the

grounds of extreme cruelty as prayed for in her complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons; and,

It is hereby further ORDERED, That the Property Settlement Agreement dated the 14th day of April, 1949, a copy of which is attached hereto, is approved by the Court and made a part of this Decree of Divorce.

Done in Open Court this 16th day of ~~April~~ May, 1949.

A. O. Sutton
District Judge

Exhibit 'A'

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 14th day of April, 1949, by and between VIRGIL MEYERS, husband, of Payette, County of Payette, State of Idaho, party of the first part, and MARION H. MEYERS, wife, of Payette, County of Payette, State of Idaho, party of the second part, WITNESSETH, That

WHEREAS, The parties hereto intermarried at New Plymouth, Idaho, on June 22, 1941, and ever since have been and now are husband and wife, and

WHEREAS, there was born as the issue of said marriage, a son, Jack Meyers, age six years, and

WHEREAS, there is now pending in the District Court of the Seventh Judicial District of the State of Idaho, in and for Payette County, an action of divorce by second party against first party, and

WHEREAS, It is the desire of the parties hereto to enter into an agreement providing for the custody and support of said child and also covering the duty of first party to support second party.

NOW, THEREFORE, IT IS AGREED BETWEEN, The parties hereto as follows:

1. That second party shall have the custody of said child, Jack Meyers, subject to the right of first party to visit said child at any reasonable time.

2. That first party shall pay to second party for the support of said child the sum of THIRTY FIVE DOLLARS ($35.00) per month on the first of each month hereafter until said child reaches his majority or becomes self-supporting, whichever event occurrs first.

3. That there is no community property belonging to the parties hereto and that second party being the wife of first party does hereby accept the provisions of this contract in full satisfaction

of her right to support and maintenance.

4. That any and all property acquired by either of the parties hereto from and after the date hereof shall be the sole and separate property of the one so acquiring the same, and each of the parties hereto respectively grants to the other all such future acquisitions of property as the sole and separate property of the one so acquiring the same.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Virgil Meyers
Party of the First Part

Marion H. Meyers
Party of the Second Part

STATE OF IDAHO)
: ss.
County of Payette)

On this 14th day of April, 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared VIRGIL MEYERS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(S E A L)

W. R. McClure
Notary Public for Idaho
Residence: Payette, Idaho

STATE OF IDAHO)
: ss.
County of Payette)

On this 14th day of April, 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared MARION H. MEYERS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(S E A L)

Violet M. Robinson
Notary Public for Idaho
Residence: Payette, Idaho

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette do hereby certify that the foregoing copy of Decree of Divorce has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2658.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16 day of May, 19 49.

Lillian Wilson
Clerk of the District Court

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER

No. 3526
Entered in Register No. 5
May 6 - 49
Myrtle Stuart
Helen Hall

EVELYN DEAL,

Plaintiff,

vs.

JAMES HENRY DEAL,

Defendant.

DECREE

copy

The above entitled cause came duly on for hearing before the undersigned, Judge of the above entitled Court sitting without a jury, in the Chambers of this court, at Pocatello, Bannock County, Idaho, on the 4th day of May, 1949, the plaintiff appearing in person and with her attorney, Samuel Adelstein, and the defendant appearing not, either in person or by counsel, having heretofore accepted service of summons herein, and thereafter, pursuant to law, a Clerks Default was duly taken and entered herein, in the manner as provided by law;

Thereupon the court proceeded to examine the files, records and proceedings had in this cause, and from such examination it appears that summons was duly and regularly issued herein, and that above named defendant accepted personal service of summons, and which subsequently was duly filed herein; that the court has jurisdiction of the subject-matter hereof and of the parties hereto;

That thereupon, plaintiff and her witness who testified as to residence of said plaintiff, were duly and regularly sworn and each testified in support of the allagations of the complaint; and after hearing such testimony so offered and received, and after duly considering the same and the court being fully advised in the premises, the court finds that all of the material allegations of the complaint are true and fully established by the evidence, and from the evidence so heard by the court, the court finds that the plaintiff is entitled to a Decree of Divorce as proved by the complaint;

WHEREFORE, in consideration of the premises and upon the evidence heard in this cause, and the court being fully advised,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same hereby is dissolved, and that each of the said parties be, and each is hereby restored to the status of a single person.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff herein be, and she hereby is restored to her former name of: Evelyn Ipsen.

Judgment rendered and entered at Pocatello, Bannock County, Idaho, this 4th day of May, 1949.

L. E. Glennan
DISTRICT JUDGE

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, , Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the case of EVELYN DEAL vs. HENRY JAMES DEAL

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 6th day of May, 1949.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER

Case No. 3526
Instrument No. 9
Filed May 12-1949
Lloyd J. Stuart
By Helen Hall
Deputy

STEVROS A KARMOS
PLAINTIFF

VS

CRESTETZA KARMOS
DEFENDANT

DECREE

This cause having come regularly for hearing this 11th day of May 1949 before the above entitled court, sitting without a jury, and it appearing to the satisfaction of the court that the defendant had been duly and regularly served with summons herein by publication thereof and that copies of the complaint and summons in this action have been duly and regularly mailed to the said defendant as required by law and it appearing that the default of the defendant for not appearing or pleading in this cause has been duly and regularly entered, which default is hereby approved by the court; the court proceeded to hear the testimony produced in behalf of plaintiffs complaint and evidence, both oral and documentary having been produced and the court having considered the same and having found that the allegations of plaintiffs complaint are true and that he is entitled to the relief therein sought Now Therefor; It is hereby ordered, adjudged and decreed that the bonds of matrimoney existing between the plaintiff and the defendant are hereby divorced, dissolved and set aside and the parties hereto restored to the status of single persons. Dated May 11, 1949

/s/ Isaac McDougall
Isaac McDougall
District Judge.

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, Hazel Stuart, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original Decree of Divorce in the case of Stewart A. Karmos vs. Crestitza Karmos as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 12th day of May, 19 49.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR POWER COUNTY.

Norene Henrie,

Plaintiff,

Vs.

Kenneth Henrie,

Defendant.

DECREE

Case No. 3587
Instrument No. 6
Filed May 12 — 1949
Ethyl A. Stuart Clerk
By Robert Hall Deputy

This cause came regularly on for hearing May 12th, 1949, before the Honorable L.E. Glennon, Judge of the above entitled Court, at Chambers, in Pocatello, Bannock County, Idaho, the plaintiff being present in person and by her attorney, W. C. Loofbourrow, and the defendant coming not but making default herein, his default is hereby entered against him: the Court examines the service of summons and finds that the defendant acknowledged service of summons and submitted to the jurisdiction of the Court in all matters connected with said action, and waived the statutory time within which to plead, and reserved two days within which to plead; that the time so reserved has expired and the defendant has failed to appear and plead and that a Clerk's Default has been entered against him; that by reason of making such default, the defendant has waived the making of Findings of Fact and Conclusions of Law, and after the submission of evidence and the Court being fully informed inthe premises, and it appearing that the allegations of plaintiff's complaint are true, -
The Court Finds, and

It is ORDERED, ADJUDGED and DECREED That the defendant has been guilty of extreme cruelty toward the plaintiff: That the plaintiff Norene Henrie be, and she is hereby, awarded a decree of divorce against the defendant Kenneth Henrie on the grounds of extreme cruelty: That xxxxx the bonds of matrimony heretofore existing between plaintiff and defendant are hereby dissolved and each of the said parties hereto are restored to the status of single persons.

L.E. Glennon
District Judge.

Certificate of True Copy

STATE OF IDAHO, } ss.
County of Power, }

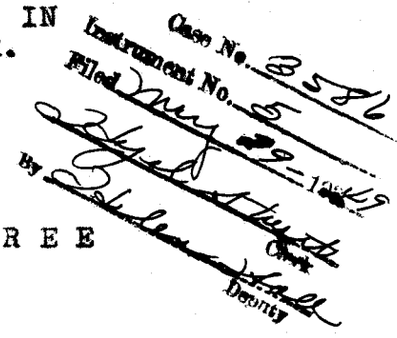
I, Hazel Stuart, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original Decree in the case of Morene Henrie vs. Kenneth Henrie as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 12th day of May, 1949.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER.



PAULINE SCOTT, Plaintiff,

VS.

RICHARD SCOTT, Defendant.

D E C R E E

The above entitled action came on to be heard at Chambers, at Pocatello, Idaho, before the Court on the 18th day of May, 1949, plaintiff appearing in person and by her Attorney, Chas. T. Cotant, and the defendant not appearing, either in person or by an attorney.

Upon said hearing, it appearing to the satisfaction of the Court that defendant, Richard Scott, was duly served with summons on the tenth day of May, 1949, as appears on the Acceptance of Service, made by the defendant, Richard Scott on said date, said Acceptance of Service being attached to the summons on file herein, and the defendant not having made an appearance and having filed no answer or any other pleading, and having waived any rights that he might have had in this action as to being in the Military Service of the United States, and a Clerk's default having been duly entered, according to law, and the Court having considered the law and the evidence and it appearing satisfactorily to the Court that each and all of the material allegations and averments in plaintiff's complaint are true;

Now, therefore, it is ORDERED, ADJUDGED and DECREED that the above named plaintiff is entitled to a divorce upon the grounds stated in her complaint and the bonds of matrimony heretofore existing between plaintiff and defendant should be dissolved.

MAY 23 1949

It is therefore ORDERED that it be dissolved and each of them are hereby restored to a single unmarried state.

Dated this 18th day of May, 1949.

L E Gleason
District Judge

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the case of PAULINE SCOTT VS. RICHARD SCOTT as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 21st day of May, 19 49.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER.

Case No. 3577
Instrument No. 11
Filed 5-26-1949
Lyle Stuart Clerk
By Ileta Lee Deputy

STELLA M. JENKINS,
Plaintiff,
-vs-
EDWARD JENKINS,
Defendant.

DECREE

- - -

The above entitled cause came on regularly to be heard and tried on the 24th day of May, 1949, before the above entitled Court, Honorable Isaac McDougall, sitting as Judge thereof; the plaintiff appearing in person and by her attorney, Henry McQuade; the defendant appearing not either in person or by counsel and that the said defendant having heretofore been duly served with processes herein by publication of notice in the Power County Press, a newspaper located in American Falls, Power County, Idaho and Affidavit of which is contained in the file herein, said publication being made on the following dates: April 28th; May 5th; May 12th; and May 19th, of the year 1949; and the said defendant having not answered plaintiff's Complaint herein and in the time provided by law, or otherwise, and the default of the defendant for not answering said Complaint having been duly entered herein, in the manner provided by law; that the Court proceeded to examine the files, records and proceedings had in this case, and that from such examination the Court finds that the defendant has had due notice as provided by law, and that publication having been made in a newspaper of Power County, Idaho and the whereabouts of the defendant not being known by the plaintiff and said publication of Summons being made pursuant to the statutes of the State of Idaho, that the defendant failed to appear, answer or plead, and that thereafter a default was entered by the Clerk of the Court, pursuant to the defualt of said defendant; that this Court has jurisdiction of this cause of action and the parties herein;

That thereupon the plaintiff was duly and regularly sworn, according to law, and the plaintiff testified in support of the allegations of the Complaint, together with her corroborating witness, Lisle M. Price; and after hearing the testimony so offered and received and being fully advised in the premises, the Court finds that all of the material allegations of the Complaint are true and fully sustained.

WHEREFORE, In consideration of the premises and upon the evidence heard in this cause and the Court being fully advised,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the marriage heretofore entered into by and between the plaintiff and the defendant herein, be, and the same is hereby dissolved and that each of the parties herein be, and they each are restored to the status of single and unmarried persons.

JUDGMENT Rendered and entered at Pocatello, County of Bannock, State of Idaho, on this 24th day of May, 1949.

Isaac McDougall
DISTRICT JUDGE

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, Lloyd Stuart, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original Decree in the Case of Stella M. Jenkins vs. Edward Jenkins as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 25th day of May, 1949.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR POWER COUNTY.

Robert J. Cacy,

Plaintiff,

vs.

Leolo E. Cacy,

Defendant.

DECREE

Case No. 3570
Instrument No. 6
Filed May 31 1949
Lloyd A. Thurb Clerk
By Helen Hall Deputy

This cause coming regularly on for hearing May 28th, 1949, before the Honorable L. E. Glennon, Judge of the above entitled Court, at chambers, in Pocatello, Bannock County, Idaho, the plaintiff being present in person and by his attorney, W. C. Loofbourrow, and the defendant coming not but making default herein, her default is hereby entered against her: The Court examines the service of summons and finds that the defendant acknowledged service of summons and submitted herself to the jurisdiction of the Court in all matters connected with this action, and waived the statutory time within which to plead, reserving two days within which to plead; that the two days has expired and the defendant has failed to appear and plead and that a Clerk's Default has been entered against her; and by reason of making such default the defendant has waived the making of findings of fact and conclusions of law, and after the submission of evidence and the Court being fully informed in the premises, and it appearing that the allegations of plaintiff's complaint are true, -

The Court Finds, and

It is ORDERED, ADJUDGED and DECREED That the defendant has been guilty of extreme cruelty toward the plaintiff: That the plaintiff, Robert J. Cacy be and he is hereby awarded a decree of divorce against the defendant, Leolo E. Cacy on the grounds of extreme cruelty: That the bonds of matrimony heretofore existing between plaintiff and defendant are hereby dissolved and each of the said parties hereto are restored to the status of single persons.

L. E. Glennon,
District Judge.

State of Idaho,)
) SS:
County of Power.)

I hereby certify that the annexed is a full, true and correct copy of the DECREE entered IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISIRICT OF THE STATE OF IDAHO, IN AND FOR POWER COUNTY, in the action in which Robert J. Cacy was plaintiff, and Leolo E. Cacy was defendant; the original of which said DECREE is now on file and of record inthe office of the Clerk of the District Court and ex-Officio Auditor and Recorder of Power County, Idaho, at American Falls in said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 31st day of May, 1949.

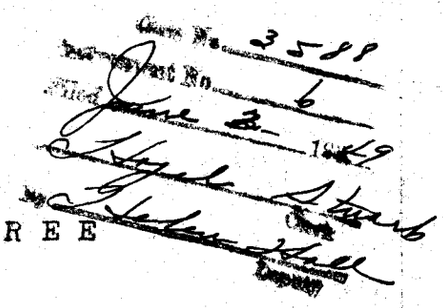
Hazel Stuart, Clerk,

By Helen Hall
Deputy.

(Seal)

X

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER



LEORA IONE KENDALL
PLAINTIFF

VS

ROY L. KENDALL
DEFENDANT

D E C R E E

This cause came on regularly for hearing this 31 day of May 1949, before the above entitled court, sitting without a jury, and it appearing to the satisfaction of the court that the defendant had been duly and regularly served with Summons and complaint herein and that he had appeared by stipulation herein, admitting service of process and refusing to plead in said cause and that his default for so refusing to plead had been duly and regularly entered. The court proceeded to hear the testimony produced in behalf of plaintiffs complaint and the defendant not appearing either in person or by attorney and the plaintiff being present and testifying and in person and also by and through her attorney and the evidence, both oral and documentary having been poduced and the court being fully advised in the premises and being satisfied that the allegations of plaintiffs complaint and amended complaint are true and that she is entitled to relief as therein prayed, save and except as limited by said stipulation,

Now Therefore, It is hereby ordered, adjudged and decreed;

That the bonds of matrimony existing between the plaintiff and the defendant are hereby dissolved, divorced and set aside and the parties hereto restored to the status of single persons.

That the real property described in plaintiff's complaint, and hereinafter, is the separate property of the defendant and that plain-

tiff has no claim or right therein and that defendant holds and enjoys the same free and clear of any claim or interest, community or otherwide, of the plaintiff. The said real property is described as follows;

A tract of land situated in Lots one and two of Block thirty nine of the City of Soda Springs, Caribou County, Idaho, described as follows; Commencing at a point ninety eight and one half feet north of the southeast corner of Lot one in Block thirty nine of the city of Soda Springs, Caribou County, Idaho, as said city is now platted and in accordance with City Ordinance No. eighty nine of said city of Soda Springs, Caribou County, Idaho, thence running west, at right angels three hundred thirty feet; thence north at right angles eighty two and one half feet; thence running east, at right angles, to the East Line of the said lot one, three hundred thirty feet; thence South, along the East Line of said lot one, eighty two and one half feet to the place of beginning. Together with all tenements hereditaments and appurtenances.

Defendant is further restrained from molesting, interfering with or in any manner troubling the plaintiff.

Done in open court this 31 day of May 1949.

L. E. Slemmon.

~~Isaac McDougall~~
District Judge.

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the case of LEORA IONE KENDALL VS. ROY L. KENDALL as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 3rd. day of June, 19 49.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Stall
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

VERNON E. SNOW, Plaintiff,

-vs-

FRANCES D. SNOW, Defendant.

No. 10779 (COPY)

D E C R E E

This cause came regularly on to be heard this 2nd day of May, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff, taken as confessed by the defendant by her failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his Complaint and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and the

defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and he hereby is awarded an absolute divorce from the defendant, on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That defendant herein be awarded the care, custody and control of the minor child of said parties, namely: David V. Snow, and that plaintiff is hereby ordered to pay defendant the sum of $75.00 per month for the support of said minor child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff herein may visit the minor child of said parties at any reasonable time and hours, but not to remove said child from the home of the defendant unless given permission by her so to do.

Done in open Court this 2nd day of May, A. D. 1949.

Albert H Isaacheuson
District Judge.

Entered, Docketed and Filed
MAY 2 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO }
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 2nd day of May 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District of Idaho
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

GENEVA INEZ POWELL,
Plaintiff,
-vs-
CHESTER R. POWELL,
Defendant.

NO. 10792

D E C R E E

This cause came on regularly to be heard this 3rd day of May, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon the verified complaint of the plaintiff herein taken as confessed by the defendant for failure to appear and answer to the said verified complaint of plaintiff on file herein. Albert J. Graf appeared as attorney for plaintiff, and defendant did not appear. It appeared to the above entitled Court that the defendant was duly served with process and that said service was duly made by personal service, and the defendant's default for not appearing, answering or in anywise pleading in said cause was duly and regularly entered;

WHEREUPON, The Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her complaint, and after having heard the same, the testimony was closed;

WHEREUPON, The Court, considering the aforesaid testimony of plaintiff and her witnesses, together with all papers, records, files and documents herein, and having heretofore made and entered its Findings of Fact and Conclusions of law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff, Geneva Inez Powell, and the defendant, Chester R. Powell, be, and they hereby are, dissolved, and that the plaintiff be, and she hereby is, granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be, and she hereby is, awarded the absolute care, custody and control of the three minor children of the plaintiff and defendant, to-wit: David Byrd Powell, age fourteen (14) years; Elizabeth Carline Powell, age twelve (12) years; and Charles Richard Powell, age ten (10) years, reserving unto the defendant the right to visit said minor children at any time that is reasonable.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant pay to the plaintiff the sum of Seventy-five Dollars ($75.00) per month for the care, maintenance and education of said minor children, until said minor children reach the age of eighteen (18) years, first payment to begin on or about the 1st day of June, 1949.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the community property accumulated during the period of said marriage be divided as follows: That the 1938 Chevrolet coach automobile, motor no. N 1,358,298, serial no. 2HB1Q-3961, model HB be awarded to the defendant. That the household furniture and the equity in the house now being purchased from the be awarded to the plaintiff.

Dated this 3rd day of May, A. D. 1949.

ALBERT H. FEATHERSTONE
District Judge

A TRUE COPY:
Anna K. Battick
Clerk of District Court

By _____
Deputy

Entered, Docketed and Filed
MAY 3 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original DECREE on file in my office.
Dated at Wallace, Idaho, this 3rd day of May 1949
ANNA K. BATTICK
Clerk District Court
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

IVA OLIVE BROWN, Plaintiff, -vs- CLARENCE L. BROWN, Defendant.) 10812

D E C R E E

- - - -

This cause came regularly on to be heard this 4th day of May, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon the Complaint of the plaintiff and the Demurrer of the defendant; the plaintiff appeared in person and was represented by her attorney, Mr. Robert E. Brown, and the defendant appeared by his attorney, Mr. Lester S. Harrison, and through his attorney interposed a Demurrer for and on the part of the defendant to the Complaint of the plaintiff, after which the same was duly submitted to the Court, and was overruled, and thereupon the said defendant refused to plead further in said cause.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's attorney, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, and files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is, awarded an absolute divorce.

Done in open Court this 4th day of May, A. D. 1949.

Albert H Featherstone
District Judge

Entered, Docketed and Filed
MAY 4 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

COUNTY OF CHOUTEAU } ss

I do hereby certify that the foregoing is a true and correct copy of the original Decree on file in my office.

Dated at Fort Benton, Montana, this 4th day of May 1949

ANNA K. BATTICK

Clerk of the District Court for Chouteau County, Montana

By Betty Burster Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO
IN AND FOR THE COUNTY OF SHOSHONE

RALPH H. BAKIE, Plaintiff, -vs- IRENE BAKIE, Defendant.	No. 10764 D E C R E E

This cause came on regularly to be heard this 5th day of May, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court. The defendant appeared in person and by her attorney, Lester S. Harrison, and the plaintiff did not appear. It appeared that the plaintiff had originally instituted said action and that the defendant had appeared by Answer and Cross Complaint, and that the same was duly served upon the plaintiff as by law provided, and that the plaintiff had failed to appear and plead to said Answer and Cross Complaint within the time by law provided and that on account of his failure to so appear and plead, his default had been duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the defendant in support of the allegations contained in her Answer and Cross Complaint, and, after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court, after having considered the aforesaid testimony, together with all the papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore and now existing between the plaintiff, Ralph H. Bakie, and the defendant, Irene Bakie, be and the same are hereby absolutely dissolved, and the defendant be, and she hereby is, awarded an absolute divorce from the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant, Irene Bakie, be, and she hereby is, awarded her former name of Irene Covey.

Done in open Court this 5th day of May, 1949.

/s/ ALBERT H. FEATHERSTONE
District Judge

A TRUE COPY:

Albert H. Featherstone
District Judge

Entered, Docketed and Filed
MAY 5 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO }
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, 5th day of May 1949

ANNA K. BATTICK
Clerk of the District Court of the
First Judicial District of the State of Idaho
in and for Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

ELIZABETH CLEARWATER,
Plaintiff,
vs.
ROBERT CLEARWATER,
Defendant.

No. 10768

D E C R E E

This matter coming regularly on to be heard on this 5th day of ~~April~~ May, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. The plaintiff appearing in person and being represented by her attorney, Sennett S. Taylor, the defendant did not appear, his default having heretofore duly and regularly entered herein by reason of his failure to answer or otherwise plead to plaintiff's complaint within the time allowed him by law for so doing.

WHEREUPON, witnesses were duly called, sworn and examined on behalf of the plaintiff and the court having heard and considered such testimony and being advised in the premises and having heretofore made and entered herein it's findings of fact and conclusions of law;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be, and they hereby are, dissolved and that plaintiff be, and she hereby is, awarded an absolute divorce from defendant.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the care, control and custody of David Clearwater, minor child of plaintiff and defenant be, and it hereby is, awarded to the plaintiff.

DATED this 5th day of ~~April~~ May, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
MAY 5 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 5th day of May 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

ALMA V. DAHLBERG,

Plaintiff,

vs.

FRITZ C. DAHLBERG,

Defendant.

No. 10778

D E C R E E E

This cause came on regularly to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, at Wallace, Idaho, on the 5th day of May, 1949. The plaintiff appeared in person and by her attorney, Dale Austin, and there was no appearance by or on behalf of the defendant.

It appeared to the satisfaction of the Court from the records and files herein that the defendant had been duly and regularly served with process in the County of Butte, State of South Dakota, and has failed to enter an appearance herein in any form and that his default was duly and regularly entered herein.

Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint, and the Court being fully advised in the premises made and entered herein its Findings of Fact and Conclusions of Law.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony heretofore existing between the plaintiff, ALMA V. DAHLBERG, and the defendant, FRITZ C. DAHLBERG, be, and the same are hereby dissolved, set aside and held for naught, and the plaintiff is hereby granted an

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

absolute divorce from the defendant.

2. That the plaintiff have the absolute, sole and permanent custody of the minor child of plaintiff and defendant, to-wit, Kenneth Dahlberg.

Dated this 5th day of May, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
MAY 5 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO } SS
COUNTY OF SHOSHONE }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 5th day of May 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court
Shoshone County, Idaho
By Betty Burster
Deputy

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

JAMES S. BAKER,

Plaintiff,

-vs-

SOPHIA SARAH BAKER,

Defendant.

NO. 10798

D E C R E E E

This cause came regularly on to be heard this 6th day of May, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon the Complaint of the plaintiff and the Demurrer of the defendant; the plaintiff appeared in person and was represented by his attorney, T. P. Wormward, and the defendant appeared by her attorney, Mr. John J. Peacock, and through her attorney interposed a Demurrer for and on the part of the defendant to the Complaint of the plaintiff, after which the same was duly submitted to the Court, and was overruled, and thereupon the said defendant refused to plead further in said cause.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his Complaint and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's attorney, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, and files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and he hereby is, awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That title to the community real and personal property, which has been heretofore conveyed by the plaintiff to the defendant, and title to which is hereby affirmed in the defendant, and the plaintiff is forever barred and enjoined from claiming any right, title or interest therein, is described as follows, to-wit:

> Lot numbered One (1) in Block numbered Two (2) of Smelterville, according to the official plat of said Smelterville filed in the orffice of the County Recorder in and for the County of Shoshone, State of Idaho. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof, including all furniture and fixtures, mechancial electrical appliances and household goods belonging to the parties hereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That title to the Ford, 2-door sedan and tools heretofore conveyed is hereby affirmed in the plaintiff, and the defendant is forever barred and enjoined from claiming any right, title or interest therein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be, and he is hereby directed to pay to the defendant for her permanent support and maintenance the sum of Fifty Dollars per month.

Done in open Court this 6th day of May, A. D. 1949.

Albert H Featherston
District Judge

Entered, Docketed and Filed
MAY 6 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 6th day of May 1949

ANNA K. BATTICK

Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

ARCHIE P. DAVIS, Plaintiff,

vs.

JEAN DAVIS, Defendant.

No. 10818

D E C R E E

This cause having come on regularly to be heard this 10th day of May, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court and the plaintiff appearing in person and through his attorney, Sennett S. Taylor, and the defendant appearing by her attorney, Eugene F. McCann, and having entered a demurrer, saiddemurrer being over ruled by the court, and the defendant thereupon having refused in open court to further appear or plead and the court having entered defendant's default, witnesses having been sworn and examined and the court being now fully advised in the premises,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be, and they hereby are, dissolved and the plaintiff be, and he hereby is, awarded an absolute divorce from the defendant.

Done in open court this 10th day of May, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
May 10 1949
Anna K Battick
Clerk District Court

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 10 day of May 1949

Anna K Pattick

Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By _____
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

LEE HULL,
Plaintiff,
vs.
SHERMAN HULL,
Defendant.

No. 10724

D E C R E E

This matter came regularly on to be heard this 11th day of February, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court and the plaintiff appearing in person and being represented by her attorney, Sennett S. Taylor. The defendant did not appear and was not represented by counsel. And it appearing from the records and files herein that summons was personally served on the defendant and that thereafter, to-wit, on the 11th day of February, 1949, his default was duly and regularly filed herein by reason of his failure to sanswer or otherwise plead to plaintiff's complaint within the time allowed him for so doing.

WHEREUPON, witnesses were duly called, sworn and examined and the court now having heard their testimony and being advised in the premises and the law in said matter and having heretofore made and entered herein its Findings of Fact and Conclusions of Law,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be, and they hereby are, dissolved and that the plaintiff be, and she hereby is, awarded and absolute decree of divorce from the defendant.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff's former name, Lee Anderson, be, and it hereby is, restored to her.

Dated February 11th, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
MAY 17 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

...SO
...T OF SHOSHONE } SS

I do hereby certify ... the ... copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 17th day of May 49

ANNA K. BATTICK
...strict
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

CLYDE H. YORK,

Plaintiff,

-vs-

DORA A. YORK,

Defendant.

NO. 10803

D E C R E E

This cause came on regularly to be heard this 13th day of May, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon the verified complaint of the plaintiff herein taken as confessed by the defendant for failure to appear and answer to the said verified complaint of plaintiff on file herein. Albert J. Graf appeared as attorney for plaintiff, and defendant did not appear. It appeared to the above entitled Court that the defendant was duly served with process and that said service was duly made by personal service, and the defendant's default for not appearing, answering or in anywise pleading in said cause was duly and regularly entered;

WHEREUPON, The Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his complaint, and after having heard the same, the testimony was closed;

WHEREUPON, The Court, considering the aforesaid testimony of plaintiff and his witnesses, together with all papers, records, files and documents herein, and having heretofore made and entered its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff, Clyde H. York, and the defendant, Dora A. York, be, and they hereby are, dissolved, and that the plaintiff be, and he hereby is, granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be, and he hereby is, awarded the care, custody and control of the minor child of plaintiff and defendant, to-wit: Ronald York, age sixteen (16) years, reserving unto the defendant the right to visit and to have with her the said minor child at any time that is reasonable and agreeable.

Dated this 13th day of May, A. D. 1949.

ALBERT H. FEATHERSTONE
District Judge

A TRUE COPY:
Anna K. Battick
Clerk of District Court

By _____

Entered, Docketed and Filed
MAY 13 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, 13th May 49

ANNA K. BATTICK
Clerk District Court
Fifth Judicial District
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

TALITHA BIRDINE HOFFLER,
Plaintiff,
-vs-
MARVIN EUGENE HOFFLER,
Defendant.

No. 10710

D E C R E E

This cause came regularly on to be heard this 13th day of May, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and the defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is awarded an absolute divorce from

the defendant, on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That defendant herein pay the amount of $125.00 to plaintiff as reasonable attorney's fees for the prosecution of this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff's maiden name of Talitha Birdine Frink be, and the same is hereby restored to her.

Done in open Court this 13th day of May, A. D. 1949.

Albert W Featherston
District Judge

Entered, Docketed and Filed
MAY 13 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true and correct copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 13th day of May 1949

ANNA K. BATTICK
Clerk of the District Court
for Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

ALICE RANTANEN,
Plaintiff,
vs.
HARVEY RANTANEN,
Defendant.

No. 10785

D E C R E E

This matter coming regularly on to be heard this 13th day of May, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court and the plaintiff being present and being represented by her attorney, T. P. Wormward, and the defendant being represented by his attorney, Sennett S. Taylor.

WHEREUPON, witnesses were called, sworn and examined and the court having heard their testimony and being now fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that defendant be, and this does hereby order him to pay to plaintiff the sum of $43.90, said sum awarded to plaintiff as support money during the pendency of this action;

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, the defendant, and he is hereby ordered to pay to Hutton's Department Store of Kellogg, Idaho, the next six installment payments on that certain refrigerator purchased by plaintiff and defendant from said store;

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that defendant, and he is hereby ordered to pay all hospital, medical and doctor bills occasioned by the birth of a child to be born to plaintiff or or about the month of June, 1949;

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that defendant, and he is hereby ordered to pay to plaintiff as support money for said child the sum of $35.00 during the month said child is born and thereafter on or before the 1st day of each and every month until further order of this court or until said child attains the age of majority;

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that custody, care and control of said child be vested in the plaintiff with the right awarded the defendant to visit and see said child at all reasonable times and places; AND

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between plaintiff and defendant, be and they hereby are, dissolved and that plaintiff be, and she hereby is, awarded an absolute divorce from the defendant.

DATED this 13th day of May, 1949.

Entered, Docketed and Filed
MAY 13 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

ALBERT H. FEATHERSTONE
District Judge.

STATE OF IDAHO, ss
I do hereby certify that the foregoing is a true
copy of the original Decree
on file in my office.
Dated at Wallace, Idaho, this 13th May 19 49
ANNA K. BATTICK
Clerk
Shoshone County, Idaho
By Betty Burster
Deputy

6557

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

FREDERICK W. THERIAULT,)
Plaintiff,)
vs.) No. 10822
) D E C R E E
VERNICE THERIAULT,)
Defendant.)

- - - - -

This cause came regularly on to be heard on the 14th day of May, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. The plaintiff was represented by his attorney, Chas. E. Horning. The defendant was represented by her attorneys, Keane & McCann.

WHEREUPON, witnesses were duly called, sworn and examined on behalf of the plaintiff, and the court having considered the testimony of said witnesses, and being now fully advised in the premises, and having heretofore made and entered herein its Findings of Fact and Conclusions of Law,

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be, and they hereby are dissolved and that the plaintiff be, and he hereby is granted an absolute divorce from the defendant upon the ground of extreme cruelty.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement heretofore made between plaintiff and defendant, as set out in the court's Findings of Fact herein, be, and the same hereby is ratified and approved.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the custody of David Harold Theriault, the minor child of plaintiff and defendant, be, and it hereby is awarded to the plaintiff and that the plaintiff be, and he hereby is given the privilege, at his option, of placing said child in the care of plaintiff's parents, Harold Theriault and Frances Theriault, at their home in the City of Deer Lodge, Montana, or at such other place at which the plaintiff's said parents may from time to time reside; but the defendant be, and she hereby is given the privilege of visiting said child at any and all reasonable times.

DATED May 14, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
MAY 14 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO)
COUNTY OF SHOSHONE) ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 14th day of May 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

ESTHER V. ANDERSON,
Plaintiff,
vs.
KAARLO E. ANDERSON,
Defendant.

No. 10806

D E C R E E

- - -

This cause coming on regularly to be heard before me, the undersigned Judge of the above entitled court, plaintiff appearing in person and through her attorneys of record and with her witnesses and the defendant appearing not and it appearing from the records and files that said defendant was duly and regularly served with summons in the manner provided by law and that the time within which the said could appear or plead has heretofore expired and the default of the said defendant has been entered, witnesses having been called, sworn and examined on behalf of the plaintiff and the court being fully advised in the premises,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony heretofore and now existing between plaintiff and defendant be and they are hereby dissolved and plaintiff is awarded a decree of absolute divorce from the said defendant on the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that plaintiff be and she is hereby given the sole care, custody and control of Yvonne, Kaarlene and Clifford Anderson, the minor children of plaintiff

and defendant, reserving, however, to the defendant the right to visit said minor children at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that plaintiff be and she is hereby given as her sole and separate property Lots 5 and 6 of the Phillip DeLange Tract in Shoshone County, Idaho, according to the official and recorded plat thereof in the office of the County Recorder of said county and state, and that plaintiff also have as her sole and separate property all of the household furniture and fixtures.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the defendant have as his sole and separate property, free and clear of any claim of plaintiff, a certain 1934 Dodge panel truck and all of the said defendant's clothing and personal belongings.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the defendant pay to the Clerk of the above entitled court, for the benefit of plaintiff, the sum of $100.00 each month for the care, maintenance and support of the three minor children of plaintiff and defendant and that such first payment of $100.00 be made on or before May 26, 1949.

Done in open court this 17th day of May, 1949.

Entered, Docketed and Filed
MAY 17 1949
Anna K. Battick Clerk District Court
By Betty Burster Deputy

ALBERT H. FEATHERSTONE
District Judge

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 17th day of May 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

TRILLA MARIE McENDREE,
Plaintiff,
-vs-
CAMERON CLYDE McENDREE,
Defendant.

NO. 10781

D E C R E E

This cause came on regularly to be heard on this 23rd day of May, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon the verified complaint of the plaintiff herein, taken as confessed by the defendant for failure to appear and answer to the said verified complaint of the plaintiff on file herein. Albert J. Graf appeared as attorney for plaintiff, and defendant did not appear. It appeared to the above entitled Court that the defendant was duly served with process and that said service was duly made by personal service, and the defendant's default for not appearing, answering or in anywise pleading in said cause was duly and regularly entered;

WHEREUPON, The Court proceeded to examine the records and files in said action and to hear the evidence submitted in the part of the plaintiff in support of the allegations of her complaint, and after having heard the same, the testimony was closed;

WHEREUPON, The Court, considering the aforesaid testimony of plaintiff and her witnesses, together with all papers, records, files and documents herein, and having heretofore made and entered its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff, Trilla Marie McEndree, and

the defendant, Cameron Clyde McEndree, be, and they hereby are, dissolved, and that the plaintiff be, and she hereby is, granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff have restored to her, her maiden name, to-wit: Trilla Marie Simpson.

Dated this 23rd day of May, A. D. 1949.

ALBERT H. FEATHERSTONE
District Judge

A TRUE COPY:
Anna K. Battick
Clerk of District Court

By _____
Deputy

Entered, Docketed and Filed
MAY 23 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 23rd day of May 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

EDITH COPPER,)
Plaintiff,) No. 10837
vs.) D E C R E E
KAY COPPER,)
Defendant.)

This matter case regularly on to be heard on the 25TH day of May, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. The plaintiff appeared in person and was represented by her counsel, Sennett S. Taylor, the defendant being represented by his counsel, Eugene F. McCann. And it appearing that said defendant appeared in said action by demurrer and that said demurrer has been overruled, and the defendant thereupon having refused in open court to further appear or plead and the court having entered defendant's default and;

WHEREUPON, witnesses were called, sworn and examined and the court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and they hereby are, dissolved and the plaintiff be, and she hereby is, awarded an absolute divorce from defendant.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the care, custody and control of Kay Ronne Copper, minor child of plaintiff and defendant, be, and it hereby is, awarded to plaintiff with the right awarded defendant to see and visit said child at all reasonable times and places.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff be awarded as her share of the community property

of plaintiff and defendant's the following items, to-wit: One Bed Room Set, One Pressure Cooker and One Roaster and One Kirby Vacuum Cleaner.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that defendant pay to plaintiff toward the care, support and welfare of said minor child the sum of $35.00 the first day of June, 1949, and on or before the 1st day of each and every month thereafter until the majority of said child.

DATED this 25th day of May, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
MAY 25 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF OKLAHOMA } ss.
BEOSHOTT }

I do hereby certify that the foregoing is a true
Decree
on file in my office.
Dated at Watonga, Okla., 25th May 49

ANNA K. BATTICK
Court Clerk

By Betty Burster

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - - - - - - - -

MARGARET KINDSVATER,
Plaintiff,
-vs-
JACOB KINDSVATER,
Defendant.

10843 (COPY)

D E C R E E

This cause came regularly on to be heard this 26th day of May, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon the Complaint of the plaintiff and the Demurrer of the defendant; the plaintiff appeared in person and was represented by her attorney, Mr. T. P. Wormward; the defendant appeared by his attorney, Mr. Dale Austin, and through his attorney interposed a Demurrer for and on the part of the defendant to the Complaint of the plaintiff, after which the same was duly submitted to the Court, and was overruled, and thereupon the said defendant refused to plead further in said cause. The Court then made and entered an Order overruling said Demurrer, and the default of the defendant was entered for his failure to plead further in said cause.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's attorney, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, and files and documents herein, and the parties hereto having waived the entry of Findings of Fact and the

Conclusions of Law, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant, be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is, awarded an absolute divorce from the defendant.

Done in open Court this 26th day of May, A. D. 1949.

Albert H Featherston
District Judge

Entered, Docketed and Filed
MAY 26 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 26th day of May 19 49

ANNA K. BATTICK

Clerk of the District Court
First Judicial District of the State of Idaho
in and for Shoshone County, Idaho

By Betty Burster
Deputy

6562

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

DOROTHY BAINTER,

Plaintiff,

vs.

JEROLD BAINTER,

Defendant.

No. 10810

D E C R E E

This cause came on regularly for trial on this 26th day of May, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, at Wallace, Idaho. The plaintiff appeared in person and by her attorney, Mr. James G. Towles, and the defendant appeared not, the defendant having been regularly served with process according to law and having failed to appear and plead to plaintiffs' complaint within the time allowed by law or at all, the default of the defendant was duly entered in the premises. Witnesses were duly called, sworn, and examined on behalf of the plaintiff, and the court, having heard and considered the testimony of said witnesses and being now fully advised in the premises, and having heretofore made and entered herein its Findings of Fact and Conclusions of Law,

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the plaintiff, Dorothy Bainter, and the defendant, Jerold Bainter, be and they are hereby dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff have the care, custody and control of Larry James Bainter and Bonnie Carol Bainter, the minor children of the plaintiff and defendant, but that the defendant shall have the right to visit the said children at all reasonable times and places.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay to the plaintiff the sum of $80.00 per month as and for the support and maintenance of the said children of the said marriage, beginning on the 15th day of June, 1949, and continuing in monthly installments on said day each and every month thereafter.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff have the household goods and furniture located at the Hainter Place on Big Creek in the County of Shoshone, State of Idaho; that the defendant have the house and all other property located at the said Hainter Place on Big Creek and on land leased from the Silver Syndicate Mining Company, in Shoshone County, State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay to the plaintiff the sum of $125.00 as attorney's fees herein plus the costs of suit of this action.

Dated at Wallace, County of Shoshone, State of Idaho this 26 day of May, 1949.

Albert J. Featherstone
District Judge.

THIS IS A TRUE COPY

District Judge

Entered, Docketed and Filed
MAY 26 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO)
COUNTY OF SHOSHONE) ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 26th day of May 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District of Idaho
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO.

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF SHOSHONE.

STANLEY BROCKWAY, and CLARA BROCKWAY, his wife, Plaintiffs, vs. CLEON G. EVANS, and CAROLE M. EVANS, his wife Defendants.	No. 10830 DECREE

This cause came on regularly for trial on this 23rd day of May, 1949, before the Honorable Albert H. Featherstone, Judge of the above-entitled Court, at Wallace, Idaho, pursuant to stipulation of the attorneys for the plaintiff and defendant, filed and entered herein. The plaintiffs appeared in person and by their attorney, Mr. James G. Towles, and Mr. Herman J. Rossi appeared as attorney for the defendants, the defendants having been regularly served with process and having filed a Demurrer to the plaintiffs' Complaint on file herein and said Demurrer having been overruled and defendants having refused to plead further, the default of the defendants was duly entered in the premises. Witnesses were duly called, sworn, and examined on behalf of the plaintiffs, and the Court, having heard and considered the testimony of said witnesses and being now fully advised in the premises, and having heretofore made and entered its Findings of Fact and Conclusions of Law,

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the said marriage between the defendant, Cleon G. Evans, and the defendant Carole M. Evans be and the same is hereby declared to be wholly null and void from the date of this judgment, and the said parties thereto are and each of them is freed from the obligations thereof.

Dated this 26 day of May, 1949, at Wallace, Idaho.

/s/ Albert H. Featherstone
District Judge.

THIS IS A TRUE COPY
Albert H. Featherstone
District Judge

ENTERED, DOCKETED AND FILED
MAY 26 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 26th day of May 19 49

ANNA K. BATTICK

Clerk of the District Court
First Judicial District of Idaho
Shoshone County

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

BONNIE THRASHER,
Plaintiff,
vs.
HENRY B. THRASHER,
Defendant.

No. 10808

DECREE OF DIVORCE

The above entitled action came on regularly to be heard by the Court sitting without a jury on the 26th day of May, 1949, plaintiff appearing in person and by her attorney, Dale Austin, and the defendant not appearing either in person or by an attorney;

Upon said hearing and it appearing to the satisfaction of the Court from the records and files herein that the defendant had been duly and regularly served with process at Columbia Falls, State of Montana, and has failed to enter an appearance herein in any form and that his default was duly and regularly entered herein.

Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint, and the Court being fully advised in the premises made and entered herein its Findings of Fact and Conclusions of Law.

NOW, THEREFORE, By virtue of the premises and in accordance with said Findings of Fact and Conclusions of Law

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony heretofore existing between the plaintiff, BONNIE THRASHER, and the defendant, HENRY B.

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

THRASHER, be, and the same are hereby dissolved, set aside and held for naught, and the plaintiff is hereby granted an absolute divorce from the defendant.

2. That the plaintiff have the absolute, sole and permanent custody of said minor child, to-wit, Richard Dennis.

3. The defendant pay to the plaintiff the sum of Thirty Dollars ($30.00) per month for the maintenance, support and education of said minor child.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
MAY 26 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 26th day of May 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

VERLIE J. DAWSON, Plaintiff, vs. CORRY W. DAWSON, Defendant.	No. 10815 D E C R E E

This cause came on regularly for trial on this 31st day of May, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court at Wallace, Idaho. The plaintiff appeared in person and by her attorney, Mr. James G. Towles, and the defendant appeared not, the defendant having been regularly served with process according to law and having failed to appear and plead to plaintiffs' complaint within the time allowed by law or at all, the default of the defendant was duly entered in the premises. Witnesses were duly called, sworn, and examined on behalf of the plaintiff, and the court, having heard and considered the testimony of said witnesses and being now fully advised in the premises, and having heretofore made and entered herein its Findings of Fact and Conclusions of Law,

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the p plaintiff, Verlie J. Dawson, and the defendant, Corry W. Dawson, be and they are hereby dissolved.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff have the care custody, and control of James William Dawson, the minor child of the plaintiff and defendant, subject, however, to the right in the defendant to visit the said child at all reasonable times and places.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the defendant pay to the plaintiff the sum of $50.00 per month as and for the support and maintenance of the said child of the said marriage, beginning on the first day of June, 1949, and continuing in monthly installments on said day each and every month thereafter.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the property settlement agreement made and entered into between the parties hereto on the 10th day of May, 1949, be and the same is hereby confirmed, said agreement being on file in this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the defendant pay to the plaintiff the sum of $125.00 as and for attorney's fees, plus the costs herein.

Dated at Wallace, Idaho this 31st day of May, 1949.

(signed) Albert H. Featherstone
District Judge.

Entered, Docketed and Filed
MAY 31 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

THIS IS A TRUE COPY
Albert H Featherstone

STATE OF IDAHO } SS
COUNTY OF SHOSHONE }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 31st day of May 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

(COPY)

6566

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
OF IDAHO, IN AND FOR THE COUNTY OF TETON

GOLDA D. BUCKLEY, Plaintiff, vs. JAMES W. BUCKLEY, Defendant.	D E C R E E

This cause came on regularly for hearing at Idaho Falls, Idaho, this 6th day of May, 1949, before the Honorable Henry S. Martin, Judge of the Ninth Judicial District of Idaho, in and for the county of Teton, at Chambers and sitting without a jury, the plaintiff and her witness being present in Court and represented by S. H. Atchley, her attorney, of Driggs, Idaho, and the defendant being neither present in Court nor represented by counsel, and the said defendant's default having been duly and regularly entered herein, as permitted by law, and the complaint of the plaintiff taken as confessed, the Court proceeded to hear the evidence submitted on the part of plaintiff in support of the allegations contained in her complaint;

The plaintiff and her witness were duly sworn and examined touching the averments contained in said complaint, and the Court finds from the testimony that the allegations in said complaint contained are true and are sustained by the evidence, free from all exceptions and objections as to its relevancy, competency and materiality; that the plaintiff herein is entitled to a divorce upon the ground of extreme cruelty as prayed for in her said complaint.

Whereupon, the testimony having been concluded, the case was submitted to the Court for final determination, and the Court being fully advised in the premises;

It is Ordered, Adjudged and Decreed, that the bonds of matrimony heretofore and now existing between the plaintiff and defendant, Golda D. Buckley and James W. Buckley, be, and the same are hereby, dissolved absolutely.

It is further ordered, adjudged and decreed that there is no community property belonging to said plaintiff and defendant except a 1936 De Soto sedan car, title to which is hereby awarded to the plaintiff.

Further, it is hereby decreed that the defendant James W. Buckley is not entitled to a stay of proceedings by reason of the Soldiers' and Sailors' Civil Relief Act, as shown by the verified complaint on file herein; that said complaint shows that the defendant is in civilian life doing odd jobs.

Also, it is hereby decreed that the plaintiff Golda D, Buckley and the defendant James W. Buckley are not blessed with any children the issue of said marriage; that they have no adopted children as a result of said marriage.

Done at Idaho Falls, Idaho, May 6, 1949.

Henry S. Martin

District Judge

6567

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

GAIL A. TAYLOR,

Plaintiff,

vs.

RALPH TAYLOR,

Defendant.

DECREE OF DIVORCE.

DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of ... State of Idaho
Filed MAY 2 - 1949
Entered MAY 2 1949

The above entitled action came on regularly for hearing before the Court on the 22 day of April, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn & Rayborn, and the defendant having failed, refused and neglected to appear in said action either in person or by attorney; and it satisfactorily appearing to the Court that due service of Summons and complaint in said action has been made upon the defendant, and the default of said defendant having been heretoduly entered;

And evidence having been adduced on behalf of the plaintiff in support of her complaint, and the matter having been fully submitted to the Court for decision. The Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations in plaintiff's complaint are true and that the plaintiff is entitled to a Decree of Divorce from the defendant.

The Court further finds that the property settlement Agreement entered into between the parties hereto, which was introduced in evidence as Plaintiff's Exhibit"A" is fair and equitable to both parties and same is by the Court approved and made a part of this Decree of Divorce.

NOW THEREFORE, On Motion of Rayborn & Rayborn, attorneys for the plaintiff, it is hereby ORDERED, ADJUDGED AND DECREED as follows;

1. That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be and the same are hereby dissolved, and the parties forever freed from the obligations thereof.

2. It is further ordered, that the property settlement agreement herein marked plaintiff's Exhibit "A" be and same is hereby made a part of this Decree of Divorce, and the same is hereby approved and confirmed.

3. It is further Ordered, that the plaintiff is hereby awarded the care, custody and control of MICHAEL TAYLOR, three years of age, the minor son of the plaintiff and defendant.

It is further Ordered, that the plaintiff is to have the rent from the home located in Twin Falls, Idaho, as is described and set out in the property settlement agreement and in addition thereto, the defendant is to pay to the plaintiff the sum of $15.00 per month. And further if the said home is vacant and not rented, then the defendant is to pay to the plaintiff the sum of $50.00 per month, on the 1st day of each and every month and this agreement to be effective as of May 1, 1949.

Said payments being for the support and maintenance of the minor child, Michael Taylor,.

Dated this 29th day of April, 1949.

Hugh A Baker
District Judge.

E A Bullock
Clerk

Deputy

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made and entered into this 14th day of April, 1949, by and between GAIL A. TAYLOR, the party of the first part, and RALPH TAYLOR, the party of the second part, WITNESSETH:

WHEREAS, Difficulties have arisen between the parties hereto which make it impossible for them to live together in peace and harmony as man and wife; and

WHEREAS, The parties desire to settle and compromise their differences in regard to property rights, alimony, maintenance and support money; and

WHEREAS, The said parties have accumulated certain community property since their marriage to each other;

NOW, THEREFORE, It is understood and agreed by and between the parties hereto that the home, which is described as follows, to-wit:

> That part of Lot 6 of Pearson's Subdivision, in Twin Falls County, Idaho, described as follows: Beginning at a point on the east line of said lot, which is 121½ feet north of the southeast corner thereof, running thence west along a line parallel with the south line of said lot to the west line thereof; running thence north along said west line a distance of 46½ feet to a point; running thence east along a line parallel with said south line thereof to said east line thereof; running thence south along said east line thereof a distance of 46½ feet to the place of beginning.

shall remain the property of both parties, unless or until such time as same might be sold. If and when said property is sold, the party of the first part, Gail A. Taylor, is to receive the sum of $1,200.00 of the sale price thereof. First part agrees to execute a warranty deed at any time second party desires to sell such property, or execute and deliver a deed conveying said property to second party upon payment by him to first party of the sum of $1,200.00.

Until such time as the property may be sold, it is agreed between the parties hereto that the party of the first part is to have the rent from said property, and, in addition thereto, second party will pay to the first party the sum of $15.00 per month. In the event said property shall be vacant, it is agreed that second party will pay to the first party the sum of $50.00 per month during any time that the property is vacant.

It being understood and agreed between the parties that the above-mentioned payments are to be for the support and maintenance of the minor child of the parties hereto, Michael Taylor, three years of age. Said payments will continue in the event said house is sold, that is, party of the second part is to pay to the first party the sum of $50.00 per month for the support and maintenance of said minor child.

It is further understood and agrsed that the parties hereto have an interest in the following property:

> Lot Two (2), Block Fifty-four (54), of the Town (now City) of Astoria, as laid out and recorded by John McClure and later extended by Cyrus Olney, in the City of Astoria, Clatsop County, Oregon.

That there is owing to Mrs. Laurel Howard, the mother of the party of the first part, the sum of $300.00. The parties hereto have executed and will deliver a deed to Mrs. Laurel Howard, and in the event party of the second part should wish to repay the said sum of $300.00 to said Mrs. Laurel Howard, he may do so and become the sole owner of all interest in and to said property.

It is further understood and agreed that the following-described personal property:

> One bedroom set, front room set (davenport and chair), radio, dishes, household utensils, refrigerator, bedding and linens.

shall be the sole and separate property of the first party hereto. Part of said personal property is now in Nevada and is to be de-

livered to first party by the second party. First party assumes and agrees to pay balance of purchase price of said refrigerator.

It is further understood and agreed that the party of the first part is to have the care, custody and control of Michael Taylor, three years of age, the minor child of the parties hereto, and the party of the second part is to make the payment of $50.00 per month for maintenance and support, as hereinbefore set out. It is further understood and agreed that the first party shall have the custody of said minor child and the second party shall have the right to visit said minor child at reasonable times and hours.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals this 14th day of April, 1949.

Gail A. Taylor
(Party of the first part)

Ralph Taylor
(Party of the second part)

STATE OF IDAHO)
: ss.
County of Twin Falls)

On this 14th day of April, 1949, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared GAIL A. TAYLOR and RALPH TAYLOR, known to me to be the persons whose names are subscribed to the foregoing property settlement agreement, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

E. E. Hoy
Notary Public for Idaho
Residing at Twin Falls, Idaho

(SEAL)

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

JOHN LIGHT,
Plaintiff,
vs
EDITH I. LIGHT,
Defendant.

DECREE OF DIVORCE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED MAY 18 1949
Entered MAY 18 1949

This cause came on regularly to be heard before the undersigned District Judge, at Twin Falls, County of Twin Falls, State of Idaho, on Friday, the 6th day of May, A. D. 1949, the plaintiff appearing in person and by his attorney, Lawrence B. Quinn, and the defendant having been heretofore served with due and legal process herein, and having refused to plead further herein, the Court thereupon ORDERED that the default of said defendant be entered herein; and the matter coming on for hearing on plaintiff's Complaint;

WHEREUPON, Witnesses on the part of the plaintiff were duly called, regularly sworn and examined, in support of the allegations contained in plaintiff's Complaint, and it satisfactorily appearing to the Court from the evidence in the case that the plaintiff and defendant are husband and wife; that plaintiff is a bona fide resident of the State of Idaho and has been such for six weeks preceding the filing of his Complaint herein, and that all of the material averments of plaintiff's Complaint are sustained by testimony free from legal exceptions as to its competency, admissibility and sufficiency and that the matters so averred and alleged in said Complaint on behalf of the plaintiff are sufficient in law to entitle plaintiff to a judgment and decree of divorce against the defendant; and the Court being fully advised in the premises, both as to the law and the facts; and findings of fact and conclusions of law having been, as a

matter of law, waived:

IT IS ORDERED, ADJUDGED and DECREED, That by virtue of the power and authority in this Court vested and in pursuance of the statutes in such cases made and provided, the bonds of matrimony existing between the plaintiff, John Light and the defendant, Edith I. Light, be and the same hereby are dissolved absolutely, and that the said plaintiff and the said defendant are, and each of them is, hereby freed and absolutely released from the bonds of matrimony, and from all of the obligations and disabilities thereof, and hereby restored to the status of a single or unmarried person.

Done at Twin Falls, Idaho, this 18th day of May, A.D. 1949.

/s/ Hugh A. Baker
District Judge

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the [illegible] entered in the District Court.

C. A. Bullen
Clerk of the District Court
Irene C. Nielsen
Deputy

6569

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

MACIE DOSS,

Plaintiff,

vs.

ROBERT B. DOSS,

Defendant.

DECREE OF DIVORCE.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED MAY 10 1949
C. A. Bulles Clerk
Irene C. Nielsen Deputy Clerk
Entered MAY 10 1949

The above entitled action came on regularly for hearing before the Court on this 10th day of May, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn & Rayborn , and the defendant appearing not, either in person or by attorney; and it satisfactorily appearing to the Court that due service of Summons and Complaint in said action has been made upon the defendant, and the defendant has failed and refused to appear and answer or otherwise plead to said to said complaint, and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired, and the default of the said defendant having been heretofore duly entered; and evidence having been adduced on behalf of the plaintiff in support of her complaint and the matter having been fully submitted to the Court for decision, the Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations in plaintiff's complaint are true and that the said defendant has been guilty of extreme cruelty, and is entitled to a Decree of Divorce from the defendant. That the plaintiff is entitled to have her sole and separate property decreed to her; and is entitled to be restored to her former name of Macie Turner.

NOW, THEREFORE, On Motion of Rayborn & Rayborn, attorneys for the plaintiff, it is Hereby ORDERED, ADJUDGED AND DECREED, as follows;

1. That the bonds of matrimony heretofore and now existing between the plaintiff and the defendant be and the same are hereby dissolved, and the parties forever freed from the obligations thereof.

2. Plaintiff is awarded as her sole and separate property the following;

The Southeast Half of Lot Four (SE¼ 4) and Lot Five (5)in Block Twenty-three (23), Twin Falls Original Townsite, Twin Falls County, Idaho, Together with all household and kitchen furniture located therein.

A shoe repair shop and equipement, located at 148 Main Avenue South, in the basement of what is known as Hudson & Clarks Shoe Store, in Twin Falls, Idaho.

Your Shoe Service, located at 142 Second Avenue South, in Twin Falls, Idaho.

One 1942 Ponatic, five passenger Sedan Automobile.

3. Plaintiff is hereby restored to her former name of MACIE TURNER.

Dated this 10th day of May, 1949.

Kales E. Lowe
District Judge.

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bullock
Clerk of the Dist. Court
Irene C. Nielsen
Deputy

X

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

NORMA HALVERSON,

Plaintiff,

vs.

HAROLD S. HALVERSON,

Defendant.

13851

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
MAY 13 1949
C. A. Bullen Clerk
By Irene C. Nielsen Deputy Clerk

DECREE OF DIVORCE.

Entered MAY 13 1949

The above entitled action came on regularly for hearing before the Court on this 13th day of May, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn & Rayborn, and the defendant appearing not, either in person or by attorney; and it satisfactorily appearing to the Court that due service of Summons and Complaint in said action has been made upon the defendant, and the defendant has failed and refused to appear and answer or otherwise plead to said complaint, and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired and the default of said defendant having been heretofore duly entered, by the Clerk of the above entitled Court according to law;

Thereupon evidence was introduced and admitted from which it appears that each and all of the material allegations of plaintiff's Complaint have been established by competent evidence and the allegations of plaintiff's complaint as to her residence have been duly corroborated by competent testimony;

And the Court being fully advised in the premises, on Motion of attorneys for plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED, as follows, to-wit:

1. That the bonds of matrimony heretofore existing between the plaintiff Norma Halverson, and the defendant Harold S. Halverson, be and they are hereby dissolved and the parties hereto restored to the status of unmarried persons.

2. Plaintiff is hereby awarded the care, custody and control of the minor child, HARVEY HALVERSON, six years of age; and defendant is given the privledge of visiting said child at reasonable times.

3. Defendant is hereby Ordered to pay to the plaintiff the sum of $25.00 per month, for the support and maintenance of said minor child. Said payments to be made on the first day of each and every month.

4. Plaintiff is hereby awarded as her sole and separate property, one 1937 Chevrolet Automobile and all household and kitchen furniture now in her possession.

Dated this 13th day of May, 1949.

Kales E. Lowe
District Judge

State of Idaho)
County of [illegible]) ss

I hereby certify the [illegible] and correct
copy of the [illegible] action.

C. A. Bullen
Clerk [illegible] Court
Irene C. Nielsen
Deputy

IN THE DISTRICT COURT
OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF TWIN FALLS

--:--

#13855
DISTRICT COURT
Eleventh Judicial District
County of Twin Falls State of Idaho

ANGUS N. GRIFFIN, Plaintiff,
vs.
ALLIE V. GRIFFIN, Defendant.

DECREE MAY 13 1949
C. A. Bullen Clerk
Irene C. Nielsen Deputy Clerk
Entered MAY 13 1949

--:--

THIS ACTION coming on regularly to be heard and tried before the Court, sitting without a jury, on the 13th day of May, 1949, the defendant, Allie V. Griffin, having been served with summons according to law and the time allowed by law to appear and answer to plaintiff's complaint having expired, and the defendant not having appeared or answered, the default of said defendant was duly entered herein; the plaintiff appearing by his attorney, Harry Benoit, Esq., and the defendant not appearing, either in person or by attorney;

Upon said hearing testimony was introduced in behalf of said plaintiff and in support of his complaint, and the cause having been submitted; the Court having duly considered the law and the evidence, and it appearing to the satisfaction of the Court that each and all of the material allegations in plaintiff's complaint are true;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED: That the marriage between the plaintiff and defendant be, and the same hereby is, dissolved, and that said plaintiff and defendant, and each of them, be, and they are hereby released from the obligations thereof.

Dated this 13th day of May, 1949.

KALES E. LOWE
District Judge

State of Idaho
County of Twin Falls
I hereby certify that the foregoing is a full, true and correct copy of the original on file in my office.
C. A. Bullen
Clerk of the District Court
Irene C. Nielsen
Deputy

COPY

6572

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

* * * * * * * * * *

LAVERN RICHARDSON,

Plaintiff,

vs.

DARRANCE RICHARDSON,

Defendant.

13850

DISTRICT COURT
Eleventh Judicial District
State of Idaho
FILED MAY 23 1949
C. A. Bullen Clerk
Irene C. Nielsen Deputy Clerk
Entered MAY 23 1949

DECREE OF DIVORCE.

* * * * * * * * * *

This cause came on regularly for hearing on the 13 day of May, 1949, before Honorable Kaler E Lowe, one of the judges of the above entitled Court, sitting in Open Court, the plaintiff being represented by her attorneys, Rayborn and Rayborn, and the defendant not appearing either in person or by counsel.

And it appearing to the Court that the defendant has heretofore been duly and regularly served with copies of Summons and Complaint in the above entitled action, and has filed herein his appearance, and has refused to plead to or answer plaintiff's complaint and has consented that his default may be entered herein; and that the default of the said defendant for such failure to appear and answer plaintiff's complaint has been duly entered by the Clerk of the above entitled Court according to law;

Thereupon evidence was introduced and admitted from which it appears that each and all of the material allegations of plaintiff's complaint have been established by competent evidence and the allegations of plaintiff's complaint as to her residence have been duly corroborated by competent testimony;

And the Court, being fully advised in the premises, on Motion of attorneys for plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED, as follows, to-wit:

1. That the bonds of matrimony heretofore existing

between the plaintiff, Lavern Richardson, and the defendant, Darrance Richardson, be, and they are hereby dissolved and the parties hereto restored to the status of unmarried persons.

2. That the plaintiff be, and she is hereby, restored to her former name of Lavern Stearn.

Done in Open Court this 13th day of May, 1949.

Kales E. Lowe
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the [illegible] in the above entitled action.

C. A. Bullen
Clerk of the District Court
Irene C. Nielsen
Deputy

7

6573

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY

--:--

SHERMAN DELANEY,

Plaintiff,

-vs-

ELIZABETH DELANEY,

Defendant.

--:--

13865

DISTRICT COURT
Eleventh Judicial District
State of Idaho, County of Twin Falls
FILED
C. A. Bulles
Irene C. Nelson
Deputy Clerk
Entered

DECREE

THIS ACTION coming on regularly to be heard and tried before the Court, sitting without a jury, on the 20th day of May, 1949, the defendant, Elizabeth Delaney, having been served with summons according to law, and the time allowed by law to appear and answer to plaintiff's complaint having expired, and the defendant not having appeared or answered, the default of said defendant was duly entered herein; the plaintiff appearing by his attorney, Harry Benoit, Esq., and the defendant not appearing, either in person or by attorney;

Upon said hearing, testimony was introduced in behalf of said plaintiff and in support of his complaint, and the cause having been submitted, the Court having duly considered the law and the evidence, and it appearing to the satisfaction of the Court that each and all of the material allegations in plaintiff's complaint are true;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, That the marriage between the plaintiff and defendant be, and the same hereby is, dissolved, and that said plaintiff and defendant, and each of them, be, and they are hereby, released from the obligations thereof.

DATED this 20th day of May, 1949.

KALES E. LOWE
District Judge

State of Idaho, County of Twin Falls, ss.
I hereby certify that the foregoing is a full, true and correct copy of the original thereof as the same appears of record in my office.
C. A. Bulles
Clerk of the District Court
Irene C. Nelson
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

CAROL FREDENBERG,

Plaintiff,

vs.

ALVIN FREDENBERG,

Defendant.

13858

DISTRICT COURT
Eleventh Judicial District
State of Idaho

DECREE OF DIVORCE.

C. A. Bruces Clerk
Irene Nielsen Deputy Clerk
Entered MAY 20 1949

THIS CAUSE, Came on regularly for hearing on the 20th day of May, 1949, before Honorable Hales E Lowe, one of the judges of the above entitled court, sitting in open court, the plaintiff being represented by her attorneys, Rayborn & Rayborn, and the defendant not appearing either in person or by counsel.

And it appearing to the Court that the defendant has heretofore been duly and regularly served with Summons and copy of Complaint in the above entitled action and has filed herein his appearance and has refused to plead to or answer plaintiff's complaint and has consented that his default may be entered herein, and that the default of said defendant for such failure to appear and answer plaintiff's complaint has been duly entered by the Clerk of the above entitled Court according to law;

WHEREUPON Evidence was introduced and admitted from which it appears that each and all of the material allegations of plaintiff's complaint have been established by competent evidence and the allegations of plaintiff's complaint as to her residence have been duly corroborated by competent testimony;

And the Court being fully advised in the premises, on Motion of attorneys for plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED as follows, to-wit:

1. That the bonds of matrimony heretofore existing

between the plaintiff Carol Fredenberg, and the defendant Alvin Fredenberg, be and they are hereby dissolved and the parties hereto restored to the status of unmarried persons.

2. Plaintiff is hereby restored to her former name of CAROL HILLEBRAND.

Dated this 20th day of May, 1949.

Hales E Lowe
District Judge.

State of Idaho)
County of Twin Falls) ss

Ca Bullen
Clerk of the District Court
Irene Chilsen
Deputy

IN THE DISTRICT COURT OF TWIN FALLS COUNTY, STATE OF IDAHO

* * * * * * * * * * * * *

ELIZABETH YORK,
Plaintiff,

vs.

WILLIAM YORK,
Defendant.

13410

DECREE OF DIVORCE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED MAY 20 1949
Ca Bullen
Clerk
Irene C Nielsen
Deputy Clerk
Entered MAY 20 1949

* * * * * * * * * * * * *

The above entitled action came on regularly for hearing before the Court on this 20 day of May, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn and Rayborn, and the defendant appearing not, either in person or by attorney; and it satisfactorily appearing to the Court that due service of Summons and Complaint in said action has been made upon the defendant; and that the defendant has failed and refused to appear and answer or otherwise plead to said complaint, and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired, and the default of the said defendant having been heretofore duly entered; and evidence having been adduced on behalf of the plaintiff in support of her complaint, and the matter having been fully submitted to the Court for decision. The Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations in plaintiff's complaint are true and that the defendant has been guilty of extreme cruelty, and that the plaintiff is entitled to a Decree of Divorce from the defendant.

NOW, THEREFORE, On Motion of Rayborn and Rayborn, attorneys for the plaintiff, it is HEREBY ORDERED, ADJUDGED and DECREED as follows to-wit:

1. That the bonds of matrimony heretofore existing between the plaintiff and defendant be,and the same are hereby, wholly dissolved

2. That the care, custody and control of the minor children of the parties hereto, namely, Edward York, aged 16 years, Marie

York, aged 14 years, Bessie York, aged 11 years, and Clifford York, aged 6 years, be and the same is hereby awarded to the plaintiff.

Done in Open Court this 20th day of May, 1949.

Kales E Lowe
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby [illegible] and correct copy of the [illegible] action.

C A Bullen
Clerk of the District Court
Irene O Nielsen
Deputy

6576

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY

THELMA CLEO HART,
PLAINTIFF,

VS.

KENNETH S. HART,
DEFENDANT.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho

DECREE OF DIVORCE

FILED MAY 27 1949
C. A. Bulles
Clerk
Irene C. Nielsen
Deputy
Entered MAY 27 1949

This matter came on regularly for hearing on the 27th day of May, 1949, before the undersigned District Judge, sitting without a jury. Plaintiff appeared in person and by her attorney, J. W. Taylor, Esquire, and defendant failed to appear either in person or by attorney. The defendant having been duly and regularly served with copies of the complaint and summons herein, the time allowed by law for him to plead thereto having expired, and no appearance or pleading having been made or filed and the default of the defendant having been duly entered, testimony was submitted by the plaintiff and witnessess in her behalf; and the Court being fully advised in the matter finds that all the allegations of the plaintiffs complaint are true and that plaintiff is entitled to a decree of divorce from defendant upon the ground of extreme cruelty, as prayed in her complaint.

It is therefore ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, dissolved, and each of the said parties is restored to the status of a single, unmarried person, and is absolutely freed from all duties and obligations arrising by reason of their marriage set-out in the compbaint herein.

Dated May 27, 1949.

Hugh A. Baker
District Judge

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in this office in said action.

C. A. Bulles
Clerk of the District Court
Irene C. Nielsen
Deputy

COPY

6577

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

* * * * * * * * * * *

MARGUERITE WADDELL,

Plaintiff,

vs.

GLEN WADDELL,

Defendant.

DECREE OF DIVORCE.

13874
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Twin Falls State of Idaho
FILED MAY 27 1949
C. A. Bullock
CLERK
Entered MAY 27 1949

* * * * * * * * * * *

The above entitled action came on regularly for hearing before the Court on this 27th day of May, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn and Rayborn, and the defendant appearing not, either in person or by attorney; and it satisfactorily appearing to the Court that due service of Summons and Complaint in said action has been made upon the defendant; and that the defendant has failed and refused to appear and answer or otherwise plead to said complaint; and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired and the default of the said defendant having been heretofore duly entered; and evidence having been adduced on behalf of the plaintiff in support of her complaint; and the matter having been fully submitted to the Court for decision. The Court having duly considered same and being fully advised in the premises and it appearing to the Court that the material allegations in plaintiff's complaint are true and that the said defendant has been guilty of extreme cruelty, and that the plaintiff is entitled to a Decree of Divorce from the defendant.

NOW, THEREFORE, On Motion of Rayborn and Rayborn, attorneys for the plaintiff, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows, to-wit:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and the same are hereby, wholly dissolved.

2. That the former name of the plaintiff was Marguerite Guillian, and that the plaintiff be, and she is hereby, restored to her former name of Marguerite Guillian.

3. That the plaintiff be, and she is hereby, awarded as her sole and separate property all household and kitchen furniture, cooking utensils, silverware, dishes, linens, and other miscellaneous household items belonging to the parties hereto.

Done in open Court this 27th day of May, 1949.

Hugh A. Baker
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bullers
Clerk of the District Court

Irene C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON

CHLOE M. St. JOHN, Plaintiff, -vs- GEORGE C. St. JOHN, Defendant.	FINAL DECREE

This cause came on regularly for hearing before the above entitled court, sitting without a jury, this 2 day of May, 1945, the plaintiff appearing in person and by her attorney and the defendant appearing not, and from the records and files in said action it appearing to the court that the defendant was duly, regularly and personally served with summons as provided by law, and that the time for answering or pleading to plaintiff's complaint has expired, and that the defendant has failed to answer or in anywise plead to plaintiff's complaint, and from the affidavit of plaintiff it appearing that the defendant is not in the Military Service of the United States as provided by that Act of Congress known as the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the default of the defendant for failure to answer or otherwise plead to plaintiff's complaint having been entered by order of the court, and witnesses having been sworn and having testified on behalf of plaintiff, and the case having been submitted to the court for decision, and the court having found that plaintiff was entitled to the relief prayed for in her complaint,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, the plaintiff be, and she is hereby, granted a decree of absolute divorce from the

defendant upon the grounds of Extreme Cruelty as alleged in plaintiff's complaint and the said parties are, after the entry of this decree, restored to the statis of single persons, that the parties hereto have no community property and that the defendant has no right, title, claim or interest in or to any real or personal property acquired by plaintiff either before or after her marriage with defendant, that plaintiff's name prior to her marriage to defendant was Chloe M. Brown and that such name is hereby restored to plaintiff.

Dated this 2nd day of May, 1949.

A. C. Sutton
District Judge.

STATE OF IDAHO } ss.
County of Washington }

6578

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of FINAL DECREE in the above entitled action of Chloe M. St. John -vs- George C. St. John is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 2nd day of May, 1949.

Naomi Black
Clerk of the District Court

X

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON.

- - - - - - - - -

JUANITA WOOD,
Plaintiff,
vs.
ROY S. WOOD,
Defendant.

D E C R E E

- - - - - - - - -

This cause came on regularly for trial in the Court room of the above entitled Court in Weiser, Washington County, Idaho, on this the 2nd day of May, 1949.

Plaintiff was present in person and by her attorney of record, Frank H. Joseph. Defendant was not present.

Thereupon the trial of said cause is had. Witnesses are sworn and examined on behalf of the plaintiff. No evidence is introduced on behalf of the defendant. The taking of evidence which included a Stipulation signed by the parties hereto and made a part of this case, is closed and the cause submitted to the Court for decision.

After due deliberation thereon by the Court, the Court finds that the allegations of said Complaint are true and that the plaintiff, Juanita Wood is entitled to an absolute Divorce from the defendant, Roy S. Wood; that the plaintiff is entitled to have full and complete custody and control of the said minor children: Velma Jean Wood, born September 21, 1936, Betty Lou Wood, born January 27, 1938, and Maude Marie Wood, born December 2, 1939; that the plaintiff is entitled to all right, title and interest that the parties have in and to said real property described in said complaint, as follows; to-wit:

The East Half of the South Half of Lot Twelve (12) of Harrison Tract as the same is shown on the official plat thereof on record in the office of the County Recorder of Washington County, Idaho.

That the plaintiff is entitled to all right, title and interest that the parties hereto have in and to the household furnishings, utensils and equipment now in possession of plaintiff or on the property of the said parties.

WHEREFORE, By reason of the law and the findings, it is hereby ORDERED, ADJUDGED and DECREED that the plaintiff, Juanita Wood be and she hereby is granted an absolute divorce from the defendant, Roy S. Wood.

It is further ORDERED, ADJUDGED and DECREED that the plaintiff Juanita Wood be and she hereby is granted full and complete custody and control of the said minor children: Velma Jean Wood, born September 21, 1936, Betty Lou Wood, born January 27, 1938 and Maude Marie Wood, born December 2, 1939, subject to the defendant's right to visit said children at reasonable times and places.

It is further ORDERED, ADJUDGED and DECREED that the plaintiff, Juanita Wood be and she hereby is granted all right, title and interest that the parties hereto have in the real property described as follows, to-wit:

The East Half of the South Half of Lot Twelve (12) of Harrison Tract as the same is shown on the official plat thereof on record in the office of the County Recorder of Washington County, Idaho.

It is further ORDERED, ADJUDGED and DECREED that the plaintiff shall have all right, title and interest that the parties hereto have in and to the household furnishings, utensils and equipment now in possession of the plaintiff or on the property of the said parties.

It is further ORDERED, ADJUDGED and DECREED that the defendant shall pay all of the outstanding bills of the parties except the unpaid balance on the real property.

It is further ORDERED, ADJUDGED and DECREED that the defendant, Roy S. Wood, be and he hereby is required to pay to the plaintiff the sum of Thirty-five ($35.00) Dollars per month each, for the care and support of each of said minor children so long as said children remain with the plaintiff until they reach the age of twenty-one years, provided, however, that in the event any child shall leave the custody of the plaintiff or shall die or marry prior to the age of twenty-one years, then and in that event the support money to that particular child shall cease as of the date of leaving the custody of the plaintiff or date of death or date of marriage.

It is further ORDERED, ADJUDGED and DECREED that in the event that the plaintiff dies or has to be sent to the hospital again that the three minor children shall be sent to and cared for by Mr. and Mrs. B. A. Glaspill whose present address is 729 North Main Street, Newberg, Oregon, provided that such is agreeable with Mr. and Mrs. B. A. Glaspill at that time.

Done in open Court this 2nd day of May, 1949.

A. O. Sutton
District Judge

STATE OF IDAHO)
: ss
County of Washington)

I, Naomi Black, duly elected, qualified and acting Clerk of the Court of the Seventh Judicial District in and for the County of Washington, State of Idaho, do hereby certify that the above and foregoing is a true and correct copy of the Decree now on file in my office in the case of Juanita Wood/vs. Roy S. Wood, defendant. plaintiff,

IN WITNESS WHEREOF, I have hereunto set my hand and Seal of said District Court this 2nd day of May, 1949.

Naomi Black
Clerk

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON

* * * * * *

JOHN W. DOBBERSTEIN,

Plaintiff,

-vs-

OSA DOBBERSTEIN,

Defendant.

JUDGMENT

* * * *

The above matter came on regularly to be heard in this court in Payette, Payette County, Idaho, within the above judicial district, without a jury, upon the plaintiff's Amended Complaint, the plaintiff appearing in person by his attorney, Cleve Greene, the defendant having been duly and regularly served with summons and process herein and the said defendant having been duly and regularly served with the Amended Complaint herein, and time having elapsed for her appearance and answering plaintiff's complaint and the Amended Complaint, and she appearing not either in person or by an attorney, as to the Complaint or the Amended Complaint and summons served upon her herein; and a proper non-military affidavit has been made and filed herein, and an order declaring that the defendant was not engaged in the military service of the United States, as defined by the Act of Congress, and a default having been entered against her, and evidence having been produced on the part of the plaintiff herein and the plaintiff having closed his case, and the court having duly considered the same and having arrived at his conclusions in the matter, from which it appears that the plaintiff is entitled to judgment as prayed for in his complaint upon the grounds of extreme cruelty; and the court waives the necessity of filing findings of fact and conclusions of law, but finds that the allegations of plaintiff's complaint are true; now, therefore, it is

ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and they are hereby, dissolved, and the plaintiff and defendant are absolutely divorced one from the other.

Done in open court this 16th day of May, 1949.

R. D. Sutton

Judge of the District Court.

STATE OF IDAHO
County of Washington } ss.

6580

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of John W. Dobberstein -vs- Osa Dobberstein is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 17 day of May, 1949.

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON.

- - - - - - - - -

BETTY JEAN NIELSEN,
Plaintiff,

-vs-

JACK GALE NIELSEN,
Defendant.

DECREE

- - - - - - - - -

This cause came on regularly for trial in open Court in the Court-room of the above entitled Court in Weiser, Washington County, Idaho, on this, the 17 day of May, 1949.

Plaintiff was present in person and by her Attorney of record, Frank H. Joseph. Defendant was not present.

Thereupon a trial of said cause was had. Witnesses were sworn and examined on behalf of the plaintiff. No evidence was introduced on behalf of the defendant. The taking of evidence was closed and the cause submitted to the Court for decision.

After due deliberation thereon by the Court, the Court finds that the allegations of said Complaint are true and that the plaintiff is entitled to an absolute divorce from the defendant; that the plaintiff is entitled to have the sole care, custody and control of the minor child, Terresse Gayle Nielsen.

WHEREFORE, By reason of the law and the findings it is hereby ORDERED, ADJUDGED and DECREED that the plaintiff, Betty Jean Nielsen, be and she hereby is granted an absolute divorce from the defendant, Jack Gale Nielsen.

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff, Betty Jean Nielsen be and she hereby is granted full and complete

care, custody and control of the said minor child, Terressa Gayle Nielsen.

Done in open Court this 17 day of May, 1949.

(SEAL)

A. O. SUTTON
District Judge.

STATE OF IDAHO)
: ss.
County of Washington)

I, Naomi Black, duly elected, qualified and acting Clerk of the Court of the Seventh Judicial District in and for the County of Washington, State of Idaho, do hereby certify that the above and foregoing is a true and correct copy of the Decree now on file in my office in the case of Betty Jean Nielsen, plaintiff, vs. Jack Gale Nielsen, defendant.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said District Court this 17 day of May, 1949.

Naomi Black
Clerk

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO IN AND FOR WASHINGTON COUNTY

EFFIE JOHNSTON,
Plaintiff
vs.
DELMAR JOHNSTON,
Defendant

DECREE OF DIVORCE

This matter having come on regularly to be heard on the 23rd day of May, 1949 plaintiff being present in Court with her attorney D. L. Carter, the default of the defendant having been entered for failure to appear or plead within the time allowed by law, and the Court having heard the testimony adduced on behalf of the plaintiff, including corroborating testimony as to the residence of the plaintiff, and the Court finding that all of the material allegations of plaintiff's complaint are true,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff be and hereby is divorced from the defendant and the marriage heretofore existing between the plaintiff and defendant be and hereby is dissolved and each of the parties to this action is restored to the status of a single person.

A. O. SUTTON
District Judge.

Dated this 23rd day of May, 1949.

D. L. CARTER, LAWYER
WEISER, IDAHO

STATE OF IDAHO
County of Washington } ss.

6582

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of Effie Johnston -vs- Delmar Johnston is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 23 day of May, 1949.

Naomi Black
Clerk of the District Court

6583

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR WASHINGTON COUNTY

EILEEN BURCHARD		
Plaintiff,		
vs.		D E C R E E
WAYNE BURCHARD		
Defendant.		

THIS MATTER HAVING COME ON REGULARLY TO BE HEARD ON THIS 26th day of May, 1949, the defendant having filed his appearance and consent and the Court having heard the testimony on behalf of the plaintiff and being duly advised and finding the material allegations of plaintiff's complaint to be true,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, and this does hereby ORDER, ADJUDGE, AND DECREE, that the plaintiff be and hereby is divorced from the defendant and the marriage heretofore existing between the plaintiff and defendant is hereby dissolved.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the plaintiff shall have the care, custody and control of the minor child of plaintiff and defendant, CAROL ANN BURCHARD, subject to the right of the defendant to see the said child at reasonable times and places.

A. O. Sutton

A. O. Sutton
District Judge

Dated May 26, 1949.

STATE OF IDAHO
County of Washington } ss.

6583

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of Eileen Burchard -vs- Wayne Burchard is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 26 day of May, 1949.

Naomi Black
Clerk of the District Court

6584

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR WASHINGTON COUNTY

LOYD STATES	)	
Plaintiff,	)	
vs.	)	D E C R E E
	)	
MARIE STATES,	)	
Defendant.	)	

THIS MATTER HAVING COME ON REGULARLY TO BE HEARD ON THIS 31st day of May, 1949, the default of the defendant having been duly entered for failure to appear or plead within the time allowed by law; the Court having heard the testimony on behalf of the plaintiff and being fully advised and finding the material allegations of plaintiff's complaint to be true,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED and this does ORDER, ADJUDGE, AND DECREE that the plaintiff be and hereby is divorced from the defendant and the marriage heretofore existing between the plaintiff and defendant is hereby dissolved.

A. O. Sutton
District Judge

Dated May 31 1949

STATE OF IDAHO
County of Washington } ss.

6584

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of Loyd States -vs- Marie States is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 31 day of May, 19 49.

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

MARGARET BURGESS,

Plaintiff,

vs.

JAY A. BURGESS,

Defendant.

6585

COPY

NO. 2 1981

FILED

A.M. P.M.

JUDGMENT JUN 7 1949

OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

THIS CAUSE, Coming on regularly to be heard on the 8th day of April, 1949, before the Court without a jury, and the plaintiff appearing in person and by her attorney, Thornton D. Wyman, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring, or appearing has expired; that the default of said defendant, Jay A. Burgess, for failing to appear, answer, or demur within the time prescribed by law, has been heretofore duly entered herein,

WHEREUPON, Evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free and clear from all objections as to competency, admissibility and sufficiency, and it appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree;

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony between plaintiff and defendant be, and the same are, hereby forever dissolved.

2. That the plaintiff's maiden name, Margaret Birge, be and the same is restored to her.

DATED This 7th day of June, 1949.

CHARLES E. WINSTEAD

District Judge

STATE OF IDAHO)
) ss.
County of Ada)

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment, Margaret Burgess vs. Jay A. Burgess, No. 21981, filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of June, 1949.

Otto F. Peterson
Clerk

By Irma Tills
Deputy

6586

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * *

PATRICIA ANN CARRINGTON STEMAN,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
JOHN MILTON STEMAN,)
Defendant.)

COPY
FILED
2:20 P.M.
JUN 3 1948
OTTO S. PETERSON, Clerk
By CLYDE NELSON
DEPUTY

Now, this cause having come on regularly this day for hearing in the above entitled court, the Honorable CHAS. F. KOELSCH, District Judge presiding, JOHN A. CARVER, JR., Esq., of Boise, Idaho, appearing as attorney for the plaintiff, and the defendant having been duly and regularly served with process as appears from the records and files in this action, and the defendant having failed to appear or answer and the time for appearance as provided by law having expired, and it appearing by affidavit duly filed in this action that the defendant is not now, nor has he been within the last six months, a member of the military forces of the United States;

Upon motion of the plaintiff the default of the defendant having been duly ordered and entered;

Witnesses having been sworn and examined for and on behalf of the plaintiff, and the plaintiff having submitted proof of the allegations of his complaint, and it appearing therefrom to the satisfaction of the Judge of this court that each and all of the allegations of plaintiff's complaint are true and sustained by competent and legal evidence and that the plaintiff is entitled to the relief prayed for,

NOW THEREFORE, on motion of the plaintiff, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore and now existing between the plaintiff PATRICIA ANN CARRINGTON STEMAN and JOHN MILTON STEMAN, the defendant, be and the same are hereby wholly dissolved, cancelled, set aside, and held for naught, and that the parties hereto are absolutely divorced and freed from the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be restored to her maiden name of Patricia Ann Carrington.

DATED this 3rd day of June, 1949.

Charles F. Koelsch
District Judge

CERTIFICATE

STATE OF IDAHO)
) ss
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the Decree of Divorce, Case No. _____, Patricia Ann Carrington Steman, Plaintiff, vs. John Milton Steman, Defendant, filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of June, 1949.

OTTO F. PETERSON, Clerk

By: B. Lyle Eagleson
Deputy

CLERK'S COPY

6587

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

EDNA T. WOODS,
Plaintiff,
-vs-
JOHN L. WOODS,
Defendant.

COPY
NO. 22138
FILED
A.M. P.M.
JUN 30 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

DECREE OF DIVORCE

#22138

The above-entitled cause came on for hearing before the Court in open court at Boise, County of Ada, State of Idaho, on the 3rd day of June, 1949. The plaintiff appeared in person, and through her attorney, Benj. F. Harrison, and the defendant did not appear, either in person, or by attorney.

It appearing to the Court that the defendant had been served with process by personal service of a copy of the summons and complaint within the state as required by law, and had failed to appear and answer the plaintiff's complaint filed in said cause, or otherwise plead thereto, and that no further time had been granted the defendant in which to appear and answer or plead to said cause.

It also appearing from plaintiff's affidavit and satisfactory evidence adduced that the defendant is not now, and for more than sixty days prior to the commencement of this action has not been, in any branch of military service of the United States of America, or its allied nations, as contemplated by the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court had ordered the Clerk to enter the default of the defendant according to law.

I-bfh

The plaintiff introduced evidence in behalf of her complaint, which was corroborated by the testimony of one witness as to her residence, and the cause was submitted to the Court for decision, and after considering the evidence and being fully advised, the Court finds the issues in favor of the plaintiff and against the defendant, and that defendant is guilty of extreme cruelty as alleged in plaintiff's complaint, and plaintiff is entitled to have the bonds of matrimony existing between the plaintiff and defendant dissolved, and be divorced from defendant; that plaintiff should have the care, custody and control of the minor children of the parties hereto; and that defendant should pay to the plaintiff a reasonable sum to help defray the expenses of support and maintenance of said minor children; and that the community property of the parties hereto, consisting of household goods, furniture and fixtures, be set over to the plaintiff as her sole and separate property.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

(Ist) That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff divorced from the defendant; and,

(2nd) That the plaintiff have the care, custody and control of the minor children of the parties hereto, Barbara Jean Woods, Betty Jo Woods and John William Woods, subject only to the right of the defendant to visit with the said minor children at reasonable and seasonable times, and without in any manner molesting the plaintiff; and,

(3rd) That the defendant shall pay to the plaintiff the sum of $25.00 per month to assist in defraying the expense of support and maintenance for each one of said minor children, commencing on the Ist day of July, 1949, and until each such minor child shall reach its majority, die, or is married, or until the fur-

ther order of this Court; and,

(4th) That the community property of the parties hereto, consisting of household goods, furniture and fixtures, be set over as the sole and separate property of the plaintiff.

Dated at Boise, Idaho, this 30th day of June, I949.

Chas. F. Koelsch
JUDGE OF THE DISTRICT COURT
THIRD JUDICIAL DISTRICT,
STATE OF IDAHO.

STATE OF IDAHO)
(ss
COUNTY OF ADA)

I, Otto F. Peterson, County Clerk of the County of Ada, in the State of Idaho, and ex-officio Clerk of the District Court of said County and State aforesaid, hereby certify that I have compared the foregoing copy of the divorce decree in the matter of Edna T. Woods vs. John W. Woods with the original on file in said action, filed in my office on the 30th day of June, I949, and that the same is a full, true, and correct copy of the said original, with the indorsements thereon, and of the whole thereof, now on file in this office.

WITNESS My hand and the seal of the said District Court this 30th day of June, I949.

OTTO F. PETERSON
CLERK

BY Dona Hill
DEPUTY

(SEAL)

3-bfh

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

6588

* * * * * * *

INA MAE MURDOCK, by her Guardian Ad Litem, ELSIE HOOVER,

Plaintiff,

vs.

WILLIAM L. MURDOCK, JR.

Defendant.

COPY

NO. 22148

FILED

A. M. P. M.

JUN 3 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL DEPUTY

DECREE OF ANNULMENT

* * * * * * *

THIS CAUSE Having been brought on to be heard this 3rd day of June, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, the defendant appearing not in person, by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Boise, Ada County, Idaho, and the time for answering having expired and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, and the affidavit of plaintiff stating facts showing that defendant is not a person in the Military Service as defined by Section 101 (1) of the Soldiers' and Sailors' Civil Relief Act of 1940 together with Order of this court, pursuant to said Act, allowing default, having been filed herein, the default of said defendant, William L. Murdock, Jr., was duly entered herein, and that upon the complaint herein as confessed by the said defendant, it appears that the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissability and sufficiency, and said matters so alleged and proven are sufficient in law to entitle the plaintiff, Ina Mae Murdock, by her Guardian Ad Litem, Elsie Hoover, to the relief demanded in the complaint as prayed for;

That the plaintiff herein was a bona fide resident of the State of Idaho for more than one year immediately preceding the

commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided, does order, adjudge and decree that the marriage existing between the said plaintiff and the said defendant be and the same is hereby annulled, set aside and held of no force and effect and that the said parties, and each of them, are released from all obligations and duties thereof and are restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff's maiden name of Ina Mae Hoover be and the same is hereby restored to her.

DATED At Boise, Idaho, this 3rd day of June, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Annullment: Ina Mae Murdock, etc vs. William L. Murdock, Jr. No. 22148 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of June, 1949.

By Inna Tiel, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

DIANA LEIBHARDT HUFFMAN,
Plaintiff,
-vs-
WALTER E. HUFFMAN,
Defendant.

DECREE OF DIVORCE

COPY
No. 22147
Filed
A. M. P. M.
JUN 3 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

The above entitled cause came on for hearing before the court in the county court house at Boise, in the county of Ada, State of Idaho, on the 3rd day of June, 1949, the plaintiff appearing in person and by Edith I. Miller, the attorney of record for the plaintiff, and the defendant not appearing either in person or by attorney;

Upon said hearing it appearing to the satisfaction of the court from the records, files and proceedings in the above entitled action that the defendant herein, Walter E. Huffman, was duly and regularly served with process in the manner required by law, and the defendant having failed otherwise to appear and having failed to answer, demur or otherwise plead to the complaint of the plaintiff herein, and the time for so answering, demurring or otherwise pleading to said complaint having expired; and it satisfactorily appearing to the court from the affidavit filed by said plaintiff that the said defendant is not in the military service of the United States of America in any capacity whatsoever, and the default of said defendant,

Walter E. Huffman, for his failure to otherwise appear and to answer, demur or otherwise plead to said complaint having been duly entered according to law, the court heard the testimony introduced in behalf of Diana Leibhardt Huffman, and in support of her complaint, and the cause was thereupon submitted to the court for its decision, and the court having duly considered the law and the evidence and being fully advised in the premises and it appearing therefrom, the court finds on the issues in the cause in the favor of the plaintiff and against the defendant, and that by reason thereof the said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the plaintiff and defendant dissolved, and to be divorced from the defendant;

The court further finds that the plaintiff is now, and for a period of more than three years next immediately preceding the commencement of this action has been an actual and bona fide resident of the State of Idaho;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage between the plaintiff, Diana Leibhardt Huffman, and the defendant, Walter E. Huffman, be, and the same hereby is, dissolved, and the said plaintiff be, and she hereby is, divorced from the defendant, and each the said plaintiff and the said defendant is hereby restored to the status of a single person;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the name by which the plaintiff was known prior to said marriage, Diana Leibhardt, be, and it is hereby, restored to the plaintiff;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff do have and recover from the defendant the sum of

$150.00 in cash in lieu of the right, title, and interest of the plaintiff in and to the community property of the plaintiff and defendant.

DONE in open court this 3rd day of June, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF ADA,)

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a full, true and correct copy of DECREE OF DIVORCE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 3rd day of June, 1949.

OTTO F. PETERSON
Clerk of the District Court

By J. B. Eagleson
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * *

6590

COPY

NO. 21966 FILED A.M. P.M.

JUN 15 1949

OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

ILA MARIE BELL,

Plaintiff,

vs.

CLIFTON H. BELL,

Defendant.

D E C R E E

* * * * * * *

THIS CAUSE Having come on regularly for trial in open Court on the 3rd day of June, 1949, the plaintiff appearing in person and by her attorneys, Blaine & Ambrose, and the defendant having heretofore appeared by and through his attorney, W. A. Johnston; and the defendant having heretofore filed his demurrer to the complaint on file herein and thereafter a stipulation was entered into between plaintiff and defendant, by and through their respective counsel, stipulating that said demurrer be overruled and that defendant refused to plead further and that said action could be heard as a default matter, and the default of the said defendant, Clifton H. Bell, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Ila Marie Bell, to the relief demanded in the complaint as prayed for;

That the plaintiff herein, Ila Marie Bell, is now and has been a bona fide resident of the State of Idaho for a period of more than six full weeks immediately preceding the commencement of this action.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge and decree that the marriage existing between the

said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of Catherine Earlene Bell, the minor child of plaintiff and defendant be awarded to the plaintiff herein.

IT IS FURTHER ORDERED That the determination of the matter of support money for Catherine Earlene Bell, the minor child of plaintiff and defendant, is hereby reserved.

DATED At Boise, Idaho, this 15th day of June, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO,)
: ss.
County of Ada.)

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of June, 1949.

Otto F. Peterson
Clerk.

By Dena Hill, Deputy.

6591

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

COPY

NO. 22145
FILED
A. M. P. M.
JUN 3 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

JOHN WHEELER,
Plaintiff,
vs.
ELLEN ROBERTA WHEELER,
Defendant.

DECREE OF DIVORCE

This cause coming on regularly to be heard in open Court this day before the Court, without a jury; plaintiff appearing in person and by his attorneys, Davison & Davison and R. H. Copple, and the defendant appearing not either in person, by attorney, or otherwise; and it appearing to the Court from the files and records herein that the defendant was personally served with Summons and Complaint in Ada County, Idaho, and defendant having failed to appear and plead to plaintiff's Complaint within the time allowed by law or at all, and the default of the defendant having been duly entered herein; the Court having heard the evidence submitted on behalf of plaintiff, and duly considering the same, and being fully advised in the premises, the Court finds that all the allegations of plaintiff's Complaint are true, and that defendant has treated plaintiff in an extremely cruel and inhuman manner and that defendant has been guilty of extreme cruelty toward plaintiff, and that plaintiff is entitled to the relief sought.

WHEREFORE, IT IS ORDERED, ADJUDGE, AND DECREED As follows:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby dissolved and held for naught.

1-cm

2. That the property settlement agreement made and entered into by and between the parties hereto under date of May 3, 1949, be and the same is hereby approved and by reference the terms thereof incorporated as a part of this Decree.

3. That the defendant is hereby restored to her maiden name, Ellen Roberta Bradshaw.

Done in open Court this 3rd day of June, 1949.

CHARLES E. WINSTEAD
District Judge.

2-cm

6592

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

JANE SCHUYLER,

Plaintiff,

vs.

WILLIAM SCHUYLER,

Defendant.

COPY
NO. 22063
FILED
A.M. P.M.

JUDGMENT JUN 7 1949

OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY.

THIS CAUSE, Coming on regularly to be heard on the 13th day of May, 1949, before the Court without a jury, and the plaintiff appearing in person and by her attorney, Thornton D. Wyman, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring or appearing has expired; that the default of said defendant, William Schuyler, for failing to appear, answer or demur within the time prescribed by law has been heretofore duly entered herein,

WHEREUPON, Evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free and clear from all objections as to competency, admissibility and sufficiency, and it appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree;

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony between plaintiff and defend- and be, and the same are, hereby forever dissolved.

2. That the custody, care and control of the minor child, Susan Marie Schuyler, be, and the same hereby is, awarded to the plaintiff.

DATED and SIGNED this 7th day of June, 1949.

CHARLES E. WINSTEAD

CERTIFICATE

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original Judgment in the case of JANE SCHUYLER vs. WILLIAM SCHUYLER, No. 22063 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of June, 1949.

Otto F. Peterson
Clerk

(SEAL)

Dona Hill
Deputy.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

COPY
No. 22184
FILED
A.M. P.M.
JUN 7 1949
OTTO F. PETERSON, Clerk
BY LYDA HILL DEPUTY

VIOLET PAULINE KRUSELL,

Plaintiff

vs.

JULIUS AUGUST KRUSELL,

Defendant.

JUDGMENT AND DECREE

THIS CAUSE coming on regularly to be heard this 27th day of May, 1949 before the Court without a jury, Elam and Burke appearing for plaintiff, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring or appearing has expired, and that the default of said defendant, Julius August Krusell, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered herein.

WHEREUPON evidence, duly corroborated as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility and sufficiency and it further appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and the promises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this does ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony between plaintiff and defendant be and the same are hereby forever dissolved.

2. That plaintiff is hereby awarded the care, custody and control of the minor child, Lyda Rae Krusell.

3. That defendant pay plaintiff the sum of $20.00 per month for the care, maintenance and support of said minor child.

Dated: ~~May~~ June 7, 1949.

CHARLES E. WINSTEAD
District Judge.

ELAM AND BURKE
ATTORNEYS AT LAW
BOISE, IDAHO

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do ~~hereby~~ certify that the foregoing is a true and correct copy of the original

Judgment Clay Deeds
Krisell vs Krisell
Case # 22101

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of June, 1949.

By R. Clyde Eagleson, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

COPY

NO. 32096

FILED

A.M. P.M.

JUN 6 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL DEPUTY

JAMES S. DELL, Plaintiff,

-vs-

THERESA DELL, Defendant.

DECREE OF DIVORCE

* * * * * * * * *

This cause came on regularly for hearing this 13th day of May, 1949, Plaintiff appearing in person, and by his attorney of record, W. W. Wander, Esq., and the defendant appearing by her Attorney, Thos. Y. Gwilliam, and it appearing to the satisfaction of the Court that the Defendant has been duly and regularly served with summons, by personal service within the State of Idaho; the Court then proceeded to hear the testimony and evidence introduced by the plaintiff in support of his cause of action on file herein, and it appearing to the satisfaction of the Court from the evidence so adduced that the Plaintiff and Defendant lived separate and apart continuously and without cohabitation for a period of five years.

Now, Therefore, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the Plaintiff, James S. Dell, and the defendant Theresa Dell, be, and the same is hereby dissolved, and the Plaintiff be, and he is hereby granted a full and complete Decree of Divorce against the Defendant upon the grounds of five years continuous separation without cohabitation, as prayed for in his complaint, and Plaintiff and Defendant are hereby restored to the status of unmarried persons;

It is hereby further ORDERED, ADJUDGED and DECREED, That Lura Roach and Ed Roach, husband and wife, and who are sister and brother-in-law of the defendant herein, have the Care, Custody, and Control of Carolyn Theresa Dell, minor child of the parties hereto, subject to reasonable rights of visitation on the part of the Plaintiff and Defendant.

It is hereby further ORDERED, ADJUDGED and DECREED, That the Plaintiff pay to the said Lura Roach and Ed Roach, husband and wife, the sum of Forty ($40.00) Dollars per month for the Care, Support, Maintenance and Education of Carolyn Theresa Dell, said minor child. Said payments to commence on the 1st Day of June, 1949, and to continue monthly thereafter until said child reaches her majority or unless she sooner marries.

Done in Open Court at Boise, Idaho, This 6th day of June, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce: James L. Dell vs. Theresa Dell No. 22096 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6th day of June, 1949.

By Dora Hill, Deputy.

Otto F. Peterson
Clerk.

6595

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

THELMA FREY,

Plaintiff,

vs.

WILLARD B. FREY,
whose true name is
Timothy Wallace Cottrell,

Defendant.

COPY
No. 22082
FILED
A.M. JUN 7 1949 P.M.
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

DECREE

THIS CAUSE came on this day to be tried before the Court, the plaintiff appearing in person and by her attorney W. S. Bowler, and the defendant appearing by his attorney and guardian ad litem Grant L. Ambrose; and the cause was thereupon tried upon the complaint of the plaintiff and the answer of the defendant, and the Court having heard the testimony, and being fully advised in the premises, and the findings of fact and conclusions of law having been waived by the parties; and the Court, upon consideration of the testimony, finds for the plaintiff and against the defendant on her cause of action, and that the allegations of the plaintiff's complaint are sustained by the evidence and the matters as alleged and proved by the plaintiff are sufficient to entitle her to relief as herein provided, and particularly that the plaintiff is, and was for a period of six full weeks prior to the commencement of this action a resident of the State of Idaho,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, That the marriage heretofore and now existing between the plaintiff and defendant be, and the same is, hereby dissolved upon the grounds of defendant's extreme cruelty of said plaintiff, and that the parties are, and each of them is, free from the bonds of matrimony and the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be awarded the custody and control of the minor child of the parties hereto, to-wit, Vance Martin Frey, and the said unborn child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant pay to the plaintiff for the support and maintenance of said minor children the sum of $30.00 per month for each child during their minority, payable on the first day of each and every month hereafter.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be, and she hereby is, awarded the community property of the parties hereto, to-wit, One Hundred (100) shares of the common capital stock of Speedway Park, Inc., Boise, Idaho, represented by Certificate No. 7, dated November 15, 1946.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be, and hereby is, awarded and granted the surname of "Frey" for the continued use of herself and children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff be, and hereby is, awarded all interest which the defendant may have acquired by virtue of premium payments

from community funds on Occidental Life Insurance Company of California Policy No. 1474917.

DATED: June 7th, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Frey v Frey Case #22082

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of June, 1949.

By R Clyde Eagleson, Deputy.

OTTO F. PETERSON
Clerk.

X

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * * *

ROSELLA M. JENSEN,
Plaintiff,
-vs-
GEORGE M. JENSEN,
Defendant,

D E C R E E

* * * * * * * *

The above entitled cause having been brought on to be heard in Open Court before the Honorable D. H. Sutphen, Judge of the above entitled Court, JAMES W. BLAINE appearing as counsel for the plaintiff herein, and BISSEL & BIRD as counsel for the defendant; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in the County of Ada, State of Idaho, and the defendant having filed his demurrer in said cause, and the defendant having withdrawn said demurrer and having refused to plead further, the default of said defendant, GEORGE M. JENSEN, was duly entered herein; the Court having heard all the evidence and proof, from which it appears that all the allegations of the complaint herein are sustained by testimony free from all and any legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, ROSELLA M. JENSEN, to the relief demanded in the complaint as prayed for, finding of facts and conclusions of law having been waived;

That the plaintiff herein is now and has been an actual and a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested

and in pursuance of the statutes in such cases made and provided, does order, adjudge and decree, that the marriage now existing between the plaintiff and defendant herein be dissolved and the said parties, and each of them, are hereby released from the bonds of matrimony and all obligations thereof;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the community real property situate in Ada County, described as follows, to-wit:

> Lot Six (6) of L. P. Lamm Subdivision in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Ten (10), Township Three (3) North, Range One (1) East of the Boise Meridian, in Ada County, State of Idaho,

shall be and the same is hereby awarded to the plaintiff herein as her sole and separate estate, together with the rents, issues and profits thereof;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant herein shall retain as his sole and separate property the following described real property, to-wit:

> The North Half (N½) of the Northeast Quarter (NE¼), Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), and the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Twenty-six (26), Township Four (4) North, Range Six (6) West of the Boise Meridian, in Owyhee County, State of Idaho;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the Separation Agreement made and entered into in writing by the plaintiff and defendant herein on the 10th day of January, 1949, effecting a property settlement by the said parties, which agreement was introduced and admitted herein, is hereby approved and made a part of this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the maiden name of plaintiff, namely: ROSELLA McCLURE, be, and the same is hereby, restored.

DONE IN OPEN COURT at Gooding, Idaho, this 9TH day of June, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO } ss.
County of Gooding }

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Rosella M. Jensen -vs- George M. Jensen now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 9th day of June A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By ..... Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

22155

FILED

A. M. P. M.

JUDGMENT AND DECREE JUN 10 1949

D. F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

JEANNE ROWLEY,

Plaintiff,

-vs-

EARL PHILLIP ROWLEY,

Defendant.

THIS CAUSE Coming on regularly to be heard on the 10th day of June, 1949, before the Court without a jury, plaintiff appearing in person and being represented by MOFFATT AND YOUNG, her counsel, and it appearing to the Court that Summons in the above entitled cause has heretobefore been duly and regularly issued and due service of process on said defendant had, and that the time for answering, demurring or appearing has expired, and that the default of Earl Phillip Rowley, the defendant, for failing to appear, answer or demur within the time prescribed by law has heretofore been duly entered herein;

WHEREUPON, Evidence duly corrobated as required by law, was introduced by plaintiff, in which it appears to the Court that the allegations of plaintiff's cause of action contained in Plaintiff's complaint on file herein are sustained by the testimony, free from all objections as to competency, admissibility and sufficiency; and it further appearing that the matters so alleged and approved are sufficient to entitle the plaintiff to judgment and decree in accordance with the complaint; and the case being closed, and the law in the premises being fully understood by the Court, the Court makes and enters this final judgment and decree:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree:

That the bonds of matrimony heretofore and now existing between plaintiff and defendant are forever dissolved.

DATED THIS 10th day of June, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Judgment and Decree: Jeanne Rowley
vs
Earl Phillip Rowley
No. 22155

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 10th day of June, 1949

By Irma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

COPY
NO 22142
FILED
A. P. M.
JUN 10 49
JUN 10 '49
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

VERA REASONS,

Plaintiff,

vs.

RAYMOND REASONS,

Defendant.

JUDGMENT

THIS CAUSE, Coming on regularly to be heard on the 10th day of June, 1949, before the Court without a jury, and the plaintiff appearing in person and by her attorney, Thornton D. Wyman, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring, or appearing has expired; that the default of said defendant, Raymond Reasons, for failing to appear, answer, or demur within the time prescribed by law, has been heretofore duly entered herein,

WHEREUPON, Evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free and clear from all objections as to competency, admissibility and sufficiency, and it appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree;

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony between plaintiff and defendant be, and the same are, hereby forever dissolved.

2. That the plaintiff be, and she hereby is, awarded the care, custody and control of the minor child, Eloise Reasons.

3. That the Property Settlement and Agreement dated May 19, 1949, be and the same is hereby approved as settling the property rights of the parties to this action, and the community property is hereby awarded to the respective parties as set forth in said Property Settlement and Agreement.

4. That the plaintiff be, and she hereby is, awarded the sum of $30.00 a month for the care and support of the minor child, Eloise Reasons, as set forth in the Property Settlement and Agreement entered into by the parties to this action.

DATED This 10th day of June, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO)
) ss.
County of Ada)

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment, Vera Reasons vs. Raymond Reasons, No. 22142, filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 10th day of June, 1949.

OTTO F. PETERSON
Clerk

By Irma Hill
Deputy

(SEAL)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

NO. 22136
FILED
A.M. P.M.
JUN 10 1949
OTTO F. PETERSON, CLERK
BY IRMA HILL DEPUTY

MYRTLE MAE COOLING,

Plaintiff,

vs.

HERBERT COOLING,

Defendant.

DECREE

THIS CAUSE Came on this day to be heard on plaintiff's complaint, taken as confessed by the defendant, whose default for not answering thereto has been duly entered, W. B. Bowler appearing as attorney for plaintiff; and from the testimony of the plaintiff, duly corroborated as to residence, it appearing to the Court that the allegations of the complaint are sustained by the testimony and are sufficient in law to entitle the plaintiff to the relief prayed for, and in particular that the plaintiff is, and was for a period of six full weeks prior to filing her complaint a resident of the State of Idaho;

WHEREFORE, The Court being fully advised in the premises, and by virtue of the law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the marriage heretofore and now existing between the plaintiff Myrtle Mae Cooling and the defendant Herbert Cooling be, and the same is, hereby dissolved, upon the grounds of extreme cruelty to the plaintiff, and that the said parties

are, and each of them is, freed from the bonds of matrimony and all the obligations thereof, and that the plaintiff and defendant are restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the property settlement agreement made and entered into by and between the parties hereto on the 30th day of April, 1949, be, and the same is, hereby approved, confirmed, and ratified, and by such reference thereto is made a part of this decree as though set out at length herein.

Pursuant to said property settlement agreement, IT IS FURTHER ORDERED, ADJUDGED AND DECREED as follows:

That the plaintiff have, and is hereby awarded, as her sole and separate property, together with the rents, issues and profits thereof, free from any community interest of the defendant, the following described real property situated in Ada County, Idaho, to-wit:

Lots Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16), in Block Ten (10), of South Boise First Subdivision, in Ada County, Idaho.

DONE AND DATED in open Court this 10th day of June, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original DECREE: Myrtle Mae Cooling vs. Herbert Cooling No. 22136 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 10th day of June, 1949.

By Inma Kelly, Deputy.

OTTO F. PETERSON, Clerk.

22137

6600

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

*

*

COPY

NO. 22137 FILED A.M. P.M.

JUN 10 1949

OTTO F. PETERSON, Clerk
BY IRMA [illegible] DEPUTY

VIRGIL C. BOEHMER,
Plaintiff,
vs.
DOLORES LINDSAY BOEHMER,
Defendant.

JUDGMENT AND DECREE

*

*

THIS CAUSE, Coming on regularly to be heard on the 10th day of June, 1949, before the Court without a jury, and plaintiff appearing in person and being represented by Sherman F. Furey, Jr., his counsel, and it appearing to the Court that summons in the above-entitled cause has heretofore been duly and regularly issued and due service of process on said defendant had, and that the time for answering, demurring or appearing has expired, and that the default of Dolores Lindsay Boehmer, the defendant, for failing to appear, answer or demur within the time prescribed by law, has heretofore been duly entered herein;

Whereupon, evidence, duly corroborated as required by law, was introduced by the plaintiff, from which it appears to the Court that the allegations of plaintiff's cause of action contained in the plaintiff's complaint on file herein are sustained by the testimony, free from all objections as to competency, admissibility and sufficiency; and it further appearing that the matters so alleged and proved are sufficient to entitle the plaintiff to judgment and decree in accordance with the complaint, and the case being closed and the law and the premises

being fully understood by the Court, the Court makes and enters this final judgment and decree:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony heretofore existing between plaintiff and defendant are forever dissolved and the said parties are, after the entry of this decree, each restored to the status of single persons.

Dated this 10th day of June, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree: Virgil E. Bachman vs. Dolores Lindsay Bachman No. 22132 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 10th day of June, 1949.

By Irma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

CLERK'S COPY

6601

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

MABEL A. GARDELL,
Plaintiff,
-vs-
RALPH E. GARDELL,
Defendant.

COPY
NO. 22139
FILED
A.M. P.M.
JUN 10 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

DECREE OF DIVORCE

22139

The above-entitled cause came on for hearing before the Court in Open Court at Boise, County of Ada, State of Idaho, on the 10th day of June, 1949. The plaintiff appeared in person, and through her attorney, Benj. F. Harrison, and the defendant did not appear, either in person, or by attorney.

It appeared to the Court that the defendant had been served with process by personal service of a copy of the summons and complaint within the state as required by law, and had failed to appear and answer the plaintiff's complaint filed in said cause, or otherwise plead thereto, and that no further time had been granted the defendant in which to appear and answer or plead to said cause.

It also appearing from plaintiff's affidavit and satisfactory evidence adduced that the defendant is not now, and for more than sixty days prior to the commencement of this action has not been, in any branch of military service of the United States of America, or its allied nations, as contemplated by the Soldier's and Sailor's Civil Relief Act of 1940, as amended, and the Court had ordered the Clerk to enter the default of said defendant according to law.

The plaintiff introduced evidence in behalf of her complaint, which was corroborated by the testimony of one witness as to her

I-bfh

residence, and the cause was submitted to the Court for decision, and after considering the evidence and being fully advised, the Court finds the issues in favor of the plaintiff and against the defendant, and that defendant is guilty of extreme cruelty as alleged in plaintiff's complaint, and plaintiff is entitled to have the bonds of matrimony existing between the plaintiff and defendant dissolved, and be divorced from defendant;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED As follows:

(1st) That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff divorced from the defendant; and

(2nd) That the plaintiff's former name of Mabel A. Lehman be, and the same is hereby, restored.

Done in open Court at Boise, Idaho, this 10th day of June, 1949.

Chas. F. Koelsch
JUDGE OF THE DISTRICT COURT,
THIRD JUDICIAL DISTRICT,
STATE OF IDAHO.

STATE OF IDAHO)
(ss
COUNTY OF ADA)

I, Otto F. Peterson, County Clerk of the County of Ada, in the State of Idaho, and ex-officio Clerk of the District Court of said County and State aforesaid, hereby certify that I have compared the foregoing copy of the divorce decree in the matter of Mabel A. Gardell vs. Ralph E. Gardell with the original on file in said action, filed in my office on the 10th day of June, 1949, and that the same is a full, true, and correct copy of the said original, with the indorsements thereon, and of the whole thereof, now on file in this office.

WITNESS My hand and the seal of the said District Court this 10th day of June, 1949.

OTTO F. PETERSON
CLERK
BY Irma Hill
DEPUTY

(SEAL)

2-bfh

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * *

JESSIE M. ROOFENER,

Plaintiff,

-vs-

H. L. ROOFENER,

Defendant.

DECREE OF ANNULMENT

COPY

FILED
A 22164
JUN 17 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

* * * *

The above matter came on to be heard in this Court upon the plaintiff's complaint, the defendant having been duly and regularly served with summons and process herein, and the plaintiff appearing in court in person and by her attorney, Cleve Groome; and the matter coming on to be heard on plaintiff's complaint herein and witnesses having been sworn and examined on behalf of the plaintiff and evidence having been introduced and the court having heard the allegations of the complaint and the evidence and having duly considered the matter and having arrived at his conclusion, and the court finding that the allegations of plaintiff's complaint are true and that the plaintiff is entitled to a decree of annulment of marriage; and the court waives formal findings of fact and conclusions of law in accordance with the stipulation of the parties herein; now, therefore, it is

ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the marriage between the said plaintiff Jessie M. Roofener, and the said defendant, H. L. Roofener, be, and the same is hereby, annulled and declared to be wholly null and void from the date of this judgment, and the said parties are, and each of them is, freed from the obligation thereof;

and it is further ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the plaintiff's former name of Jessie M. Davidson be restored to her.

Done in open court this 17th day of June, 1949.

CHAS. F. KOELSCH

Judge of the District Court.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Roofner vs Roofner
Dan'l 2-2164

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17th day of June, 1949

By R Lyle Engleman, Deputy.

OTTO F. PETERSON,
Clerk.

CLERK'S COPY

6603

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

KATHERINE E. DANIELS,

Plaintiff,

-vs-

HERBERT F. DANIELS,

Defendant.

COPY

FILED 22162 P. M.

JUN 17 1949

OTTO F. PETERSON, Clerk

By B. CLYDE EAGLESON DEPUTY

DECREE OF DIVORCE

The above-entitled cause came on for hearing before the Court in Open Court at Boise, County of Ada, State of Idaho, on the I7th day of June, I949. The plaintiff appeared in person and through her attorney, Benj. F. Harrison, and the defendant did not appear, either in person or by attorney.

It appeared to the Court that the defendant had been served with process by personal service of summons outside the state of Idaho, as required by law, and had failed or neglected to appear and answer, or otherwise plead to, the plaintiff's complaint filed in said action, and that no further time had been granted the defendant in which to appear and answer, or otherwise plead to said cause.

It also appearing from plaintiff's affidavit, and satisfactory evidence adduced, that the defendant is not, and has not been since the commencement of this action, nor for more than one year prior thereto, in the military service of the United States of America, or its allied nations, as contemplated by the Soldiers' and Sailors' Civil Relief Act of I940, as amended, and the Court had ordered the Clerk to enter the default of said defendant according to law.

The plaintiff was then permitted to introduce evidence in behalf of her complaint, which was corroborated by the testimony

of one witness as to plaintiff's residence in the State of Idaho, and the cause was submitted to the Court for decision and after considering the evidence, and being fully advised, the Court finds the issues in favor of the plaintiff and against the defend ant, that the allegations of plaintiff's complaint are true, and that said defendant has been guilty of extreme cruelty, and that plaintiff is entitled to have the bonds of matrimony between the plaintiff and defendant dissolved, and to be divorced from the defendant.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff divorced from the defendant.

Done at Boise, Idaho, this 27th day of ~~May~~ June, I949.

Chas. F. Koelsch
JUDGE OF THE DISTRICT COURT,
THIRD JUDICIAL DISTRICT,
STATE OF IDAHO.

STATE OF IDAHO)
(ss
COUNTY OF ADA)

I, Otto F. Peterson, County Clerk of the County of Ada, in the State of Idaho, and ex-officio Clerk of the District Court of said County and State aforesaid, hereby certify that I have compared the foregoing copy of the divorce decree in the matter of Katherine E. Daniels vs. Herbert F. Daniels with the original on file in said action, filed in my office on the 27th day of May, I949, and that the same is a full, true and correct copy of the said original, with the indorsements thereon, and of the whole thereof, now on file in this office.

WITNESS My hand and the seal of the said District Court this 17th day of June 27th ~~day of May~~, I949.

OTTO F. PETERSON
CLERK
BY B. Clyde Eagleson
DEPUTY

(SEAL)

2-bfh

CLERK'S COPY #960

6604

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

NO. 24311-2 FILED A. M. P. M. JUN 17 1949 OTTO F. PETERSON, Clerk IRMA HILL DEPUTY

ROSE P. HEPPLER,
Plaintiff,
-vs-
GORDON M. HEPPLER,
Defendant.

DECREE OF DIVORCE

#22112

The above-entitled cause came on for hearing before the Court in open court at Boise, County of Ada, State of Idaho, on the 17th day of June, 1949. The plaintiff appeared in person, and through her attorney, Benj. F. Harrison, and the defendant did not appear, either in person or by attorney.

It appeared to the Court that the defendant had been served with process by publication of summons as required by law and had failed to appear and answer the plaintiff's complaint filed in said cause, or otherwise plead thereto, and that no further time had been granted the defendant in which to appear and answer or plead to said cause; and,

It further appearing from plaintiff's affidavit and satisfactory evidence adduced that the defendant is not, and for more than sixty days prior to the commencement of this action has not been, in any branch of military service of the United States of America, or its allied nations, as contemplated by the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court had ordered the Clerk to enter the default of said defendant according to law.

The plaintiff introduced evidence in behalf of her complaint, which was corroborated by the testimony of one witness as to her residence, and the cause was submitted to the Court for decision, and after considering the evidence and being fully

I-bth

advised:

NOW, THEREFORE, Said Court makes its findings of fact and decision as follows:

(1) The Court finds that all of the allegations contained in the complaint are true, and that a divorce should be granted to the plaintiff as prayed in said complaint on the grounds of extreme cruelty; and

(2) That during all times since the commencement of this action, the plaintiff has had, and now has, the custody and control of the minor child of the parties hereto, Gery M. Heppler, born September 3rd, 1943, that said child has been at all of said time within the state of Idaho, and that plaintiff is a fit and proper person to have the custody and control of said minor child; and

(3) That at the time of the commencement of this action, the parties hereto were the owners of certain community real property located and situated in Boise County, Idaho, then under the process of mortgage foreclosure instituted and filed on December 23rd, 1948, and subsequently sold for approximately $1,000.00 in excess of the mortgage, which said sum, or any right of redemption of said property, should be paid to, or set over to, the plaintiff as her sole and separate property, right or interest, as the case may be; and

(4) That at the present time, the parties hereto own, as their community property, personal property consisting of household goods, furniture and fixtures, and farm implements and machinery, and building and plumbing materials, all of which should be set over to the plaintiff as her sole and separate property.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

(1st) That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same is hereby, dissolved, and the plaintiff divorced from the defendant; and

(2nd) That the plaintiff have the care, custody and control of the said minor child, Gery M. Heppler; and

(3rd) That all the right, title and interest in and to all the community personal property consisting of the household goods, furniture and fixtures, all farming machinery, tools and equipment, and all building materials, lumber, plumbing fixtures and building sundries of any nature whatsoever, be, and the same is hereby, set over to the plaintiff as her sole and separate property; and

(4th) That all the right, title and interest, including the statutory or equitable right of redemption and the right to collect from the mortgagee any surplus accrued from any mortgage foreclosure procedure, in and to the hereinafter described real property be, and the same is hereby, set over to the plaintiff as her sole and separate property, and that said real property is more particularly described as follows:

Beginning at the section corner common to Sections 29, 30, 31 and 32, Township 9 North, Range 8 East, Boise Meridian, thence South 0° 3' East, a distance of 2214.3 feet to corner Number 1 of Homestead Entry Survey Number 88, the true point of beginning; thence North 87° 15' West, a distance of 455.4 feet to corner Number 2 of said Homestead Entry Survey Number 88; thence North 53° 00' West, a distance of 591 feet; thence South 37° 00' West, a distance of 344 feet; thence South 41° 30' East, a distance of 343.2 feet; thence South 1° 45' East, a distance of 429 feet; thence South 52° 00' East, a distance of 382.8 feet; thence South 55° 15' East, a distance of 501.6 feet; thence South 89° 45' East, a distance of 99.0 feet to Corner Number 6 of said Homestead Entry Survey Number 88; thence North 89° 45' East, a distance of 390.1 feet to corner Number 7 of said Homestead Entry Survey Number 88; thence North 4° 53' East, a distance of 881.8 feet to corner Number 8 of said Homestead Entry Survey Number 88; thence North 87° 15' West, a distance of 413.8 feet to corner Number 1 of said Homestead Entry Survey Number 88, the place of beginning, containing 30 acres of land, more or less.

Done in Open Court at Boise, Idaho, this 17th day of June, 1949.

Charles E. Winstead
JUDGE OF THE DISTRICT COURT,
THIRD JUDICIAL DISTRICT,
STATE OF IDAHO

3-bfh

STATE OF IDAHO)
(ss
COUNTY OF ADA)

I, Otto F. Peberson, County Clerk of the County of Ada, in the State of Idaho, and ex-officio Clerk of the District Court of said County and State aforesaid, hereby certify that I have compared the foregoing copy of the divorce decree in the matter of Rose F. Heppler vs. Gordon M. Heppler with the original on files in said action, filed in my office on the I7th day of June, I949, and that the same is a full, true, and correct copy of the said original, with the indorsements thereon, and of the whole thereof, now on file in this action and in this office.

WITNESS My hand and the seal of the said District Court this I7th day of June, I949.

OTTO F. PETERSON
CLERK

BY IRMA HILL
DEPUTY

(SEAL)

4-bfh

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR ADA COUNTY

GLENN S. PARKER,
Plaintiff,
vs.
STELLA E. PARKER,
Defendant.

DECREE OF DIVORCE

Copy NO. 22173 FILED A.M. P.M. JUN 17 1949 OTTO F. PETERSON, Clerk BY IRMA HILL DEPUTY

This cause coming on to be heard this 17th day of June, 1949, upon the complaint herein taken as confessed by the defendant (whose default for not pleading had been duly entered), Walter M. Oros, Esq., appearing as attorney for plaintiff, and the Court having heard the proofs taken herein, from which it appears that all the allegations of plaintiff's complaint are sustained by testimony free from all legal exceptions, as to its competency, admissibility and sufficiency, and it further appearing to the Court that defendant was duly served with summons; and all and singular the law and premises being by the Court here understood and fully considered:

WHEREFORE, it is ordered, adjudged and decreed and this does order, adjudge and decree that the marriage between the plaintiff, Glenn S. Parker, and the defendant, Stella E. Parker, be and the same is hereby dissolved and said parties, and each of them, are freed and absolutely released from the bonds of matrimony and all the obligations thereof.

Dated this 17th day of June, 1949.

CHARLES E. WINSTEAD
District Judge

Presented by:
Walter M. Oros

STATE OF IDAHO)
COUNTY of Ada) ss

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original decree of divorce filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17th day of June, 1949.

By Irma Hill
Deputy

Otto F. Peterson
Clerk

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

6606

Copy

NO. 22167
FILED
A. M. ..... P. M. .....
JUN 17 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

Leslie E. Myers,
Plaintiff.
-vs-
Edna Ruth Myers,
Defendant.

DECREE

This cause came on regularly to be heard, in open court, on the 17th day of June, 1949, the plaintiff being represented by his attorney, J.M. Lampert, the defendant not appearing.

The record showing due services of process, and the time for answer or other plea having expired and no answer or other plea having been filed to the complaint herein, and affidavit being on file showing that defendant is not now, and for more than six month last past has not been in the Military Service of the United States of America as defined in Section 101 (1) of the Soldier's and Sailor's Relief Act of 1940, or any amendments thereof--the default of defendant is entered.

Evidence having been presented to the court for the plaintiff, and there having been corroboration as to plaintiff's residence in the State of Idaho for more than six full weeks prior to filing the complaint herein.

The court finds that the defendant has been guilty of extreme cruelty toward the plaintiff, and that the allegations of the complaint are sustained by the evidence, and the plaintiff has been a resident of Idaho for more than six full weeks preceding the filing of this action.

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony existing between the plaintiff and defendant be, and they are dissolved, and the parties hereto are restored to the status of single persons.

Done in open court the day, month and year first above set forth.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Leslie J. Myers

vs. No. 22167

Edna Ruth Myers

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17th day of June, 1949.

By Dona Hill, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

Carol J. Hunt,

Plaintiff,

-vs-

Weldon E. Hunt,

Defendant.

COPY
NO. 22166
FILED
A.M. P.M.
NOV 20 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

J U D G M E N T.

The above entitled cause came on regularly to be heard and tried before the court on the 17th day of June, 1949, plaintiff appearing in person and by her attorney, Frank Langley, Esquire, and the defendant not appearing;

And it further appearing that the defendant, Weldon E. Hunt, was duly served with summons herein and that he has failed to appear and answer the plaintiff's complaint or otherwise plead within the time allowed by law, or at all, and that his default in the premises has been duly entered, and the plaintiff having duly submitted her evidence, and the cause having been submitted for decision, and the court being fully advised in the premises now, from said evidence, finds that all of the allegations of the plaintiff's complaint are true and that said plaintiff has been, and now is, a bona fide resident of and has continuously resided in the State of Idaho for more than six weeks immediately preceding the commencement of this action, and that plaintiff and defendant were married to each other at Payette, Idaho, on August 10, 1945, and ever since have been and now are husband and wife, and are the parents of two children, namely, Georgia Lee Hunt, born June 11, 1943, and Harold Alan Hunt, born May 17, 1946, and of an unborn child, and that on numerous occasions during the ten months next preceding the commencement of this action said defendant did wilfully and without just just cause treat the plaintiff in an extremely cruel and unjust manner by cursing her and calling her vile names thus causing plaintiff to suffer great mental anguish and

worry, and that plaintiff and defendant have acquired and now own a small amount of community property as follows, to-wit:

> Household furniture and effects now in the home of plaintiff in Boise, Idaho; a gas refrigerator now in the possession of defendant's parents in the State of California; and old 4-door ~~automobile~~ Ford automobile, title to which is in the defendant's name.

The court further finds from said evidence that at the time of the commencement of this action the plaintiff and defendant were the owners of a 1940 Studebaker Truck with trailer suitable for use in hauling logs, and that since the commencement of this action said truck and trailer were totally destroyed by wreckage and fire, and that at the time of such loss said truck and trailer were fully insured in favor of said defendant by the Central National Insurance Company of Omaha, Nebraska, and that no settlement has yet been made by said Insurance Company for said loss, and that the Credit Finance Corporation of Boise, Idaho, claims a first lien upon the proceeds from said insurance in the amount of about $1,100.00.

Therefore, it is hereby determined that plaintiff, Carol J. Hunt, is entitled to judgment herein against the defendant, Weldon E. Hunt, for an absolute divorce upon the ground of extreme cruelty; for the custody of all of plaintiff's children as mentioned in her complaint herein; for attorney's fees in the sum of $150.00; for plaintiff's costs and disbursements in the sum of $30.00; for alimony at the rate of $100.00 per month until the further order of the court, payments to be made on the first day of each month hereafter; and for all of the community property of plaintiff and defendant, except the personal effects of the defendant.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED As follows, to-wit:

(a) That the bonds of matrimony heretofore and now existing between the plaintiff, Carol J. Hunt, and the defendant, Weldon E. Hunt, be and hereby are dissolved and set aside and the said plaintiff and defendant are hereby divorced upon the ground of extreme cruelty and they are restored to the status of single persons;

(b) That the custody and control of all of plaintiff's children, towit, Georgia Lee Hunt, Harold Alan Hunt and Plaintiff's unborn child is awarded and given to the plaintiff, Carol J. Hunt;

(c) That said defendant pay to said plaintiff, for the maintenance and support of plaintiff and her said children and until the further order of the court herein, alimony at the rate of One Hundred Dollars per month, payments to be made on the first day of each month hereafter;

(d) That all of the community property of plaintiff and defendant, including their claim against the Central National Insurance Company of Omaha, Nebraska, for the destruction and loss by fire of said 1940 Studebaker Truck with trailer, except the Defendant's personal effects, is hereby awarded to the plaintiff, Carol J. Hunt, as her sole and separate property;

(e) That the plaintiff, Carol J. Hunt, have and recover of and from the defendant, Weldon E. Hunt, the sum of One Hundred Fifty Dollars ($150.00) for attorney's fees herein and the further sum of Twenty Dollars ($20.00) for plaintiff's costs and disbursements herein.

Dated this 20th day of June, 1949.

Chas. F. Koelsch
District Judge.

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Judgment: Carol J. Hunt
vs. No. 22166
Weldon E. Hunt

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of June, 1949.

By Irma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

6608

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

COPY

NO. 22018
FILED P. M.
A. M. JUN 24 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

Anna M. Wilson,
Plaintiff.
-vs-
Ira E. Wilson,
Defendant.

D E C R E E.

This cause came on regularly to be hear, in open court, on this 24th day of June, 1949, the plaintiff being represented by her attorney J.M. Lampert and defendant not appearing.

The time for answer having expired, and no answer or other plea having been made to the complaint herein, and the records showing due service of process, and affidavit being on file showing the defendant is not now, and for more than six months last past, has not been in the Military Service of the United States of America, as defined by Section 101, (1) of the Soldier's and Sailor's Relief Act of 1940, or any amendment thereof, the default of defendant was entered.

Evidence having been presented to the court for the plaintiff and there having been corroboration as to the residence of plaintiff in the State of Idaho, as required by the laws of Idaho.

The Court finds that the defendant has been guilty of extreme cruelty toward the plaintiff, and that the allegations of the complaint are sustained by the evidence.

The Court further finds that the plaintiff has been a resident of the State of Idaho for a period of more than six full weeks immediately preceding the filing of this action.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony, existing between the plaintiff and the defendant be,

and they are hereby dissolved, and the parties hereto are restored to the status of single persons.

Done in Open Court, the day, month and year first above written.

CHARLES E. WINSTEAD

District Judge.

State of Idaho)
) ss.
County of Ada)

I, Otto F. Peterson, Clerk of the District Court, of the Third Judicial District, of the State of Idaho, in and for the County of Ada, do certify that the foregoing is a true and correct copy of the original DECREE in the case Docket No. 22018, Anna M. Wilson Plaintiff -vs- Ira E. Wilson, defendant, filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 24th day of May, 1949.

OTTO F. PETERSON

Clerk.

BY Dorma Hill

Deputy Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO. 22172
FILED
A. M. P. M.
JUN 24 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

ETTA O. ROBERTS,

Plaintiff,

vs.

EARL THORNTON ROBERTS,

Defendant.

- DECREE OF DIVORCE *-*

THE ABOVE ENTITLED CAUSE came on regularly for hearing before the court at Boise, Idaho, June 24, 1949; the plaintiff appearing in person and with her attorney; the defendant making no appearance whatever.

IT APPEARING TO THE COURT that no cause of military service exists to preclude entry of default herein and that order so establishing has heretofore been entered, and it further appearing that the defendant has been regularly served with process for the time and in the manner provided by law, and that he has made no appearance herein and that his default in the premises has been heretofore regularly entered.

NOW UPON MOTION of the plaintiff, the court proceeds to reception of testimony and being fully advised, express findings of fact and conclusions of law being waived, the court finds generally for the plaintiff and against the defendant and finds the plaintiff entitled to decree of divorce, and to restoration of her former name of Etta O. Holliday.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the plaintiff, Etta O. Roberts and the defendant, Earl Thornton Roberts be and they are absolutely divorced.

2. That the plaintiff Etta O. Roberts be and she is hereby restored to her former name of Etta O. Holliday.

RENDERED, DATED AND ENTERED, in open court, June 24, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, }ss.
County of Ada

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce: Etta O. Roberts

vs. No. 22172

Earl Thornton Roberts

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 24th day of June, 1949.

OTTO F. PETERSON,
Clerk.

By Norma Hiley, Deputy.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF A[illegible]

COPY

FILED
NOO 22 1/6
A.M. P.M.
JUN 24 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

HARRY C. MILLER,

Plaintiff,

-vs-

MAE A. MILLER,

Defendant.

JUDGMENT AND DECREE OF DIVORCE

This action coming on regularly for trial in open court this 24th day of June, 1949, upon the complaint of the plaintiff, Harry C. Miller, and the defendant, Mae A. Miller, having been regularly served with process and having failed to appear and answer the plaintiff's complaint filed herein, the legal time for answering or otherwise pleading having expired and no answer, demurrer or other pleading having been filed, and the necessary affidavit having been heretofore filed in compliance with Section 200(1) of the Act of Congress approved October 17, 1940, and cited as the Soldiers' and Sailors' Civil Relief Act of 1940, and Acts amendatory thereof, setting forth, and from which it appeared, that the defendant, Mae A. Miller, is not in the military service of the United States of America, or of any nation with which the United States is allied in the prosecution of the war in which the United States is now engaged, as defined by Section 101(1) of said Soldiers' and Sailors' Civil Relief Act approved October 17, 1940, and Section 104 of said Act, as amended October 6, 1942, and cited as the Soldiers' and Sailors' Civil Relief Act of 1940 and the Soldiers' and Sailors' Civil Relief Act Amendments of 1942, or as amended by the Act of Congress approved July 1, 1943 (Women's Army Corps), or in any other Act of Congress or of the Legislature of the State of Idaho duly adopted and approved;

and the court, upon proof adduced at said hearing, deeming it not necessary for the above named plaintiff to file a bond to indemnify said defendant, Mae A. Miller, against any loss or damage she may suffer by reason of any judgment entered in the above entitled cause, should judgment thereafter be set aside in whole or in part, the default of said defendant, Mae A. Miller, in the premises was thereupon duly entered according to law;

Carey H. Nixon, Esq. appeared as counsel for plaintiff, and the defendant did not appear personally, by counsel, or otherwise, and evidence having been introduced and witnesses examined, and the evidence having been submitted to the court for its decision, and it appearing that all of the allegations of the complaint are true, and all and singular the law and the premises being by the court understood and considered, the court finds and decides:-

1. That the plaintiff has been a bona fide resident of the County of Ada, State of Idaho, for more than six weeks next preceding the commencement of this action.

2. That the plaintiff and defendant intermarried on or about June 5, 1940, at Los Angeles, Los Angeles County, California, and ever since and up to the date of this decree have been husband and wife.

3. That there are no children, the issue of said marriage.

4. That the defendant has treated the plaintiff in a cruel and inhuman manner and such cruel and inhuman treatment so inflicted by the defendant upon the plaintiff has caused plaintiff grievous mental suffering.

5. That the conduct and wrongful acts inflicted by defendant upon plaintiff were occasioned wholly and solely by the defendant and were without justification or excuse or reasonable cause and were without the consent, connivance or fault of plaintiff. That because of defendant's acts and conduct it is impossible for plaintiff to

continue his marital relationship with said defendant.

6. That the community property of the plaintiff and defendant consists of the property described in said complaint and hereinafter described, all of which should be awarded, assigned and set apart to plaintiff as his sole and separate property.

CONCLUSIONS OF LAW

As conclusions of law from the foregoing facts, the court finds, decides and concludes:

1. That plaintiff and defendant are husband and wife and that this court has jurisdiction of the parties.

2. That plaintiff is entitled to a judgment and decree dissolving the bonds of matrimony between the plaintiff and the defendant.

3. That plaintiff should be awarded all of the community real property in this decree hereinafter more particularly described.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between said plaintiff, Harry C. Miller, and said defendant, Mae A. Miller, be, and the same hereby are dissolved absolutely, and the said parties, and each of them, be, and they hereby are freed from the obligations thereof.

2. That there is hereby awarded, assigned and set apart to the plaintiff, Harry C. Miller, as his sole and separate property, the following described real property, situated in Ada County, State of Idaho, to-wit:

(1) Lot Six (6) of Sorensen Subdivision in the North Half (N½) of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Twenty-two (22), in Township Three (3) North of Range Two (2) East of the Boise Meridian, in Ada County, State of Idaho; together with the proportionate share appertaining to Lot Six (6) in and to all ditches, laterals, and water rights belonging to said subdivision including a like proportionate interest in the eight shares of the capital stock of the New York Canal Company, Ltd., appurtenant to said subdivision.

(2) Lot Seven (7) of Sorensen Subdivision, in North Half (N½) of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Twenty-two (22), in Township Three (3) North of Range Two (2) East of the Boise Meridian, in Ada County, State of Idaho, together with all water and water rights, ditches and ditch rights appurtenant thereto or used in connection therewith, and subject to the restrictive covenants affecting the subdivision aforesaid, except Lot 6, 11, 14 and 23 thereof, dated August 13, 1940, and recorded in Book 17 of Miscellaneous Records, at page 35, records of Ada County, Idaho.

(3) Lot Five (5) of Sorensen Subdivision in the North Half (N½) of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Twenty-two (22) in Township Three (3) North of Range Two (2) East of the Boise Meridian in Ada County, State of Idaho, as the same is numbered and designated on the official plat of said subdivision on file and of record in the office of the County Recorder of said Ada County, together with all water and water rights, ditch and ditch rights appurtenant thereto, and subject to the restrictive covenants affecting the subdivision aforesaid, except Lot 6, 11, 14 and 23 thereof, dated August 13, 1940, and recorded in Book 17 of Miscellaneous Records, at page 35, records of Ada County, Idaho.

3. That the defendant, Mae A. Miller, has no right, title, claim or interest in or to the property above described.

Done in open court at Boise City, Ada County, State of Idaho, this 24th day of June, A.D. 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree of Divorce: Harry C. Miller vs. Mae A. Miller No. 22116 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 24th day of June, 1949.

By Dona Hill, Deputy.

Otto F. Peterson
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

RHEA L. McKENNA,

Plaintiff,

VS

DONALD F. McKENNA,

Defendant.

COPY
NO. 22178
FILED
A. M. P. M.
JUN 24 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

D E C R E E

This cause came on regularly for hearing the 24th day of June, 1949, before the court without a jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney and it appearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required by law to demur to, answer, or plead to said complaint has expired, and this his default for so failing to plead to said complaint within the time required by law has been duly and regularly entered herein, the Court proceeded with the trial of said cause.

Witnesses were called, sworn, and testified for and in behalf of the plaintiff and the case was submitted to the Court for final determination and decision, and the Court having found that the plaintiff and defendant were duly married at Blackfoot, Idaho, on January 28, 1946, and the plaintiff has been for more than six weeks last past, a bona fide resident of the State of Idaho, and that the defendant, disregarding the

solemnity of his marriage vows, has caused the plaintiff much mental and physical suffering, pain, and anguish and is such as to constitute extreme cruelty as defined by the statutes of the State of Idaho.

The Court ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's complaint.

WHEREFORE, it is ORDERED, ADJUDGED, and DECREED, and this does ORDER, ADJUDGE, and DECREE, that the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same are hereby dissolved and the plaintiff and defendant are absolutely freed from all obligations thereof;

That there is awarded to the plaintiff, the full care, control, and custody of the said minor child, Carol Ann McKenna, subject to the right of visitation by the defendant at reasonable times and under reasonable conditions;

That there is awarded to the plaintiff the sum of $ 45.00 per month for the support of said minor child, payable on the first day of each month, beginning on the first day of July, 1949.

Dated this 24th day of June, 1949.

Charles E. Winstead
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Rhea L. McKenna

vs. No. 22178

Donald F. McKenna

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 24th day of June, 1949.

By Doma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

6612

FILED
Anna Keefe
1949 JUN -4 AM 11:02
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

FRANCES A. HARWOOD,
Plaintiff,
-vs-
CHESTER B. HARWOOD,
Defendant.

DECREE

This cause came on regularly to be heard this the 4th day of June, 1949. The plaintiff appeared in person and by her attorney, Robert M. Terrell, and no one appearing for the defendant and it appearing to the court that the defendant has heretofore appeared herein on the 21st day of May, 1949 and in said Voluntary Appearance on file reserved unto himself five days from date thereof within which to answer or otherwise plead in this action;

AND IT FURTHER APPEARING to the Court that said defendant has failed to answer or otherwise plead in said action within the time reserved or otherwise, or at all, and his default for failing to answer or otherwise plead herein having been duly and regularly entered, thereupon proof was submitted by the plaintiff in support of her complaint.

The plaintiff and Mrs. H. J. Hofhine were sworn and testified for and on behalf of the plaintiff and no one testified for or on behalf of the defendant and all the proof being in, from which it appears to the Court and the Court so finds that all of the allegations of plaintiff's complaint are sustained and proven by the evidence received and the Court being sufficiently advised in the premises;

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of

matrimony heretofore existing between the plaintiff and the defendant be dissolved and that the plaintiff and defendant and each of them be freed from all the obligations thereof and that the plaintiff and defendant be restored to the status of single persons respectively.

DATED this the Fourth day of June, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Frances A. Harwood, Plaintiff -vs- Chester B. Harwood, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of June, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

15858

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

F I L E D
Anna Keefe
1949 JUN -2 AM 11:45
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

FLORA W. O'BRIEN, :
Plaintiff, :
vs. :
WILLIAM H. O'BRIEN, :
Defendant. :
:

DECREE OF DIVORCE

This cause came regularly on for trial before the Hon. Isaac McDougall, Judge of the above entitled Court, on the 2 day of June, 1949, in the courtroom at Pocatello, Bannock County, Idaho. The plaintiff appeared in person and by her attorney, A. L. Merrill. The defendant appeared by and through his attorney, George R. Phillips. It appeared to the Court that after the plaintiff had filed her complaint and summons had issued, the defendant filed an answer to said complaint, denying the material allegations therein contained, and that thereafter said parties through their attorneys of record duly stipulated in writing that a trial by jury be waived and said cause be set for trial on date hereof. Thereupon evidence was introduced in support of plaintiff's complaint and upon the issues raised by said complaint and the answer of the defendant thereto, which evidence was free from all objection as to its competency, revelancy, and admissibility. Said cause was argued by counsel and submitted to the Court for decision. Written Findings of Fact and Conclusions of Law were expressly waived in writing.

The Court being now fully advised in the law and the premises, and it appearing from the evidence that all of the allegations of the plaintiff's complaint are true and correct and that the plaintiff is entitled to the relief sought and as hereinafter adjudged;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, and this does ORDER, ADJUDGE, AND DECREE, that a divorce be, and the same is hereby granted the plaintiff, Flora W. O'Brien, and that the marriage existing between said plaintiff, Flora W. O'Brien, and the defendant, William H. O'Brien, which marriage was solemnized on the 21st day of December, 1935, at Riverdale, County of Bergen, State of New Jersey, be, and the same is hereby, dissolved and held for naught and that the parties thereto are freed from all obligations thereof, and each of them is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the property settlement entered into between said parties on the 6th day of April, 1949, a duplicate whereof has been filed with this Court, be, and the same is hereby, in all respects approved and confirmed.

Dated this 2 day of June, 1949.

Isaac McDougall

District Judge
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Flora W. O'Brien, Plaintiff -vs- William H. O'Brien, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this Third day of June, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

ANNA KEEFE

1949 JUN-2 PM 12:02

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

15128

STELLA J. WADE,
Plaintiff,
-vs-
VICTOR V. WADE,
Defendant.

DECREE

This cause came on regularly for hearing on this 2nd day of June, 1949, before the Honorable Isaac Mc Dougall, Judge of the above entitled court, the plaintiff appearing in person and by counsel, P. A. Mc Dermott, and the defendant neither appearing in person or by counsel, and it appearing that the defendant was duly and regularly served with summons and complaint in this action, according to law, and that the defendant failed to appear and answer, or otherwise plead within the time allowed by law, or at all, and that the default of said defendant has been duly and regularly entered herein;

Whereupon, evidence was offerred and received for and on behalf of the plaintiff in support of the allegations of her complaint, from which it appears that the allegations of said complaint are true, and said matters so alleged and proved on behlaf of plaintiff are sufficient to entitle her to the relief prayed for in her complaint;

Now, on the motion of P. A. Mc Dermott, attorney for plaintiff, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby dissolved and the parties freed from all obligations thereof;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff is hereby awarded the custody and control of the minor child, Sandra Ann Wade, age six years, and that the defendant shall pay to plaintiff the sum of $40.00 per month for support and maintenance of said child.

Dated this 2nd day of June, 1949.

Isaac Mc Dougall
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Stella J. Wade, Plaintiff -vs- Victor V. Wade, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this Third day of June, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

15808

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

6615

JOHN FRANKLIN BOSTIC,

Plaintiff,

-vs-

MARY ALLEN BOSTIC,

Defendant.

FILED
Anna Keefe
1949 JUN 2 - 3:45 P. M.
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO.

JUDGMENT AND DECREE

- - - - - - - - - - - - - - - - - -

This cause came on regularly for hearing before the Honorable Isaac McDougall, District Judge of the above Court, at Pocatello, Bannock County, Idaho, on the 2nd day of June, 1949. Plaintiff appeared in person and with his counsel, Black and Black of Pocatello, Idaho; defendant did not appear, either in person or by counsel.

IT APPEARED To the Court that Summons and Complaint in this cause were duly and regularly served by personal service thereof upon the defendant, but that said defendant failed within the time allowed by law, or at all, to appear and plead to or answer the Complaint of the plaintiff herein; and

IT FURTHER APPEARED That defendant is not in the Armed Forces of the United States and that the default of the defendant for failing to appear and plead was duly and regularly entered. Evidence both oral and documentary was thereupon introduced for and on behalf of plaintiff by witnesses, and from the evidence free from all objections as to its competency that all of the material allegations of plaintiff's Complaint are true and correct and such are found to be the facts, and that the plaintiff is entitled to the relief prayed for in the Complaint.

IT FURTHER APPEARED That, prior to the filing of the Complaint herein, the parties to this action entered into a written Agreement, by the terms of which they agreed upon the division of the community property, custody of the minor children, alimony, support of the minor children, which Agreement has been presented to the Court, and the Court further orders that said Agreement is approved by the Court, and the terms thereof are hereinafter incorporated in this Decree; and the making of findings of fact and conclusions of law were waived by the default of the defendant.

NOW, THEREFORE, the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the plaintiff be, and he is hereby awarded an absolute divorce from the defendant, and that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and that said parties are, and each of them is, restored to the status of a single person.

2. That the community property has now been divided and a signed statement setting forth said fact has been signed by both parties in accordance with the said agreement, and hereafter neither party shall have a claim upon the property of the other.

3. That the custody of William Warren Bostic, minor son of plaintiff and defendant, now aged one year, is hereby awarded to defendant with the right on the part of plaintiff to have the exclusive right to control and determine the education of said child as long as plaintiff pays for said education; and plaintiff has the further right to custody of said child during summer vacations from school with the understanding that if said child shall be in a military or boarding school so as to be away from both plaintiff and defendant over long periods of time, the custody shall be approximately equally divided between them during such vacations; provided, that when either party shall have the custody of said child, the other shall have the absolute right at all proper and reasonable times to see and visit with said child and to take him for short periods of time when to do so will not interfere with his schooling or physical welfare; provided further, that when the son is in the custody of the plaintiff for a period of one month or longer, then plaintiff need not pay defendant any sum as and for the support of the said son during such time; anything of mutual interest as concerns the well-being of said son shall be brought to the attention of the parent who does not have custody of the child at the time. It is further adjudged and decreed that neither party shall remove said child from the continental United States for any period to exceed three months; should this provision be violated, all and every right under said agreement shall be forfeited by the party so violating the provision, and as to such party, no provision of said agreement shall be enforceable during the continuance of such violation.

4. That the custody of Marie Loretta Bostic, who will be 16 years of age on July 21, 1949, is hereby awarded to defendant as long as defendant provides a fit and proper home for said child, and that said child shall be permitted to go to school or schools of her own choice if within reason and conditions permit; if plaintiff remarries and establishes a fit and proper home, said child shall be permitted to visit plaintiff if she desires; if plaintiff remarries and has established a fit and proper home, and defendant has established a fit and proper home then said child shall be permitted to make her own choice and decision as to which of the parties she shall reside with; if said child elects to live with plaintiff, then plaintiff shall not be required to pay defendant any sum for the support of said child; should said child leave home and not live with either parent for reasons other than to attend school then plaintiff shall not be required to pay defendant any sum for the support of said child.

5. That the plaintiff is required to pay to defendant for her support and maintenance the sum of $120.00 per month for a period of one year; payments beginning as of April 1, 1949; and thereafter, the sum of $75.00 per month for a period of two years; when said payments shall have been fully made, all liability whatsoever of plaintiff for support and maintenance of defendant shall forever cease and terminate.

6. That the plaintiff is hereby required to pay to defendant for the support of William Warren Bostic, minor son of plaintiff and defendant, now aged one year, the sum of $40.00 per month until said William Warren Bostic has reached the age of 21 years, to-wit: the 22nd day of April, 1969, or until he is married, or until he is gainfully employed, or until the time he ceases to live with defendant, whichever is the sooner; subject to the provisions in Paragraph numbered three of this Decree, or until further order of the Court.

7. That the plaintiff is hereby required to pay to defendant for the support and maintenance of Marie Loretta Bostic, minor daughter, who will be 16 years of age July 21, 1949, the sum of $40.00 per month until she is twenty-one (21) years of age, to-wit: the 21st day of July, 1954, or until she is married, or until she is gainfully employed or until such time as she ceases to live with defendant, whichever is the sooner; subject to the provisions in Paragraph numbered four of this Decree, or until further order of the Court.

8. That the plaintiff shall not be responsible for any debts of defendant, and defendant shall hold plaintiff harmless from all debts or charges hereafter contracted by her.

9. That the defendant shall not be responsible for any debts of plaintiff, and plaintiff shall hold defendant harmless from all debts or charges hereafter contracted by him.

10. IT IS FURTHER ADJUDGED AND DECREED That all of the provisions of said Agreement referred to, given in evidence, and approved by the Court are hereby made binding and obligatory upon the parties hereto, their heirs, executors, administrators, personal representatives, and assigns.

Dated this 2nd day of June 1949.

ISAAC McDOUGALL
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

John Franklin Bostic, Plaintiff -vs- Mary Allen Bostic, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this Third day of June, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6616 FILED

Anna Keeps

1949 JUN-2 PM 3:45
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BANNOCK.

15810

BEVERLY MARMELSTEIN,)
Plaintiff,)
vs.) JUDGMENT AND DECREE.
GEORGE MARMELSTEIN,)
Defendant.)

The above-entitled action having come on for trial before the Honorable Isaac McDougall, District Judge, this 2nd day of June, 1949. Plaintiff appeared in person and with her attorneys, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has now expired, and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections, that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and she is hereby awarded an absolute divorce from the defendant.

2. That the care, custody and control of the minor child, namely, George Erin Marmelstein, now aged 5 years, is hereby awarded to the plaintiff.

3. That the defendant is hereby required to pay to plaintiff for the support and maintenance of herself and the minor child, as alimony and support money for the minor child, the sum of $45.00 per month while the defendant is attending school, for the next year, and that after said time he is required to pay to plaintiff the sum of $50.00 per month for the support of the minor child, until said child shall reach the age of majority, or until further order of the Court. That the first payment of $45.00 per month shall be paid on July 2, 1949, and a like payment each and every month thereafter until July 2, 1950, at which time the said $50.00 per month payments shall begin as of July 2, 1950, and a $50.00 payment shall be made each and every month thereafter until said child reaches the age of majority.

4. That the following community property is hereby awarded to the plaintiff, and the defendant has no further right, title or interest in or to the same, said property being more particularly described as follows:

One kitchen set, one Blackstone washing machine, and one R.C.A. Victor console radio-phonograph combination.

5. That the following separate property of plaintiff is hereby awarded to the plaintiff as her sole and separate property, and the defendant has no further right, title or interest in or to the same, said property being more particularly described as follows:

One living room suite, one bedroom suite, one Hotpoint electric Range, one Frigidaire electric refrigerator, two 9 x 12 rugs, one baby crib, dishes, silverware, cooking utensils, and numerous miscellaneous household goods and furniture.

Dated this 2nd day of June, 1949.

Dated this 2nd day of

ISAAC MCDOUGALL
DISTRICT JUDGE.

ISAAC MCDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Beverly Marmelstein, Plaintiff -vs- George Marmelstein, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this Third day of June, 19 49

By..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

15794

FILED
Anna Keefe

6617

1949 JUN -7 AM 11:39

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

ENID GIRDNER, Plaintiff)
vs)
FRANK J. GIRDNER, Defendant)

DECREE OF DIVORCE
#15794

This cause came on regularly for hearing upon the plaintiff's verified complaint on file herein before the Court on this 7th day of June, 1949. The plaintiff appearing in person and by her attorney, Hugh C. Maguire, Jr., and the defendant failing to appear either by counsel or in person, the default of the defendant having been heretofore entered according to law, the defendant by his default waived findings of fact and conclusions of law, and it appearing that the defendant is not now in the military service of the United States and was not in the military service of the United States at the time this action was filed, and the Court having heard the testimony of the plaintiff and her witness Kathryn Ivie and being fully advised in the premises:

That the defendant has been regularly served with a summons and complaint in this case and that he has failed to answer or demur or in anywise plead to plaintiff's verified complaint, and the Court further finds;

That all of the allegations of plaintiff's complaint including the fact of plaintiff's residence are and true and have been proved by competent testimony, and that defendant has been guilty of extreme cruelty in striking and beating plaintiff, drinking excessively, falsely and unjustly accusing plaintiff of indescretions and ordering plaintiff from their home and telling her that he didn't care if she stayed away, all of which was without justification and has caused plaintiff grievous mental suffering and made life with defendant impossible and unbearable, and the Court being fully advised in all of the premises,

ORDERS, ADJUDGES and DECREES:

1. That the bonds of matrimony heretofore existing between plaintiff Enid Girdner and the defendant, Frank J. Girdner, be and the same are hereby wholly dissolved and the parties freed from the obligations thereof and each of them is restored to the status of a single person:

2. That household furniture and fixtures and furnishings which plaintiff and defendant acquired during their marriage, including a davenport, electric refrigerator (Frigidaire), Blackstone electric washing machine, kitchen table and chairs, end table, floor lamp, dishes, and household utensils be, and the same are, awarded to plaintiff as her sole and separate property and in no wise community property.

Dated this 7th day of June, 1949.

/s/ISAAC McDOUGALL
Isaac McDougall
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Enid Girdner, Plaintiff -vs- Frank J. Girdner, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of June, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6618 FILED

1949 JUN -7 AM 11:20
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

MARGARET M. HOLT,
Plaintiff,
-vs-
JULIAN O. HOLT,
Defendant.

DECREE

- - -

This cause came on regularly to be heard and tried before the undersigned, one of the Judges of the above entitled Court, at Pocatello, on the 7th day of ~~April~~ June, 1949, the plaintiff appearing in person and by her attorney, Henry McQuade and the defendant appearing neither in person nor by counsel,

It appearing to the Court that the defendant has been served with Summons and Complaint and failed to appear or plead in said action within the time allowed by law or at all, and default judgment has been duly entered against him,

Evidence was offered and received for and on behalf of the plaintiff in support of the allegations of her Complaint from which it appears that each and every one of the allegations of the Complaint are true and such are found to be facts;

NOW, THEREFORE, The law and the evidence being by the Court understood and considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Margaret M. Holt and Julian O. Holt, defendant, be, and the same are hereby dissolved and each of the parties hereby is restored to the status of a single person.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be awarded the care, control and custody of the said minor children, to-wit: Janice Marlene, age fifteen (15) and Jack Sanford, age eleven (11) and Mardell

Judith, age eight (8) years.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant be required to pay the sum of Seventy Five Dollars ($75.00) per month toward the support and maintenance of the plaintiff and the aforementioned minor children of the parties, beginning on the 15th day of ~~May~~ July, 1949 and a like sum on the 15th day of each month thereafter, or until further Order of the Court.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the said defendant, Julian O. Holt, pay to the plaintiff the sum of One Hundred Fifty Dollars ($150.00)as attorney fees.

JUDGMENT RENDERED And entered at Pocatello, County of Bannock, State of Idaho, this 7th day of June, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Margaret M. Holt, Plaintiff -vs- Julian O. Holt, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of June, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED
Anna Keeys
1949 JUN-7 AM 10:36
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

BESSIE FRANCIS CRAMER,
Plaintiff,
-vs-
JOHN RICHARDS CRAMER,
Defendant.

6619

DECREE

- - -

This cause came on regularly to be heard and tried before the undersigned, one of the Judges of the above entitled Court, at Pocatello, Idaho, on the 2nd day of ~~May~~ June, 1949, the plaintiff appearing in person and by her attorney, Henry McQuade and the defendant appearing neither in person nor by counsel.

It appearing to the Court that the defendant has been served with Summons and Complaint and failed to appear or plead in said action within the time allowed by law or at all and default judgment has been duly entered against him.

Evidence was offered and received for and on behalf of the plaintiff in support of the allegations of her Complaint, from which it appears that each and every one of the allegations of the Complaint are true and such are found to be facts;

NOW, THEREFORE, The law and the evidence being by the Court understood and considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Bessie Francis Cramer and John Richards Cramer, defendant, be, and the same are, hereby dissolved and each of the parties is hereby restored to the status of a single person.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That the care, custody and control of the said minor children of the parties in this action, be awarded to the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant be required to pay to the plaintiff, support and maintenance money for the aforementioned minor children of the parties in the sum of One Hundred Fifty Dollars ($150.00) per month, beginning on the 4th day of June, 1949 and a like sum on the 4th day of each month thereafter, or until further order of the Court.

JUDGMENT RENDERED And entered at Pocatello, County of Bannock, State of Idaho, this 7th day of June, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Bessie Franics Cramer, Plaintiff -vs- John Richards Cramer, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of June, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED

ANNA KEEFE

66201949 JUN-9 PM 4:00

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL AUDITOR & RECORDER THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK. BANNOCK COUNTY, IDAHO

HELEN E. PUGMIRE,

Plaintiff,

-vs-

CECIL S. PUGMIRE,

Defendant.

DECREE

Case No. 15884

- - -

This cause came on regularly to be heard and tried before the undersigned, one of the Judges of the above entitled Court, at Pocatello, on the 9th day of June, 1949, the plaintiff appearing in person and by her attorney, Henry McQuade and the defendant appearing neither in person nor by counsel,

It appearing to the Court that the defendant has been served with Summons and Complaint and has entered his answer and refusal to plead further, and default judgment has been duly entered against him,

Evidence was offered and received for and on behalf of the plaintiff in support of the allegations of her Complaint from which it appears that each and every one of the allegations of the Complaint are true and such are found to be facts;

NOW, THEREFORE, The law and the evidence being by the Court understood and considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the Plaintiff, Helen E. Pugmire and defendant, Cecil S. Pugmire, be, and the same are hereby dissolved and each of the parties hereby is restored to the status of a single person.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be awarded the care, control and custody of the said minor children, to-wit: DONNA LEE PUGMIRE and CELIA CAROLE PUGMIRE, ages twelve (12) and eleven (11) years respectfully, with the right of reasonable visitation by the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant be required to pay the sum of One Hundred Dollars ($100.00) per month toward the support and maintenance for the aforementioned minor children of the parties, beginning on the first day of June, 1949, and a like sum on the first day of each month thereafter, or until further Order of the Court and subject to the Separation Agreement which has been made a part hereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be restored her maiden name of Helen E. Falkenberg.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be awarded the miscellaneous household furniture and that the defendant be awarded the 1936 Plymouth Coupe.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be awarded an undivided two-thirds (2/3) interest in the real property and that the defendant be awarded a one-third (1/3) interest in the real property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be required to pay the mortgage in the approximate sum of Three Thousand Seven Hundred Dollars ($3700.00) on the real property and that the plaintiff be permitted to reside on the said premises.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That in the event the plaintiff shall remarry, the parties hereto agree that the realty as herein described shall be sold and disposed of within six (6) months of the date of such remarriage and the proceeds thereof distributed in accordance with this Separation Agreement, on file, and according to the interest which the parties have therein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, By and between the parties, that the real property herein described, if not sold prior to this contingency, shall then be sold and disposed of within six (6) months after the said minor child of the parties, CELIA CAROLE PUGMIRE reaches her eighteenth (18) birth date and that the proceeds of such sale shall be distributed in accordance with the respective interests of each of the parties.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the Separation Agreement entered into on the 9th day of June,

1949, by and between the parties, be, and the same is hereby incorporated into this Decree and made a part thereof, the same as if the Agreement were set forth fully.

JUDGMENT RENDERED And entered at Pocatello, County of Bannock, State of Idaho, this 9th day of June, 1949.

Isaac McDougall
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Helen E. Pugmire, Plaintiff -vs- Cecil S. Pugmire, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 15th day of June, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

SEPARATION AGREEMENT

Comes now Cecil S. Pugmire of Pocatello, Bannock County, State of Idaho, hereinafter referred to as the "husband" and Helen E. Pugmire of Pocatello, Bannock County, State of Idaho, hereinafter referred to as the "wife," who are at the present time husband and wife and enter into this Separation Agreement in consideration of the following premises:

WITNESSETH:

WHEREAS, Unhappy differences have arisen between the parties:

WHEREAS, There is certain community property to be distributed:

WHEREAS, There are two minor children, DONNA LEE PUGMIRE, age twelve (12) and CELIA CAROLE PUGMIRE, age eleven (11), issue of the marriage of the husband and wife:

WHEREAS, It is the desire of the parties to enter into an Agreement for the disposition of the community property, the minor children and for the support and maintenance of the said minor children and that such Agreement is for the best interest of the parties and the minor children.

IT IS HEREBY UNDERSTOOD AND AGREED, For and in consideration of the following covenants, that there be a distribution of the community property and awarding of the children and awarding of the support and maintenance made for the minor children.

IT IS FURTHER UNDERSTOOD AND AGREED, By and between the parties that this Agreement be binding and shall not be considered as anything other than a full and complete settlement of all differences between the parties.

IT IS FURTHER UNDERSTOOD AND AGREED, By and between the parties, that the wife be awarded the care, custody and control of the two minor children, to-wit: DONNA LEE PUGMIRE and CELIA CAROLE PUGMIRE, with the right of reasonable visitation on the part of the husband.

IT IS FURTHER UNDERSTOOD AND AGREED, By and between the parties that the husband contribute the sum of One Hundred Dollars ($100.00) per month, payable on the first day of each

month, beginning with the first day of June, 1949, and to continue until the children reach the age of eighteen (18) years; provided that when the said DONNA LEE PUGMIRE reaches the age of eighteen (18) years, that the sum of One Hundred Dollars ($100.00) shall be reduced to the sum of Seventy Five Dollars ($75.00) and that the said Seventy Five Dollars ($75.00) shall be for the care and support and maintenance for the said minor child, CELIA CAROLE PUGMIRE.

IT IS FURTHER UNDERSTOOD AND AGREED, By and between the parties, that the husband is to receive as his sole and separate property, the 1936 Plymouth Coupe, bearing Idaho license No. 1B-9273.

IT IS FURTHER UNDERSTOOD AND AGREED, That the wife is to receive the miscellaneous household furniture of the parties located on the premises known as 920 North 11th Avenue, Pocatello, Idaho, and hereinabove described further in detail.

IT IS FURTHER UNDERSTOOD AND AGREED, By and between the parties that the real estate of the parties, to-wit: "Lots 3 and 4, Block 118, Pocatello Townsite, Bannock County, Idaho, according to the official survey thereof," be distributed as follows:

> That the wife is to receive an undivided two-thirds (2/3) interest in the said realty and to pay the balance of a mortgage in the approximate sum of Three Thousand Seven Hundred Dollars ($3700.00) and that the husband is to receive an undivided one-third (1/3) interest in the aforementioned described premises.

IT IS FURTHER UNDERSTOOD AND AGREED, By and between the parties that in the event the wife shall remarry, the parties hereto agree that the realty as herein described shall be sold and disposed of within six (6) months of the date of such re-marriage and the proceeds thereof distributed in accordance with this Agreement and according to the interest which the parties have therein.

IT IS FURTHER UNDERSTOOD AND AGREED, By and between the parties that the real property herein described, if not sold prior to this contingency, shall then be sold and disposed of within six (6) months after the said minor child of the parties, CELIA CAROLE PUGMIRE reaches her eighteenth (18) birth date and

that the proceeds of such sale shall be distributed in accordance with the respective interests of each of the parties.

HELEN E. PUGMIRE

CECIL S. PUGMIRE

STATE OF IDAHO)
) SS:
COUNTY OF BANNOCK)

Personally appeared before me, HELEN E. PUGMIRE and CECIL S. PUGMIRE and represented that they have read the hereinbefore Separation Agreement and understand the same.

HELEN E. PUGMIRE

CECIL S. PUGMIRE

SUBSCRIBED AND SWORN To before me this 9th day of June, 1949.

HENRY MCQUADE
Notary Public
Residing in Pocatello, Idaho
Comm. expires: 3-7-1951.

4

FILED
Anna Keeper

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

1949 JUN -9 PM 3:18

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

DOROTHY McMILLAN,

Plaintiff,

-vs-

ELMER McMILLAN,

Defendant.

6621

JUDGMENT AND DECREE

The above-entitled action having come on for trial before the Honorable Isaac McDougall, District Judge, this 9th day of ~~March~~ June, 1949. Plaintiff appeared in person and with her attorneys, Black and Black of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has now expired, and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections, that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises and good cause appearing therefore:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and she is hereby awarded an absolute divorce from the defendant.

2. IT IS FURTHER ORDERED, ADJUDGED AND DECREED That defendant pay to plaintiff the sum of $125.00 for her use in paying her attorneys, Black and Black of Pocatello, Idaho, for attorneys' fees and costs in this action, or pay the same direct to Black and Black, attorneys, for said purpose, said sum to be paid immediately.

Dated this 9th day of ~~March~~ June, 1949.

ISAAC McDOUGALL
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Dorothy McMillan, Plaintiff, -vs- Elmer McMillan, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 15th day of June, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED
ANNA KEEFE

6622

1949 JUN 16 PM 3:03
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR
THE COUNTY OF BANNOCK

MARIE BREWSTER,)
Plaintiff,)
vs.)
GRANT BREWSTER,)
Defendant.)

D E C R E E

This matter having come on to be heard in Chambers in Pocatello, Idaho, this 16th day of June, 1949, and the plaintiff appearing in person and by Louis F. Racine, Jr., her attorney, and the defendant appearing not, but making default, the Court has proceeded to hear the evidence from which it appears and the Court finds:

That all of the material allegations of the Complaint of Plaintiff are true and sustained by testimony free from all legal exceptions as to its competence, admissibility and sufficiency; that said defendant was regularly served with Summons issued in this action and with a copy of the Complaint and Order To Show Cause why the defendant should not pay attorney's fee and costs and be restrained from interfering with or molesting the plaintiff; that defendant made no answer or appearance within the time prescribed by law; that the defendant's default has been duly entered herein;

That a reasonable attorney's fee is the amount of $100 and that the defendant in said action is able to pay said amount in behalf of plaintiff; that the costs of filing the Complaint and retaining service of Summons, Order to Show Cause and the Complaint was in the amount of $17.50 and that the defendant should pay said amount.

That as a conclusion of law from the foregoing facts, the Court determines that the plaintiff is entitled to a divorce from the defendant on the ground of extreme cruelty; that there is no community property belonging to the parties hereto; that ALL AND SINGULAR the law and the facts are by this Court understood and fully considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage between the plaintiff, Marie Brewster and the defendant, Grant Brewster be and is hereby dissolved on the ground of extreme cruelty; that the said parties are, and each of them is, free and absolutely released from the bonds of matrimony, and all of the obligations thereof; that the plaintiff and the defendant, and each of them, be and are immediately restored to the status of single persons; that the parties hereto have no community property; that the parties hereto have had no children as result of said marriage; that the plaintiff herein have judgment against the defendant in the sum of $100 as reasonable attorney's fees encurred by plaintiff in said action, together with costs in the amount of $17.50; that the defendant be permanently enjoined and restrained from interfering with or molesting the plaintiff.

Done in Chambers at Pocatello, Idaho, this 16th day of June, 1949.

ISAAC MC DOUGALL

District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Marie Brewster, Plaintiff -vs- Grant Brewster, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 22nd day of June, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6623

FILED
anna Keeffe

1949 JUN 17 AM 11:41
CLERK, RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

JEWEL SALING,
PLAINTIFF,
VS
HARRY R. SALING,
DEFENDANT,

D E C R E E

This cause having come on regularly for hearing this 17th day of June, 1949, before the above entitled court, sitting without a jury, witnesseth:

It appearing to the satisfaction of the court that the defendant had been duly and regularly served with Summons, herein, and had appeared in this cause by filing Demurrer, and that the said defendant had later withdrawn said Demurrer and refused to plead further in this cause, and it further appearing that the default of the defendant for such refusal to plead further had been duly and regularly entered; and the plaintiff appearing in person and by her attorney, B. A. McDevitt, and the defendant appearing neither in person or by attorney, and the court being fully advised in the premises and being satisfied that the allegations of the plaintiff's complaint are true, and she is entitled to such relief as in the said complaint.

Now therefore, it is hereby ordered, adjudged and decreed; that the bonds of matrimony existing between the plaintiff and the defendant are hereby dissolved, divorced and set aside and parties hereto restored to the status of single persons. Defendant is further ordered to pay all community debts until date of this decree

Done in open court this 17th day of June, 1949.

ISAAC McDOUGALL
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Jewell Saling, Plaintiff -vs- Harry R. Saling, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 22nd day of June, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO IN AND FOR BANNOCK COUNTY.

15811

LAURA ANN SORENSEN,

PLAINTIFF

- vs -

TED SORENSEN,

DEFENDANT

F I L E D
Anna Keefe
1949 JUN 17 PM 3:36
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
By: Sarah Devaney, Deputy

DECREE OF DIVORCE

This matter came regularly on to be heard before the Hon. Isaac McDougall, District Judge, on the 17th day of June, 1949. Alfred C. Cordon appeared for and on behalf of the plaintiff, and no one appeared for or on behalf of the defendant. It appeared to the Court that the defendant had been duly and regularly served with summons and failed within the time allowed by law or at all to appear and plead to the complaint of the plaintiff and defendant's default for thus failing to appear has been duly and regularly entered. Evidence was introduced for and on behalf of the plaintiff, from which evidence it appears that the plaintiff is entitled to the relief demanded by her complaint;

Now, therefore, the Court being fully advised in the law and the premises:

It is hereby ordered, adjudged and decreeed that a decree of divorce be and the same is hereby granted the plaintiff, Laura Ann Sorensen, of and from the defendant, Ted Sorensen, upon the grounds of extreme cruelty and for fault of the defendant, and that certain marriage contraced between said parties at Pocatello, Idaho, on or about the 22nd day of January, 1949, be and same is hereby dissolved and said parties are and each of them is restored to the status of single persons.

It is further ordered, adjudged and decreed that the plaintiff's maiden name of Laura Ann Gamwells, be restored to her.

It is further order, adjudged and decreed that the care, custody and control of the expected child when born, be awarded to the plaintiff, and if a boy, his name be William Hugh Sorensen, and if a girl, Laura Jannette Sorensen.

Done and dated in Chambers at Pocatello, Idaho, this 17th day of June, 1949.

Isaac McDougall

Dist. Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Laura Ann Sorensen, Plaintiff -vs- Ted Sorensen, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 22nd day of June, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6625

FILED
ANNA KEEFE

1940 JUN 21 PM 4:39
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

MILDRED L. BYERS,)

Plaintiff.)

-vs-) D E C R E E.

NEIL W. BYERS,)

Defendant.)

- -

The above entitled cause having come on regularly for hearing before the Court, and the plaintiff appearing in person and by her counsel, Ben Peterson, and the defendant appearing not, either in person or by counsel, and it appearing to the Court that the defendant has been duly and regularly served with Summons and Complaint as required by law, and that the time has expired for filing of an appearance by the defendant, and that no appearance has been filed, and it further appearing that the default of the defendant has been duly and regularly made and entered, and that the defendant is not a person within the terms and provisions of the Soldiers' and Sailors' Civil Relief Act of 1940; and the plaintiff having been duly sworn and testified on her own behalf, and Ben Peterson having been sworn and testified in respect to the residence of the plaintiff; and it further appearing that the parties hereto have entered into a written Stipulation providing for full and complete settlement of all the property rights of the parties, and it further appearing that said Stipulation and the terms thereof are fair, just and equitable to each of the parties, and that the same should be approved by the Court, and the Court being fully advised in the premises and having found that the allegations of plaintiff's Complaint are fully sustained by the proof, and that the plaintiff is entitled to relief prayed for.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, as follows:

I.

That the bonds of matrimony heretofore existing between the parties be,

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

and the same are hereby, dissolved, and an absolute Decree of Divorce is hereby granted in favor of the plaintiff and against the defendant, and the parties, and each of them, are restored to their status of unmarried persons.

II.

That the custody of the minor children of the parties, namely, Donald Byers, age thirteen (13) years, Harvey Byers, age ten (10) years, and Sandra Byers, age nine (9) years, be awarded jointly to said parties, and that the parties hereto may agree that the children may reside with the parties in accordance with the agreement that the parties make from time to time.

III.

That the defendant pay to the plaintiff the sum of Twenty-Five Dollars ($25.00) per month for each child that the plaintiff has in her possession, for and during the time that said child is with the plaintiff.

IV.

That the Stipulation entered into between the parties, heretofore referred to, become a part of this Decree, by reference, and is in all of its terms and provisions expressly approved and adopted by this Decree.

DONE IN OPEN COURT, This 21st day of June, 1949.

Ira E. Glennan
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Mildred L. Byers, Plaintiff -vs Neil W. Byers, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 22nd day of June, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT IN AND FOR THE COUNTY OF BANNOCK, STATE OF IDAHO

1949 JUN 22 AM 11:29

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

DELIA B. ESTES,

Plaintiff,

-V-

WILLIAM L. ESTES, and PACIFIC FRUIT EXPRESS COMPANY,

Defendants,

FINAL DECREE

6626

The above-entitled cause came on for trial before the Honorable Isaac McDougall, Judge of the above-entitled Court at the court room of said court in Pocatello, Bannock County, Idaho, this 22nd day of June, 1949, at 11 o'clock A.M., of said day. The plaintiff was present in person and with her counsel, John L. Long, of Pocatello, Idaho, and the defendant was present and represented by his counsel, Merrill Gee.

Witnesses were sworn and testified in support of the allegations of plaintiff's Complaint and of the Answer of the defendant, and documentary evidence was introduced, and the court having heard the evidence and being fully advised makes its Findings of Fact and Conclusions of law as follows:

1. That the plaintiff and defendant entered into a consensual marriage at the City of Idaho Falls, Bonneville County, Idaho, on the 8th day of February, 1947, and ever since said date have resided and cohabited together and are husband and wife.

2. That there has been no issue of said marriage.

3. That no community property has been accumulated by the parties hereto as a result of said marriage.

4. That beginning at a period of about four months after the marriage of plaintiff and defendant, the defendant commenced and has continued to pursue a course of physical cruelty toward the plaintiff without just cause or provocation and inflicted grievous bodily injuries and grievous mental suffering upon the plaintiff, and as the conclusions of law from the foregoing facts, the court finds that the defendant is guilty of extreme cruelty, and that the plaintiff is entitled to a Decree of divorce from the defendant.

5. That the plaintiff and defendant have entered into a stipulation by and through their respective counsel under which the plaintiff has agreed to accept the sum of Two Hundred and Twenty Five Dollars ($225.00) in full settlement of all the claims made by the plaintiff in the complaint filed herein, and the court approving thereof.

IT IS NOW ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between plaintiff and defendant be, and the same are hereby dissolved, and the parties hereto restored to the status of unmarried persons with all the rights and privileges appertaining thereto.

2. That the plaintiff may resume her name prior to said marriage, to-wit, the name of Delia Bess McGill.

3. That the defendant pay to the plaintiff the sum of Two Hundred and Twenty Five ($225.00) Dollars in full settlement and satisfaction of each and every claim made in plaintiff's complaint and as settled and agreed between plaintiff and defendant in that certain stipulation made and entered herein and of even date herewith, and referred to in paragraph five of the Findings of Fact and Conclusions of Law set forth herein.

Dated this 22nd day of June, 1949.

ISAAC McDOUGALL
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

FINAL DECREE

Bella B. Estes, Plaintiff -vs- William L. Estes, and Pacific Fruit Express Company, Defendants.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 22nd day of June, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED
1949 JUN 24 PM 3:00
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

LORNA WALKER, Plaintiff, -vs- GEORGE T. WALKER, Defendant.	6627 DECREE

- - -

This cause came on regularly to be heard and tried before the undersigned, one of the Judges of the above entitled Court, at Pocatello, on the 24th day of ~~May,~~ June 1949, the plaintiff appearing in person and by her attorney, Henry McQuade and the defendant appearing neither in person nor by counsel,

It appearing to the Court that the defendant has been served with Summons and Complaint and failed to appear or plead in said action within the time allowed by law or at all, and default judgment has been duly entered against him,

Evidence was offered and received for and on behalf of the plaintiff in support of the allegations of her Complaint from which it appears that each and every one of the allegations of the Complaint are true and such are found to be facts;

NOW, THEREFORE, The law and the evidence being by the Court understood and considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Lorna Walker and George T. Walker, defendant, be, and the same are hereby dissolved and each of the parties is hereby restored to the status of a single person.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be awarded the equity in the following

described realty:

4-Room house on Lots 11 and 12, Block 4, Halls first addition to the Village of Lava Hot Springs, Bannock County, State of Idaho;

together with miscellaneous household furniture.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be awarded the care, control and custody of the said minor children of the parties to this action, to-wit: Margie Rosalie, age sixteen (16) years and Thomas Wayne of the age of fourteen (14) years.

JUDGMENT RENDERED And entered at Pocatello, County of Bannock, State of Idaho, this 24th day of ~~May~~ June, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

.....DECREE.....

.....Lorna Walker, Plaintiff -vs- George T. Walker, Defendant.....

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this First day of July, 19 49

By..... Anna Keefe

Deputy Clerk, District Court, Ex-Officio Auditor and Recorder

6628

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MORRELL K. MOFFAT,	)	F I L E D Anna Keefe CLERK, AUDITOR & RECORDER BANNOCK COUNTY, IDAHO 1949 JUN 30 PM. 2:08
Plaintiff,	)	
vs.	)	DECREE OF DIVORCE
VIOLA M. MOFFAT,	)	
Defendant.	)	

This cause came regularly on for trial on the 24th day of June, 1949 before Honorable L. E. Glennon, District Judge. Louis F. Racine, Jr., attorney at law, appeared for and on behalf of the defendant and cross complainant. Phillips and Haight, attorneys at law, appeared for and on behalf of the plaintiff and cross defendant. Evidence was introduced on the issue by the complaint of the plaintiff and the answer of the defendant thereto and the cross complaint of the defendant and the answer of the plaintiff thereto. Findings of Fact and Conclusions of Law were expressly waived by the parties and said cause was submitted to the Court for decision.

The Court now being fully advised in the law and the premises, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the plaintiff take nothing by reason of his complaint.

That a divorce be and is hereby granted the cross complainant against the cross defendant upon her complaint; and that the marriage existing between the said parties be and the same is hereby dissolved and the said Morrell K. Moffat and Viola M. Moffat, and each of them be and they are hereby restored to the status of a single person.

That the care, custody and control of Eileen Gay Moffat, the minor child of the parties and the same is hereby awarded to Viola M. Moffat with the right of reasonable visitation in Morrell K. Moffat, the plaintiff and father of said minor.

That the plaintiff, Morrell K. Moffat, shall pay to Viola M. Moffat, for her support and the support of said minor child, the sum of $100.00 per month, beginning July 1, 1949, and on the first day of each succeeding month thereafter until further order of the Court.

That there is no community property acquired by the parties and to be awarded by the Court.

Dated this 24th day of June, 1949.

Judge L. E. Glennon
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Morrell K. Moffat Plaintiff -vs- Viola M. Moffat, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this First day of July, 19 49.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6629

FILED
ANNA KEEFE
1949 JUN 29 PM 2:46
CLERK, AUDITOR & RECORDER

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY, IDAHO

15461

STELLA STAHL, :
Plaintiff, :
-vs- : DECREE
HENRY FRED STAHL, :
Defendant. :

This cause came on regularly for hearing on this 29th day of June, 1949, before the Honorable L. E. Glennon, Judge of the above entitled court, the plaintiff appearing in person and by her counsel, P. A. Mc Dermott, and the defendant neither appearing in person nor by counsel, and it appearing that the defendant was duly and regularly served with summons and complaint in this action, according to law, and that the defendant failed to appear and answer, or otherwise plead within the time allowed by law, or at all, and that the default of said defendant has been duly and regularly entered herein;

Whereupon evidence was offerred and received for and on behalf of the plaintiff in support of the allegations of her complaint, from which it appears that the allegations of said complaint are true, and said matters so alleged and proved on behalf of plaintiff are sufficient to entitle her to the relief prayed for in her complaint;

Now, on the motion of P. A. Mc Dermott, Attorney for plaintiff, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby dissolved and the parties freed from all obligations thereof.

Dated this 29th day of June, 1949.

L. E. Glennon
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Stella Stahl, Plaintiff -vs- Henry Fred Stahl, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this First day of July, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6630

FILED
ANNA KEEFE
1949 JUN 30 PM 12:00
CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

HELEN H. WATSON,
Plaintiff,
-vs-
EMMET WATSON,
Defendant.

DECREE
Case No. 15874

This cause came on regularly to be heard and tried before the undersigned, one of the Judges of the above entitled Court, at Pocatello, on the 30th day of ~~July,~~ June 1949, the plaintiff appearing in person and by her attorney, Henry McQuade and the defendant appearing neither in person nor by counsel,

It appearing to the Court that the defendant has been served with Summons and Complaint and failed to appear or plead in said action within the time allowed by law or at all, and default judgment has been duly entered against him,

Evidence was offered and received for and on behalf of the plaintiff in support of the allegations of her Complaint from which it appears that each and every one of the allegations of the Complaint are true and such are found to be facts;

NOW, THEREFORE, The law and the evidence being by the Court understood and considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Helen H. Watson and Emmet Watson, defendant, be, and the same are hereby dissolved and each of the parties hereby is restored to the status of a single person.

IT IS HEREBY ORDERED ADJUDGED AND DECREED, That the maiden name of Helen H. Howard be restored to the plaintiff.

JUDGMENT RENDERED And entered at Pocatello, County of Bannock, State of Idaho, this 30th day of ~~July,~~ June 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Helen H. Watson, Plaintiff -vs- Emmet Watson, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this First day of July, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH.

RALPH FIELDS,

Plaintiff,

-vs-

THEONA FIELDS,

Defendant.

DECREE

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at St. Maries, Benewah County, Idaho, on the date hereof, plaintiff appearing in person and with Carl M. Buell, attorney therefor; defendant appearing through Jack McQuade, her attorney, by demurrer, and the demurrer having been submitted and overruled and the defendant declining to further plead and waiving notice of time and place of hearing on the complaint, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff, during the pendency of this action, has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service, as shown by the records herein.

3. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of grievous mental suffering.

Entered at St. Maries, Benewah County, Idaho, this 11th day of May, 1949.

Seal

O. C. WILSON
DISTRICT JUDGE

Attest:

R.H. Whiteside
Clerk, District Court

By
Deputy

Indexed 71062 Compared By

STATE OF IDAHO)
County of Benewah) ss.
Filed May 11 1949
at 10:55 O'clock A.M.
R.H. Whiteside, Clerk, District Court
By Deputy E-275

Form C-500—Certificate of True and Correct Copy. PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 63458

STATE OF IDAHO,
COUNTY OF BENEWAH, } SS.

I, R. H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the

original Decree, Case No. 1936, Fields vs. Fields

now on file in my office.

Witness my hand and seal on this, the

11th day of May, 19 49

R. H. Whiteside
Clerk of the District Court.

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT, OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH.

PATSY L. BRYNTESEN and MRS. MIKE DIMICO, her parent,
Plaintiffs,

-vs-

MELVIN C. BRYNTESEN,
Defendant.

D E C R E E

The above entitled cause came on regularly for trial before the court sitting without a jury at St. Maries, Idaho, on the 11th day of May, 1949. Plaintiffs appeared in person and represented by their attorney, Carl M. Buell. Defendant did not appear either in person or by attorney, and the defendant being in default he having been served with summons and complaint in the above entitled cause on the 25th day of March, 1949, and more than twenty days having expired since that time, and he having failed to appear, demur or answer, his default, on motion of the plaintiffs, was entered. Whereupon, testimony and corroborating testimony was offered for and on behalf of the plaintiff, and oral and other evidence was admitted. No testimony was offered for and on behalf of the defendant, and the court having made and filed his findings of facts and conclusions of law:

Now, therefore, by reason of the law and the premises, be it and it is hereby ORDERED, ADJUDGED AND DECREED, that the court has jurisdiction of the parties and the subject matter of this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the marriage of Patsy L. Bryntesen and Melvin C. Bryntesen be and the same hereby is annulled and declared null and void.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the maiden name of Patsy L. Bryntesen, that of Patsy L. Dimico, be and the same hereby is restored to her.

Dated this 11th day of May, 1949.

Seal

ATTEST:

R.H. Whiteside
Clerk of the District Court.

D. C. Wilson
DISTRICT JUDGE

(Copy)

Indexed 71061 Compared By

STATE OF IDAHO) ss.
County of Benewah)
Filed May 11 1949
at 10:45 O'clock A.M.
R.H. Whiteside, Clerk District Court By Deputy. E-274

Form C-500—Certificate of True and Correct Copy.

PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 63458

STATE OF IDAHO,
COUNTY OF BENEWAH, } ss.

I, R.V. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the

original Decree, Case No. 2079, Bruntesen vs. Bruntesen

now on file in my office.

Witness my hand and seal on this, the

11th day of May, 19 49

R V Whiteside
Clerk of the District Court.

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH

VIOLA SARGENT,
Plaintiff,
vs.
TED. A. SARGENT,
Defendant.

DECREE

The above entitled cause came on regularly for trial before the court sitting without a jury at St. Maries, Idaho, on the 14th day of June, 1949. Plaintiff appeared in person and represented by her attorney, Robert McFadden. The defendant did not appear either in person or represented by attorney, and the defendant having been regularly served with summons and complaint by publication and mailing, and he having failed to appear, demur or answer within the time allowed by law, or at all, and being in default, and his default having been entered, the court proceeded to hear the case. Whereupon testimony was submitted for and on behalf of the plaintiff, and oral and documentary evidence received, and it further appearing to the court that the defendant is not in the military services of the United States in any capacity whatsoever, and the court having made and filed his Findings of Facts and Conclusions of Law,

NOW, THEREFORE, by reason of the law and the premises and by reason of the findings of facts and conclusions of law,

IT IS ORDERED, ADJUDGED AND DECREED that the court has jurisdiction of the parties and the subject matter of the action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Viola Sargent, be and she hereby is granted and given an absolute

decree of divorce from the defendant, Ted A. Sargent, and the parties are released from each other and from all matrimonial obligations, and restored to the status of single persons.

Dated this 14 day of June, 1949.

O. C. Wilson
DISTRICT JUDGE

ATTEST:

R. H. WHITESIDE
Clerk of the District Court

(Seal)

71203
Compared Indexed
By
Filed June 14, 1949
At 11:06 A.M.
R. H. Whiteside
Clerk District Court
By
Deputy

E-276

Form C-900—Certificate of True and Correct Copy. PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 63458

STATE OF IDAHO, }
COUNTY OF BENEWAH, } ss.

I, R. H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the

original Decree Case No. 2077 Sargent vs. Sargent

now on file in my office.

Witness my hand and seal on this, the

14th day of June, 1949

R. H. Whiteside
Clerk of the District Court.

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH

JEAN BURKETT,

Plaintiff,

-vs-

CHARLES BURKETT,

Defendant.

DECREE

The above entitled cause came on regularly for trial before the Court sitting without a jury at St. Maries, Idaho, on the 14th day of June, 1949, at o'clock M.. Plaintiff appeared in person and represented by her attorney, Carl M. Buell; the defendant did not appear in person or by attorney and the defendant having been served with summons and complaint in this cause by publication, and he having failed to appear, demur, or answer within the time allowed by law, or at all, and he having been in default, his default was heretofore entered; That an affidavit was filed that said defendant was not in military service during the pendancy of this action, or at all. Whereupon, testimony was submitted on defendant and the Court have made and filed his Findings of Facts and Conclusions of Law.

NOW, THEREFORE, by reason of the Law and the premises, and by reason of the Findings of Facts and Conclusions of Law, it is hereby ORDERED, ADJUDGED, AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of the action.

It is further ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff, Jean Burkett, and the defendant, Charles Burkett, be and the same are wholly and forever dissolved, and the parties are released from each other and from all matrimonial obligations and the plaintiff is granted and given an absolute decree of divorce from the defendant, and that the plaintiff is awarded custody, control and care of said minor children, Edward Burkett and Celina Burkett.

DATED this 14th day of June, 1949. Compared 71205 Indexed

STATE OF IDAHO) SS.
County of Benewah)
Filed June 14 1949

/s/ C. C. WILSON
DISTRICT JUDGE

at 11:2; A.M.
R. H. Whiteside
Clerk District Court
By
Deputy

Seal

ATTEST:

R. H. Whiteside
Clerk of the District Court

Deputy

E-278

Form. C-500—Certificate of True and Correct Copy.

PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 63458

STATE OF IDAHO,
COUNTY OF BENEWAH, } SS.

I, R. H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the

original Decree Case No. 2081 Burkett vs. Burkett

now on file in my office.

Witness my hand and seal on this, the

14th day of June, 1949

R. H. Whiteside
Clerk of the District Court.

6635

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT IN AND FOR THE COUNTY OF BENEWAH, STATE OF IDAHO.

JOHN DeMERITT,

Plaintiff,

-vs-

ALYCE DeMERITT,

Defendant.

D E C R E E

The above entitled action came on regularly for trial before the Court sitting without a jury on the 14th day of June, 1949, at ten o'clock A. M.; Plaintiff appearing in person and represented by his attorney, CARL M. BUELL, and the defendant did not appear in person or by attorney; defendant having been served with summons and complaint on the 16th day of May, 1949, and she having failed to appear, demur, or answer within the time allowed by, or at all, and she being in default, her default was heretofore entered; that an affidavit was filed that said defendant was not in the military service during the pendency of this action or at all. WHEREUPON testimony was submitted upon behalf of the defendant and the Court having waived the Findings of Facts and Conclusions of Law,

NOW, THEREFORE, by reason of the law and premises it is hereby ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of the action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the defendant and the plaintiff, be and the same hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is granted and given an absolute decree of divorce from the defendant.

IT IS FURTHEREORDERED, ADJUDGED AND DECREED, that the plaintiff is to have the custody, control and care of said minor children, JOHN VERNON DeMERITT And AMY EMMA DeMERITT, and the defendant is to have the right to see the children at reasonable times and places.

DATED this 14th day of June, 1949.

Attest:

R. H. Whiteside
Clerk of the District Court

(Seal)

Campared Indexed
By 71206
STATE OF IDAHO)ss.
County of Benewah)
Filed June 14, 1949
at 11:31 A.M.

/s/ O. C. WILSON
DISTRICT JUDGE.

R. H. Whiteside
Clerk District Court
By
Deputy

E-279

Form C-500—Certificate of True and Correct Copy.

PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 63458

STATE OF IDAHO, }
COUNTY OF BENEWAH, } ss.

I, R. H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the

original Decree Case No. 2083 DeMeritt vs. DeMeritt

now on file in my office.

Witness my hand and seal on this, the

14th day of June, 1949

R. H. Whiteside
Clerk of the District Court.

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH.

JAMES MARQUETTE,

Plaintiff,

-vs-

NORMA MARQUETTE,

Defendant.

D E C R E E

The above entitled action came on regularly for trial before the Court sitting without a jury on the 14th day of June, 1949, at ten o'clock A.M. at St. Maries, Idaho. Plaintiff appeared in person and represented by his attorney, CARL M. BUELL, and the defendant did not appear in person or by attorney; defendant having been served with summons and complaint on the 13th day of May, 1949, and she having failed to appear, demur or answer within the time allowed by law, or at all, and she being in default, her default was heretofore entered; that an affidavit was filed that said defendant was not in the military service during the pendency of this action or at all. Whereupon testimony was submitted upon behalf of the defendant, and the Court having waived the Findings of Facts and Conclusions of Law.

NOW, THEREFORE, by reason of the law and premises it is hereby ORDERED, ADJUDGED, AND DECREED:

That The Court has jurisdiction of the parties and the subject matter of this action.

It is further ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the defendant and the plaintiff, be and the same is hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant.

DATED this 14th day of June, 1949.

Seal

ATTEST:

R. H. Whiteside
Clerk of the District Court.

By _____ Deputy.

/s/ O. C. WILSON
DISTRICT JUDGE

Compared
By 71207 Indexed
STATE OF IDAHO) ss.
County of Benewah)
Filed June 14, 1949
At 11:35 A.M.
R. H. Whiteside
Clerk District Court E-280
By
Deputy

Form C-500—Certificate of True and Correct Copy.

PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 63458

STATE OF IDAHO,
COUNTY OF BENEWAH, } SS.

I, R. H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the

original Decree Case No. 2084 Marquette vs. Marquette

now on file in my office.

Witness my hand and seal on this, the

14th day of June, 1949

R. H. Whiteside
Clerk of the District Court.

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH.

MARIE LOUCKS,

Plaintiff,

-vs-

BYRON LOUCKS,

Defendant.

D E C R E E

The above entitled action came on regularly for trial before the Court sitting without a jury on the 14th day of June, 1949, at ten o'clock A. M.; Plaintiff appearing in person and represented by her attorney, CARL M. BUELL, and the defendant did not appear in person or by attorney; defendant having been served with summons and complaint on the 17th day of May, 1949, and he having failed to appear, demur, or answer within the time allowed by law, or at all, and he being in default, his default was heretofore entered; that an affadavit was filed that said defendant was not in the military service during the pendency of this action or at all. WHEREUPON testimony was submitted upon behalf of the defendant and the Court having waived the Findings of Facts and Conclusions of Law,

NOW, THEREFORE, by reason of the law and premises it is hereby ORDERED, ADJUDGED, AND DECREED:

That the Court has jurisdiction of the parties and the subject matterof the action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the defendant and the plaintiff, be and the same hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff is to have the custody, control and care of said minor child, FREDDIE ELDON LOUCKS, and the defendant is to have the right to see the child at reasonable times and places.

DATED this 14th day of June, 1949.

/s/ O. C. WILSON
DISTRICT JUDGE.

Attest:

R. H. Whiteside
Clerk of the District Court

Seal

Compared 71208 Indexed
STATE OF IDAHO) ss.
County of Benewah)
Filed June 14, 1949 at 11:40 A.M.
R. H. Whiteside
Clerk District Court
By Deputy

E-281

Form C-500—Certificate of True and Correct Copy.

PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 63458

STATE OF IDAHO,
COUNTY OF BENEWAH, } SS.

I, R. H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the

original Decree Case No. 2085 Loucks vs. Loucks

now on file in my office.

Witness my hand and seal on this, the

14th day of June, 1949

R. H. Whiteside
Clerk of the District Court.

6638

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH

RICHARD BOGARDUS,

Plaintiff,

-vs-

ELLA MAE BOGARDUS,

Defendant.

DECREE

The above entitled action came on regularly for trial before the court sitting without a jury on the 22nd day of June, 1949, at 10' o'clock A. M. Plaintiff appeared in person and represented by his attorney, CARL M. BUELL, and the defendant did not appear in person or by attorney; defendant having been served with summons and complaint on the 31st day of May, 1949, and she having failed to appear, demur or answer within the time allowed by law, or at all, and she being in default, her default was heretofore entered; that an affidavit was filed that said defendant was not in the military service during the pendency of this action or at all. Whereupon testimony was submitted upon behalf of the defendant and the Court having filed its Findings of Facts and Conclusions of Law.

NOW, THEREFORE, by reason of the law and premises it is hereby ORDERED, ADJUDGED AND DECREED:

That the court has jurisdiction of the parties and the subject matter of the action.

It is further ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the defendant and the plaintiff be, and the same is hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be awarded the custody, care and control of said minor children, Richard Douglas and Linda Lee; and that the community property be decreed the seperate property of the said plaintiff.

DATED this 22nd day of June, 1949.

Seal

ATTEST:

R. H. Whiteside
Clerk of the District Court

By _____ Deputy.

E. V. Boughton
DISTRICT JUDGE

Indexed 71254 Compared By

STATE OF IDAHO) ss.
County of Benewah)

Filed June 23, 1949 at 10:25 A.M.
R.H.Whiteside Clerk District Court
By Deputy E-281

Form C-500—Certificate of True and Correct Copy.

PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 63458

STATE OF IDAHO,
COUNTY OF BENEWAH, } ss.

I, R. H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the

original Decree Case No. 2087 Bogardus vs. Bogardus

now on file in my office.

Witness my hand and seal on this, the 22nd day of June, 1949

[illegible]
Clerk of the District Court.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM.

GLEN J. CAPSON,

Plaintiff,

-vs-

JEAN H. CAPSON,

Defendant.

D E C R E E

The above entitled cause having come on regularly for hearing before the Honorable Preston Thatcher, the plaintiff appearing in person and by his attorney, Robert M. Kerr, Jr. and the defendant appearing by her attorney, H. William Furchner, and the witnesses for the plaintiff having been examined and cross-examined and a Stipulation executed by the parties and their attorneys of record, having been presented to the Court as a basis for the division of the property of the parties and the care and custody, control, and maintenance of Cathy Capson, minor child of the parties, and the parties in open court having waived the making of Findings of Fact, Conclusions of Law, and the Court having heard and considered the evidence, and it appearing satisfactorily to the Court that each and all of the material allegations, and averments in the plaintiff's complaint are true, and that the said Stipulation and Agreement is a just, equitable, and proper basis for the division of the property of the parties, the care and custody and control and maintenance of the said minor child, and the payment of the costs incurred in this action;

NOW, THEREFORE, the Court being fully advised in the law and the premises, finds that the plaintiff is entitled to a decree of divorce as prayed in said complaint, and approves and confirms the said stipulation and agreement; and

IT IS ORDERED, ADJUDGED, AND DECREED that the plaintiff is entitled to a divorce from the defendant on the grounds stated in his complaint, and that the bonds of matrimony heretofore existing between the said Glen J. Capson and Jean H. Capson be, and the same are

hereby absolutely dissolved and the parties are, and each of them is, hereby relieved from the obligations thereof and restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the defendant shall be and she is hereby awarded the care, custody, and control of the minor child of the parties to-wit: Cathy Capson, a daughter, age two years or thereabouts, subject to the right of the plaintiff to visit said child and have said child visit him at any reasonable time and place, subject also to the restriction that the said defendant shall not remove the permanent residence of said child from the State of Idaho, without first obtaining the written consent of the plaintiff thereto or the approval of this Court after due notice to said plaintiff; provided however, that the Court shall retain and reserve jurisdiction to make such further ordens for the care, maintenance and control and custody of said minor child as may appear to be necessary for her best interests.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the following described property shall be and the same is hereby awarded and set apart to the defendant as her sole and separate property, to-wit: washing machine, baby's play pen, baby's bed, and personal clothing and effects of the defendant and the said minor child.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that any and all other property heretofore acquired by the parties including particularly an equity in a band of sheep and equipment therefor, miscellaneous household furniture and fixtures, and household goods, including particularly a bed, radio, platform rocker, chest of drawers, kitchen stove, Leonard refrigerator, kitchen table and chairs, miscellaneous dishes and cooking utensils and oil stove and that parcel of real estate situated in the County of Bingham, State of Idaho, and described as follows, to-wit:

Commencing at a point 378 feet South of the Northeast corner of Lot Three, in Section Three in Township Three, South of Range Thirty-five, East of

the Boise Meridian, in Idaho, which point is the intersection of the North and South center line of said Section Three with the South line of Parsons or 48th Street; thence West along the South line of 48th or Parsons Street 225 feet to the place of beginning; thence South at right angles to said Street 150 feet; thence East at right angles and parallel to said street 54 feet; thence North at right angles to said street 150 feet; thence West at right angles and along the South line of said Street 54 feet to the place of beginning;

Together with the ditches, ditch rights of way and water rights and the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

be and the same is hereby awarded and set apart to the plaintiff as his sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that as a further division of the property of the parties that the plaintiff shall pay to the defendant forthwith the sum of SEVEN HUNDRED FIFTY and no/100 DOLLARS ($750.00) and the further sum of FIVE HUNDRED DOLLARS ($500.00) on or before the 1st day of December, 1949, and that to secure the payment of said sum, the real property awarded to the plaintiff and described hereinabove is hereby impressed with a lien and said lien is hereby decreed to be a first, prior, and paramount lien upon the said real estate of the plaintiff, prior to and paramount to the right of the parties hereto, or either of them.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the plaintiff shall pay to the defendant for the support and maintenance of said minor child the sum of $30.00 per month, with the first of such installments being payable forthwith and the further installments being payable on or before the 1st day of each and every month hereafter, until said child reach her maturity or further order be made herein.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that each party to this proceeding shall pay his or her own costs and attorney's fees.

Done in open Court this _____ day of _____, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO)
:ss.
County of Bingham)

I hereby certify the foregoing to be a full, true and correct copy of the original DECREE OF DIVORCE on file in my office in the above entitled action,

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the above named Court this _____ day of _____, 1949.

V. F. WOOTTON
CLERK

By: Von Reese Munson
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

Geneil Jackman,
Plaintiff

vs.

Donald B. Jackman,
Defendant

D E C R E E

In this action the defendant having been duly and regularly personally served with summons and complaint within the County of Bingham, State of Idaho, and the time allowed by law for answering herein having expired, and defendant having failed to appear and either plead or answer to plaintiff's complaint and the default of said defendant having been duly and regularly entered according to law, this cause came on regularly for hearing before Hon. Preston Thatcher, Judge of the above entitled Court at Blackfoot, Bingham County, Idaho, on the 14th day of June, 1949, upon the complaint of the plaintiff and the default of the defendant, as aforesaid, J. H. Andersen, Esq., appearing on behalf of the plaintiff and the defendant not appearing either in person or by counsel, the Court proceeded to hear the testimony adduced on behalf of the plaintiff and received in evidence a signed agreement between the parties in settlement of their community property rights, custody of the minor children of the parties and providing for the support, maintenance and education of said minors, all subject to approval of the Court, and the Court having fully considered the testimony and having approved said agreement or stipulation between the parties, and being fully advised in the law and the premises,

IT IS HEREBY ORDERED that the bonds of matrimony now existing between the plaintiff, Geneil Jackman, and the defendant, Donald B. Jackman, be, and the same are hereby absolutely dissolved and said parties are, and each of them is hereby restored to the status of single persons and are hereby relieved of all the obligations of matrimony.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the plaintiff be, and

she is hereby awarded as her sole and separate property the following:

One 1936 Ford Coupe
One Philco Refrigerator and
One Coal Range; subject to balance due on the purchase of said Philco Refrigerator under Conditional Sales Contract, which balance of said contract, the defendant shall pay.

IT IS FURTHER ORDERED that until further order of the Court herein, the plaintiff be, and she is hereby awarded the custody of the minor children of said parties, namely, Janie Jackman, age five years, and William Don Jackman, of the age of twenty-one months, with the provisions that the defendant may see and visit said children at reasonable times and places.

IT IS FURTHER ORDERED that until further order of the Court herein, that the defendant pay to the plaintiff monthly, between the 1st and 15th day of each and every month hereafter, commencing with the month of June, 1949, the sum of $50.00 to assist said plaintiff in the support, maintenance and education of said minor children and that said payments shall continue monthly during the minority of said minors.

Dated this 1st day of June, 1949.

Preston Thatcher
District Judge

STATE OF IDAHO)
: ss.
County of Bingham.)

I, V. F. Wootton, Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, State of Idaho, do hereby certify: That the above and foregoing is a full, true and correct copy of the original DECREE OF DIVORCE, in the above entitled cause of action, duly made and entered therein on the 1st day of June, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Court, this 1st day of June, 1949.

V. F. WOOTTON, CLERK,
BY Von Reese Munson
Deputy Clerk,

6641

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF BINGHAM.

Ileana M. Collet,
Plaintiff,
vs.
Grantley H. Collet,
Defendant.

DECREE OF DIVORCE

In this action the defendant, Grantley H. Collet, having been duly served with Summons and Complaint personally in Bingham County, Idaho, and the said defendant having failed to appear and plead or answer to the plaintiff's complaint on file herein, and the time allowed by law for pleading and answering herein having expired, and the necessary affidavit having been filed showing non-military service, the default of the said defendant, in the premises, having been duly and regularly entered herein according to law, this cause came on regularly to be heard before the Judge of the above entitled Court at Chambers in the City of Blackfoot, County of Bingham, State of Idaho, upon the complaint of the plaintiff and the default of the defendant; L. Ivan Jensen, Esq., appearing on behalf of the plaintiff, and the defendant not appearing either in person or by counsel, the Court proceeded to hear the testimony adduced on behalf of the plaintiff, from which it appears that all the material allegations of the plaintiff's complaint are true and are proved true by competent evidence, free from objection or exception as to its sufficiency, relevancy and materiality, and that the plaintiff is entitled to the relief prayed for in said complaint.

Now therefore, the Court being fully advised in the law and the premises, and upon motion of L. Ivan Jensen, attorney for the plaintiff,-

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Ileana M. Collet, and the defendant, Grantley H. Collet, be, and the same are hereby, absolutely dissolved, and the said parties are, and each of them is, hereby restored to the status of single persons, and plaintiff's maiden name, to-wit: Ileana M. Griffin, is hereby restored to her.

Dated this 1st day of June, 1949.

Preston Thatcher
DISTRICT JUDGE.

STATE OF IDAHO,)
:ss.
County of Bingham.)

I, V. F. Wootton, Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, State of Idaho, do hereby certify: That the above and foregoing is a full, true and correct copy of the original DECREE OF DIVORCE, in the above entitled cause of action, duly made and entered therein on the 1st day of June, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Court, this 1st day of June, 1949.

V. F. WOOTTON, CLERK,
BY Doris Mae Munson
DEPUTY CLERK.

X

6642 State

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM.

JOSEPH COLE, Plaintiff, -vs- SARAH A. COLE, Defendant.	COPY FINAL JUDGMENT AND DECREE OF DIVORCE

The above entitled action having been brought on regularly to be heard and tried before the Honorable Preston Thatcher, Judge of the above entitled Court, sitting without a jury, on the 15th day of June, 1949, the plaintiff appearing in person and with his counsel of record, Donald R. Good, Esq., and the defendant failing to appear herein in person, or by counsel, and having failed to file any pleading in this action, and the default of the said defendant, Sarah A. Cole, having been heretofore duly and regularly entered herein according to law, and that the defendant is not in the military or naval service of the United States within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court finds that all material allegations and averments of plaintiff's Complaint are sustained by testimony free from all legal exceptions as to competency, admissibility, or sufficiency, and that said matters so alleged and proved by the testimony of two competent witnesses in behalf of said plaintiff are sufficient in law to entitle the plaintiff to the relief prayed for in his said Complaint.

The Court finds that the plaintiff is a resident of the State of Idaho, and was such a resident of said State at the time of the commencement of this action, and for a period of more than six weeks immediately prior thereto; and that due and legal service of the Summons and Complaint in said action has been made upon the said defendant, Sarah A. Cole, by personal service of a copy of each thereof and that the time allowed by law has expired and that the said defendant

has failed to appear herein or plead in person or by counsel, or otherwise, or at all, and the default of the said defendant has been duly and regularly entered herein, and the Court being fully advised in the premises;

NOW, THEREFORE, upon Motion of Donald R. Good, Esq., attorney of record for plaintiff, It Is Ordered, Adjudged and Decreed by this Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided, the said Court does hereby Order, Adjudge and Decree that the marriage between the plaintiff, Joseph Cole, and the said defendant, Sarah A. Cole, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is freed absolutely and released from said bonds of matrimony, and all of the obligations thereof, and restored to the status of single persons.

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that the following described real and personal property, to-wit:

Real Property

Lots Seven and Eight in Younie's Addition to the City of Blackfoot, Bingham County, Idaho, together with all water, water rights, ditches and ditch rights of way thereunto belonging or in anywise appertaining;

The East 300 feet of the South 200 feet of Lot Ten (10) in Younie's Addition to the City of Blackfoot, Bingham County, Idaho, as shown by the recorded plat of said Addition on file in the Recorder's Office of Bingham County, Idaho, together with all ditches, ditch rights of way and one inch of water in the Blackfoot Irrigation Company; subject to an agreement for the sale thereof to Joe Hernandez, under date of April 2, 1949, upon which there is a balance due plaintiff in the sum of $500.00.

Personal Property

One stove, one cupboard, one table, three chairs, one three-quarters bed with springs, mattress and bedding, silverware, linens, utensils and dishes.

be, and the same is hereby awarded and title thereto confirmed in plaintiff as his sole and separate property, free from all right, title, claim or interest of the defendant in or to the same, or any part or portion thereof;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that the following described personal property, to-wit:

One sideboard, one wardrobe and one washstand

be, and the same is hereby awarded to the defendant as her sole and separate property, free from all right, title, claim or interest of the plaintiff in or to the same, or any part or portion thereof;

Dated at Blackfoot, Bingham County, Idaho, this 15th day of June, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO,)
: ss.
COUNTY OF BINGHAM)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 15th day of June, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 17th, day of June, 1949.

V. F. Wootton, Clerk of District Court

By Marie J Randall
Deputy

X

6643

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

VIRGINIA ADA MICHAELSON,
Plaintiff,
-vs-
THERALD MICHAELSON,
Defendant.

COPY

FINAL JUDGMENT AND DECREE OF DIVORCE

The above entitled action having been brought on regularly to be heard and tried before the Honorable Preston Thatcher, Judge of the above entitled Court, sitting without a jury, on the 29th day of June, 1949, the plaintiff appearing in person and with her counsel of record, Donald R. Good, Esq., and the defendant failing to appear herein in person, or by counsel, and having failed to file any pleading in this action, and the default of the said defendant, Therald Michaelson, having been heretofore duly and regularly entered herein according to law, and that the defendant is not in the military service or naval service of the United States within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court finds that all material allegations and averments of plaintiff's Complaint are sustained by testimony free from all legal exceptions as to competency, admissibility or sufficiency, and that said matters so alleged and proved by the testimony of two competent witnesses in behalf of said plaintiff are sufficient in law to entitle the plaintiff to the relief prayed for in her said Complaint.

The Court finds that the plaintiff is a resident of the State of Idaho, and was such a resident of said State at the time of the commencement of this action, and for a period of more than six weeks immediately prior thereto, and that due and legal service of the Summons and Complaint in said action has been made upon the said defendant, Therald Michaelson,

by a written acknowledgment and acceptance of service by the defendant, heretofore filed herein, and that the time allowed by law has expired and that the said defendant has failed to appear herein or plead in person or by counsel, or otherwise, or at all, and the default of the said defendant has been duly and regularly entered herein, and the Court, being fully advised in the premises;

NOW, THEREFORE, upon Motion of Donald R. Good, Esq., attorney of record for plaintiff, It Is Ordered, Adjudged and Decreed by this Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided, the said Court does hereby Order, Adjudge and Decree that the marriage between the plaintiff, Virginia Ada Michaelson, and the said defendant, Therald Michaelson, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is freed absolutely, and released from said bonds of matrimony, and all of the obligations thereof, and restored to the status of single persons;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that the following described community property of the parties, to-wit:

REAL PROPERTY

The East half of the Southeast quarter of Section Twenty, Township Six South, Range Thirty-one, East of the Boise Meridian; subject to rights of way for canals, ditches, flumes and public highways; together with eighty shares of the capital stock of the Aberdeen-Springfield Canal Company.

PERSONAL PROPERTY

One Frazer four-door sedan; miscellaneous farm equipment, machinery, livestock and household furniture and fixtures;

be, and the same is hereby awarded to the defendant as his sole and separate property;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, that the defendant pay to the plaintiff the sum of $5,000.00 in settlement in full of her community property rights and that an equitable lien be, and it is hereby imposed against said real property hereinbefore mentioned and described, to

secure the payment of said sum of $5,000.00;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that the care, custody and control of the minor child, Ethel LaRue Michaelson, be, and the same are hereby awarded to the defendant, Therald Michaelson, during the nine months of each year representing the school term and that the plaintiff, Virginia Ada Michaelson, shall have and retain the custody of said minor child during that three months of each year representing the school vacation and that each of the parties hereto shall have the right to see and visit said minor child at all reasonable, convenient and proper times and places when the child is in the custody of the other under the provisions of this Decree;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, that the defendant, Therald Michaelson, pay to the plaintiff, Virginia Ada Michaelson, the sum of $40.00 monthly during the period of time when said child is in the possession of plaintiff under the provisions hereof.

Dated at Blackfoot, Idaho, this 29th day of June, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO)
: ss.
County of Bingham.)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 29th day of June, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 29th day of June, 1949

V. F. Wootton, Clerk
By Vera Rees Thompson
Deputy.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

GRANT S. BUCKLEY, Plaintiff, -VS- VALERIA BUCKLEY, Defendant.	DECREE.

This cause came on regularly to be heard and tried before the Court, jury waived, this 7th day of June, 1949, upon complaint of plaintiff, plaintiff being present in person and being represented by L. L. Sullivan, his attorney, the defendant having been personally served with Summons and Complaint and has not appeared or answered the Complaint and default having been entered;

Evidence was introduced and the Court finding that the allegations of the complaint are true and that plaintiff is entitled to divorce, and the making and rendering of findings of fact and conclusions of law herein having been waived as a matter of law;

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, that the marriage between the plaintiff Grant S. Buckley, and defendant Valaria Buckley, be dissolved and said parties are, and each of them is freed and released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That an agreement has been made and entered into between the respective parties with respect to the settlement of the property rights of the plaintiff and defendant as contained in a certain Separation Agreement made and entered into on the 3rd day of June, 1949, between the parties hereto, each acting upon advice of counsel. The executed copy of said Separation Agreement has been introduced in evidence herein as Plaintiff's Exhibit "A", and the same is hereby approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the said Grant S. Buckley, plaintiff herein, shall pay to the defendant $250.00, in five equal monthly installments of $50.00 each, commencing on the

30th day of June, 1949, and monthly thereafter until fully paid.

Done in open court, at Hailey, Idaho, this 7th day of June, 1949.

D. H. SUTPHEN
District Judge.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BLAINE

Grant S. Buckley
Plaintiff

vs.

Valeria Buckley
Defendant

CLERK'S CERTIFICATE OF TRUE COPY

STATE OF IDAHO, }
County of Blaine, } ss.

I, GEORGE F. McCOY, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original DECREE in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 8 day of June, A. D., 19 49.

Attest: George F. McCoy Clerk.

By ..... Deputy.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE.

- - - - -

MARIE BALLENTINE MILLER, Plaintiff,

vs.

WARREN MILLER, Defendant.

D E C R E E

- - - - -

This cause having been brought on to be heard this 7th day of June, 1949, in open Court, at Hailey, Blaine County, Idaho, upon the complaint herein, the plaintiff appearing in person and with her counsel, Joseph McFadden, Attorney at Law, and the defendant not appearing; and it appearing that the defendant has been duly served with Summons and copy of the Complaint herein, and that he has failed to plead, or answer, or appear at the hearing hereof, the default of the defendant was heretofore duly entered according to law; and proofs having been regularly taken herein, from which it appears that all of the allegations of the Complaint are sustained by the evidence, and the matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in the Complaint, and that plaintiff has been for more than six full weeks prior to the commencement of this action a resident of the State of Idaho; and the Court being fully advised in the premises, now on motion of Joseph McFadden, Attorney for plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED that the marriage between Marie Ballentine Miller, plaintiff herein, and Warren Miller, defendant, be dissolved, and the same is hereby

dissolved accordingly; further that plaintiff be restored to the use of her maiden name of Marie Ballentine.

Done in open Court this 7th day of June, 1949.

D. H. SUTPHEN
DISTRICT JUDGE

- - - - -

CERTIFICATE OF TRUE COPY

STATE OF IDAHO,)
: SS
County of Blaine.)

I, George F. McCoy, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify the foregoing is a full, true, and correct copy of the original decree in the above entitled cause, entered on the 7th day of June, 1949.

WITNESS my hand and the seal of said Court this 7 day of June, 1949.

George F. McCoy
Clerk District Court.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE.

- - - - -

ORA VIOLA COLEMAN,)
Plaintiff,)
vs.) D E C R E E
CLIFFORD G. COLEMAN,)
Defendant.)

- - - - -

This cause having been brought on to be heard this 7th day of June, 1949, in open Court, at Hailey, Blaine County, Idaho, upon the complaint herein, the plaintiff appearing in person and with her counsel, Joseph McFadden, Attorney at Law, and the defendant not appearing; and it appearing that the defendant has been duly served with Summons and copy of the Complaint herein, and that he has failed to plead, or answer, or appear at the hearing hereof, the default of the defendant was heretofore duly entered according to law; and proofs having been regularly taken herein, from which it appears that all of the allegations of the Complaint are sustained by the evidence, and the matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in the Complaint, and that plaintiff has been for more than six full weeks prior to the commencement of this action a resident of the State of Idaho; and the Court being fully advised in the premises, now on motion of Joseph McFadden, Attorney for plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED that the marriage between Ora Viola Coleman, plaintiff herein, and Clifford G. Coleman, defendant, be dissolved, and the same is hereby dissolved accordingly.

Done in open Court this 7th day of June, 1949.

D. H. SUTPHEN,
DISTRICT JUDGE

CERTIFICATE OF TRUE COPY

STATE OF IDAHO,)
: SS
County of Blaine.)

I, George F. McCoy, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify the foregoing is a full, true, and correct copy of the original decree in the above entitled cause, entered on the 7th day of June, 1949.

WITNESS my hand and the seal of said Court this 7 day of June, 1949.

George F. McCoy
Clerk District Court.

X

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

JUANITA H. REED,
Plaintiff,
-VS-
GORDON W. REED,
Defendant.

D E C R E E.

This cause came on regularly to be heard and tried before the Court, jury waived, this 7th day of June, 1949, upon complaint of plaintiff, plaintiff being present in person and being represented by Everett B. Taylor, her attorney, the defendant having been personally and duly served with summons and complaint and has not appeared or answered the complaint and default having been entered;

Evidence was introduced and the Court finding that the allegations of the complaint are true and that plaintiff is entitled to divorce, and the making and rendering of Findings of Fact and Conclusions of Law herein having been waived as a matter of law;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That the marriage between the plaintiff Juanita H. Reed, and defendant Gordon W. Reed, be dissolved and said parties are, and each of them is freed and released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That an agreement has been made and entered into between the respective parties with respect to the custody of the one minor child of plaintiff and defendant, to-wit, Gordon W. Reed, Jr., aged three years, also in respect to a division and settlement of the property rights of the plaintiff and the defendant, and that said agreement wherein the custody of said minor child and the property rights and interests of said parties were adjusted and settled, is contained in a certain Separation Agreement made and entered into on the 14th day of April, 1949, by and between the above named plaintiff as "Wife", and the above named defendant as "Husband", each acting upon advice of counsel. The

original of said Separation Agreement has been introduced in evidence herein as Plaintiff's Exhibit "A", and the same is hereby approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, Juanita H. Reed, be and she is hereby awarded custody, care, control, and education of the said minor child of plaintiff and defendant, to-wit, Gordon W. Reed, Jr., subject to the right of the defendant to visit said minor child at reasonable times, not less than once a week, and further provided that the defendant shall have the right to the custody of the said minor child for at least two months during the summer of each year, after said minor child reaches school age, provided the defendant can properly and adequately care for the said minor child during such periods.

IT IS FURTHER ORDERED ADJUDGED AND DECREED, That the said Gordon W. Reed, defendant herein, shall pay and he hereby is required to pay to the plaintiff, during the period the plaintiff shall have the care, custody and control of the said minor child, the sum of Twenty-five and no/100 ($25.00) Dollars per month, in two equal instalments, first of said payments to be made on or before June 20th, 1949, and on the 5th and 20th days of each month thereafter, until said minor child becomes twenty-one years old or sooner dies; that the defendant as long as said payments are maintained shall claim said minor child as a dependent for income tax purposes.

Done in Open Court at Hailey, Idaho, this 7th day of June, 1949.

D. H. SUTPHEN
DISTRICT JUDGE.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BLAINE

JUANITA H. REED,

Plaintiff

vs.

GORDON W. REED,

Defendant

CLERK'S CERTIFICATE OF TRUE COPY

STATE OF IDAHO, }
County of Blaine, } ss.

I, George F. McCoy, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original Divorce decree in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 7th day of June, A. D., 1949.

Attest: George F. McCoy Clerk.

By ..... Deputy.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE.

Fred Higbee,
Plaintiff,

-vs-

DECREE OF DIVORCE.

Martha Higbee,
Defendant.

THIS CAUSE coming on to heard before the Judge of said Court at Chambers in Gooding, Gooding County, State of Idaho, this 14th day of June, 1949; the plaintiff appearing in person and by his attorney, L. L. Sullivan, and the defendant not appearing, and it appearing that the defendant has been duly served with Summons and copy of the Complaint herein, and it also appearing that the defendant has failed to appear or plead or answer the Complaint, the default of the defendant was duly entered according to law; and proofs having been regularly taken herein, from which it appears that the allegations of the Complaint are sustained by the testimony, and that the matters so alleged and proven are sufficient to entitle the plaintiff to the relief prayed for in the Complaint, and the Court being fully advised in the premises: Now, on motion of L. L. Sullivan, counsel for plaintiff,

IT ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between plaintiff and defendant be wholly dissolved and the same is hereby dissolved accordingly.

DONE in Chambers at Gooding, Gooding County, State of Idaho, this 14th day of June, 1949.

D. H. Sutphen

District Judge.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BLAINE

FRED HIGBEE,

Plaintiff

vs.

MARTHA HIGBEE,

Defendant

CLERK'S CERTIFICATE OF TRUE COPY

STATE OF IDAHO, }
County of Blaine, } ss.

I, GEORGE F. McCOY, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original DECREE OF DIVORCE in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 15 day of June, A. D., 19 49

Attest: George F. McCoy Clerk.

By ..... Deputy.

6649

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

ROY O. BUTLER,
Plaintiff,
-VS-
ALICE BUTLER,
Defendant.

D E C R E E.

RECEIVED
JUN 25 1949
DIVISION OF VITAL STATISTICS

This cause came on to be heard this 23rd day of June, 1949, upon complaint of plaintiff, plaintiff being present in person and being represented by Everett B. Taylor, his attorney, the defendant having been personally served with summons and complaint and in writing accepted service of said summons and complaint and refused to plead and default having been entered and duly filed.

Evidence was introduced and the Court finding that the allegations of the complaint are true and that the plaintiff is entitled to divorce, and that the defendant has indicated that she be permitted to use her former name, and making and rendering of Findings of Fact and Conclusions of Law herein having been waived as a matter of law;

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

1. That the marriage between the plaintiff Roy O. Butler, and defendant Alice Butler, be dissolved and said parties are and each of them is freed and released from the bonds of matrimony.

2. That the defendant be permitted to use her former name of Alice Young.

Done in Open Court, at Hailey, Idaho, this 23rd day of June, 1949.

D. H. SUTPHEN
DISTRICT JUDGE.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BLAINE

ROY O. BUTLER,
Plaintiff

vs.

ALICE BUTLER,
Defendant

CLERK'S CERTIFICATE OF TRUE COPY

STATE OF IDAHO,
County of Blaine, } ss.

I, GEORGE F. McCOY, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original DECREE in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 23 day of June, A. D., 19 49.

By .....Deputy. Attest: George F. McCoy Clerk.

2:30 6447

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

RICHARD C. PALMER,
Plaintiff,
vs.
JEANNE M. PALMER,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Coeur d'Alene, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 28th day of May, 1949, upon the Complaint of the plaintiff and Answer of the defendant, a Stipulation having been filed in the action setting the case for trial on the day above mentioned. The plaintiff appeared in person, with a witness and one of his attorneys, Glenn E. Bandelin. The defendant did not appear, nor was she represented by counsel.

Plaintiff and witness were duly sworn relative to said cause and the testimony introduced proved all the allegations of plaintiff's Complaint, and the Court having considered the same, and Findings of Fact and Conclusions of Law having been waived by Stipulation,

NOW, THEREFORE, on motion therefor of plaintiff's counsel and by virtue of the law in such cases made and provided,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Richard C. Palmer, and the defendant, Jeanne M. Palmer, be and the same are

STATE OF IDAHO } ss.
County of Bonner }
Filed June 1, 1949
at 2:30 o'clock P. M.
Alex T. Russell,
Clerk of District Court.
By Vivian E. Shoemaker,
Deputy.

forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the minor children of plaintiff and defendant, Barbara Jeanne Palmer and Sharon Kay Palmer, be awarded to the plaintiff, Richard C. Palmer, subject to the right of the defendant to visit said children at reasonable and proper times.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the property settlement heretofore entered into on the 24th day of May, 1949, be and the same is hereby approved.

Done in Open Court at Coeur d'Alene, Idaho, this 28th day of May, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

6651

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6447, RICHARD C. PALMER, Plaintiff, vs. JEANNE M. PALMER, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 1st *day of* June, 1949

Alex T. Russell, *Clerk*

By Vivian E. Shoemaker, *Deputy*

6441 11:20

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

HAZEL BLYSTONE,
Plaintiff,
vs.
HARRY BLYSTONE,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 9th day of June, 1949, upon the Complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Hazel Blystone, and the defendant, Harry Blystone, be and the same are forever dissolved and plaintiff is granted a divorce upon the

State of Idaho, }
County of Bonner }

Filed June 9, 1949
11:20 A.M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

grounds of having lived separate and apart from defendant for a period of five years or more without cohabitation prior to the filing of the Complaint.

Done in Open Court at Sandpoint, Idaho, this 9th day of June, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

6652

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6441, HAZEL BLYSTONE, Plaintiff, vs. HARRY BLYSTONE, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 9th *day of* June, *19*49

Alex T. Russell, *Clerk*

By Vivian E Shoemaker *Deputy*

64 34 11:05

6653

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

CARRIE HARRISON,

Plaintiff,

vs.

FRANK HARRISON,

Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 10th day of June, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Carrie Harrison, and the defendant, Frank Harrison, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the small second hand store located at 404 Alder Street in Sandpoint, Idaho, and all of the contents

STATE OF IDAHO } ss.
County of Bonner }

Filed June 10, 19 49

at 11:05 o'clock A. M.

Alex T. Russell
Clerk of District Court

By Vivian E. Shoemaker
Deputy

thereof, be and the same are hereby awarded to the plaintiff, Carrie Harrison, as her sole and separate property, and that the defendant have no further right, title nor interest therein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the following described property, to-wit:

> The Southwest Quarter (SW¼) of Section Eight (8), Township Fifty-five (55) North, Range Five (5) W.B.M., Bonner County, Idaho.

be and the same is hereby decreed to the plaintiff as her sole and separate property, and that the defendant have no further right, title nor interest therein.

Done in Open Court at Sandpoint, Idaho, this 10th day of June, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

6653

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6434, CARRIE HARRISON, Plaintiff, vs. FRANK HARRISON, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 10th *day of* June, *19*49

Alex T. Russell, *Clerk*

By Vivian E. Shoemaker *Deputy*

6438 3:30

6654

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

EDITH M. SHANKS,
Plaintiff,
vs.
FRANK SHANKS,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 16th day of June, 1949, upon the Complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Edith M. Shanks, and the defendant, Frank Shanks, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

STATE OF IDAHO)
County of Bonner) ss.

Filed June 17, 1949
3:30 o'clock P. M.
Alex T. Russell,
Clerk of District Court
By Vivian E. Shoemaker,
Deputy.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the minor children of plaintiff and defendant, Bonnie Lou Shanks, Donald Shanks, Janice Shanks and Barbara Shanks, be awarded to the plaintiff, Edith M. Shanks, subject to the right of the defendant to visit said children at reasonable and proper times provided, however, the defendant makes the payments hereinafter designated.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the defendant is to pay to the plaintiff the sum of One Hundred Seventy-five ($175.00) Dollars per month for the care and support of the minor children, said payments to commence June 20, 1949, and payable on the 20th day of each month thereafter.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be awarded the following real estate, together with all household goods and furniture on said premises, described as follows, to-wit:

The East ½ of Lot 9 and all of Lot 10 in Albeni Falls Orchard Tracts, according to the recorded plat thereof and further described as located in Section 28, Township 56 North Range 5 West Boise Meridian, and that the defendant have no further right, title nor interest therein.

Done in Open Court at Sandpoint, Idaho, this 16th day of June, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

6654

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6438, EDITH M. SHANKS, Plaintiff, vs. FRANK SHANKS, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 17th *day of* June, 1949

Alex T. Russell, *Clerk*

By Vivian E. Shoemaker *Deputy*

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

******

VINA O'GRADY,)
Plaintiff,)
vs.)
GEORGE O'GRADY,)
Defendant.)

D E C R E E

****

The above entitled action came on for hearing before the Court sitting without a jury at Sandpoint, Bonner County, State of Idaho, at ~~ten~~ 11:30 o'clock A. M. on Thursday, June 16, 1949, pursuant to written stipulation by counsel representing the plaintiff and the defendant pro se. At the time and place aforesaid, the plaintiff appeared in person and represented by Raymond T. Greene Jr., Esq., one of her attorneys, and the defendant did not appear either in person or by attorney, and after waiting one full hour, the Court proceeded to hear the case. Thereupon testimony was submitted for and upon behalf of the plaintiff, and the plaintiff rested. No testimony was submitted for or upon behalf of the defendant, and the Court being fully advised in the premises, and Findings of Fact and Conclusions of Law having been waived by virtue of the stipulation on file herein, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, Vina O'Grady be and she hereby is, granted an absolute decree of divorce of and from the defendant, George O'Grady, upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, control and custody of the minor children, namely, George Henry O'Grady, William Marlow O'Grady, and Clifford O'Grady, be and the same hereby is awarded to the plaintiff.

STATE OF IDAHO } ss.
County of Bonner }

Filed June 16, A.D. 49
at 1:00 o'clock P.M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following described real and personal property be and the same hereby is awarded to the plaintiff as her sole and separate property, to-wit:

REAL ESTATE:

The North Half of the Northwest Quarter of the Northeast Quarter ($N\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$), and the North Half of the North Half of the Northwest Quarter ($N\frac{1}{2}N\frac{1}{2}NW\frac{1}{4}$), lying North and East of Pack River, all being in Section Twenty-four (24), Township Fifty-eight (58), North, Range One (1), W.B.M., Bonner County, Idaho, an equity in the foregoing real estate, the same being bought on contract from one, Art Ginter.

PERSONAL PROPERTY:

One 1936 Plymouth sedan; Motor #P2-106,243; Serial #3049378.

2 beds; 1 washing machine; one dresser; one wood heater, and other miscellaneous household goods. Also 3 pigs and 36 chickens.

Dated and done this 16th day of June, 1949.

E. V. BOUGHTON
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

6655

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6456, VINA O'GRADY, Plaintiff, vs. GEORGE O'GRADY, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 16th *day of* June, 1949

Alex T. Russell, *Clerk*

By Vivian E. Shoemaker *Deputy*

6448 2:40

COPY

6656

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BONNER

JAMES ROSS HEALEY,

Plaintiff,

-vs-

VIRGINIA ORAM HEALEY,

Defendant.

D-E-C-R-E-E

The above entitled action came on regularly to be heard and tried in Chambers at Sandpoint, Bonner County, State of Idaho, on the 24th day of June, 1949, at 2:00 o'clock P .m.. Plaintiff appeared in person and represented by his attorney, J. Alfred May. The defendant did not appear in person or by attorney and the defendant having been served with Summons and Complaint in the cause, on the 31st day of May, 1949, and she having failed to appear, demur, or answer, within the time allowed by law, or at all, and she being in default, her default was heretofore entered; that an affidavit was filed that said defendant was not in military service during the pendency of this action. Whereupon testimony was submitted on behalf of the plaintiff and the Court having jurisdiction of the parties and the subject matter and the Findings of Fact and Conclusions of Law having been waived by reason of Defendant's failure to appear and the Court being fully advised in the premises.

NOW, THEREFORE, By reason of the law and the premises, it is hereby ORDERED, ADJUDGED AND DECREED:

That the bonds of matrimony existing between the plaintiff, James Ross Healey, and the defendant, Virginia Oram Healey, be and the same are hereby wholly and forever dissolved on the grounds of extreme mental cruelty, and the parties are released from each other and from all matrimonial obligations, and the plaintiff is granted and given an absolute decree of divorce from the defendant;

STATE OF IDAHO } ss.
County of Bonner }

Filed June 24, 1949

2:40 o'clock P. M.

Alex T. Russell,
Clerk of District Court

By Vivian E. Shoemaker,
Deputy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff is to have the full care, custody, and control of the minor child of the parties hereton, namely, Jack Randall Healey, with visitation privileges to the defendant at reasonable times and places.

IT IS FURTHER ORDERED by the Court that the Property Settlement Agreement marked "Exhibit A", attached to the Complaint on file herein, is hereby approved and adopted in its entirety.

Dated this 24th day of June, 1949, at Sandpoint, Idaho

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

6656

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE IN CIVIL ACTION NO. 6448, JAMES ROSS HEALEY, Plaintiff, vs. VIRGINIA ORAM HEALEY, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 24 *day of* June *1949*

Alex T. Russell *Clerk*

By Mae Tiedberg *Deputy*

6443 3:20

COPY

6657

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BONNER

ORLA FRANCES PETERS,

Plaintiff,

-vs-

JOSEPH E. PETERS,

Defendant.

D E C R E E

The above entitled action came on regularly to be heard and tried in Chambers at Sandpoint, Bonner County, State of Idaho, on the 24th day of June, 1949, at 2:00 o'clock P.M.. Plaintiff appeared in person and represented by her attorney, J. Alfred May. The defendant did not appear in person or by attorney and the defendant having been served with Summons and complaint in the cause, on the 16th day of May, 1949, and he having failed to appear, demur, or answer, within the time allowed by law, or at all, and he being in default, his default was heretofore entered; that an affidavit was filed that said defendant was not in military service during the pendency of this action. Whereupon testimony was submitted on behalf of the plaintiff and the Court having jurisdiction of the parties and the subject matter and the Findings of Fact and Conclusions of Law having been waived by reason of Defendant's failure to appear and the Court being fully advised in the premises.

NOW, THEREFORE, By reason of the law and the premises, it is hereby ORDERED ADJUDGED AND DECREED:

That the bonds of matrimony existing between the plaintiff, Orla Frances Peters, and the defendant, Joseph E. Peters, be and the same are hereby wholly and forever dissolved on the grounds of extreme mental cruelty, and the parties are released from each other and from all matrimonial obligations, and the plaintiff is granted and given an absolute decree of divorce from the defendant;

STATE OF IDAHO } ss.
County of Bonner }

Filed June 24, 1949

at 3:20 o'clock P. M.

Alex T. Russell
Clerk of District Court

By Vivian E. Shoemaker
Deputy

IT IS FURTHER ORDERED by the Court that the property settlement agreement on file herein is hereby approved and adopted in its entirety.

Dated this 24th day of June, 1949, at Sandpoint, Idaho.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

5657

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE IN CIVIL ACTION NO. 6443, ORLA FRANCES PETERS, Plaintiff, vs. JOSEPH E. PETERS, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 24 *day of* June *1949*

Alex T. Russell *Clerk*

By Mae Tillberg *Deputy*

X

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

FRED W. RICH,

Plaintiff,

vs.

MARGUERITE RICH,

Defendant.

COPY

DECREE

This cause came on regularly for trial before the Honorable Henry S. Martin, Judge of the above-entitled Court, in Chambers, at Idaho Falls, Bonneville County, Idaho, on the 27th day of May, 1949; the plaintiff appearing in person and W. K. Naylor appearing as counsel for the plaintiff, and the defendant appearing not, either in person or by counsel, whereupon the plaintiff was duly and regularly sworn and examined and testified for and in his own behalf, and thereupon one Roscoe Hix, witness for the plaintiff, was duly and regularly sworn and examined and testifed for and in behalf of the plaintiff, and thereupon the plaintiff rested, and no proof whatsoever having been submitted for or in behalf of the defendant, this cause was thereupon submitted to the Court for its decision upon the evidence submitted for and in behalf of the plaintiff, and the Court being fully advised in the premises, now finds as follows:

I.

That the above-named defendant has been duly and regularly served with a true copy of the Summons issued out of the above-entitled Court, in the within cause, together with and attached to, a true copy of plaintiff's Complaint filed herein; that the parties to this action have entered into a written Stipulation, filed herein, and that by said Stipulation the above-named defendant has entered a general appearance in this action and submits herself to the jurisdiction of this Court, in this cause, and said defendant has refused to demur, answer or plead at all herein and has waived additional time in which to plead, and consents that default be

entered against her and to an immediate hearing of this cause without further notice, either in term time, or vacation, in open Court or in Chambers; that the allegations of plaintiff's Complaint on file herein shall be deemed to be denied, and that the making of Findings of Fact and Conclusions of law herein is waived by the parties to the within action; that the default of the defendant has been duly and regularly entered herein according to law; that this Court has jurisdiction of the person of the above-named plaintiff and of the person of the above-named defendant and of the subject matter of this action; that the allegations of plaintiff's said Complaint have been established by sufficient and competent evidence, free from legal objections, and that the plaintiff is entitled to a decree of divorce as prayed for in his said Complaint filed herein and in accordance with the terms and provisions of the Stipulation of the parties to this action on file herein; that by said written Sipulation, the parties hereto have provided for a full and complete settlement of all of their respective property rights and of all claims and demands of every kind, name and nature which each has had or may have against the other arising out of their marital relation, and for the custody and support of the minor children of plaintiff and defendant; and the Court further finds that the terms and provisions of said Stipulation and said property settlement agreement, and each and all of them, are fair, just and equitable and the Court approves and adopts the provisions of said Stipulation and by reference makes the same a part of this Decree,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between the plaintiff, Fred W. Rich, and the defendant, Marguerite Rich, be, and the same are, hereby absolutely dissolved, set aside and held for naught, and that they be, and hereby are, restored to the status of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, Marguerite Rich, shall have, and she is hereby awarded and decreed as her sole and separate property and for her sole and separate use and benefit, the following real and personal property, to-wit: All household goods and furniture owned by plaintiff and defendant, including one piano, subject to the unpaid balance on the purchase price of said piano in the approximate sum of $200.00, which unpaid balance shall be assumed by the defendant; all jewelry except plaintiff's wrist watch; an undivided one-half interest in and to that certain sale contract dated March 1, 1948, for the sale of certain real and personal property situated in Fremont County, Idaho, wherein the parties to this action are designated as the parties of the first part, and Sam Taylor and Danny Ferguson are designated as the parties of the second part, subject to a mortgage in favor of J. C. Bennett of Idaho Falls, Idaho, and subject further to the payment of a note in favor of one Fred C. Huth of Idaho Falls, Idaho, in the sum of $1,500.00; also, the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section Twenty-four (24) in Township Fifteen (15), North of Range Forty-three (43), East of the Boise Meridian, in Fremont County, State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all outstanding accounts receivable owned by plaintiff and defendant shall be collected by the plaintiff, Fred W. Rich, and one-half of any amount so collected shall be paid by said plaintiff to the defendant, Marguerite Rich, at the time said money is collected, and that the plaintiff may and shall have the other one-half.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that one certain 1946 Buick automobile owned by plaintiff and defendant, and an undivided one-half interest in and to that certain sale contract dated March 1, 1948, for the sale of certain real and personal property situated in Fremont County, Idaho, wherein the parties to this action are designated as the parties of the first part, and Sam Taylor and Danny Ferguson are designated as the parties of the

second part, subject to a mortgage in favor of J. C. Bennett of Idaho Falls, Idaho, and subject further to the payment of a note in favor of one Fred C. Huth of Idaho Falls, Idaho; also all other community property of plaintiff and defendant, whether real, personal or mixed, excepting that property herein otherwise awarded and decreed to either party, be, and the same is hereby awarded and decreed to the plaintiff as his sole and separate property and for his sole and separate use and benefit.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, Marguerite Rich, shall have, and she is hereby awarded and decreed the sole care, custody and control of Fred W. Rich, Jr., and Michael Rich, minor children of plaintiff and defendant, provided however, the plaintiff shall have, and he is hereby granted the right to see and visit said minor children at reasonable times and places and under reasonable circumstances.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff shall pay to the defendant, for the support, maintenance and education of the said minor child Michael Rich, the sum of $50.00 per month for the period of one year, commencing with the 1st day of June, 1949, and after said period of one year, the sum of $50.00 per month until said child shall reach the age of 21 years or until the further order of this Court; and the further sum of $25.00 per month as and for the support, maintenance and education of the minor child, Fred W. Rich, Jr., commencing with the 1st day of June, 1949, and payable on the 1st day of each and every calendar month thereafter until said child shall reach the age of 21 years, or until the further order of this Court.

IT IS FURTHER ORDERED AND ADJUDGED that the plaintiff shall pay to the defendant, or to the firm of Albaugh, Bloem & Hillman, her attorney's of record herein, the sum of $75.00 as and for defendant's attorneys' fees incurred herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Fred W. Rich, shall assume and pay all outstanding obligations of the marital community of plaintiff and defendant, except as otherwise hereinbefore provided.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Stipulation of the parties to this action on file herein, be, and the same is hereby approved, confirmed and made a part of this decree, and upon compliance therewith, the same is, and shall be, a full and complete settlement and release of all claims and demands which either party has against the other, including claims and demands of the defendant on account of support, maintenance, temporary or permanent alimony.

Done and dated in Chambers at Idaho Falls, Idaho, this 27th day of May, 1949.

Henry S. Martin
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree in Case # 7390, entitled Fred W. Rich, Plaintiff, vs. Marguerite Rich, Defendant

Recorded in Book 15 of Judgments, page 355,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 7th day of July, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

IVALOO SAWYER,

Plaintiff,

vs JUDGMENT

WAYNE SAWYER,

Defendant.

The above entitled cause came on for final hearing before the undersigned Judge of said District Court, at Chambers of the Court, at Idaho Falls, Bonneville County, Idaho, this 3rd day of June, 1949, the plaintiff appearing in person and by her attorneys, Albaugh, Bloem & Hillman, and no appearance being made by or for the defendant, it appearing from the files and records of this action that the defendant and the plaintiff have entered into a stipulation on file herein, under and pursuant to which stipulation the defendant admitted service of the Summons in this cause, by receipt of a true copy thereof to which a true copy of the complaint in said action was attached, entered his general appearance in said action, and submitted himself to the jurisdiction of the Court herein, and refused to demur, answer or plead further, waived additional time in which to plead further, consented that default be entered against him and to the immediate hearing of this cause without further notice, either in term time or vacation, in open court or in chambers, and waived the making of findings of fact and conclusions of law herein, and it further appearing that the default of the defendant has been duly and regularly entered by the clerk of this court, evidence was thereupon adduced by the plaintiff in support of the allegations of her complaint, and after due consideration thereof, and of the files and records of this cause, the court

finds that the allegations of plaintiff's complaint are sustained by the evidence, and that plaintiff is entitled to the relief prayed for, subject to the terms and conditions of said stipulation of the parties, which stipulation the court finds is just and reasonable having due regard to the circumstances of the parties, and the Court hereby adopts the same herein.

IS IS, THEREFORE, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and the same hereby are, dissolved, and the parties are restored to the status of single persons.

2. That the plaintiff is hereby awarded as her sole and separate property and for her sole and separate use the household goods and furniture belonging to the parties, subject to the unpaid balance on the purchase price thereof, amounting to approximately $300.00, which unpaid balance the plaintiff has assumed and agreed to pay, on the conditions expressed in said stipulation, to-wit: that she shall apply the sum of $50.00 per month thereon out of the amount hereinafter adjudged to be paid by defendant to plaintiff until such unpaid balance is fully paid.

3. That the defendant shall pay to the plaintiff the sum of $50.00 per month, to be applied by plaintiff on the unpaid balance on the purchase price of said household furniture, as aforesaid, until the same shall be fully paid, and thereafter the defendant shall pay to the plaintiff as and for the support and maintenance of the minor children of the parties the sum of $50.00 per month until said children have all attained the age of majority, or until the further order of the court in the premises, such monthly payment to commence as of the 1st day of June, 1949, and thereafter to be made on the 1st day of each and every month.

4. That the plaintiff is hereby awarded the sole care and custody of the minor children of the parties, Wayne Elvin Sawyer,

Thomas Gayland Sawyer, and Judy Vey Sawyer, subject, however, to the right of the defendant to see and visit said children at reasonable times and intervals.

Dated June 3, 1949.

HENRY S. MARTIN
District Judge.

STATE OF IDAHO, }
County of Bonneville, } ss.

5659

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Judgment in Case # 7392 entitled Ivaloo SAwyer, Plaintiff, vs. Wayne Sawyer, Defendant

Recorded in Book 15 of Judgments, page 321

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of July, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

ROSALEE MURRAY,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
JOHN M. MURRAY,)
Defendant.)

- - - - - - - - - - - - - - - - - -

This cause came on regularly for trial, in chambers, at Idaho Falls, Idaho, on this 3d day of June, 1949, John Ferebauer, attorney at law, appearing as counsel for plaintiff and no one appearing for or on behalf of the defendant; whereupon plaintiff was duly and regularly sworn and examined and testified for and in her own behalf and thereupon Dan Stevens was duly and regularly s worn and testified for and in behalf of the above named plaintiff and thereupon the plaintiff rested, and the defendant having submitted no proof whatever for or in his behalf, this case was thereupon submitted for and in behalf of the plaintiff, and the Court being fully advised in the premises, now finds as follows:

That the above named defendant has been duly and regularly served with a true copy of the summons issued out of the above entitled court in the within cause, attached to which was a true copy of the complaint filed herein; that the defendant has entered no appearance herein and that the default of the said defendant has been duly and regularly entered according to law,

NOW, THEREFORE, on motion of John Ferebauer, the attorney of record for the above named plaintiff,

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Rosalee Murray, and the above named defendant, John M. Murray, be, and the same hereby is, forever dissolved, set aside and held for naught, and that the plaintiff and defendant, and each

of them, be, and they hereby are, restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff's former name, to-wit: Rosalee Cook, be, and the same hereby is restored to her.

Made, dated and entered at Idaho Falls, Idaho, this 2nd day of June, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

6660

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in case # 7389 entitled Rosalee Murray, Plaintiff, vs. John M. Murray, Defendant

Recorded in Book 15 of Judgments, page 312.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of July, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

GOLDA CAUDLE,)
Plaintiff,)
-vs-) DECREE
REYBORNE CAUDLE,)
Defendant.)

The above-entitled cause coming on regularly to be heard and tried before the Honorable Henry S. Martin, District Judge, at Chambers at Idaho Falls, County of Bonneville, State of Idaho, this 3rd day of June, 1949, the plaintiff appearing in person and by her attorney, John M. Sharp, and the defendant appearing not, either in person or by attorney, and it appearing that the above-named defendant has been duly and regularly served with process herein, and that he has filed herein an appearance submitting himself to the jurisdiction of the Court, and has refused to plead further in said cause, and has consented to an immediate hearing of this case without further notice to him either in term time or vacation, in open Court or in chambers, and has waived the making of findings of fact and conclusions of law herein, and has consented that default be entered against him, and the default of the said defendant having been duly and regularly entered herein, and the parties hereto having entered into a stipulation with respect to the awarding of the care, custody and control of Brad Reyborne Caudle, the minor child of plaintiff and defendant to the plaintiff, subject to the right of the defendant to visit said child at all reasonable times and places and also an agreement wherein and whereby the defendant agrees to pay the sum of $20.00 per month to the plaintiff each and every month for the support, maintanence and education of said minor child until said minor child shall have reached the age of majority, and the Judge having heard the evidence and the matter having been submitted, and it further appearing that all of the allegations contained

in plaintiff's complaint are true and that the plaintiff is entitled to a decree of divorce on the ground of extreme cruelty, and the Judge being fully advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. That the bonds of matrimony existing between the plaintiff, Golda Caudle, and the defendant, Reyborne Caudle, be, and they are hereby dissolved and each restored to the status of single person.

2. That the care, custody and control of Brad Reyborne Caudle, the minor child of plaintiff and defendant be awarded to the plaintiff, subject to the right of the defendant to visit said minor child at all reasonable times and places.

3. That the defendant shall pay to the plaintiff a sum of $20.00 per month, each and every month, for the support, maintenance and education of said minor child until said minor child shall have reached the age of majority.

Henry L. Martin
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree in Case # 7384, entitled Golda Caudle, Plaintiff, vs. Reyborne Caudle, Defendants,

Recorded in Book 15 of Judgments, page 315.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of July, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

ROSALIND COLLETT,	)	
Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
REED COLLETT,	)	
Defendant.	)	

The above-entitled cause came on for hearing this 3rd day of June, 1949, the plaintiff appearing with counsel, John M. Sharp and her witness. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has failed to plead thereto; that the default of the defendant has been duly entered and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of extreme cruelty; and it further appearing that plaintiff and defendant have entered into a verbal agreement regarding the settlement of property rights of every nature existing between them;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Rosalind Collett, and the above-named defendant, Reed Collett, be, and the same hereby is, forever dissolved, set aside and held for naught.

II.

That the following property, to-wit: One diamond ring and

the sum of $500.00, which have been heretofore delivered by the defendant to the plaintiff in full settlement of all of the plaintiff's community property rights, shall be in settlement and in lieu of plaintiff's claims of any nature against the property of defendant, including claims for alimony.

III.

That all community property belonging to the parties hereto except that specifically mentioned in the foregoing paragraph is hereby awarded to the defendant as his sole and separate property.

DATED this 3rd day of June, 1949.

Henry S. Martin
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

6662

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7379 entitled Rosalind Collett, Plaintiff, vs. Reed Collett, Defendant

Recorded in Book 15 of Judgments, page 318.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of July, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY.

ESTHER H. JONES,
Plaintiff,
vs.
DAVID J. JONES,
Defendant.

DECREE

The above entitled cause coming on regularly to be heard and tried before the Honorable Henry S. Martin, District Judge, at Chambers, at Idaho Falls, County of Bonneville, State of Idaho, on the 7th day of June, 1949, Holden & Holden appearing for and in behalf, and as the attorneys of the above named plaintiff, and no one appearing for or in behalf of the above named defendant; and thereupon plaintiff was duly and regularly sworn and examined, and testified for and in her own behalf, and thereupon Elizabeth Austin was duly and regularly sworn and examined and testified for and in behalf of the above named plaintiff, and thereupon the above named plaintiff rested, and the above named defendant, having submitted no proof whatever, for or in his own behalf, this cause was thereupon submitted to the Court for its decision upon the testimony and documentary evidence submitted for and in behalf of the above named plaintiff, and the Court being fully advised in the premises, now finds as follows:

I

That the above named defendant has been duly and regularly served a true copy of Summons, issued out of said Court, in said cause, attached to which was a true copy of the Complaint filed herein; that by a written Stipulation of the parties to this suit, filed in said Court, in said cause, it is expressly agreed that the above named defendant enters a general appearance in said Court, in said cause, and subjects himself to the jurisdiction of said Court; that the complaint filed herein shall be deemed to be denied; that this cause may be tried and final judgment rendered and entered herein, either in

term time or in vacation, at Chambers, at any time convenient to said Court or the Judge thereof, without notice to the above named defendant; that the making of Findings of Fact and Conclusions of Law herein is waived. That this Court has jurisdiction of the subject matter of this suit, and of the person of the above named plaintiff, and of the person of the above named defendant, and of the minor child of plaintiff and defendant, Janis J. Jones, a daughter age five months; that plaintiff is entitled to a Decree of divorce as prayed for in her Complaint, filed herein.

II

That by the written Stipulation of the parties to this suit, filed in said Court, in said cause, it is expressly agreed that in the event the Court grants a Decree of divorce to the above named plaintiff, that the plaintiff be awarded the care, custody and control of the minor child of plaintiff and defendant, namely, Janis J. Jones, daughter age five months; that the defendant shall have the right to visit said minor child at all reasonable times and places.

III

That by the written Stipulation of the parties to this suit, filed in said Court, in said cause, it is expressly agreed, that in the event the Court grants a Decree of divorce to the above named plaintiff, that the defendant shall pay to the plaintiff, the sum of $35.00 per month, each and every month, commencing with the 1st day of July, 1949, as and for the support, maintenance and education of the said minor child, Janis J. Jones.

IV

That by the written Stipulation of the parties to this suit, filed in said Court, in said cause, it is expressly agreed that there has been taken out by the plaintiff, an additional insurance policy for and on behalf of the said minor child of plaintiff and defendant, and that the Court shall Decree that the defendant shall pay the

premium on said insurance policy before they become delinquent, until said policy matures on the said minor child's eighteenth birthday.

NOW, THEREFORE, on motion of Holden & Holden, the attorneys of record of the above named plaintiff;

I

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Esther H. Jones, and the above named defendant, David J. Jones, be, and the same is hereby forever dissolved, set aside and held for naught, and that the above named plaintiff and the above named defendant, and each of them, be, and they are hereby forever absolutely released from all the obligations thereof.

II

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the above named plaintiff, Esther H. Jones, be, and she is hereby awarded the care, custody and control of the minor child of plaintiff and defendant, namely, Janis J. Jones, age five months; the defendant, however, shall have the right to see and visit said minor child at all reasonable times and places.

III

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the defendant, David J. Jones, shall pay to the plaintiff, Esther H. Jones, the sum of $35.00 per month, each and every month, commencing with the 1st day of June, 1949, as and for the support, maintenance and education of the minor child, Janis J. Jones, and the aforesaid payments for said child shall continue until said minor child shall have reached the age of majority, or until the further order of this Court.

IV

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the defendant, David J. Jones, shall pay all premiums on that certain insurance policy now in effect for and on behalf of the said

minor child, Janis J. Jones, before they become delinquent, and until said insurance policy matures on said child's eighteenth birthday.

Dated this 7th day of June, 1949.

Henry S. Martin
District Judge

6663

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case #7397 entitled Esther H. Jones, Plaintiff, vs. David J. Jones, Defendant,

Recorded in Book 15 of Judgments, page 325,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of July, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

Imogene F. Berrett,	:	(COPY)
Plaintiff,	:	
vs.	:	DECREE OF DIVORCE
Lewis Berrett,	:	
Defendant.	:	

. . . . . .

This cause coming on regularly for hearing before the Hon. Henry S. Martin , Judge of the above entitled Court, at Chambers, in the City of Idaho Falls, County of Bonneville, State of Idaho, within said Judicial District, this 10th day of June, 1949, at the hour of One o'clock A. M., of said day, plaintiff appearing in person and by Gilbert C. St.Clair, one of her attorneys, and the defendant not appearing and no one appearing for him, and his default having been heretofore regularly entered herein.

The Court having examined the files of this action and finding that service of Complaint and Summons upon the defendant, Lewis Berrett, has been legally made, and the time having expired for his appearance, and the default of said defendant having been heretofore duly and regularly entered, the Court proceeded to hear the case upon the verified Complaint herein and the testimony of plaintiff and the testimony of a corroborating witness as to residence on behalf of said plaintiff, and the matter having been submitted to the Court for judgment, and the Court having considered all the evidence and being fully advised in the premises, and it appearing that all material allegations of plaintiff's complaint are true, and the Court finding the same to be true, the parties having waived the Findings of Fact and Conclusions of Law, and all and singular the laws and premises being by the Court considered, and the Court having jurisdiction of the matter and of the parties hereto.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff and defendant be, and the same are hereby, dissolved and each of said parties freed from the obligations thereof and each restored to the status of a single person.

Done at Idaho Falls, Idaho, this 10th day of June, 1949.

HENRY S. MARTIN
District Judge.

STATE OF IDAHO, }
County of Bonneville, } ss.

6664

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7360, entitled Imogene F. Berrett, Plaintiff vs. Lewis Berrett, Defendant

Recorded in Book 15 of Judgments, page 333,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 7th day of July, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

MARVA OLIVERSON, Plaintiff vs. WAYNE OLIVERSON, Defendant	DECREE OF DIVORCE

The above entitled cause came on for hearing the 10th day of June, 1949, before his Honor Henry S. Martin, District Judge, sitting without a jury; the plaintiff appeared in person with her witness and counsel; the defendant did not appear either in person or by counsel; it appearing to the court that the defendant was personally served with summons in Bonneville County, Idaho, that the time allowed by law to plead to the plaintiff's complaint having expired; that the default of the defendant having been duly entered; that the affidavit of non-military service having been filed as required by the Soldiers and Sailors Civil Relief Act of 1940 as amended and the court being fully advised in the premises, now therefore:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

That the bonds of matrimony heretofore existing by and between the plaintiff and the defendant be dissolved absolutely and that each party is hereby freed from the other and placed in the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Judy Renée a minor child of the parties hereto, be and she is hereby awarded to the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the unborn child of the parties hereto be and the same is hereby awarded to the plaintiff when said child is born.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant pay to the plaintiff beginning with the 15th day of June, 1949, $40.00 per month, as and for support money for the minor child Judy Renee, and after the unborn child is born, the defendant is hereby ordered to pay the sum of $50.00 per month for each and every month thereafter, or until further order of the court.

It is likewise ordered, adjudged and decreed that the defendant shall pay to the plaintiff the sum of $75.00 attorneys fees and $16.40 costs of suit.

It is further ordered that the defendant may see and visit the child Judy Renee and also the unborn child after said child is born at reasonable times and may give to said children money and presents at his will.

It is further ordered that the defendant shall pay all doctor bills, hospital and medical bills of egery kind and character incident to the confinement of the plaintiff and that the plaintiff's doctor shall be paid at least $50.00 within 90 days from date hereof in order that plaintiff might get proper medical care.

Dated this 10th day of June, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

6665

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7336, entitled Marva Oliverson, Plaintiff vs. Wayne Oliverson, Defendant

Recorded in Book 15 of Judgments, page 340,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 7th day of July, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

JOY LABRUM BYINGTON, Plaintiff,	)	
-VS-	)	DECREE OF DIVORCE
DONALD BYINGTON, Defendant.	)	

The above-entitled cause came on for hearing this 17th day of June, 1949, the plaintiff appearing with counsel, John M. Sharp, and her witness. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has failed to plead thereto; that the default of the defendant has been duly entered and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of extreme cruelty;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Joy Labrum Byington; and the above-named defendant, Donald Byington, be, and the same hereby is, forever dissolved, set aside and held for naught.

II.

That the following community property, to-wit: Miscellaneous wedding gifts, dishes, bedding, linen and kitchen utensils are hereby awarded to the plaintiff absolutely as her separate property.

III.

That the defendant pay to the plaintiff the sum of $76.40 as and for attorney's fees and the costs of court remaining unpaid by the defendant on the date of this Judgment.

IV.

That the defendant pay to the plaintiff an amount equal to 50% of the enrollment costs for her enrollment in the Idaho Falls Business College.

V.

That the maiden name of the plaintiff be restored to her and that she be known henceforth and hereafter by the name of Jay Labrum.

DATED this 17th day of June, 1949.

Henry S. Martin

DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

6666

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case #7403 entitled Joy Labrum Byington, Plaintiff, vs. Donald Byington, Defendant,

Recorded in Book 15 of Judgments, page 343

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 7th day of July, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CLARA CABLE, Plaintiff, vs. RAYMOND CABLE, Defendant.	DECREE

This cause came on regularly for trial at Chambers at Idaho Falls, Bonneville County, Idaho, on the 17th day of June, 1949; Holden & Holden appearing for and in behalf, and as the attorneys of record of the above named plaintiff, and no one appearing for or in behalf of the above named defendant, whereupon the plaintiff was duly and regularly sworn and examined and testified for and in her own behalf, and thereupon Catherine Pelley was duly and regularly sworn and examined, and testified for and in behalf of the above named plaintiff, and thereupon the above named plaintiff rested, and the above named defendant having submitted no proof for or in his own behalf, this cause was thereupon submitted to the Court for its decision on the testimony and documentary evidence submitted for and in behalf of the above named plaintiff, and the Court being fully advised in the premises, now finds as follows:

I

That the above named defendant has been duly and regularly served with a true copy of the Summons issued out of said Court, in said cause, attached to which was a true copy of the Complaint filed herein as provided by law; that the defendant failed to appear or answer or otherwise plead to said plaintiff's Complaint on file herein, either in person or by his attorney within the time required by law, or at all; that the time for answering having expired, the

default of said defendant has been duly and regularly entered according to law; that the said defendant is not in the military service of the United States, nor in any branch of service thereof; that this Court has jurisdiction of the subject matter of this action, and of the person of the above named plaintiff, and the person of the above named defendant; that all of the allegations of plaintiff's Complaint are true; that the plaintiff is entitled to a Decree of divorce as prayed for in her Complaint filed herein.

NOW, THEREFORE, on motion of Holden & Holden, the attorneys of record of the above named plaintiff:

I

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage heretofore and now existing between the above named plaintiff, Clara Cable, and the above named defendant, Raymond Cable, be, and the same is hereby forever dissolved, set aside and held for naught, and that the plaintiff and defendant, and each of them, be, and they are hereby forever absolutely released from all the obligations thereof.

II

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be awarded as her sole and separate property, for her sole and separate use and benefit, the following described personal property, to-wit: the personal effects of plaintiff and defendant and furniture, furnishings, fixtures and equipment for a ten room rooming house.

III

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the said plaintiff, Clara Cable, be, and she is hereby restored to her maiden name of Clara Hazel.

Dated this 17th day of June, 1949.

Henry S. Martin
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

6667

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree in Case #7402 entitled Clara Cable, Plaintiff vs. Raymond Cable, Defendant

Recorded in Book 15 of Judgments, page 346

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 7th day of July, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

CASE No. _____ FILED

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

_____ M.

JUN 24 1949

CLERK

LEONA MARIE BLAKE,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
CONRAD PARKER BLAKE,)
Defendant.)

The above-entitled cause came on for hearing this 24th day of June, 1949, the plaintiff appearing with counsel, John M. Sharp and her witness. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has failed to plead thereto; that the default of the defendant has been duly entered; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of extreme cruelty; and it further appearing that plaintiff and defendant have entered into a verbal agreement regarding the settlement of property rights of every nature existing between them;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Leona Marie Blake, and the above-named defendant, Conrad Parker Blake, be, and the same hereby is, forever dissolved, set aside and held for naught.

II.

That the defendant be required to pay to the plaintiff the sum

of $50.00 on or before the 10th day of each and every month, commencing on the 10th day of July, 1949; this shall be a full and final settlement of all of plaintiff's and defendant's community property rights.

DATED this 24th day of June, 1949.

Henry S. Martin

DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

6668

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case # 7399 entitled Leona Marie Blake, Plaintiff, vs. Conrad Parker Blake, Defendant

Recorded in Book 15 of Judgments, page 353,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 7th day of July, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

- - - -

KLEA C. JONES,)
Plaintiff,)
-vs-) DECREE
JAMES H. JONES,)
Defendant.)

- - - -

The above entitled cause coming on regularly to be heard and tried before the Honorable Henry S. Martin, District Judge, at Chambers in Idaho Falls, County of Bonneville, State of Idaho, on the 24th day of June, 1949, the plaintiff appearing in person and by one of her attorneys, Errol H. Hillman, and the defendant appearing not, either in person or by attorney; and it appearing that the above named defendant has been duly and regularly served with process herein, and that he has failed to answer or appear within the time allowed by law, and the default of the said defendant having been duly and regularly entered herein, and the Judge having heard the evidence, and the matter having been submitted, and it appearing that all of the allegations contained in plaintiff's complaint are true, and that the plaintiff is entitled to a divorce on the ground of extreme cruelty, and to the sole care, custody and control of the minor children, Karen Jones, Kay Jones and James Jones, and to support money for said minor children, and to her costs and attorneys' fees herein incurred, and the Judge being fully advised in the premises:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

(1) That the bonds of matrimony existing between the plaintiff, Klea C. Jones, and the defendant, James H. Jones, be, and they are hereby, dissolved, and each restored to the

status of a single person.

(2) That the plaintiff shall have, and she is hereby granted, the sole care, custody and control of the minor children, Karen Jones, Kay Jones and James Jones, provided, however, that the said defendant shall have the right to visit said minor children at all reasonable times and places.

(3) That the defendant, James H. Jones, shall pay to the plaintiff, Klea C. Jones, the sum of $25.00 each month for each of said minor children, commencing with the 1st day of July, 1949, and payable on the 1st day of each and every month thereafter until said children shall reach the age of majority, or until further Order of this Court.

(4) That the defendant, James H. Jones, shall pay to the plaintiff, Klea C. Jones, forthwith, the sum of $110.00 as and for her costs of suit and attorneys' fees herein.

Dated this 24th day of June, 1949.

Henry S. Martin
DISTRICT JUDGE

STATE OF IDAHO, } ss.
County of Bonneville, }

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case # 7330 entitled Klea C. Jones, Plaintiff vs. James H. Jones, Defendant,

Recorded in Book 15 of Judgments, page 350,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 7th day of July, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BUTTE

6670

GEORGE E. HOPPER,

Plaintiff

vs.

TREVA J. HOPPER,

Defendant

DECREE OF DIVORCE

The above entitled cause coming on regularly to be heard in open Court at Arco, in the County of Butte, State of Idaho, on the 18th day of June, 1949, with the plaintiff appearing in person and by his counsel, A. C. Dunn Esq., of Arco, Idaho; and it appearing that the defendant, Treva J. Hopper, has heretofore been duly served with process, and the Clerk's default has been duly entered against said defendant for her failure to appear in said cause, and the plaintiff and his witness having been duly sworn and their testimony given in evidence; and it further satisfectorily appearing that said defendant is not now, nor at any time during the pendency of this cause has been, in the Military or Naval Service of the United States of America within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940, upon consideration the Court finds that all of the allegations contained in plaintiff's complaint are true and established by the evidence adduced before the Court, and concludes that the plaintiff is entitled to the relief sought in the prayer of his complaint, now, therefore, on motion of his attorney of record;

IT IS ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant, be and the same are hereby wholly, fully, and finally dissolved and held for naught, and said parties are hereby restored to the status of single persons.

DATED in open Court, at Arco, Butte County, State of Idaho, this 18th day of June, 1949.

/s/ Preston Thatcher
District Judge.

STATE OF IDAHO)
(ss
County of Butte)

I, I. W. BOYER, the duly elected, qualified, and acting Clerk of the District Court, Ex-Officio Auditor and Recorder, in and for the County of Butte, State of Idaho, do hereby certify that the foregoing is a full, true, and correct copy of decree of divorce in the action George E. Hopper, Plaintiff, vs. Treva J. Hopper, defendant, dated June 18, 1949, now of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of June, 1949.

I. W. Boyer
Clerk of the District Court, Ex-officio Auditor and Recorder, Butte County, State, of Idaho,

By Doris M. Nobles
Deputy.

351037

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT,
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FILED
11:43 A.M. P.M.
JUN 6 1949
S. O. FOOTE, CLERK
D. Daniels DEPUTY

BEATRICE M. BARDSLEY,
Plaintiff,
-vs-
CHARLES M. BARDSLEY,
Defendant.

DECREE OF DIVORCE.

The above entitled action coming on regularly to be heard and tried before the court on the 11th. day of February, 1949, the plaintiff appearing in person and by her attorneys, Smith and Ewing, and Frank E. Meek, and the defendant appearing personally and by his attorney, J. W. Galloway, and witnesses being sworn and examined on behalf of both the plaintiff and defendant, and the matter being submitted to the court for its consideration and determination, the court made and filed Findings of Fact and Conclusions of Law herein, and it appearing to the court, and the court so finds:

I.

That the plaintiff and defendant inter-married at Vancouver, Washington, on the 6th. day of July, 1943, and ever since have been and now are husband and wife.

II.

That there are no children the issue of said marriage.

III.

That both the parties hereto have been residents of the State of Idaho for more than six weeks prior to the commencement of said action.

IV.

That the defendant has treated the plaintiff in a cruel and inhuman manner by his acts and conduct, and is guilty of extreme cruelty.

V.

That the plaintiff owns as her own and separate property,

Lots 4, 5, and 6, Block 23, Original Town of Caldwell, Idaho; and

Lots 13, 14, 15, and 16, Block 62, Devers Addition to the City of Caldwell, Idaho.

Now, Therefore, it is hereby ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE:

That the bonds of matrimony now existing between plaintiff and defendant, be, and the same is hereby dissolved.

It is further ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that

Lots 4, 5, and 6, Block 23, Original Town of Caldwell, Idaho; and

Lots 13, 14, 15, and 16, Block 62, Devers Addition to the City of Caldwell, Idaho,

be, and the same is hereby decreed as the separate property of the plaintiff, Beatrice M. Bardsley.

It is further ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the defendant have judgment against plaintiff in the sum of $234.37.

Done in open court this 6th day of June, 1949.

Thomas E Buckner
District Judge.

State of Idaho }
County of Canyon } ss.

I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.

DATED June 6, 1949

S. S. Foote, Clerk of the District Court and Ex Officio Recorder

By D. Powell
Deputy

351248

6672

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FILED
A.M. P.M.
JUN 13 1949
S. S. FOOTE, CLERK
By Deputy

Laura G. Tabor,

Plaintiff,

-vs-

Charles A. Tabor,

Defendant.

DECREE OF DIVORCE.

This cause came on regularly to be heard in open Court this 13th day of June, A. D., 1948, the plaintiff appearing in person and by her attorney, Frank Estabrook, and the defendant did not appear in person or otherwise, and it appearing to the Court that said defendant has been duly and regularly served with the summons in this action and has failed to appear, answer or plead to the plaintiff's complaint on file herein, and that the time for appearing, answering or pleading allowed by law having expired, and it further appearing that the defendant is not now engaged in the military service of the United States of America, and an affidavit of his military status having been filed herein in conformity with the Soldiers' and Sailors' Civil Relief Act of Congress (1940), and the amendments thereto, and the default of the defendant having been entered herein according to law, and the plaintiff having offered proof in support of her allegations in the complaint, and the same having been duly considered by the Court, and the Court having found that the defendant has been guilty of extreme cruelty towards the plaintiff, and the Court being fully advised in the premises, wherein it appears to the Court that the plaintiff is en-

FRANK ESTABROOK
ATTORNEY AT LAW
NAMPA, IDAHO

titled to the relief prayed for in her complaint.

And it further appearing that subsequent to the filing of this action, a property settlement was made between the parties hereto.

NOW, THEREFORE, In consideration of the law and the evidence, it is hereby

ORDERED, ADJUDGED AND DECREED, And this does order, adjudge and decree, that the marriage between the said Laura G. Tabor and Charles A. Tabor, plaintiff and defendant respectively, be, and the same is hereby, dissolved, and said parties are, and each of them, freed and absolutely released from the bonds of matrimony and all the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, And this does order, adjudge and decree, that the plaintiff be, and she is hereby, awarded the care and custody of the minor children of said parties, to wit, Beverly Ann Tabor, two years of age, and Charlene Rae Tabor, one year of age, during their minority, and that said defendant be, and he is hereby, restrained and enjoined from interfering with plaintiff's care, custody and education of said minor children, PROVIDED, HOWEVER, that the defendant shall have the right of visitation with said minor children at all reasonable hours and places.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED, And this does order, adjudge and decree, that the plaintiff shall have judgment for her costs and disbursements incurred herein.

Done in open Court at Caldwell, Canyon County, Idaho, this 13th day of June, A. D., 1949.

Thomas E. Luckey

Judge of the District Court.

Filed June 13, 1949

Isaac W. Kelly

FRANK ESTABROOK
ATTORNEY AT LAW
NAMPA, IDAHO

351250

6673

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
11:00 A.M. ..... P.M.
JUN 18 1949
S. S. FOOTE, CLERK
Mary O'Malley
DEPUTY

CLARA SPRINGER,

Plaintiff

vs

JOHN SPRINGER,

Defendant

DECREE

This cause coming on regularly for hearing before the above entitled court on the 13th day of June, 1949, upon the plaintiff's complaint, service of the same and of the summons is this action having been duly andregularly and in the manner p ovided by law personally served upon the defendant John Springer, at Caldwell, Idaho, on the 10th day of September, 1948, and the defendant failing to appear herein or to plead in said action within the time allowed by law, as specified in said summons; motion for the entry of default of said defendant for failing to so appear was duly made, and it appearing to the court that said defendant, John Springer, was not at any time during the pendency of this action in the military service of the United States of America or any of the branches or departments thereof, order was duly issued directing the clerk of this court to enter the default of said defendant for so failing to appear and plead within the time allowed by law, pursuant to the order of this court, thereafter the default of said defendant for so failing to appear and plead within the time allowed by law was duly and regularly entered by the clerk of this court in the above entitled cause and prior to the hearing of this matter; and the plaintiff appparing in person and by her attorney Harold L. Yeamans, and the defendant not appearing in said cause the court proceeded to the hearing thereof.

The plaintiff and her witnesses were called, duly sworn and testified in open court and in support of all the material allegations of the complaint; and from such testimony it appears to the satisfaction of the Court that all the material allegations of said complaint are true; that the plaintiff has been

a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action; that the plaintiff is entitled to an absolute divorce from the defendant on the grounds of Extreme Cruelty.

Now, Therefore, IT IS ORDERED, ADJUDGED AND DECREED, and this does ORDER, ADJUDGE and DECREE:

That the plaintiff Clara Springer, be, and she hereby is, granted an absolute divorce from the defendant, John Springer, and that each of the parties to said marriage be, and they hereby are, restored to the single persons.

Dated this 13th day of June, 1949.

District Judge

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,

June 13, 1949

E. S. Peare, Clerk of the District Court and Ex Officio Recorder

By Dana Malloy Deputy

351251

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT,
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FILED
11:25 A.M. ..... P.M.
JUN 13 1949
S. S. FOOTE, CLERK
Deputy

DONALD E. CAMPBELL,

Plaintiff,

-vs-

DOROTHY LOU CAMPBELL,

Defendant.

DECREE OF DIVORCE.

This matter coming on for hearing in open court this 13th day of June, 1949, the plaintiff appearing in person and by his attorney, Frank E. Meek, Esq., and it appearing to the court that service was made on the defendant herein on the 11th. day of May, 1949, by leaving with said defendant personally a copy of the summons attached to a copy of the complaint, together with a copy of the affidavit for service outside of the State of Idaho, and the order therefor, as more particularly appears from the return of summons made by John E. Hawk, and filed in this court on the 13th day of June, 1949, and more than twenty days having expired since the service upon the said defendant, and said defendant having failed to answer or otherwise appear within the time prescribed by law, and the affidavit of the plaintiff having heretofore been filed, stating that the defendant was not now in the armed forces and defendant's default for not so answering or appearing having heretofore on the 13th day of June, 1949, been entered herein, the court proceeded to the hearing and the determination of the issues herein.

Whereupon witnesses were duly sworn and testified on behalf of the plaintiff and it appearing to the court from the evidence introduced, that Donald E. Campbell, the plaintiff herein, and Dorothy Lue Campbell, the defendant herein, were inter-married on the 5th. day of October, 1946, in Kansas City, Kansas, and ever since and now are, husband and wife. That the plaintiff has maintained his residence in Canyon County, Idaho, for more than six weeks prior to the commencement of this action. That there are no children born the issue of this marriage, and there is no property to be adjudicated in this proceeding.

That on or about the 1st. day of June, 1947, the said defendant disregarding her marriage vow, and without the consent and against the will of the plaintiff, deserted and abandoned said plaintiff, and ever since said time has, and without cause, reason or justification, abandoned and deserted said plaintiff, and has without cause or justification lived separate and apart from plaintiff. That said conduct on the part of the defendant constitutes and is wilful desertion.

WHEREFORE, it is ORDERED, ADJUDGED and DECREED, and this does hereby ORDER, ADJUDGE and DECREE, that the bonds of matrimony now existing between Donald E. Campbell and Dorothy Lue Campbell, be, and the same are hereby dissolved and held for naught.

It is further ORDERED, ADJUDGED and DECREED, that the defendant have restored to her her maiden name, to-wit, Dorothy Lee Miller.

Done in open court this 13th day of June, 1949.

Thomas E Buckner

District Judge.

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.
DATED June 13, 1949
S. S. Peare, Clerk of the District Court and Ex Officio Recorder
By Grace O'Maley
Deputy

351283

6675

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

* * * * *

FILED
A.M. 3:40 P.M.
JUN 13 1949
[illegible]

OVA SWAN,
Plaintiff,
-vs-
H. B. SWAN,
Defendant.

DECREE

* * * * *

The above-entitled action came on regularly to be heard and tried before the Court at Caldwell, Canyon County, State of Idaho, sitting without a jury, on the 13th day of June, 1949, the plaintiff being present with her attorney, Milo Axelsen, and the defendant not appearing either in person or by attorney; and the Court having heretofore entered default, the Court proceeded to hear the evidence introduced in support of plaintiff's complaint; and it appearing to the Court that the defendant is guilty of extreme cruelty, and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED and DECREED, That the plaintiff, Ova Swan, be divorced from the defendant, H. B. Swan, and that the bonds of matrimony heretofore existing between the plaintiff and defendant be dissolved;

IT IS FURTHER ORDERED, ADJUDGED and DECREED, That the plaintiff be awarded the care, custody and control of the minor child of the plaintiff and defendant, to-wit: Paul Homer Swan, born on June 20th, 1936, with the right of defendant to visit said child at all reasonable times.

IT IS FURTHER ORDERED, ADJUDGED and DECREED That the following described real property situate in Owyhee County, Idaho, to-wit:

A tract of land being a part of Lot 6 East of Railroad right of way, in Section 34, Twp 3 North, Range 4 W.B.M., Idaho, bounded on the South and East by townsite of Marsing and on the North by Howard Birmingham property, and on the West by Highway, on the East by the Don Gentry property, about 300 feet running North and South, containing about one acre, more or less.

Together with household furniture and goods situated therein, be awarded to plaintiff as her sole and separate property.

Dated at Chambers in Caldwell, Canyon County, State of Idaho, this 13th day of June, 1949.

(SEAL)

THOMAS E. BUCKNER
District Judge.

State of Idaho }
County of Canyon } ss.

I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.

DATED

June 13, 1949

S. S. Foote, Clerk of the District Court and Ex Officio Recorder.

By _____ Deputy

351272

6676

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

2:50

JUN 13 1949

Lavona Layne

FRANCIS W. LEE,

Plaintiff,

-vs-

NELLIE M. LEE,

Defendant.

DECREE OF DIVORCE

This cause coming on regularly for hearing this 13th day of June, 1949, on the Complaint of the plaintiff taken as confessed by the defendant, whose default for not answering has been duly entered in said cause this day.

It appearing to this Court that the said defendant, Nellie M. Lee, has been duly and regularly served with Summons in the above entitled cause according to law, and that more than twenty (20) days have elapsed since said service.

Witnesses were duly sworn and examined on behalf of the plaintiff and the evidence being closed, the case was submitted to the Court for its decision and after due deliberation the Court finds:

That the plaintiff has filed his affidavit as provided under the Soldiers' and Sailors' Civil Relief Act of 1940, in which plaintiff states that the defendant, Nellie M. Lee, is not in the Military Service of the United States, as defined by Section 101 (1) of the Act of Congress approved October 17, 1940; that pursuant to said affidavit, an Order allowing default was entered by the Court herein ordering that in case of proper service, default judgment be entered against the said defendant, Nellie M. Lee.

That all of the allegations contained in plaintiff's Complaint are true and supported by evidence; that the plaintiff and defendant intermarried at Billings, County of Yellowstone,

State of Montana, on or about May 29, 1940, and ever since said time have been and now are husband and wife.

That plaintiff is now and has been for more than one (1) year last past preceeding the commencement of this action a resident of the State of Idaho.

That there are two children living as the issue of the marriage of said plaintiff and defendant, and that the names and ages of said children are as follows: Karen Lee, age 5 years and Bonnie Lee, age 4 years;

That there is no community property of the plaintiff and defendant.

That the Court finds that the defendant has been guilty of extreme cruelty as more particularly set forth in plaintiff's complaint.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED and DECREED and this DOES ORDER, ADJUDGE and DECREE that the marriage bonds between the plaintiff, Francis W. Lee, and the defendant, Nellie M. Lee, be and the same are hereby dissolved, and that the parties and each of them, are free and absolutely released from the bonds of matrimony and all obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED and DECREED That the dustody of the minor children, to-wit; Karen Lee, age 5 years, and Bonnie Lee, age 4 years, be awarded to the plaintiff.

Dated this the 13 day of June, 1949.

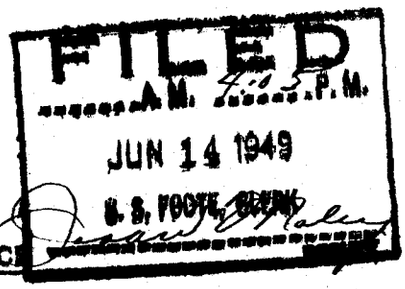
Thomas E Buckner
District Judge

State of Idaho, County of Latah, ss. I hereby certify that the within instrument is a true copy of the original thereof now on file in my office.
June 13, 1949
U. S. Post, Clerk of the District Court and Ex Officio Recorder.
By Leona Jayne
Deputy

351311 6677

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

- - - - - -



LOIS W. MARTIN,
Plaintiff
vs.
HOWARD P. MARTIN,
Defendant.

DECREE OF DIVORCE

This cause came on regularly for hearing before the above entitled District Court on the 13th day of June, 1949; CALDWELL AND ALEXANDERSON appearing as counsel for plaintiff, and the defendant having been duly and regularly served with Summons and Complaint in said action, and defendant having failed to appear herein, in person or by counsel, and said defendant having failed to appear or plead to said Complaint within the time required by law, or at all, and his default having been duly entered, witnesses were sworn and testified;

AND THE COURT having heard and considered all of the evidence and testimony in said action, and it thereby having been made to appear to this Court that the plaintiff and defendant intermarried at Nampa, Canyon County, Idaho, on or about July 20, 1935, and ever since have been and now are husband and wife; and that the plaintiff is now, and for more than six full weeks next preceding the commencement of this action, has been a bona fide resident of the State of Idaho.

That there are four minor children the issue of said marriage;

That the plaintiff and defendant are the owners of the following described personal community property, to-wit:

One (1) full bed, coil springs, cotton mattress
One (1) 3/4 bed, coil springs, cotton mattress
One (1) pr. bunk beds, box springs, cotton mattresses
One (1) baby crib, tenda walker
Two (2) dressers
Two (2) chests of drawers
One (1) maple and chintz boudoir chair
One (1) walnut veneer cedar chest
One (1) dining table - six (6) chairs
One (1) reed rocker
One (1) reed occasional chair
One (1) congoleum rug, 9 x 12
One (1) oil heater
One (1) electric Singer sewing machine, desk model
Two (2) round coffee tables
Two (2) end tables
One (1) magazine rack
Two (2) table lamps
One (1) overstuffed set, blue velour, 2 pieces
One (1) occasional table
One (1) chromium and leather dinette set, table, 4 chairs
One (1) electric washer, Kenmore, white enamel
One (1) Westinghouse electric range
One (1) electric heater

Household appliances: iron, toaster, dust mops, brooms, etc.
Cooking utensils, dishes, bedding, linens, pictures, curtains, etc.
About 300 quarts home canned fruits and vegetables.
One (1) each shovel, rake, garden hose, grass clippers

And the Court having further found that the defendant, HOWARD P. MARTIN has treated the plaintiff, LOIS W. MARTIN, in a cruel and inhuman manner and has treated said plaintiff in such a manner as to inflict upon her grievous mental pain and suffering and to such an extent as to consitute extreme cruelty inflicted by said defendant upon the plaintiff;

And the Court having further found that the defendant, HOWARD P. MARTIN, is guilty of habitual intemperance and is habitually intemperate from the use of intoxicating drinks and liquors to that degree that the intemperance of the defendant reasonably inflicts and has continuously during the period of more than one year last past inflicted a course of great mental anguish upon the plaintiff and that the plaintiff has been an innocent party with respect to said intemperance and that the defendant has been during said period and stillis guilty of habitual intemperance from the use of intoxicating drinks to that degree that said intemperance of said defendant during said period of time has disqualified him a

a great portion of the time from properly attending to business and that the defendant has the fixed habit of frequently getting drunk and is unable to resist drunkenness.

That all of the material allegations of plaintiff's complaint are true and are sustained by the evidence and proofs submitted upon said hearing and that plaintiff is entitled to the Decree of Divorce and to the relief as prayed for in her complaint and that said Decree should be entered accordingly;

That all of the Findings of Fact and Conclusions of Law having been waived by said defendant by his refusal to plead to or to answer plaintiff's complaint in said action and by said defendant's refusal and failure to appear in said action or to appear at the trial of said action or to offer any evidence at the hearing and trial of said action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED and this does ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony now existing between the plaintiff, LOIS W. MARTIN and the defendant HOWARD P. MARTIN, be dissolved and held for naught and that said parties be absolutely divorced from each other.

2. That the exclusive care, custody and control of said minor children, a son, Eldon Robert Martin; a son, Howard Neil Martin; a daughter, Sandra Jean Martin; and a son Melvin Eddie Martin, be awarded to the plaintiff, LOIS W. MARTIN, and that defendant be perpetually estopped, debarred and enjoined from interfering with the control of said minor children; reserving the right, however, of the defendant to visit said children at proper times and places.

3. That there is hereby awarded to the plaintiff, LOIS W. MARTIN, as and for her sole and separate property the following personal property formerly owned by the plaintiff and defendant, to-wit:

One (1) full bed, coil springs, cotton mattress
One (1) 3/4 bed, coil springs, cotton mattress
One (1) pr. bunk beds, box springs, cotton mattresses
One (1) baby crib, tenda walker
Two (2) dressers
Two (2) chests of drawers
One (1) maple and chintz buodoir chair
One (1) walnut veneer cedar chest
One (1) dining table - six (6) chairs
One (1) reed rocker One (1) reed occasional chair
One (1) Congoleum rug, 9 x 12 One (1) oil heater
One (1) electric Singer sewing machine, desk model
Two (2) round coffee tables Two (2) end tables
One (1) magazine rack Two (2) table lamps
One (1) overstuffed set, blue velour, 2 pieces
One (1) occasional table
One (1) chromium and leather dinette set, table, 4 chairs
One (1) electric washer, Kenmore, white enamel
One (1) Westinghouse electric range
One (1) electric heater
Household appliances: iron, toaster, dust mops, brooms, etc.
Cooking utensils, dishes, bedding, linens, curtains, pictures, etc.
About 300 quarts home canned fruit and vegetables
One each, shovel, rake, garden hose, grass clippers

4. That the defendant pay to this plaintiff for the care, maintenance and support of said minor children the sum of One Hundred Dollars ($100.00) per month, being the sum of Twenty-five Dollars ($25.00) per month for each of said minor children, said payments to begin on the 25th day of April, 1949 and to be paid as follows: One Hundred Sixty-six Dollars sixty-six cents ($166.66) on the 15th day of June, 1949, and Fifty Dollars ($50.00) on the 1st day of July, 1949 and Fifty Dollars ($50.00) on the 15th day of July, 1949, and Fifty Dollars ($50.00) on the 1st and 15th days of each and every month thereafter during the minority of said children.

5. That the defendant pay to this plaintiff for the support and maintenance of said plaintiff the sum of Fifty Dollars ($50.00) per month, said payments to begin on the 25th day of April, 1949 and to be paid as follows: Eighty-three Dollars thirty-three cents ($83.33) on the 15th day of June, 1949 and Twenty-five Dollars ($25.00) on the 1st day of July, 1949, and Twenty-five Dollars ($25.00) on the 15th day of July, 1949 and Twenty-five Dollars ($25.00) on the 1st and 15th days of each and every month thereafter until the further order of this Court.

6. That the plaintiff have judgment against this defendant for the sum of One Hundred Fifty and no/100 Dollars ($ 150.00) attorneys' fees in this action and for the further sum of Twenty-one and 90/100 Dollars ($ 21.90) for plaintiff's costs and disbursements expended in this action.

Done in open Court this 14th day of June, 1949.

Thomas E. Buckner

Thomas E. Buckner, District Judge of the above entitled Court

State of Idaho } ss.
County of Canyon }
I hereby [illegible] foregoing instrument is a true [illegible] as the same [illegible]

DATED

June 14, 1949

S. S. Foote, Clerk of the District Court and Ex Officio Recorder

By Jean M. Maley Deputy

351465

6678

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT, OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FILED
10:25 A.M. ..... P.M.
JUN 20 1949
S. S. FOOTE, Clerk
By Deputy

WALTER A. MARTIN,
Plaintiff,

- vs -

THELMA JANE MARTIN,
Defendant.

D E C R E E.

THIS CAUSE, Came on regularly to be heard, this 20th day of June, 1949, upon the complaint herein, the proof and testimony in said action.

And the Court Finds: That the plaintiff and defendant herein, were married; that Thelma Jane Martin, the defendant, was regularly served with Summons in this action, at Vancouver, Canada, and that she has failed to appear herein, and that the Statutary time to so appear has expired, and proof having been submited that the defendant is not now engaged in any branch of the Military Service of the United States, default has been duly entered against said defendant.

And the Court Further Finds; That all the materila allegations of the complaint herein are true, and that the plaintiff is entitled to a decree of divorce upon the grounds of Desertion, Therefore;

IT IS ORDERED, ADJUDGED AND DECREED, BY THIS COURT:

That the bonds of matrimony existing between the plaintiff and defendant are hereby dissolved, and they are hereby absolutly divorced from each other.

Dated this 20th. Day of June, 1949.

Thomas E. Buckner
District Judge.

State of Idaho } ss.
County of ... } I hereby certify the foregoing instrument is a true copy of the original as the same appears of record in my office.

June 20, 1949
... District Court
Deputy

35,550

6679

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
A.M. 4:03 P.M.
JUN 22 1949
S.C. YOUTZ, CLERK
DEPUTY

IOLA I. RAMSEY,

Plaintiff,

-vs-

DERRAL RAMSEY,

Defendant.

DECREE

This case came on regularly to be heard on June 20th, 1949. Donald Anderson appeared as attorney for plaintiff, and defendant did not appear by counsel or otherwise.

It being made to appear to the Court that summons was duly and regularly served upon the defendant and that an affidavit showing non-military service by the defendant, and an order authorizing an entry of defendant's default for failure to appear or plead to plaintiff's complaint has been entered by this Court, and that the default of the defendant was entered more than twenty days after such service of summons,

Witnesses were sworn and examined on behalf of the plaintiff and the cause was submitted to the Court, and the Court having duly considered the same, finds that the plaintiff and defendant are husband and wife, that the plaintiff has been a bona fide resident of the State of Idaho for more than six full weeks next preceding the commencement of this action, that preceding the filing of the complaint defendant has been guilty of extreme cruelty toward the plaintiff, and that by reason thereof plaintiff is entitled to have the marriage relation existing between her and the defendant dissolved, that the plaintiff and defendant have, as the issue of their marriage, one minor child, Richard Ramsey, now seven years of age,

and that the custody of said minor child should be granted to the plaintiff, and that the defendant is able to and should pay the sum of Twenty-Five Dollars ($25.00) per month for the support of said child, and the Court finds that on May 10, 1949 this Court entered an order directing the defendant to pay Twenty-Five Dollars ($25.00) per month during the pendency of the action or until further order of the Court to the plaintiff, together with One Hundred Dollars ($100.00) as attorney's fees and costs of suit, but that no part of said amounts have been paid, and that said amounts should, therefore, be included in this decree; that the plaintiff is entitled to her trunk and personal belongings and clothing, the electric sewing machine, ironing board and such personal property as she had prior to her marriage with the defendant, and to the personal property and belongings of her sons, Richard Ramsey and Robert Jordan (a son by a previous marriage, whose father is deceased), and that the plaintiff is entitled to one-half of the community personal property including a one-half interest in a 1940 Chevrolet pick-up truck, and that plaintiff is entitled to one-half of the real property owned by the parties hereto and which is a one-half interest in the following described property:

> Commencing at a point twenty-five (25) feet east of the center point of Section 6, Township 4 North, Range 2 West of the Boise Meridian, and twenty-five (25) feet south of the south line of the SW¼ of the NE¼ of Section 6, Township 4 North, Range 2 West of the Boise Meridian, thence run southerly 220 feet; thence at an angle of 91° 42' left, 209.5 feet to the East bank of Canyon Hill Ditch; thence southerly at an angle of 44°7' right, 259.2 feet to the West line of the Idaho Northern Railroad right-of-way; thence northerly at an angle of 118° left along said right-of-way, 323.7 feet; thence East at an angle of 75° 50' left 240 feet, to the point of beginning;
>
> The 25 feet on the North and West sides of the above tract is reserved for road purposes;
>
> Together with all water and ditches and rights-of-way for water and ditches thereunto appertaining.

NOW, THEREFORE, on motion of Donald Anderson, Attorney for plaintiff,

It is hereby ORDERED, ADJUDGED and DECREED that the marriage bond heretofore and now existing between plaintiff and defendant be, and the same hereby is, cancelled and dissolved on the grounds of extreme cruelty on the part of the defendant toward the plaintiff, and the parties, and each of them, are free and absolutely divorced.

It is further ORDERED, ADJUDGED and DECREED that the plaintiff be, and she is hereby, awarded the care and custody of Richard Ramsey, now seven years of age, and the sum of Twenty-Five Dollars ($25.00) per month from May 10, 1949 to be paid on or before the 10th day of each and every month for the support of said minor child until such time as said child has attained the age of legal majority or until further order of this Court, and plaintiff is hereby given judgment for costs in the amount of Seventeen and 10/100 Dollars ($17.10) and for attorney's fees in the sum of One Hundred Dollars ($100.00); that the plaintiff shall have as her own, sole and separate property her trunk and personal belongings and clothing, the electric sewing machine, ironing board and such property as she had prior to her marriage with the defendant, and one-half of the community personal property including a one-half interest in a 1940 Chevrolet pick-up truck; and that the plaintiff shall have the custody and possession of the personal property and belongings of her sons, Richard Ramsey and Robert Jordan; and that plaintiff shall have one-half of plaintiff's and defendant's interest in the real property hereinabove described.

DATED this 22 day of June, 1949.

THOMAS E. BUCKNER
District Judge

State of Idaho }
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
June 22, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By H. Vowell
Deputy

6680

351656

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT,
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

ESTHER J. MAIN,

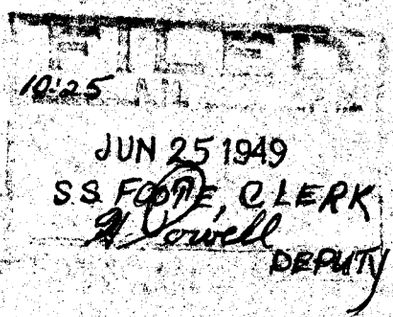
Plaintiff,

-vs-

ROBERT D. MAIN,

Defendant.

DECREE OF DIVORCE.



This matter coming regularly on for hearing this 25 day of June, 1949, the plaintiff appearing in person and by her attorney, Frank E. Meek, and it appearing to the court that service was made upon the defendant herein by publication of summons in the Caldwell News-Tribune, by publication under order directing publication of summons, for the period of four weeks, said publication commencing with the issue of May 7th., 1949, and ending with the issue of June 4th., 1949, with the time of twenty-six days intervening between the first and last publication of said summons.

And it further appearing to the court that under said order directing publication of summons, it was further ordered that a copy of the summons together with a copy of the complaint in said action, be mailed to said defendant at his last known post office address. And it appearing from the affidavit of publication of the principal clerk of the Caldwell News-Tribune, that publication of said summons was made as hereinbefore ordered. And it appearing

from the affidavit of Dean E. Miller, filed herein, that copies of said summons and complaint were mailed to the defendant at his last known address, and more than twenty days having expired since the service upon said defendant, and said defendant having failed to answer or otherwise appear within the time prescribed by law, his default for not so answering having heretofore on the _____ day of June, 1949, been entered herein, the Court proceeded to the hearing and determination of the issues herein. Whereupon witnesses were duly sworn and testified on behalf of the plaintiff, and it appearing from the evidence that Esther J. Main and Robert D. Main were married on the 8th. day of September, 1948, and ever since said date have been and are now, wife and husband.

That the plaintiff has been a bona fide resident of the State of Idaho, for more than six weeks preceding the commencement of this action.

That there are no children, the issue of said marriage.

That there are no property rights to be adjudicated by this action.

And the Court being fully advised in the premises, and being of the opinion that all of the material allegations contained in the complaint of the plaintiff on file herein, are true and correct, and that the defendant is guilty of extreme cruelty towards the plaintiff; it is hereby ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony now existing between the plaintiff and defendant, be dissolved and held for naught, and the plaintiff and defendant are hereby absolutely divorced from each other

JAN 2 1950

Opal S. Hull

2. That the plaintiff have her maiden name restored, to-wit, Esther J. Shepard.

Thomas E. Buckner

Thomas E. Buckner

District Judge.

State of Idaho)
County of Canyon)
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,

DATED June 25, 1949

S. J. Foote, Clerk of the District Court and Ex Officio Recorder.

By L. Powell, Deputy

5222

6681

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF CASSIA.

---oOo---

PARILLA WAKE,

Plaintiff,

-vs-

ELDRED WAKE,

Defendant.

DECREE OF DIVORCE

---oOo---

This cause came on regularly for trial in open court at Rupert, Minidoka County, Idaho, on the 2d day of June, 1949, the plaintiff appearing in person and by her attorney, A. H. Nielson, Esq.; and it appearing to the court that the defendant, Eldred Wake, was duly served with summons herein and that he has failed to appear and answer within the time allowed by law and his default having been entered, and upon the evidence on the part of the plaintiff, and the matter having been submitted for judgment and the court having considered all the evidence in this action, from which it appears that all the material allegations of the complaint are true and as such are found to be the facts and all and singular the laws and premises being by the court understood and considered.

NOW, THEREFORE, by virtue of the law and by reason of the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Parilla Wake, and the defendant, Eldred Wake, be and the same are hereby dissolved, discharged and annulled, and that the plaintiff is hereby relieved and discharged from any and all obligations by reason of said marriage, and that the parties hereto are hereby restored to the status of single persons;

That there is hereby granted and given to the plaintiff, Parilla Wake, the sole care, custody and control of Charles Dennis Wake, the minor child of the parties hereto, during the school term of each year; that the defendant, Eldred Wake, is hereby granted and given the sole care, custody and control of said minor child during the school vacation period of each year.

That there is hereby decreed, granted and given unto Parilla Wake, the said plaintiff, as her share of the community property the following described personal property, to-wit: one Firestone refrigerator; free and clear of all demands, pretensions or claims on the part of the said defendant;

That there is hereby decreed, granted and given unto Eldred Wake, the said defendant, as his share of the community property the car and other household furniture, free and clear of all demands, pretensions or claims on the part of the said defendant.

DONE in open court this 2d day of June, 1949.

Hugh A. Baker
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of a Decree of Divorce in the Case of Pauline Hake vs Elmer Hake — Case # 5222

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 3rd day of June, 1949.

Wm. Baugh Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Feyda Hunter
Deputy

5214

6682

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF CASSIA.

---oOo---

BUD LAY,

Plaintiff,

-vs-

DOROTHY LAY,

Defendant.

DECREE OF DIVORCE

---oOo---

This cause came on regularly for trial in open court at Rupert, Minidoka County, Idaho, on the 2d day of June, 1949. The plaintiff appeared in person and by his attorney, A. H. Nielson, Esq., and it appearing to the Court that the defendant herein has duly filed in this court her waiver of summons and appearance and having failed to appear and answer, and her default having been entered, and upon the evidence on the part of the plaintiff and the matter having been submitted for judgment and the Court having considered all the evidence in this action, from which it appears that all the materiai allegations of the complaint are true and as such are found to be the facts, and all and singular the law and premises being by the Court understood and considered;

NOW, THEREFORE, by virtue of the law and by reason of the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Bud Lay, and the defendant, Dorothy Lay, be and the same are hereby discharged, dissolved and annulled, and the said plaintiff is hereby relieved and discharged from any and all obligations by reason of said marriage, and that the said parties hereto are hereby restored to the status of single persons.

DONE in open court this 2d day of June, 1949.

Hugh A.Baker
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true and correct copy of "Decree of Divorce" in the Case of Bird Lay vs. Dorothy Lay -- Case #5214

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 3rd day of June, 1949.

Wm. Baugh Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Fayda Hunter
Deputy

5200

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

- - - - -

Frances Dick,
Plaintiff,
vs.
Charles W. Dick,
Defendant.

DECREE OF DIVORCE

This cause came on regularly to be heard at Chambers at Rupert, Idaho before Honorable Hugh A. Baker, one of the District Judges of the Eleventh Judicial District of the State of Idaho in and for the County of Cassia, on the 4th day of June, 1949, J. I. Burgess appearing as counsel for plaintiff, and the defendant having failed to appear, either in person or by an attorney, and it appearing to the Court that the defendant Charles W. Dick has been duly and legally served with summons and complaint and that the time for appearing, answering or demurring has expired and no appearance, answer or demurrer has been made or filed by the defendant Charles W. Dick, on motion of J. I. Burgess, counsel for plaintiff, the default of the defendant for his failure to appear, answer or demur to the complaint of the plaintiff was by the Court ordered entered. Thereupon, witnesses on behalf of the plaintiff were sworn and examined and the cause was submitted to the Court for its deliberation and decision, and the Court being fully advised in the premises, ordered that judgment and decree of this Court be entered in favor of the plaintiff Frances Dick and against the defendant Charles W. Dick in accordance with the prayer of plaintiff's complaint.

NOW, THEREFORE, By virtue of the law and by reason of the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED and DECREED That the bonds of matrimony now existing between the plaintiff and defendant be, and the same are hereby dissolved, and that the plaintiff be restored to the status of a single person; that the plaintiff be

awarded the care, custody and control of Richard Charles Dick, the minor child of plaintiff and defendant.

Dated this 4th day of June, 1949.

Hugh A. Baker
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Daugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of "Decree of Divorce" in the Case of Frances Dick vs Charles H. Dick - Case # 5200

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 14th day of June, 1949.

Wm. Daugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder, Cassia County, Idaho

By Virginia Hunter
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

.....

COPY

GERALDINE HUBER SMITH,

PLAINTIFF,

VS.

JOSEPH C. SMITH,

DEFENDANT.

DECREE OF DIVORCE

....

THIS CAUSE came on regularly for hearing this 10th day of June, 1949, before Honorable Kales E. Lowe, one of the District Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Cassia, at Burley, Idaho.

The plaintiff appeared with her counsel, Henry W. Tucker; and the defendant appeared neither in person nor by counsel; and it appearing to the satisfaction of the Court that the defendant herein, Joseph C. Smith has been duly served with process herein according to law; and that the defendant has made no appearance herein; and that the time for appearing and demurring or answering the complaint on file has expired; and that the affidavit required by the Soldiers' and Sailors' Civil Relief Act as amended, has been duly filed herein; and that the default of the defendant has been duly entered by the Clerk of this Court according to law;

WHEREUPON, the Court proceeded to the hearing. Witnesses on behalf of the plaintiff in support of the allegations of her complaint were duly sworn and testified; and the evidence being closed, and the Court being fully advised in the premises, after deliberation did order the plaintiff to have judgment against the defendant as herein set forth:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1.

That the bonds of matrimony now existing between the plaintiff and the defendant be, and they are hereby dissolved, and plaintiff be, and she is, hereby restored to the status of a single person; and is relieved of all further obligations of said marriage.

2.

That the plaintiff is awarded her maiden name of Geraldine Huber.

Dated at Burley, Idaho this 10th day of June, 1949.

s/ Kales E. Lowe

District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of "Decree of Divorce" in the case of Geraldine Huber Smith vs Joseph C Smith

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 15th day of June, 1949.

Wm. Baugh, Jr
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Zeyda Hunter
Deputy

5228

6685

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA

- - - - - - -

LAURA UARDA MAXWELL,

Plaintiff,

vs.

WILLIAM CLEAVER MAXWELL,

Defendant.

DECREE

- - - - - - -

This cause came regularly on for hearing before the Court on the 15th day of June, 1949, on the complaint of the plaintiff filed herein. The plaintiff appeared in person and by S. T. Lowe, her attorney, and the defendant having failed to appear, either in person or by an attorney, and it appearing to the Court that due and legal personal service of summons, together with a copy of the complaint, had been had upon the defendant in the County of Minidoka, State of Idaho, on the 7th day of May, 1949; that the time for appearing and pleading to the complaint of the plaintiff had expired and that no appearance, answer or demurrer had been made by the defendant, and it further appearing to the Court that the defendant is not engaged in the military service of the United States, on motion of S. T. Lowe, attorney for the plaintiff, the default of the defendant for his failure to appear and plead to the complaint of the plaintiff was by the Court ordered entered.

Thereupon witnesses on behalf of the plaintiff were sworn and examined and the plaintiff rested, and it appearing to the Court that the allegations of the complaint of the plaintiff were true and had been supported by the evidence, it was by the Court ordered that the plaintiff have judgment as prayed for in her complaint.

NOW, THEREFORE, By virtue of the law and by reason of the premises aforesaid, it is hereby ORDERED, ADJUDGED and DECREED:

1.

That the bonds of matrimony heretofore and now existing between the plaintiff, Laura Uarda Maxwell, and the defendant, William Cleaver Maxwell, be and the same are hereby dissolved, discharged and released, and the parties are hereby restored to the status of single persons.

2.

That the plaintiff is the owner as her sole and separate property of the following described real estate in the County of Cassia, State of Idaho, to-wit:

Lots 2 and 3 and the Southeast quarter of the Northeast quarter of Section 31, Township 10 South, Range 23 East, Boise Meridian; Northwest quarter of the Southwest quarter and the Southwest quarter of the Southwest quarter of Section 32, Township 10 South, Range 23 East, Boise Meridian,

And all improvements on all of the said tracts, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and her right and title in and to the same, and the whole thereof, is hereby found, adjudged, decreed and established, free and clear of any and all claims, demands or pretensions of the said defendant, and the defendant is hereby enjoined, estopped and restrained from making, asserting or claiming any right, title, claim or interest in or to the said real estate, or any part or parcel thereof, or any of the crops growing thereon.

That in addition to the real estate above described, the plaintiff is the owner, as her sole and separate property, free and clear of any and all claims, demands and pretensions of the defendant, of the following described personal property, to-wit:

One 1947 Pontiac 2-door sedan automobile

All household furniture, furnishings and equipment upon the premises above described.

3.

That the defendant is the owner, as his sole and separate property, of the following described real estate in the County of Minidoka, State of Idaho, to-wit:

Lots 7 and 8 and the south half of Lot 9 of Block 1 of Titus Hunter's Addition to Paul, Idaho, as the same is platted in the official plat thereof, now of record in the office of the County Recorder of Minidoka County, Idaho,

And all improvements thereon, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and his right and title in and to the same, and the whole thereof, is hereby found, adjudged, decreed and established, free and clear of any and all claims, demands or pretensions of the said plaintiff, and the plaintiff is hereby enjoined, estopped and restrained from making, asserting or claiming any right, title, claim or interest in or to the said real estate, or any part or parcel thereof.

That in addition to the real estate above described, the defendant is the owner, as his sole and separate property, free and clear of any and all claims, demands and pretensions of the plaintiff, of the following described personal property, to-wit:

One (1) Shaper	One (1) Drill Press
One (1) Quick Saw	One (1) Band Saw
One (1) Jig Saw	One (1) Sprayer - Compressor
One (1) Bench Sander	One (1) Sterling Sander

One (1) Saw Gummer	One (1) Flexible Shaft and Motor
One (1) Power Drill	One (1) Radial Saw
One (1) Jointer	One (1) Bench Saw
One (1) Welder	One (1) Wood Lathe
One (1) Saw Filer	One (1) Dodge Coupe

4.

That the temporary injunction issued at the time of the institution of this action be and the same is hereby made permanent and perpetual and the said defendant is hereby perpetually enjoined, estopped and restrained from disturbing, molesting or otherwise interfering with the plaintiff.

5.

That the former name of the plaintiff, to-wit, Laura Uarda Moore, be and the same is hereby restored and from and after the entry of this decree the true and correct name of the plaintiff shall be Laura Uarda Moore.

DATED This 15th day of June, 1949.

s/ Clyde Hunter
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true and correct copy of "Decree of Divorce" in the Case of Laura Uarda Maxwell vs Wm Eleaser Maxwell Case # 2228

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 15th day of June, 1949.

Wm Baugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder, Cassia County, Idaho

By Lyda Hunter
Deputy

6686

FILED

JUN 17 1949

Henry L. Manning
District Judge

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CLARK

ROBERT V. KIDWELL,

Plaintiff,

vs.

LUCILLE C. KIDWELL,

Defendant.

DECREE

This cause came on regularly for hearing at Chambers at Idaho Falls, Bonneville County, Idaho, on the 17th day of June, A. D. 1949; Holden & Holden of Idaho Falls appearing for and in behalf, and as the attorneys of record of the above named plaintiff, and no one appearing for or on behalf of the above named defendant, whereupon plaintiff was regularly and duly sworn and examined and testified for and in his own behalf, and whereupon John Fassbaum was duly and regularly sworn and examined, and testified for and in behalf of the above named plaintiff, and thereupon the plaintiff rested, and the above named defendant having submitted no proof for or in her own behalf, this cause was thereupon submitted to the Court for its decision, on the testimony and documentary evidence submitted for and in behalf of the above named plaintiff, and the Court being fully advised in the premises, now finds as follows:

I

That the above named defendant has been duly and regularly served with a true copy of the Another Summons issued out of said Court, in said cause, attached to which was a true copy of the Complaint filed herein, as provided by law; that the defendant failed to appear or answer or otherwise plead to said plaintiff's Complaint on file herein, either in person or by her attorney, within the time required by law, or at all; that the time for

answering having expired, the default of said defendant has been duly and regularly entered according to law; that the said defendant is not now in the military service of the United States, nor in any branch of service thereof; that said plaintiff and defendant intermarried at Santa Barbara, Santa Barbara County, State of California on or about the 2nd day of September, 1943; that no children have been born the issue of said marriage; that the community property mentioned and described in plaintiff's Complaint herein should be granted and decreed to the defendant herein; that this Court has jurisdiction of the subject matter of this action and of the person of the above named plaintiff and of the person of the above named defendant; that all of the allegations of plaintiff's Complaint are true; that the plaintiff is entitled to a Decree of divorce as prayed for in his Complaint filed herein.

NOW, THEREFORE, on motion of Holden & Holden, attorneys of record of the above named plaintiff:

I

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Robert V. Kidwell, and the above named defendant, Lucille C. Kidwell, be, and the same is hereby forever dissolved, set aside and held for naught and that the plaintiff and the defendant, and each of them, be, and they are hereby forever absolutely released from all the obligations thereof.

II

IT IS FURTHER ADJUDGED, ORDERED AND DECREED, that the defendant be awarded, as her sole and separate property, the silverware, chinaware, household furnishings and personal effects mentioned and described in the plaintiff's Complaint herein.

Done in Chambers, at Idaho Falls, Idaho, this 17th day of June, A. D. 1949.

Henry S. Martin
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO, }
County of Clark } ss.

I, B. H. Thomas, Clerk, of Clark County, Idaho, do hereby certify that the foregoing is a true and correct copy of the original Decree of Robert V. Kidwell, Plaintiff vs Lucille C. Kidwell, Defendent.

as appears of record in my office at Dubois, Clark County, Idaho.

Given under my hand and seal at my office in Dubois, Idaho, this 22 day of June, 1949.

B. H. THOMAS

By Iris Smith Deputy.

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CLEARWATER

NELLIE DORIS MANGUM,

Plaintiff

-vs-

SIDNEY WILLIAM MANGUM,

Defendant

Case No. 2161
Filed June 24, 1949
at 10:00 o'clock A.M.
Gayle Hayden, Recorder Clerk
By Bertie Graham, Deputy

D E C R E E

In the above entitled cause, an Order having been heretofore duly made and entered designating Mary Elizabeth Scarlett to take the Testimony in the above entitled cause and report the same to this Court, and said testimony having been so taken and submitted, and it appearing therefrom that the plaintiff is entitled to a divorce as prayed for, and it further appearing that the said defendant is in default after having been duly and regularly served with summons and complaint,

IT IS HEREBY ORDERED, ADJUDGED and DECREED, and this does order adjudge and decree that the bonds of matrimony heretofore existing between the plaintiff and defendant be dissolved and the parties are hereby released from all obligations of said marriage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff's former name of Nellie Doris Bennet be restored to her.

Done this 21 day of June, 1949.

A. L. Morgan
A.L. MOrgan, District Judge.

Recorded In Book 3 of Judgments at Page 312.
Gayle Hayden, Recorder By: Bertie Graham, Deputy

STATE OF IDAHO, County of Clearwater } ss.

I, GAYLE HAYDEN, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County, State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of an instrument as the same remains on file and of record in my office.

WITNESS my hand and official seal hereto affixed this 28 day of June A. D., 1949

Gayle Hayden
CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER
By: Bertie Graham Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CLEARWATER

AGNES L. PETERSON,

Plaintiff

-vs-

ROBERT G. PETERSON,

Defendant.

Case No. 2172
Filed June 14 1949
at 2:45 o'clock P. M
Gayle Hayden
Clerk
By: Bertie Graham, Deputy

D E C R E E

In the above entitled cause an order having been heretofore duly made and entered designating Mary Elizabeth Scarlett to take the testimony in the above entitled cause and report the same to this Court, and said testimony having been so taken and submitted, and it appearing therefrom that the plaintiff is entitled to a divorce as prayed for and it further appearing that the said defendant is in default after having been duly and regularly served with summons and complaint,

IT IS HEREBY ORDERED, ADJUDGED and DECREED, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between the plaintiff and the defendant be dissolved and that the parties are hereby released from all obligations of said marriage

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the plaintiff's former name of Agnes L. Jorden be restored.

Dated this 13th day of June, 1949.

A. L. Morgan
A.L. MOrgan, District Judge.

Recorded in Book 3 of Judgments at Page 312.
Gayle Hayden, Recorder By: Bertie Graham, Deputy

STATE OF IDAHO, }
County of Clearwater } ss.

I, GAYLE HAYDEN, Clerk of the District Court and Ex-Officio Auditor and Recorder of Clearwater County, State of Idaho, do hereby certify that the foregoing is a full, true, and correct copy of an instrument as the same now remains on file and of record in my office.

WITNESS my hand and official seal hereto affixed this 14th day of June A. D., 1949.

Gayle Hayden

CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER

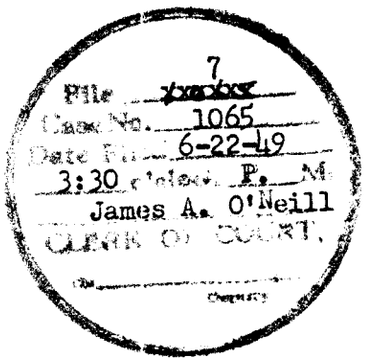
By: Bertie Graham,

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE.

* * * * * * * * * *

GLENN A. SHAW,
Plaintiff,
-v-
BETTY I. SHAW,
Defendant.

D E C R E E



* * * * * * * * * *

THIS CAUSE, Coming on regularly to be heard by the Court without a Jury on this 17th day of June, 1949, Delana & Delana, appearing as Counsel for the Plaintiff, and the Defendant having appeared and answered Plaintiff's Complaint, and the Defendant having stipulated that the cause is at issue and that it might be set down for trial at the convenience of the Court and that the Defendant did not desire to introduce any evidence in support of her answer, and having waived Findings of Fact and Conclusions of Law in writing, and that due proof had been submitted showing the Defendant not to have been in the military service pursuant to the terms and conditions of the "Soldiers' and Sailors' Relief Act of 1940", thereupon, witnesses were sworn and examined on the part of the Plaintiff and the evidence having been closed, the cause was submitted to the Court for its consideration and decision, and the Court being fully advised, renders its decision as follows:

1. That the marriage between Plaintiff and Defendant be and the same is hereby dissolved.

2. That the Plaintiff shall have the custody of JEROME J. SHAW and shall support him, and that the Defendant shall have the custody of SANDRA ANN SHAW, and shall support her and that each of the parties shall have the right to visit the child in the custody of the other at any reasonable time.

DATED: This 17th day of June, 1949.

Chas. F. Koelsch
District Judge.

No. 1065

5689

Clerk's Certificate Of True Copy

STATE OF IDAHO,)
) ss
COUNTY OF ELMORE,)

I, JAMES A. O'NEILL, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a true and correct copy of the original .....

Decree of Divorce—Glenn A. Shaw vs. Betty I. Shaw .....

now on file ..... in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at Mountain Home, Ida., this 23rd day of June A. D. 19 49

James A. O'Neill ..... Clerk

By ..... Deputy Clerk

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY

OF ELMORE.

File 4
Case No. 1103
Date Filed 7-1-49
9:00 o'clock A. M.
James A. O'Neill
CLERK OF COURT,

* * * * * * * * * * * * *

ELIZABETH J. KING,

Plaintiff,

-v-

ARTHUR H. KING, JR.

Defendant.

D E C R E E

6690

* * * * * * * * * * * * *

THIS CAUSE, Coming on regularly to be heard by the Court without a jury, this 30th day of June 1949, Delana & Delana, appearing as counsel for the Plaintiff, and it appearing that the defendant had been duly and regularly served with Summons and Complaint in said action, and that due and proper proof had been submitted showing the Defendant not to have been and not being in the military service pursuant to the terms and conditions of the "Soldiers' and Sailors' Relief Act of 1940" and that default had been duly and regularly entered in said action, THEREUPON witnesses were sworn and examined on the part of the Plaintiff, and the evidence having been closed, the cause was submitted to the Court for its consideration and decision, and the Court being fully advised in the premises, renders its decision as follows:

NOW, THEREFORE, By reason of the law and the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between Plaintiff and Defendant be and the same is hereby dissolved.

2. That the Plaintiff is given the custody of said minor child, KAREN K. KING, subject to the right of the Defendant to visit said child at reasonable times.

3. That the Defendant pay to the Plaintiff the sum of $25.00 per month on the 1st of each month hereafter for the support of said minor child.

DATED: This 30th day of June, 1949.

Chas. F. Koelsch
District Judge

No. 1193

Clerk's Certificate Of True Copy

STATE OF IDAHO,)
) ss
COUNTY OF ELMORE,)

I, JAMES A. O'NEILL, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a true and correct copy of the original .....
Decree, Elizabeth J. King vs. Arthur H. King, Jr.
now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at Mountain Home, Ida., this 1st day of July A. D. 19 49

James A. O'Neill ..... Clerk

By Dona Friedman ..... Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT, IN AND FOR FRANKLIN COUNTY, STATE OF IDAHO

Jack Stoddard Jr.	:	6691
Plaintiff	:	
vs.	:	Decree
Norma B. Stoddard	:	
Defendant	:	

The above entitled matter came on regularly before the court and it appearing that said defendant was duly and regularly served with Summons and Complaint and having failed to answer or otherwise plead, default was duly entered against said defendant; the plaintiff appeared in person and with his Attorney, Ben B. Johnson, the plaintiff and his witness were duly sworn, evidence was presented in support of plaintiffs complaint. After the presentation and hearing of the evidence the court finds that the allegations of plaintiff's complaint are true. After the Court was duly advised in the law and the premises, and upon Motion of plaintiff's Attorney, said Court entered its DECREE as follows:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that plaintiff, Jack Stoddard Jr., is hereby granted an absolute Decree of divorce from the defendant, Norma B. Stoddard, dissolving the bonds and obligations of matrimony between them.

That the children, Jay Stoddard and Fred Stoddard, are hereby awarded to the custody of the plaintiff and the defendant as follows:

That the said defendant shall have the custody of said children during the school season of each year and that during the summer months, or vacation season, the said plaintiff shall have the custody of said children, Jay Stoddard and Fred Stoddard. That the said plaintiff is hereby ordered to pay the sum of $50.00 per month for the support of said children, during the period of time that said children are in the custody of the defendant.

It is so ordered this 27 day of June, 1949.

L. L. Glennon
District Judge

STATE OF IDAHO,
County of Franklin--ss.

I, C. L. Swenson: Clerk of the District Court of the Fifth Judicial District in and for Franklin County, State of Idaho, hereby certify that the foregoing Divorce Decree is a true and correct copy of the original that appears on file in my office in Preston, Idaho.

Witness my hand and seal of said County this 2nd day of July, 1949.

C. L. Swenson; Clerk of the District Court

By Bernice Tolmie Deputy

6692

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR FREMONT COUNTY

- - - - - - - - - - - - - - - -

Edythe H. Martindale,

Plaintiff,

vs. DECREE

Clendon L. Martindale,

Defendant.

- - - - - - - - - - - - - - - -

The above entitled matter coming on regularly for hearing this day in Open Court, before the Honorable Henry S. Martin, District Judge, the Plaintiff appearing in person, and by her attorney, Ralph Litton, and the Defendant having defaulted and failed to appear either in person, or by attorney.

Upon said hearing it appearing to the satisfaction of the Court, that the said Defendant herein has been duly and regularly served with Summons and Complaint, and that his Default has been duly and regularly entered up according to law; the Court having heard the tertimony introduced on behalf of the Plaintiff, and the law and the evidence, and being fully advised in the premises, finds that each and every material allegation contained in Plaintiff's Complaint herein is true, and has been established by competent evidence; that Plaintiff is entitled to have a divorce as prayed for in said complaint, and the care and custody of the minor children of said parties awarded to her, and that the Defendant should pay to Plaintiff reasonable Monthly support for said children.

NOW THEREFORE IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. That the bonds of matrimony existing between the Plaintiff Edythe H. Martindale, and the Defendant, Clendon L. Martindale, be and the same are hereby dissolved and set aside and said parties, and each of them, are hereby restored to the status of single persons.

2. That the care and custody of the minor children of said parties, to wit: Kelly Dean Martindale, age three years and Kristine Martindale, age eight months, be, and the same is hereby awarded to the Plaintiff, subject to the right of Defendant to visit said children at reasonable times, under reasonable conditions and at reasonable places.

3. That the Defendant pay to the Plaintiff, for the support of said minor children, the sum of $40.00 per month. Said payments to commence July 1, 1949 and to continue monthly until further order of this Court

Dated this 15th. day of June, 1949.

Henry S. Martin
District Judge

6692

STATE OF IDAHO,)
COUNTY OF FREMONT,) ss:

I, T. H. Foley, Clerk of the District Court, and Ex-Officio Auditor and Recorder, in and for the County of Fremont, State of Idaho, do hereby certify that the attached is a full, true, and correct copy of a certain Decree

Edythe H. Martindale vs Clendon L. Martindale

as the same now appears of record on file in my office, as instrument No. 266676

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 30 day of June A. D., 1949.

T. H. Foley
Clerk of District Court, and Ex-Officio Auditor and Recorder.

By Maud Bird
Deputy Recorder

(COPY)

6693

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM.

VELMA L. ARRINGTON,

Plaintiff,

vs.

HOWARD B. ARRINGTON,

Defendant.

D E C R E E

F I L E D
May 31st, 1949
Lillian M. Campbell
Clerk

This matter came on to be heard before the court at Emmett, Idaho, on the 31st day of May, 1949, upon the complaint of the plaintiff and defendant's answer thereto and upon the cross-complaint o f the defendant and plaintiff's answer thereto, the plaintiff appearing in person and by her attorney, C. H. Higer, the defendant appearing in person and by his attorney, J. P. Reed; thereupon, the court received the sworn testimony of the plaintiff and her corroborating witnesses and then received the sworn testimony of the defendant and his corroborating witnesses; and, from this testimony the court finds as follows:

1. That, although the plaintiff has been guilty of indiscretions in connection with her relationships with other men, these have been condoned by the defendant.

2. That the defendant has inflicted upon plaintiff extreme cruelty as is alleged in plaintiff's complaint; and that, as a result of said cruelties, the plaintiff is entitled to a decree of divorce from the defendant on the grounds of extreme cruelty.

3. That the plaintiff is a fit and proper person to have the custody of Howard Blaine Arrington, the minor child of plaintiff and defendant, and that $50 per month is a reasonable sum to be allowed the plaintiff for the support of said child during its minority with said payments to begin on the 5th day of June, 1949, and to continue monthly thereafter on the 5th of each month;

C. H. HIGER
ITTORNEY AT LAW
MMETT, IDAHO

however, said custody is subject to the right on the part of the defendant to visit said child at all reasonable times and places.

4. That the plaintiff be awarded $500 cash from the money which is in the bank at Emmett, Idaho, with the balance of said money going to the defendant.

5. That the 1942 Dodge pickup truck bearing license No. 1G 152 be awarded to the defendant herein.

6. That the household goods and household furnishings of plaintiff and defendant be awarded to the plaintiff.

7. That the defendant pay to the plaintiff the additional sum of $50 for attorney fees for the prosecution of this action.

8. That the defendant herein take nothing on his cross-complaint.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED, and this does order, adjudge, and decree, that the bonds of matrimony heretofore and now existing between plaintiff and defendant be and the same are hereby dissolved, and plaintiff and defendant are absolutely divorced from one another; it is the further judgment of the court that the plaintiff be awarded the custody of Howard Blaine Arrington, subject, however, to the right of the defendant to visit said child at all reasonable times and places; it is the further judgment of the court that plaintiff be awarded as her sole and separate property and estate all of the household goods and household furnishings of plaintiff and defendant together with $500 cash which plaintiff and defendant have on deposit in the First Security Bank at Emmett, Idaho; it is the further judgment of the court that the defendant pay to the plaintiff on the 5th day of each month for the support of Howard Blaine Arrington, the minor child of plaintiff and defendant, the sum of $50 beginning with the 5th day of June, 1949; it is the further judgment of the court that the defendant pay to plaintiff the sum of $50 as attorney

fees for the prosecution of this action; and it is the further judgment of the court that the defendant take nothing on his cross-complaint.

DATED this 2nd day of June, 1949.

Thomas E. Buckner
District Judge

STATE OF IDAHO,)
) SS.
COUNTY OF GEM.)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a full, true and correct copy of the decree filed in my office on May 31st, 1949, and being a part of the files in the case of Velma L. Arrington vs. Howard B. Arrington, and recorded on page 563 of Book C of Judgment Records of Gem County, Idaho. (Case No. 2105)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of June, 1949.

Lillian M. Campbell
Clerk of the District Court
Gem County, Idaho

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

CHIDORI GINN
Plaintiff,

vs.

GHEE RALPH GINN
Defendant.

DECREE OF DIVORCE

This cause came on to be heard in open Court on the 8th day of June, 1949, the plaintiff appearing in person and by Creed W. Mullins, her attorney, the defendant appearing not;

The Court having examined the records and files in this cause and it appearing therefrom that a complaint was duly and regularly filed in the above entitled Court and cause on the 4th day of May, 1949, and the defendant was personally served with Summons and Complaint, in Guadalupe, California, on the 10th day of May, 1949, that more than twenty days have elapsed since said service, and the said defendant has failed to answer or otherwise appear herein;

And it appearing further from the affidavit of plaintiff on file herein that the defendant is not in the military service of the United States;

WHEREFORE: Upon motion of Creed W. Mullins, attorney for plaintiff, for a default, the default of the defendant was duly and regularly entered;

After the entry of the default of the defendant, witnesses were sworn and the plaintiff offered proof in the support of the allegations of her complaint, after which the Court being fully advised in the premises, decided that the plaintiff was entitled to the relief prayed for in her complaint;

NOW THEREFORE: IT IS HEREBY ORDERED, ADJUDGED AND DECREED; and this does Order, Adjudge and Decree that the bonds of matrimony now existing between the plaintiff and defendant be, and the same are hereby forever dissolved and the parties hereto released therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED; and this does Order, Adjudge and Decree that the plaintiff's maiden Name of Chidori Maenaka be restored to her.

Dated at Gooding, Gooding County, Idaho, this the 8th day of June, 1949.

D. H. SUTPHEN
DISTRICT JUDGE.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Chidori Ginn -vs- Ghee Ralph Ginn

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 8th day of June A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF GOODING.

Esther M. Godby,

Plaintiff,

VS

DECREE

Reuben B. Godby,

Defendant.

This cause coming on for trial before D. H. Sutphen, Judge of the above court, at Gooding, Idaho and the trial thereof having been had and the court having heard all of the testimony and evidence introduced and being fully advised in the premises finds that the defendant is guilty of extreme cruelty toward the plaintiff and that a divorce should be granted to the plaintiff from the defendant. It further appearing that the plaintiff and the defendant have entered into a written agreement by which they have made a settlement of their property rights and interest of every kind, and by which they agreed as to the custody, care, support and maintenance of their three minor children. The original of said agreement was introduced in evidence on the trial of this cause and is made a part of this decree by reference.

NOW THEREFORE it is hereby Ordered, Adjudged and Decreed that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby permanently dissolved and said parties are and each of them is forever freed and released therefrom.

The above mentioned agreement entered into between the plaintiff and the defendant and all the terms and conditions thereof is hereby ratified and confirmed and the respective parties are hereby ordered and directed to conform to and carry out the terms thereof. The defendant is hereby directed to pay to the plaintiff a reasonable sum per month toward the support, care and maintenance of their three minor children. The first payment to be made forthwith and by June 5, 1949 and then a reasonable amount to be paid on or before the 5th day of each month thereafter.

Witness my hand this 3 day of June, 1949

D. H. SUTPHEN DISTRICT JUDGE

THIS AGREEMENT entered into this 9th day of May, 1949 between Esther M. Godby, the party of the First Part; and Reuben B. Godby, the party of the Second Part, WITNESSETH,

WHEREAS the parties hereto are wife and husband and certain differences have arisen between them and they are not living together as wife and husband, and a suit for divorce is now pending and the parties desire to enter into an agreement as to their property and its division and for other purposes and the custody, care and support of their three children.

NOW THEREFORE in full and complete settlement, adjustment and compromise of all of their property questions and rights it is agreed that their property shall be divided as follows: The party of the Second Part is to have as his own, free and clear of all claims and rights of the party of the first part, the 1949 Dodge Automobile; also all of the mechanic tools and equipment; also all of his own personal effects and clothing. Also all cash and unpaid wages.

The party of the First Part, Esther M. Godby is to have as her own, free and clear of all claims and rights of theparty of the second part all other property owned by the parties hereto, including her own personal effects and clothing; also all household goods, furniture and household equipment and items of personal property now in the former home of the parties hereto, and owned by them. Also all chickens and live stock owner by them. Also all of their right, title, equity and interest in and to the real property and home where they have been living and which they have been purchasing under an agreement now in escrow. Said property being in Gooding County, Idaho and described as follows: Tax No. 1 in Section 4, Township 6 South Range 15 E. B. M. and the water right appurtenant thereto. It being understood and agreed, however, that Reuben B. Godby shall not be required to make any more payments on said agreement and is relieved from all of such payments, and that Esther M. Godby takes said property and agreement as same now is, and subject to all unpaid installments or payments.

Each party hereto agrees to execute all necessary papers, bills of sale and deeds to carry the above into effect and also to sign and endorse all necessary instruments, if any. All property hereafter acquired

by either of the parties hereto, shall be the sole and separate property of the party acquiring same. Each of the parties hereto are to pay her or his own costs, and expenses in the divorce action above referred to, except that Reuben B. Godby is to forthwith pay to M. F. Ryan, the sum of $150.00 a attorney fees.

In regard to Ruby Godby, Richard Godby and Joyce Godby, the three children of the parties hereto it is agreed that the parties hereto, namely: Esther M. Godby and Reuben B. Godby, shall have equal rights, to the care, custody and control of said children and the right to visit said children at all reasonable times and places and to have said children or any of them visit them. That for the present said children shall remain with their mother and live in their former home above referred to; also that during said time their mother shall have possession of the clothing and personal effects of the children. Also that while said children are with their mother the said Reuben B. Godby shall have the right to visit the children and the right to have them visit him. Reuben B. Godby agrees to pay to Esther M. Godby, on or before the first day of each month hereafter a reasonable sum for the support, care and maintenance of said children.

It is further agreed and understood that in the event either of the parties hereto gets married then the other party shall have the right to an immediate hearing before the above court as to the future care, custody and control of said children. It is further agreed that in determining the right to the care, custody and control of said children the children may testify and the wishes of said children shall be considered and respected as to their future care, custody and control.

Except as above provided each party waives all claims which she or he may have against the other; and further the parties hereto waive all claims for alimony, support money, attorney fees and costs other than as above mentioned.

That subject to the approval of the court this agreement is to be incorporated in and become a part of any decree of divorce which may be made and entered in the action above mentioned.

Esther M. Godby

Reuben B. Godby

State of Idaho,
County of Gooding, SS:

On this 31st day of May, 1949 before the undersigned a Notary Public in and for said county and state personally appeared Esther M. Godby and Reuben B. Godby, known to me to be the parties whose signatures are attached to the foregoing and stated to me that they signed the same as their voluntary act and deed and for the uses and purpurposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and attached my Notarial Seal this 31st day of May, 1949.

M. F. RYAN

Notary Public for the State of Idaho;
residing at Gooding, Idaho

STATE OF IDAHO } ss.
County of Gooding }

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Esther M. Godby -vs- Reuben B. Godby

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 6th day of June A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * * * * * * * * * * * *

TWILA K. LEWIS,
Plaintiff,
-vs-
VAUGHN D. LEWIS,
Defendant.

D E C R E E E

* * * * * * * * * * * * * * * * *

This cause came on regularly for trial in the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding on the 2nd day of June, 1949, the plaintiff appearing in person and by her counsel, Glenn A. Coughlan, and no one appearing for or on behalf of the defendant, and the defendant not appearing in person; whereupon the plaintiff was duly and regularly sworn and examined and testified for and in her own behalf and documentary evidence having been introduced on behalf of said plaintiff, being a property settlement agreement made and entered into between Vaughn D. Lewis and Twila K. Lewis, on the 19th day of March, 1949, whereby a complete disposition of all the property of the parties was made; and Beatrice Nielsen being duly sworn, testified and corroborated plaintiff's testimony with regard to her residence in the State of Idaho and thereupon the plaintiff rested; and the defendant having submitted no proof whatever for and in his behalf, the case was thereupon submitted to the court for its decision, upon the testimony submitted for and in behalf of the plaintiff, and the court being fully advised in the premises, now finds as follows:

That the above named defendant was duly and regularly served with a true copy of the Complaint and

Summons filed herein; that the defendant did not appear and plead thereto in the time allowed him by law and that default judgment was duly and regularly entered against him, after his time to appear and plead had expired; that the defendant was not in the Military Service or Armed Forces of the United States of America at any of the above mentioned times; that this court has jurisdiction of the subject matter of this action and of the person of the above named plaintiff and of the person of the above named defendant; that the defendant has been guilty of extreme cruelty towards this plaintiff and for said reason the plaintiff is entitled to a Decree of Divorce as prayed for in her Complaint on file herein.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

That the marriage heretofore existing between the plaintiff, Twila K. Lewis and the defendant, Vaughn D. Lewis, be and the same is hereby dissolved, set aside and held for naught; that the plaintiff and defendant and each of them be and they hereby are restored to the status of a single person; that the property settlement agreement made and entered into between the plaintiff and the defendant, plaintiff's Exhibit "A" be and the same is hereby ratified, approved and confirmed, and the said agreement is incorporated herein and made part hereof by reference.

Dated this 2nd day of June, 1949.

D. H. SUTPHEN

District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Twila K. Lewis -vs- Vaughn E. Lewis

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 2nd day of June A. D. 19 49

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

RUTH STEVENS BRUSH,
Plaintiff,
-vs-
GARTH E. BRUSH,
Defendant.

J U D G M E N T

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho, this 3rd day of June, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process, and that he had failed to answer within the time given by law, and that the default of the defendant for his failure to appear has been duly entered by the Clerk of the Court.

Whereupon, evidence duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in the complaint, and that the plaintiff is and for several years last past and immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

It is hereby ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff and defendant be and the same are hereby dissolved, and each of said parties is hereby restored to the status of a single person and that the custody of the minor child of plaintiff and defendant, namely, Otis Brush, is hereby awarded to the plaintiff until said minor child shall have attained the

age of 21 years; and the defendant is hereby directed and required to pay to the plaintiff for the support of said minor child the sum of $50.00 a month during the life of said child, but no longer than June 1, 1952, provided however, that in the event that said minor child marries, no further support money shall be required. The first of said monthly payments shall be made forthwith. Pursuant to an agreement of the parties, the plaintiff is hereby awarded the following property, to-wit: one electric refrigerator, one electric stove, one 1 year old heifer now in the possession of Garth Brush, one horse mower, one 1-section steel harrow, one 1-section wood harrow, one Jenkins hay stacker, one grain binder, one grain drill, one dump rake, one buck rake, one rubber tire wagon, one wagon rack, one milking machine, one 2-horse fresno, one currugator, three gas barrels, one gas pump, one 15-gas oil drum, one milking machine motor, all household furniture with the following exceptions: one host or office chair, one hardwood book case, one hardwood end table, one desk, one hardwood foot stool, one dresser, which excepted household furniture is owned by Georgia Danills of Buhl, Idaho; and the defendant is hereby awarded the following property: One Oliver Tractor and attachments thereunto belonging, 1 set of harness and collars, all hand tools including grinders, vises, grease guns and wrenches, etc., one 32 Revolver, and all personal wearing apparel belonging to Garth Brush, one riding horse now in possession of Ruth Brush, one tractor saw, one electric hand drill now in possession of Ruth Brush, ten head of mixed cattle, one manure spreader and one stock trailer.

GIVEN UNDER MY HAND this 3rd day of June, 1949.

/s/ D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Ruth Stevens Brush -vs- Garth E. Brush

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 3rd day of June A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

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6698

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

- - - - - - -

VERNA LYONS SHULTZABERGER, Plaintiff, vs. JAMES WILLIAM SHULTZABERGER, Defendant.	DECREE OF DIVORCE

This cause came on regularly for hearing before the above entitled District Court on the 4th day of June, 1949, CALDWELL AND ALEXANDERSON appearing as counsel for Plaintiff, and the Defendant having been duly and regularly served with Summons and Complaint in said action, and Defendant having failed to appear herein, in person or by counsel, and said Defendant having failed to appear or plead to said Complaint within the time required by law, or at all, and his default having been duly entered, witnesses were sworn and testified:

AND THE COURT having heard and considered all of the evidence and testimony in said action, and it thereby having been made to appear to this Court that the Plaintiff and Defendant intermarried at Caldwell, County of Canyon, State of Idaho, on the 13th day of December, 1943, and ever since said time have been and now are husband and wife; and that the Plaintiff is now, and for more than six full weeks next preceding the commencement of this action has been a bona fide resident of the State of Idaho;

That there are three minor children the issue of said marriage, to-wit: a daughter, Linda Rae Shultzaberger, born June 15, 1944; a daughter Joyce Ann Shultzaberger, born June 16, 1947, and a daughter Sandra Lee Shultzaberger, born July 2, 1948.

That there are no property interests to be adjudicated between the parties hereto.

That since said marriage the said Defendant has treated the Plaintiff in such a manner as to distress her to a large degree, both mentally and physically and to such an extent as to cause the Defendant great and grievous mental pain and suffering; and to such an extent as to constitute extreme cruelty; that said Defendant has a violent and uncontrollable temper and on many occasions has been abusive to the Plaintiff and said minor children without provocation; that on many and numerous occasions the Defendant has called the Plaintiff and said minor children vile and abusive names and has in other ways indicated to said Plaintiff that he does not love her; That the Defendant has informed the Plaintiff that he has kept company with other women during their married life and that he had sexual relations with said women; that on several occasions the Defendant has struck and physically abused this Plaintiff and said minor children; that on or about September 1948, said Defendant left his home and that since said time has not returned and has not kept in contact with said Plaintiff or advised her of his whereabouts, and that since September 1948, the Defendant has failed and neglected to support or maintain a home for this Plaintiff and said minor children and has failed and neglected to contribute in any way to the support or maintenance of this Plaintiff and said minor children.

That the Plaintiff is a fit and proper person to have the care, custody and control of said minor children and each of them.

That all the findings of fact and conclusions of law having been waived by said Defendant by his failure to appear and /or plead to said Complaint in said action;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree:

(1) That the bonds of matrimony now existing between the Plaintiff and Defendant be dissolved and held for naught and that said parties be absolutely divorced from each other.

(2) That the exclusive care, custody and control of said minor children, to-wit: a daughter, Linda Rae Shultzaberger, age about five (5) years; a daughter, Joyce Ann Shultzaberger, age about two (2) years and a daughter, Sandra Lee Shultzaberger, age about one (1) year, be awarded to the Plaintiff herein and that the Defendant be perpetually estopped, debarred and enjoined from interfering with the Plaintiff in any manner in the exclusive care, custody and control of said minor children.

Done in open Court this 4th day of June, 1949.

D. H. Sutphen
District Judge of the above entitled Court.

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Verna Lyons Shultzaberger -vs- James William Shultzaberger

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 4th day of June A. D. 1949

Bert Bowler
Clerk Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

- - - - -

CALVIN PARDEE POULKE,

Plaintiff and Cross-defendant,

vs.

CAROLINE R. POULKE,

Defendant, and Cross-complainant.

DECREE

- - - - -

This cause coming on to be heard before the Court this 6th day of June, 1949, the plaintiff and cross-defendant being present in person and being represented by Everett S. Taylor, Esq., his attorney, the defendant and cross-complainant being represented by her attorney, Joseph McFadden, Esq., the following proceedings were had:

It appearing to the Court that a duly verified Complaint, and a duly verified Answer and Cross-complaint have been filed in said action, and that the said action was ready for trial; that the said parties agreed that the said action should be tried before the Court, without a jury, at this time, and that each of the said parties were ready for trial. The Court after hearing the testimony and evidence submitted for and on behalf of all parties, and the issue of plaintiff's domicile and residence having been contested, and corroborative evidence submitted thereon, and both sides having rested; The Court having considered the law and the evidence, finds that for more than six weeks immediately prior to the filing of the complaint in this action, that plaintiff has been a bona fide resident of Blaine County, State of Idaho, in which County he had his place of residence and domicile, and further that the said Court finds all material allegations

of defendant and cross-complainant's cross-complaint are true, and the Court having rendered its decision herein in writing consisting of findings of fact and conclusions of law, which said decision is in favor of said defendant and cross-complainant

NOW THEREFORE, in accordance with said findings and conclusions, IT IS ORDERED, ADJUDGED AND DECREED, that the marriage between the defendant and cross-complainant, Caroline R. Foulke, and the plaintiff and cross-defendant Calvin Pardee Foulke, be, and the same hereby is, dissolved and said parties and each of them released from the bonds of matrimony.

Done in open Court at Gooding, Gooding County, Idaho, this 6th day of June, 1949.

D. H. Sutphen
DISTRICT JUDGE

- - - - -

CERTIFICATE OF TRUE COPY

- - - - -

STATE OF IDAHO,)
: SS
County of Gooding.)

I, BERT BOWLER, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a full, true and correct copy of the original DECREE in the above entitled matter now on file in my office.

Given under my hand and the seal of said Court in my office, at Gooding, Gooding County, Idaho, this 6th day of June, 1949.

Bert Bowler
Clerk District Court

Y

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

JOHN WILLIAM DANIELS,
Plaintiff,
-vs-
MILDRED DANIELS,
Defendant.

JUDGMENT

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho, this 8th day of June, 1949, the plaintiff appearing in person and by his attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process and that she had failed to answer within the time fixed by law, and that the default of the defendant for her failure to appear has been duly entered by the clerk of the court.

Whereupon, evidence duly corroborated, was introduced on behalf of the plaintiff in support of his complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in said Complaint, and that the plaintiff is and for several years last past and immediately prior to the filing of the Complaint herein has been an actual bona fide resident of the State of Idaho.

It further appeared to the satisfaction of the court that the parties to this action have heretofore entered into a written contract settling all property and other rights involved in this action, which contract is in full as follows, to-wit:

and the court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED That the bonds of matrimony heretofore existing between JOHN WILLIAM DANIELS and MILDRED DANIELS be and the same hereby are dissolved, and each of said parties are hereby restored to the status of a single person; that the contract so entered into between the parties to this action, a copy of which is contained herein, is hereby ratified and confirmed, and the property and property rights of the parties to this action are hereby awarded and decreed to the respective parties as in said contract specified.

Given under my hand this 8th day of June, 1949.

/s/ D. M. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of John William Daniels -vs- Mildred Daniels

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 8th day of June A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

"PROPERTY SETTLEMENT AGREEMENT"

THIS AGREEMENT, made and entered into between J. W. DANIELS, party of the first part, and MILDRED DANIELS, party of the second part, WITNESSETH THAT:

WHEREAS, the parties hereto are husband and wife, certain differences have arisen between them which has made it impossible for them to continue to live together and a suit for divorce is about to be filed and the parties desire to enter into an agreement for the division of the community property and for other purposes:

NOW THEREFORE, It is hereby mutually agreed as follows:

-1-

That the party of the first part is to receive as his share of the community property the following described real estate, to-wit:

> Lots 14 to 26 inclusive, in Block 4 of the Mountain View Addition, Shoshone, Lincoln County, Idaho, together with all buildings and personal property situate thereon.

-2-

That the party of the second part is to receive as her share of the community property the following described property:

> Lots 1 to 9 inclusive, in Block 4 of the Mountain View Addition, Shoshone, Lincoln County, Idaho, together with all buildings and personal property situate thereon.

It is agreed that each party will execute to the other the necessary deeds and conveyances for carrying out the terms of this agreement.

Except as above provided, each party waives all claims which he or she may have against the other, it being agreed that the above is a full and complete property settlement and equitable division of the community property. And further, that the

party of the second part waives any claims for alimony, attorney fees and court costs.

J. W. DANIELS
Party of the First Part

MILDRED DANIELS
Party of the Second Part

STATE OF IDAHO)
(SS.
Gooding County)

On this 15th day of March, 1949, before me the undersigned, a Notary Public in and for said State, personally appeared J. W. DANIELS, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL)

/s/ Chas. C. Shaw
Notary Public for Idaho
Residing at Gooding, Idaho

STATE OF IDAHO)
(SS.
Lincoln County)

On this 15th day of March, 1949, before me the undersigned, a Notary Public in and for said State, personally appeared MILDRED DANIELS, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL)

/s/ Ross B. Haddock
Notary Public for Idaho,
Residing at Shoshone, Idaho

6701

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

IRENE F. WESTON,
Plaintiff,
vs.
FREDERICK L. WESTON,
Defendant.

D E C R E E

This cause came on regularly to be heard in open Court this 8TH day of June, 1949, upon the complaint of the plaintiff, herein, Irene F. Weston, and the answer of the defendant, Frederick L. Weston, Merlin S. Young appearing for the plaintiff and Raymond D. Givens appearing for the defendant. Oral and documentary evidence was introduced and the cause submitted to the Court for decision, and the Court, being fully advised in the premises, finds, concludes, decidew and decrees:

I

That findings of fact and conclusions of law were waived by stipulation in writing executed by counsel for each of the parties and filed with the Clerk of this Court.

II

That plaintiff herein is now and for more than six (6) weeks last past and immediately preceding the filing of the complaint and commencement of this action, has been a bona fide resident and domiciled within the State of Idaho; that plaintiff during all of said time has been actually, physically and corporeally present and domiciled in the said State of Idaho.

III

That plaintiff and defendant intermarried on the 13th day of July, 1929, at Medford, Massachusetts, and ever since have been and are now husband and wife.

IV

That as issue of the aforesaid marriage, there have been born to plaintiff and defendant a son, named Frederick L. Weston, Jr., age 16 years, and a daughter, Fay Weston, age 14 years; that said children are now in the plaintiff's custody and care, and that the custody, maintenance and support of said children has been agreed upon by the parties by agreement hereinafter referred to.

V

That during the marriage of the parties hereto, the defendant disregarded the marriage vows and obligations, and without just provocation, knowingly and wilfully inflicted upon the plaintiff grievous mental and physical suffering, which has greatly distressed the plaintiff, causing impairment of her health and happiness, the particulars of which are more fully set forth in plaintiff's complaint herein, which this Court finds to be true, and by reason thereof, the plaintiff is entitled to a decree of divorce.

VI

That heretofore, to-wit: On the 28th day of May, 1949, plaintiff and defendant entered into an agreement in writing for the maintenance, support and education of said minor children, settling and determining the property rights, duties and obligations of the parties to this action, which agreement is sustained by the evidence in this cause and should be approved and confirmed in this action, a copy of which agreement is in evidence herein and filed in the files of this Court and cause, marked "Exhibit I", and by this reference made a part of this decree.

III

That plaintiff and defendant intermarried on the 13th day of July, 1929, at Medford, Massachusetts, and ever since have been and are now husband and wife.

IV

That as issue of the aforesaid marriage, there have been Born to plaintiff and defendant a son, named Frederick L. Weston, Jr., age 16 years, and a daughter, Fay Weston, age 14 years; that said children are now in the plaintiff's custody and care, and that the custody, maintenance and support of said children has been agreed upon by the parties by agreement hereinafter referred to.

V

That during the marriage of the parties hereto, the defendant disregarded the marriage vows and obligations, and without just provocation, knowingly and wilfully inflicted upon the plaintiff grievous mental and physical suffering, which has greatly distressed the plaintiff, causing impairment of her health and happiness, the particulars of which are more fully set forth in plaintiff's complaint herein, which this Court finds to be true, and by reason thereof, the plaintiff is entitled to a decree of divorce.

VI

That heretofore, to-wit: On the 28th day of May, 1949, plaintiff and defendant entered into an agreement in writing for the maintenance, support and education of said minor children, settling and determining the property rights, duties and obligations of the parties to this action, which agreement is sustained by the evidence in this cause and should be approved and confirmed in this action, a copy of which agreement is in evidence herein and filed in the files of this Court and cause, marked "Exhibit I", and by this reference made a part of this decree.

WHEREFORE, IT IS NOW ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore and now existing between plaintiff, Irene F. Weston, and defendant, Frederick L. Weston, be, and the same are hereby dissolved absolutely.

2. That the written agreement made and entered into on the 28th day of May, 1949, by and between the parties hereto, a copy of which is in the files of the Court, marked "Exhibit I", as hereinbefore mentioned, together with the provisions pertaining to the custody of said minor children, and the obligations contained therein for the maintenance and support of said minor children and for the support of the plaintiff, be and the same is hereby ratified, approved and confirmed by this Court, and that by reference thereto are incorporated in and made a part of this decree as fully and effectively as if set forth at length herein.

DONE In open Court in Gooding County, State of Idaho, this 8TH day of June, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Irene F. Weston -vs- Frederick L. Weston

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 8th day of June A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

DWIGHT R. VICKREY, Plaintiff, vs. VERA G. VICKREY, Defendant.	)	DECREE

THIS CAUSE Came on this day to be heard on the complaint of the plaintiff, W. H. Langroise and W. E. Sullivan appearing as attorneys for the plaintiff, and defendant not appearing either in person or by counsel; it appearing to the satisfaction of the court that the summons has been duly and regularly issued, and that the defendant has heretofore been duly and regularly served with said summons. and that the time within which defendant may answer the complaint has expired, and that she has filed no answer or other pleading therein, and the default of the defendant for failure to answer the complaint having been duly and regularly entered upon order of the court. Whereupon, the court preceeded to hear the testimony and examined the evidence offered, and upon the testimony of the plaintiff duly corroborated as to the residence of said plaintiff, it appearing to the court that the allegations of the complaint are sustained by the testimony and are sufficient in law to entitle the plaintiff to the relief prayed for, and particularly that the plaintiff is, and was for a period of six full weeks prior to the filing of his complaint, a bona fide resident of the State of Idaho.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the marriage heretofore and now existing between

the plaintiff and defendant be, and the same is, hereby dissolved, upon the ground of defendant's extreme cruelty to said plaintiff, and that the parties are, and each of them is, free from the bonds of matrimony and all the obligations thereof.

2. That the agreement made and entered into by and between the plaintiff and defendant, and dated May 21, 1949, be, and the same is, hereby approved, confirmed and ratified; that said agreement is a full, complete and final settlement of all the property and property rights of plaintiff and defendant, community and separate, and settles and determines the custody, care, support and maintenance of the minor children of the parties hereto, to-wit, Ronald D. Vickrey and Geraldine A. Vickrey, and said property and property rights of plaintiff and defendant, and the custody, care, support and maintenance of said minor children, are hereby awarded and decreed in conformity therewith; that a copy of said Agreement is marked Exhibit A, attached to this Decree, and by reference made a part hereof as though set forth at length herein.

DATED: June 9, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Dwight R. Vickrey -vs- Vera G. Vickrey

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 9th day of June A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

Exhibit A

AGREEMENT

THIS AGREEMENT, Made and entered into, in duplicate, this 21st day of May, 1949, by and between KNIGHT R. VICKREY of Boise, Ada County, State of Idaho, the party of the first part, hereinafter called Husband, and VERA G. VICKREY of Burbank, Los Angeles County, California, the party of the second part, hereinafter called Wife, WITNESSETH:

WHEREAS, the parties hereto were lawfully married on or about May 19, 1923, at Blackfoot, Idaho, and ever since have been, and now are, husband and wife;

AND, WHEREAS, there have been two children born to the said parties the issue of said marriage, to-wit, RONALD P. VICKREY, of the age of eighteen years, and GERALDINE A. VICKREY, of the age of fifteen years;

AND, WHEREAS, in consequence of disputes and unhappy differences the parties separated during the month of August, 1948, and are, and have been, living apart since their said separation;

AND, WHEREAS, it is the mutual wish and desire of the parties hereto to make a full and final adjustment of all their property rights, whether community or separate, wheresoever situate, and of settling and adjusting all rights of either party as to suit money, attorney fees and temporary or permanent alimony resulting from any disagreements or controversies concerning the subject matter of this agreement, and also in the event that either may at any time hereafter seek to terminate the marital relationship by divorce.

NOW, THEREFORE, it is covenanted and agreed by and between the parties hereto that in consideration of the mutual promises, agreements and covenants contained herein, and other consid-

erations to them moving, the said parties have agreed to and with each other as hereinafter written, and the provisions of said agreement are intended to be a full and complete settlement of all claims and demands of every nature with reference to all property rights of each of the parties hereto to the property of the other under the laws of Idaho or of any other state or nation arising or growing out of the marital relationship, or the fact that the parties are husband and wife.

First: That, except as hereinafter specified, each party hereto is hereby released and absolved from any and all obligations and liabilities for the future acts and duties of the other, and that each of said parties hereby releases the other from any and all liabilities, debts, or obligations of any kind or character incurred by the other from and after this date, including costs, expenses and attorney fees, resulting from any disagreements or controversies concerning the subject matter of this agreement, and also in the event that either party shall seek to terminate the marriage by divorce, and from any and all claims and demands, including all claims of either party upon the other for support and maintenance as wife or husband or otherwise, it being understood that this instrument is intended to settle the rights of the parties hereto in all respects, as hereinafter provided.

Second: That any and all property acquired by either of the parties hereto from and after the date hereof, shall be the sole and separate property of the one so acquiring same, and each of said parties hereby respectively grants to the other all such future acquisitions of property as the sole and separate property of the one so acquiring the same.

Third: That each of said parties shall have an immediate right to dispose of or bequeath by will his or her respective interests in and to any and all property belonging to him

or may from and after the date hereof, and that said right shall extend to all of the aforesaid future acquisitions of property as well as to all property set over to either of the parties hereto under this agreement.

Fourth: The said parties hereto each hereby waive any and all right to the estate of the other left at his or her death, and forever quitclaim any and all right to share in the same of the other, by the laws of succession, and said parties hereby release one to the other all right to be administrator or administratrix or executor or executrix of the estate of the other, and hereby releases and waives all right to inherit under any will of the other, and each of the said parties hereby waives any and all right of homestead in the real property of the other, and said parties hereby waive any and all right to the estate or any interest in the estate of the other for family allowance or by way of inheritance, and from the date of this agreement to the end of the world said waiver of each in the estate of the other party shall from the date of this agreement be effective and they shall have all the rights of single persons and maintain the same relation of such toward each other.

Fifth: The Wife does hereby assign, transfer and set over unto the Husband all of her right, title and interest in and to all property now in the possession of the Husband, and all earnings and income subsequently received by him whether real or personal, and whether separate or community, wheresoever situate, as his sole and separate property, together with the rents, issues, profits, proceeds, and income thereof, and of all other property subsequently acquired by him, either accrued or received prior or subsequent to the date of this agreement, and whether it be considered community or separate property, for his sole and separate use and benefit, and also, the

following described real property situate in Kootenai County, State of Idaho, to-wit:

> Lot Thirty-six (36) of Silver Beach Park, Kootenai County, Idaho, according to the Plat thereof recorded in Book "C" of Plats on page 112 and being a part of Lots One (1) and Two (2) of Section Twenty-nine (29), Township 50 North, Range 3 West, B.M.

Fourth: The Husband hereby covenants and agrees to receive the consideration stated herein in full settlement and satisfaction of all claims of every kind, character, and nature against the Wife, including homestead, dower, support and maintenance, and of any and all claims for, in or to the property of the Wife, as set forth in this agreement, wherever situated, under the laws of the State of Idaho or elsewhere.

Seventh: The Husband does hereby assign, transfer and set over unto the Wife all his right, title and interest in and to all property now in the possession of, in the name of, under the control of, and held for the benefit of or in trust for the Wife, and all earnings and income subsequently acquired by her, either real or personal, and whether separate or community, and wheresoever situated, as her sole and separate property, together with all rents, issues, profits, proceeds and income thereof and of all other property subsequently acquired by her, either received or received prior or subsequent to the date of this agreement and whether the same be considered separate or community property, except the items mentioned in the fifth paragraph hereof, for her sole and separate use and benefit, and also the following described property now in possession of the Wife, to-wit:

> 1 1947 Chevrolet Aero Sedan
> 1 1947 Frontier 22 ft. trailerhouse

It is understood that both said automobile and trailerhouse are now mortgaged and the Husband promises and agrees to pay off when due said mortgages, and as soon as the same have been paid, to endorse over and deliver to the Wife the certificates of title thereto.

The Husband promises and agrees to keep in good standing and to pay the premiums when due thereon that certain life insurance policy insuring his life with the Bankers Life Insurance Company of Des Moines, Iowa, in the sum of $2500.00 and to keep and maintain the wife as sole beneficiary thereof until her death or remarriage, in which event the Husband shall, immediately, change the beneficiary to the above named children of the parties hereto and continue the same as such beneficiaries.

Eighth: The Wife hereby covenants and agrees to receive the consideration stated herein in full settlement and satisfaction of all claims of every nature against the Husband, including homestead, dower, support and maintenance (or alimony in the event that the marital relationship should at any time hereafter be ended by divorce), and of any and all claims for, in or to the property of the Husband not specifically mentioned herein, real or personal, wherever situate, under the laws of the State of Idaho, or elsewhere.

Ninth: The Husband promises and agrees to pay to Harry S. Kessler, attorney at law, Boise, Idaho, the attorney for said wife, the sum of $50.00 as her attorney's fees.

Tenth: The Wife warrants to the Husband that she has not heretofore incurred any obligations whatsoever for which the Husband or his estate may or become liable. Further, the Wife promises, covenants and agrees that she will not at any time hereafter incur any debts or obligations for which the Husband or his estate may be or may become liable.

Eleventh: The Husband warrants to the Wife that he has not heretofore incurred any obligations whatsoever for which the Wife or her estate may be or become liable. Further, the Husband promises, covenants and agrees that he will not at any time hereafter incur any debts or obligations for which the Wife or her estate may be or may become liable.

Twelfth: It shall be lawful for the Wife at all times hereafter to live separate and apart from the Husband and free from his marital control and authority, as if she were sole and unmarried, and free from any control, restraint, or interference, direct or indirect, by the Husband; and it shall be lawful for the Husband, at all times hereafter, to live separate and apart from the Wife, at such place or places as he may from time to time choose or deem fit.

Thirteenth: The Wife shall have sole custody and control of the children, Geraldine A. Vickrey and Ronald D. Vickrey, but the husband shall be entitled to visit the children at all reasonable times. Said children shall have the right to spend their vacation periods with either Husband or Wife as said children may desire. The Husband promises and agrees to pay to the Wife the sum of $50.00 per month, payable on or before the 10th day of each and every month commencing June 10, 1949, until both children reach the age of majority or marry.

Fourteenth: Neither of the parties shall molest or annoy the other, or endeavor to impel or coerce the other to cohabit or to dwell with him or her, as the case may be, by any legal or other proceedings, or otherwise, and neither party will make public statement of any kind which will reflect discredit upon the other.

Fifteenth: The parties shall, at any time or times hereinafter, upon request, make, execute and deliver any and all such further or other instruments, papers, or things as the other of the said parties shall require for the purpose of giving full effect to these presents and to the covenants, provisions and agreements hereof.

Sixteenth: Each party to this agreement hereby solemnly and specifically avers that the foregoing agreement has been

entered into without undue influence or fraud or coercion or misrepresentation, or for any cause, except as herein specified.

Seventeenth: It is understood and agreed by and between the parties hereto that this agreement is not entered into, and shall not be deemed or construed, as an agreement by either party that one party shall procure a divorce from the other, and shall not be deemed or construed as a consent to such divorce, or a waiver by either party of any defense that such party may have to any divorce action that may be filed by either of the parties hereto, including the action for divorce now pending and commenced by the Husband as plaintiff against the Wife as defendant in the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding.

Eighteenth: This instrument is made under and in pursuance of the laws and statutes of the State of Idaho as existing at the date of this agreement, and it is to be construed, interpreted and given effect in accordance with said laws and statutes so existing.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Dwight R. Vickrey
Party of the First Part

Vera G. Vickrey
Party of the Second Part

STATE OF IDAHO, }
: ss.
COUNTY OF ADA. }

On this 1st day of June, in the year 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared DWIGHT R. VICKREY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(SEAL)

M. W. Bowler
Notary Public for Idaho,
Residing at Boise, Idaho.

STATE OF CALIFORNIA, }
: ss.
COUNTY OF LOS ANGELES. }

On this 1st day of June, in the year 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared VERA G. VICKERY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(SEAL)

W. Palmer Fisher
Notary Public for California,
Residing at Los Angeles
County, California

My Commission expires:

November 3, 1951

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

LEO ELWERT,

Plaintiff,

-vs-

MARY ELWERT,

Defendant.

DECREE OF DIVORCE

This cause coming on to be heard on June 11, 1949, upon the complaint herein taken as confessed by the defendant (whose default for not pleading had been duly entered), Walter M. Oros, Esq., appearing as attorney for plaintiff, and the Court having heard the proofs taken herein, and the Court having at said time duly considered the evidence submitted, and the Court having stated that it was not entirely satisfied on the proof submitted on residence of the plaintiff as required by law, and the plaintiff thereupon having moved the Court for an Order of Continuance to submit additional proof of residence of plaintiff as required by law, and the Court having ordered said continuance, and the matter thereupon coming on for hearing again on June 18, 1949, from which it then appears to the Court that all of the allegations of plaintiff's complaint are sustained from testimony free from all legal separations as to its competency, in its admissibility and sufficiency, and it further appearing to the Court that defendant was duly served with summons and all and singular the laws and premises being by the Court fully understood and considered;

WHEREFORE, it is ordered, adjudged and decreed, and this does order, adjudge and decree that the marriage between plaintiff Leo Elwert and defendant Mary Elwert, be and the same is hereby dissolved, and said parties and each of them, are freed and absolutely released from the bonds of matrimony and all the obligations thereof.

And this does further order, adjudge and decree that plaintiff pay to defendant the sum of $25.00 per month for the care, education, support and maintenance of Janet D. Elwert until said child attains the age of 18 years, with the usual rights of visitation to plaintiff with said child.

Dated this 24TH day of June, 1949.

D. H. SUTPHEN
District Judge

Presented by:
Walter M. Oros

STATE OF IDAHO)
) ss
County of Gooding)

I, ~~Bert~~ BERT BOWLER, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a true and correct copy of the decree of divorce filed in the above entitled action and remaining now on file in my office at Gooding, Gooding County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 24TH day of June, 1949.

Bert Bowler
Clerk

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

DOIL W. CLARK, PLAINTIFF,

VS.

HELEN L. CLARK, DEFENDANT.

DECREE OF DIVORCE

This matter came on regularly for hearing on the 16th day of June, 1949, at the hour of 11:00 o'clock A.M., before the Honorable D. H. Sutphen Judge of the above entitled Court sitting without a jury. Plaintiff appeared in person and by his attorney, Wm. F. Galloway, and defendant appeared in person and by her attorney, J. W. Taylor. Counsel for plaintiff announced in open Court that matter might be tried on the cross complaint of the defendant and the general denial thereto filed by plaintiff.

Thereupon testimony was introduced on behalf of plaintiff and defendant and counsel for respective parties waived in open Court findings of fact and conclusions of law. The Court having heard the evidence and being fully advised:

It is therefore ordered, adjudged and decreed that the defendant be, and she hereby is, awarded a decree of divorce from plaintiff on the ground of extreme cruelty, as alleged in her cross complaint, and that the bonds of matrimony existing between the said parties be, and the same hereby are, dissolved, and each of the said parties is restored to the status of a single, unmarried person.

It is further ordered, adjudged and decreed that the care, custody and control of Dennis Lee Clark, the minor son of the parties be, and the same hereby are, awarded to the defendant, with a right in the plaintiff to visit said son at reasonable times.

It is further ordered, adjudged and decreed that the plaintiff pay to the defendant for the support and maintainance of said minor son the sum of $65.00 per month throughout the minority of said

minor child and that the payment of the same shall be made on the first of each and every month beginning July 1, 1949; and that the plaintiff pay to the attorney for defendant for his services herein the sum of $125.00, the same to be paid on or before July 1, 1949; and that the plaintiff further pay to the defendant her costs herein taxed at $11.00.

Dated this 20th day of June, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Doil W. Clark -vs- Helen L. Clark

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 20th day of June, 1949 A. D. 19 .....

Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * *

DOLORES DRURY,
Plaintiff,
vs.
MAX F. DRURY,
Defendant.

DECREE

6705

* * * * * * *

THIS CAUSE, Having been brought on to be heard this 16TH day of June, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Blue River, Lane County, Oregon, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Max F. Drury, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Dolores Drury, to the relief demanded in the complaint as prayed for;

That the plaintiff herein, Dolores Drury, is now and has been a bona fide resident of the State of Idaho for a period of more than six full weeks immediately preceding the commencement of this action.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and

provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff's maiden name of DOLORES THORPE be and the same is hereby restored to her.

DATED At Gooding, Idaho, this 16TH day of June, 1949.

D. H. Smith
District Judge.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

MARJORIE ANN POWERS, Plaintiff, v. JACK S. POWERS, Defendant.	JUDGMENT AND DECREE

THIS CAUSE, Coming on regularly to be heard on the 18th day of June, 1949, before the Court without a jury, and plaintiff appearing in person and being represented by David Doane, her counsel, and it appearing to the Court that summons in the above-entitled cause has heretofore been duly and regularly issued and due service of process on said defendant had, and that the time for answering, demurring or appearing has expired, and that the default of Jack S. Powers, the defendant, for failing to appear, answer or demur within the time prescribed by law, has heretofore been duly entered herein;

Whereupon, evidence, duly corroborated as required by law, was introduced by the plaintiff, from which it appears to the Court that the allegations of plaintiff's cause of action, contained in the plaintiff's complaint on file herein, are sustained by the testimony, free from all objections as to competency, admissibility and sufficiency; and it further appearing that the matters so alleged and proved are sufficient to entitle plaintiff to judgment and decree in accordance with the complaint and that the plaintiff is entitled to have her name prior to her marriage to defendant, to-wit, the name of Marjorie Ann Rummerfield, res-

tored to her, and the case being closed and the law and the premises being duly understood by the Court, the Court makes and enters this final judgment and decree:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony heretofore existing between plaintiff and defendant are forever dissolved and the said parties, are, after the entry of this decree, each restored to the status of single persons and that plaintiff's name prior to her marriage, to-wit, Marjorie Ann Rummerfield be and the same is hereby restored to her.

Dated this 18th day of June, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Marjorie Ann Powers -vs- Jack S. Powers

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 18th day of June, 1949 A. D. 19

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

6707

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR GOODING COUNTY

WHITNEY CAPEN,
Plaintiff,
vs.
ADELINE CAPEN,
Defendant.

DECREE OF DIVORCE

This cause coming on to be heard this 18TH day of June, 1949, upon the complaint herein taken as confessed by the defendant (whose default for not pleading had been duly entered), Walter M. Oros, Esq., appearing as attorney for the plaintiff, and the Court having heard the proofs taken herein, from which it appears that all the allegations of the plaintiff's complaint are sustained by testimony free from all legal exceptions, as to its competency, admissibility and sufficiency, and it further appearing to the Court that defendant was duly served with summons; and all and singular the law and the premises being by the Court here understood and fully considered:

WHEREFORE, it is ordered, adjudged and decreed and this does order, adjudge and decree that the marriage between the plaintiff, Whitney Capen, and the defendant, Adeline Capen, be and the same is hereby dissolved and said parties, and each of them are freed and absolutely released from the bonds of matrimony; and it is further ordered, adjudged and decreed that the plaintiff pay to the defendant $27.60 per month for the care, support and education of the minor child of said marriage until said child attains the age of 18 years, with the usual rights of visitation with said minor child awarded to plaintiff.

Dated this 18TH day of June, 1949.

D. H. SUTPHEN
District Judge

Presented by:
Walter M. Oros

STATE OF IDAHO)
) ss
COUNTY OF GOODING)

CERTIFICATE

I, BEN BOWLER, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a true and correct copy of the original decree of divorce filed in the above entitled action and remaining now on file in my office at Gooding, Gooding County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18TH day of June, 1949.

Ben Bowler
Clerk

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR GOODING COUNTY

WILLIAM C. McELROY,

Plaintiff and Crossdefendant,

- vs -

GAYLE P. McELROY,

Defendant and Crosscomplainant.

4518

D E C R E E

This cause coming on regularly for hearing in open court on the date given below, plaintiff and crossdefendant appearing by his attorneys James, Shaw & James, defendant and crosscomplainant appearing by her attorneys Bissell & Bird, and it satisfactorily appearing to the court that service of process was duly had; and the court having heard and considered oral evidence submitted in support of the allegations of the crosscomplaint of said Gayle P. McElroy, as well as depositions of the crosscomplainant and four witnesses on behalf of crosscomplainant, and no witness being called or evidence submitted in support of the allegations of the complaint; and the court being fully advised in the premises, and the making of entry of findings of fact and conclusions of law being waived in open court;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the plaintiff take nothing by his complaint herein; that the defendant and crosscomplainant have and recover judgment against the plaintiff and crossdefendant upon the crosscomplaint, that the bonds of matrimony heretofore existing between William C. McElroy and Gayle P. McElroy be and the same hereby are permanently dissolved, and each of said persons is hereby restored to the status of single persons; that the crosscomplainant Gayle P. McElroy

have and recover judgment against the crossdefendant William C. McElroy for the sum of $25.00 per month for her support and maintenance, which shall be paid each and every month during the life of said Gayle P. McElroy, or until she remarries, or until further order of this court, for costs of suit and all proper relief.

Dated at Gooding, Idaho, June 15th, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of William C. McElroy -vs- Gayle P. McElroy

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 15th day of June A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

ROBERT C. SHEAFFER,
Plaintiff,
-vs-
WINIFRED E. SHEAFFER,
Defendant.

J U D G M E N T

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho, this 21st day of June, 1949, the plaintiff appearing in person and by his attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process and that she had failed to answer within the time fixed by law, and that the default of the defendant for her failure to appear has been duly entered by the Clerk of this court.

Whereupon evidence duly corroborated, was introduced on behalf of the plaintiff in support of his complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in said complaint, and that the plaintiff is and for several months last past and immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

IT IS HEREBY ORDERED, ADJUDGED, and DECREED That the bonds of matrimony heretofore existing between plaintiff and defendant be and hereby are dissolved and each party is restored to the status of a single person.

Given under my hand this 21st day of June, 1949.

/s/ D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Robert C. Sheaffer -vs- Winifred E. Sheaffer

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 21st day of June, 1949 A. D. 19

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF GOODING.

Charles V. McCray,

Plaintiff,

vs

DECREE OF DIVORCE.

Gladys McCray,

Defendant.

This cause coming on for trial before D. H. Sutphen, Judge of the above court at Gooding, Idaho this 22nd day of June, 1949 and the trial thereof having been had and the court having heard all of the testimony and evidence produced and being fully advised in the premises finds that the defendant is guilty of extreme cruelty toward the plaintiff and that a divorce should be granted to the plaintiff from the defendant.

NOW THEREFORE it is hereby Ordered, Adjudged and Decreed that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby permanently dissolved. The defendant's former name of Gladys Clark is hereby restored to her.

The plaintiff is hereby awarded as his sole andseparate property, all property owned by him at the time of his marriage to the defendant, including SW¼ of NW¼ of Section 34 and SE¼ of NE¼ of Section 33, Township 6 South Range 14 E. B. M. in Gooding County, Idaho; also all cows and calves, a teamof horses, a 1948 Studebaker Pickup, all farm machinery and equipment, houshold goods, furniture and equipment. The defendant is hereby awarded as her sole andseparate property all articles of personal property owned by her prior to said marriage and also all of her personal effects.

Given under my hand at Gooding, Idaho this 22nd day of June, 1949.

D. H. SUTPHEN

DISTRICT JUDGE.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Charles V. McCray -vs- Gladys McCray

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 22nd day of June A. D. 1949

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

6711

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

- - - - - - -

RUTH P. MOREHOUSE,
Plaintiff,
-vs-
E. K. MOREHOUSE,
Defendant.

D E C R E E

- - - - - - -

THIS CAUSE, Having come on regularly for trial in open Court on the 25th day of June, 1949, the plaintiff appearing in person and by her attorneys, Blaine & Ambrose, and the defendant appearing by and through his attorney, M. F. Ryan; and the defendant having duly filed his Answer through his said attorney, and the parties having in open Court waived the making and entering of findings of fact and conclusions of law; and the Court having heard and considered the evidence on the part of the plaintiff and the defendant, through his attorney, having refused to offer evidence or plead further, and the Court being fully advised in the premises; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, And this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plain-

tiff's former name of RUTH P. CUMMINS be and the same is hereby restored to her.

DATED at Gooding, Idaho, this 25TH day of June, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Ruth P. Morehouse -vs- E. K. Morehouse

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 25th day of June, 1949 A. D. 19 .....

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

6712

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

LUCILLE IRENE WALTHALL,
Plaintiff,

-vs-

ROY GOODWIN WALTHALL,
Defendant.

J U D G M E N T

The above matter came or regularly for trial before the above court sitting in regular session in Gooding, Idaho, this 29th day of June, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process, and that he had failed to answer within the time given by law, and that the default of the defendant for his failure to appear has been duly entered by the Clerk of the Court.

Whereupon, evidence duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in the complaint, and that the plaintiff is and for several years last past and immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

It is hereby ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff and defendant be and the same are hereby dissolved, and each of said parties is hereby restored to the status of a single person and that the custody of the five minor children of the plaintiff and defendant, namely, Eugene W. Walthall, Kenneth Walthall, Louise Walthall, Gary Don Walthall and David Walthall,

is hereby awarded jointly to the plaintiff and defendant subject to the further order of the court, and further that all household goods and furniture belonging to plaintiff and defendant are hereby awarded to the plaintiff.

Given under my hand this 29th day of June, 1949.

/s/ D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Lucille Irene Walthall -vs- Roy Goodwin Walthall

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 29th day of June, 1949 A. D. 19.....

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY O F IDAHO

No. 5157

GRACE N. ALTMAN,)
Plaintiff,)
vs.)
WALTER G. ALTMAN,)
Defendant.)

Entered and
DECREE FILED
AT ____ O'CLOCK ____ M.
Recorded Vol 9 Page 19
JUN 8 1949
CARL T. REUTER
Clerk of District Court
By _____ Deputy

The above entitled cause came on duly and regularly for hearing on the 8th day of June, 1949, the plaintiff appearing in person and by her attorney, Paul G. Eimers; and no person appearing for or on behalf of the defendant and the defendant not appearing in person.

It appearing to the court that the defendant, Walter G. Altman, was duly and regularly personally served with Summons and copy of Summons and Complaint on the 9th day of April, 1949 in Yamhill County, State of Oregon, pursuant to order made and entered herein for service of Summons by Publication and providing for personal service outside the State of Idaho in lieu thereof; and it appearing that the defendant has failed to appear, demur, answer or otherwise plead to said summons and complaint within the time provided by law, and the default of said defendant having been duly and regularly entered herein as required by law, and it appearing from plaintiff's affidavit filed herein that the defendant is not in the service of the armed forces of the United States of America or otherwise entitled to the protection of the Soldier's and Sailor's Relief Act, and evidence having been presented by and on behalf of the plaintiff, and it appearing that the allegations of plaintiff's complaint are true, and said cause having been submitted to the court;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the plaintiff, Grace N. Altman, be, and is hereby

PAUL G. EIMERS
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

granted and awarded an absolute divorce from the defendant, Walter G. Altman, and the marriage bonds heretofore existing between them are hereby dissolved; and that each of them is hereby restored to the status of a single person.

Done in Chambers this 8th day of June, 1949.

LEO MC CARTY
District Judge

CERTIFICATE

STATE OF IDAHO } ss.
County of Idaho }

I, Carl T. Reuter, Clerk of the District Court of the Tenth Judicial District of the State of Idaho, in and for the County of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the Record of the Instrument it purports to be, together with the endorsements thereon in the case of Grace N. Altman, Plaintiff vs. Walter G. Altman, Defendant; as the same appears of record in my office in Book 9 Judgment Record on page 19 thereof.

WITNESS my hand and official seal this 7 day of July, A. D., 1949 at Grangeville, Idaho.

CARL T. REUTER, Clerk of District Court
By Della Beesinger, Deputy

(Seal)

6714

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

- - - - -

No. 5155

EMMA LEOTA HAMILTON, Plaintiff,
vs.
DONALD HAMILTON, Defendant.

DECREE OF DIVORCE

Entered and
FILED
AT ____ O'CLOCK ____ M.
Recorded Book 9 Page 20
JUN 14 1949
CARL T. REUTER
Clerk of District Court
By ____ Deputy

- - - - -

This action came on for hearing before the Honorable Leo McCarty, District Judge, in open court at Grangeville, Idaho on this 14th day of June, 1949. It appearing that service has been procured upon the said defendant by publication of summons and an affidavit having been filed herein showing that a copy of said summons and complaint was mailed to the said defendant at his last known postoffice address and place of residence, and an affidavit of non-military service having been filed herein establishing that the defendant is not engaged in the military or naval service of the United States of America; and an order for default having been entered and the default of the defendant having been duly entered in the premises for failure of the defendant to appear and answer the plaintiff's complaint; and the evidence having been introduced and the court having duly advised in the premises finds and decides that the plaintiff is entitled to the relief prayed for in her said complaint. Whereupon, upon motion of Wilbur L. Campbell, attorney for the plaintiff,

IT IS ORDERED, ADJUDGED and DECREED that the plaintiff do have and is hereby granted a divorce against the said defendant and that each are relieved from the marital obligations in the

future and from the date of this decree. And that any property in the hands or possession of the plaintiff and the defendant is set apart unto them as their sole and separate property and estate.

Done in open court this 14th day of June, 1949.

Leo McCarty
District Judge

CERTIFICATE

STATE OF IDAHO } ss.
County of Idaho }

I, Carl T. Reuter, Clerk of the District Court of the Tenth Judicial District of the State of Idaho, in and for the County of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the Record of the Instrument it purports to be, together with the endorsements thereon in the case of Emma Leota Hamilton, Plaintiff vs. Donald Hamilton, Defendant, as the same appears of record in my office in Book 9 Judgments, page 20 thereof.

WITNESS my hand and official seal this 7 day of July, A. D., 1949 at Grangeville, Idaho.

CARL T. REUTER, Clerk of District Court
By Stella Bengoechea, Deputy

(Seal)

6715

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

- - - - -

No. 5153

DANIEL E. MULCAHY,
Plaintiff,
vs.
LEAH V. MULCAHY,
Defendant.

DECREE OF DIVORCE

Entered and Filed
Recorded Vol 9 Page 21
Earl T. Reuter
Clerk of District Court

- - - - -

This matter came on for hearing in open court at Grangeville, Idaho on the 22nd day of June, 1949 before The Honorable Leo McCarty, District Judge.

It appearing that service was made upon the said defendant Leah V. Mulcahy outside the state at her place of residence in the city of Seattle, Washington and proof of service having been filed herein; and the defendant not having appeared or answered the plaintiff's complaint; and an affidavit of non-military service under the Soldiers' and Sailors' Relief Act of the United States of America having been filed herein; and an order for default of the defendant having been entered and the default of the defendant having been duly made and entered in the premises for failure to appear and answer; and the evidence, both oral and documentary, having been introduced; and the court finding that all the allegations contained in the plaintiff's complaint are true and that the plaintiff is entitled to the relief prayed for in the said complaint; and it appearing that the parties hereto have entered into a separation agreement and property settlement whereby and whereunder the property hereinafter described and mentioned should be set over to the plaintiff; and the plaintiff having consented to make a payment to the defendant for the support, maintenance and education of

Kathleen Mulcahy during her minority; and all and singular the law and the evidence having been heard by the Court and the Court having been fully advised in the premises, on motion of Wilbur L. Campbell, attorney for the plaintiff,

IT IS HERE ORDERED, ADJUDGED and DECREED that the plaintiff and the defendant are divorced and each relieved from the marital obligations one to the other.

AND IT IS ORDERED, ADJUDGED and DECREED that the custody of Kathleen Mulcahy remain in the plaintiff and the defendant as it was during the marriage aforesaid.

AND IT IS ORDERED, ADJUDGED and DECREED that the plaintiff pay to the defendant the sum of $50.00 per month during the minority of Kathleen Mulcahy and such additional sums and amounts as the plaintiff may be able to pay as shall be governed by his financial ability.

AND IT IS FURTHER ORDERED, ADJUDGED and DECREED that the property of the community of the plaintiff and the defendant be set apart as follows:

To the defendant there shall be set apart and delivered by the plaintiff one barrel of dishes and glassware.

To the plaintiff there is set apart all of the mining claims and mining property located in the Crogrande Mining District of Idaho County, State of Idaho, described as follows:

Aloha	Diamond Hitch No. 4
Aloha No. 1	Diamond Hitch No. 5
Aloha No. 2	Diamond Hitch No. 6
Switchback	Diamond Hitch No. 7
Frenchy No. 1	Diamond Hitch No. 9
Pat Schion	Diamond Hitch No. 10
Schion No. 1	Diamond A
Schion No. 2	Kathleen No. 2
Schion No. 3	Custom Claim

Dorris Gene

Also the Dorris Gene Quartz Mining Claim located in the Robbins Mining District in Idaho County, State of Idaho. The location notices of all the said mining claims above mentioned and

described are recorded in the office of the Recorder of Idaho County, State of Idaho.

Also the following described personal property located in Idaho County, State of Idaho:

Ball Mill
Classifier
Crusher
One Diesel Engine
Three Gas Engines
Tools for hand mining (such as steel, two forges, picks, hammers, shovels, jacks, saws, axes, drill press, vise, anvils, etc.)
Also a 2' x 4' rod mill
Several hundred feet of pipe
pipe valves and fittings
3 tons of balls for mill
One Duplex Jig
Three Floatation Cells
Assay Equipment not complete
Pulleys, belting, shafting for mill
Two ore cars, several hundred feet of track, cable tramway
Also numerous other items required for mining.

One 1930 Model A Ford Truck

Household goods and cooking equipment

One piano and one violin

Done in open court at Grangeville, Idaho the 22nd day of June, 1949.

Leo McCarty
District Judge

CERTIFICATE

STATE OF IDAHO } ss.
County of Idaho }

I, Carl T. Reuter, Clerk of the District Court of the Tenth Judicial District of the State of Idaho, in and for the County of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the Record of the instrument it purports to be, together with the endorsements thereon in the case of Daniel E. Mulcahy, Plaintiff vs. Leah V. Mulcahy, Defendant; as the same appears of record in my office in Book 9 Judgment Record on page 21 thereof.

WITNESS my hand and official seal this 7 day of July, A. D., 1949, at Grangeville, Idaho.

CARL T. REUTER, Clerk of District Court
By Della Basinger, Deputy

(Seal)

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO.

HELEN G. GORDON, Plaintiff,

vs.

JIM G. GORDON, Defendant.

No. 5160

Entered and Filed
Recorded Vol 9 Page 22
Carl T Reuter
Clerk of District Court

DECREE

The above entitled cause came on duly and regularly for hearing this 24th day of June, 1949, before the Honorable Leo McCarty, Judge of the above entitled court. The plaintiff, Helen G. Gordon, appeared in person and by her attorney; neither the defendant, nor any person, or persons, in his behalf appeared.

It appearing to the court that the defendant was duly and regularly served, pursuant to law and the order of this court, with process herein by publication of summons, and by the mailing of copy of summons and complaint, and that the defendant has failed to appear, demur, answer or otherwise plead to said complaint withint the time allowed by law, and that the time for such appearance has expired, and the default of the defendant having been entered herein as required by law, and ita ppearing from plaintiff's affidavit is not, and has not been engaged in the service of the armed forces of the United States of America, and evidence having been presented by and on behalf of the plaintiff, and it appearing therefrom that the ellegations of plaintiff's complaint are ture, and the court having so found, and the cause having been submitted to the court;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED,

that the plaintiff, Helen G. Gordon, be, and hereby is, granted an absolute divorce from the defendant, Jim G. Gordon, and the bonds of matrimony heretofore existing between them are hereby dissolved; and the parties, the said Helen G. Gordon, and the said Jim G. Gordon, and each of them, are hereby restored to the status of single persons.

Done in open court this 24th day of June, 1949.

LEO MC CARTY
District Judge.

STATE OF IDAHO)
County of [illegible]) ss.

I, Carl E. Reuter, Clerk of the District Court of the Tenth Judicial District of the State of Idaho, in and for the County of [illegible], do hereby certify that the above and foregoing is a full, true and correct copy of the decree in the case of Helen G. Gordon, Plaintiff, vs. Jim G. Gordon, Defendant, No. 9, as the same appears of record and on file in my office.

Witness my hand and seal this 7 day of July A. D., 1949.

CARL E. REUTER, Clerk of District Court.
By Della Baumgar, Deputy.

6717

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

ROZELLA D. STANFIELD,

Plaintiff,

vs

VINTON L. STANFIELD,

Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED MATTER coming on for hearing before the Hon. Hugh A. Baker, Judge of the above entitled Court, at Jerome, Idaho, on the 21 day of May, 1949; the plaintiff appearing in person and by and through her attorneys, Graydon W. Smith and Leonard H. Jacob, of Twin Falls, Idaho, and the defendant not appearing in person or by an attorney, and

It appearing to the Court that regular and proper service of summons and complaint has been made upon defendant, and that defendant has filed his acceptance of service and waiver of time to appear, and his default having been duly entered herein, the Court does hereby confirm and approve said default.

WHEREUPON, the testimony introduced herein by plaintiff and the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. That plaintiff is hereby awarded a divorce upon grounds stated in her complaint, and that the bonds of matrimony heretofore existing between plaintiff and defendant should be and are hereby dissolved; and

2. That certain property settlement agreement between plaintiff and defendant, marked "Exhibit A" and filed in this action is hereby confirmed and approved.

DATED this 24 day of June, 1949.

/s/ Hugh A. Baker
District Judge

INDEXED COMPARED
Case No. 3192
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

FILED JUN 28 1949
Mabel A. Beverly
CLERK
BY _____ DEPUTY CLERK

Book 6 Judg Page 82

6718

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME.

* * * * *

COMPARED
INDEXED Book 6 Judg. Page 81

CLARA L. CARNAHAN,
Plaintiff,
vs.
BURDETTE J. CARNAHAN,
Defendant.

COPY

DECREE OF DIVORCE

Case No. 3161

DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED JUN 3 1949
Mabel A. Beveridge
CLERK
BY _____
DEPUTY CLERK

* * * * *

The above matter came on for hearing before the undersigned Judge of the District Court in open Court at Jerome, Idaho on the 21st day of May, 1949. Clara L. Carnahan, Plaintiff appearing in person and by her attorney, Henry M. Hall, and the defendant not appearing either in person or by attorney. It appearing to the Court that due legal and regular service was made upon the defendant in the State of California upon an order made by the Clerk of the above entitled Court directing that the defendant be served personally with a copy of the summons to which there should be attached a copy of the complaint outside the State of Idaho, to wit: in the state of California in lieu of publication of said summons. It further appearing to the Court that the defendant failed and neglected to file a demurrer or answer to said complaint, and that upon the expiration of the time for such appearance, his default was duly entered by the Clerk of this Court.

It appearing to the Court that the matter was ready for hearing and determination, plaintiff and her witness were duly sworn according to law. Testimony was given by the said plaintiff in support of the allegations contained in her complaint, and the Court finds that all the material allegations of the complaint were duly proven and supported by the evidence free and clear of any and all legal objections. And the Court further finds that the plaintiff was and is a resident of the State of Idaho, and that she has resided within the said State of Idaho for more than six weeks immediately prior to the institution of this action, and that proof of her said residence was duly corroborated by other competent testimony. The Court further finds from the evidence that the minor child, issue of said marriage, named Ernest Frank Carnahan, was within the jurisdiction of the Court at the time of the filing of plaintiff's complaint, and that the said child should remain under the control and custody and care of the said plaintiff.

NOW THEREFORE, it is the Judgement of this Court that the bonds of matrimony existing between the plaintiff and the defendant be by the Court dissolved, and the same are by the Court dissolved, and that each of the said parties to this action are restored to the status of a single, unmarried person. That the plaintiff shall be entitled to the care, control and custody of Ernest Frank Carnahan, issue of said marriage, until he shall reach the age of majority, or until further order of the Court.

WITNESS MY HAND this 27th day of May, 1949.

Hugh A. Baker,
Presiding District Judge.

6719

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME.

- - -

ILENA DORMAN,

Plaintiff

-vs-

ESTES DORMAN,

Defendant

DECREE

- - -

The above-entitled matter came on for hearing and final determination before the undersigned, one of the Judges of the above-entitled Court, sitting in Chambers, at Rupert, in the County of Minidoka, State of Idaho, on this 7th. day of June, 1949, it appearing that the Defendant has been duly and regularly served with Summons and Complaint, and has not appeared herein and has not answered or otherwise plead to said Complaint, and the time for appearing and pleading having elapsed.

Plaintiff appeared in person and with her counsel of record, Richard H. Seeley, and the Defendant appearing not nor any person for him, and being in default, which has been heretofore duly entered against him, and proof having been submitted by the Plaintiff, free and clear from all objections and exceptions, from which it appears that the Plaintiff is now and for more than six full weeks immediately preceding the commencement of this action has been a resident of the State of Idaho, and is entitled to the relief prayed for on the gounds of Extreme Cruelty;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

That the bonds of matrimony heretofore and now existing between Plaintiff and Defendant be and the same are hereby forever dissolved and set aside.

That the Plaintiff be and she is hereby awarded the exclusive care, custody and control of the minor children, to-wit, Larry Estes and Danny Arthur.

That Plaintiff be and she is hereby awarded the community property, consisting of household goods and furnishings.

Dated this 7th. day of June, 1949.

Hugh A. Baker
District Judge

INDEXED COMPARED
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Case No. 3194
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

FILED JUN 7 1949
Mabel A. Beveridge
CLERK

BY _____
DEPUTY CLERK

4

6720

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

HELEN COLEMAN
Plaintiff,
vs.
SHIRLEY S. COLEMAN
Defendant.

Alberta Platt

D E C R E E

14247

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her attorney, C. J. Hamilton, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service of the Summons, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the plaintiff is entitled to a Decree herein, as prayed for in plaintiff's complaint, and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of C. J. HAMILTON, attorney for plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the plaintiff, HELEN COLEMAN, and the defendant, SHIRLEY S. COLEMAN, be, and, the same hereby are vacated, dissolved and set aside on the ground of mental cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor children of these parties to-wit: SHIRLEY JANE, WANDA, DONALD, MARY, and BILLIE are hereby awarded to the plaintiff, with the privilege on the part of the defendant of visitation with said children at all reasonable times, provided the Defendant is not in arrears in any alimony or support payments ordered by the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant pay a reasonable attorney's fees, $200, costs of $20, support for each child of $30 per month and alimony of $75 per month.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following is awarded to the Plaintiff as her sole and separate property: The East (E) fifty (50) feet of Lot 18 of Block 15 of East (E) La Crosse Addition to the City of Coeur d'Alene, County of Kootenai.

Done in open Court this ___ day of June, A. D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify that the foregoing to be a full, true and correct copy of the original "DECREE" in the action of HELEN COLEMAN, plaintiff, versus SHIRLEY S. COLEMAN, defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the __ day of June, A. D., 1949.

_____

By:_____

COPY

6721

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

DOROTHY OLDRIDGE,

Plaintiff,

vs.

RICHARD OLDRIDGE,

Defendant.

No. _____

DECREE

14295

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and for over six full weeks next preceding the commencement of this action was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Plaintiff is restored to her former name of Dorothy Hastings.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 1st day of June, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

6722

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

EARL R. LaMERE,

Plaintiff,

-vs-

PHILLIS E. LaMERE,

Defendant.

DECREE OF DIVORCE

14312

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho before the Honorable O. C. Wilson, one of the Judges of said Court on the 1st day of June, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after receipt of summons, and acknowledgment thereof in writing; and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by his attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises and having entered its findings of fact and conclusions of law, and in favor of plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Earl R. LaMere, and defendant, Phillis E. LaMere, be and the same are hereby set aside and held for naught, and plaintiff, Earl R. LaMere, is granted a decree of absolute divorce from defendant, Phillis E. LaMere, on the ground of mental suffering, amounting to extreme cruelty.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 1st day of June, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 1st day of June, 1949.

Clerk

By _____ Deputy

(Seal)

6723

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

1949

Alberta Platt

JACK A. WIEBER,

Plaintiff,

-vs-

DORIS M. WIEBER,

Defendant.

DECREE OF DIVORCE

14365

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, before the Honorable O. C. Wilson, one of the Judges of said Court on the 1st, day of June, 1949; the defendant by her attorney, Harold S. Purdy, having entered a demurrer to plaintiff's complaint; the parties thereafter filing a written stipulation that the demurrer might be overruled and the cause set for trial as a default matter, defendant waiving the findings of fact and conclusions of law; and the Court having overruled defendant's demurrer and set the matter for hearing forthwith; the plaintiff appearing in person and by his attorney, Harry H. Kinsey, and the defendant not appearing further either in person or by counsel; whereupon witnesses were sworn and testified upon the part of plaintiff, and the Court being fully advised in the premises, and having found for plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Jack A. Wieber, and defendant, Doris M. Wieber, shall be and hereby set aside and held for naught, and plaintiff, Jack A. Wieber, is granted a decree of absolute divorce from defendant, Doris M. Wieber, on the ground of mental suffering, amounting to extreme cruelty.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 1st day of June, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 1st day of June, 1949.

Clerk

By _____
Deputy

(Seal)

COPY

6724

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT O

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

LELAND CAWDERY, (No. 1949

Plaintiff,

vs.) DECREE

JEANNE CAWDERY,

Defendant. (

14299

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The custody of Terry Leon, 4 1/2, is hereby vested in plaintiff.

(5). Defendant is restored to her former name of Jeanne Mills.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 2nd day of June, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

*****

L. R. HAZELTON)
Plaintiff,)
vs.)
VIVIAN LOREN HAZELTON)
Defendant,)

JUN 3 1949

DECREE OF DIVORCE

13894

*****

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on this 3rd day of June 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the defendant voluntarily entered her appearance in said cause and filed a written stipulation waiving the entry of findings of fact and conclusions of law and waiving any further time or notice of the time and place of trial and the plaintiff appearing in person and being represented by his attorney Harold S. Purdy and the defendant not being present or being represented whereupon witnesses were sworn and testified on behalf of plaintiff, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between L. R. Hazelton, plaintiff and Vivian Loren Hazelton defendant be, and the same hereby are set aside and held for naught and plaintiff is granted a decree of absolute divorce from said defendant upon the grounds of extreme cruelty.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that defendant be decreed the care, control, and custody of said minor child Tana Rae Hazelton age 2

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that said plaintiff be required to pay to said defendant the sum of $ 40 00 per month.

Dated at Coeur d'Alene, this 3rd day of June 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original decree of divorce in the case of L. R. Hazelton vs. Vivian Loren Hazelton now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 3rd day of June 1949.

JAS. A. FOSTER
Clerk

By Alberta Platt
Deputy

6726

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

JUN 3 1943 Pratt

LOIS A. WILMES,

Plaintiff,

vs.

WESLEY W. WILMES,

Defendant.

DECREE

14347

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her Attorney, E. T. Knudson, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service within the State of Idaho, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, an prayed for in Plaintiff's Complaint, and that

Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of E. T. Knudson, Attorney for the Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, LOIS A. WILMES, and the Defendant, WESLEY W. WILMES, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

Done in open Court this 3rd day of June, A. D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: Adelita Platt
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of LOIS A. WILMES, versus WESLEY W. WILMES, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the_____ day of June, A. D., 1949.

Jas. A. Foster
Clerk

By:_____
Deputy

6727

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

*****

JESSIE LE GORE) 14342

Plaintiff,)

vs.) DECREE OF DIVORCE

JACK LE GORE)

Defendant,)

JUN 6 1949
JAS. A. FOSTER

*****

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 6th day of June 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by her attorney Harold S. Purdy whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Jessie Le Gore and Jack Le Gore defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of extreme cruelty.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff

be decreed the care, control, and custody of the minor children, Constance Diane Le Gore and Jack Nelson Le Gore, subject however to reasonable visitations by said defendant.

ITIS THEREFORE ORDERED, ADJUDGED, AND DECREED that defendant be required to pay to plaintiff the sum of $20.00 per week for the support of said minor children,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that said defendant be decreed as his sole and separate property any, and all interest that he has in the Gibbs Mercantile Store, together with any real estate that he may have an interest in.

Dated at Coeur d'Alene, this 6th day of June 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Jessie Le Gore vs. Jack Le Gore now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 6th day of June 1949.

Jas. A Foster
Clerk

By
Deputy

6728

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

14375

JUN 8 1949

O.B. WEAVER, :
Plaintiff, :
vs. : DECREE
VERA WEAVER, :
Defendant. :

THIS MATTER having come on regularly to be heard this 8th day of June, 1949, before the undersigned District Judge, the plaintiff appearing in person and being represented by his attorney, Wm. S. Hawkins, and the defendant not appearing either in person or by counsel, the defendant having admitted and acknowledged service of a true and correct copy of theComplaint and Summons herein on June 7, 1949, and her acceptance of service being on file in the above entitled Court, and having filed herein her answer and waiver of notice of time and place of hearing said action on its merits, and the plaintiff and his witness having been duly and regularly sworn and examined, testified on behalf of himself in support of the allegations of his complaint and corroborative evidence having been submitted as to the residence of said plaintiff, the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the ground of Extreme Cruelty, dissolving the bonds of matrimony existing between the plaintiff and defendant.

NOW THEREFORE, on motion of Wm. S. Hawkins, attorney for the plaintiff,

IT IS BY THIS COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, O.B. WEAVER, and the defendant, VERA WEAVER, be, and the same are hereby vacated, dissolved and set aside upon the ground of EXTREME CRUELTY.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the legal custody of the minor child ROLLAND WEAVER, be, and he hereby is awarded to the defendant.

Done in open Court this 8th day of June, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 8th day of June, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

*****

FRANCES DE MERS)
Plaintiff,) 14343
vs.) DECREE OF DIVORCE
FRANK DE MERS)
Defendant,)

STATE OF IDAHO } ss. County of Kootenai } JUN 7 1949

****

This cause having come on regularly for hearing inthe Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 7th day of June 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by her attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Frances De Mers plaintiff and Frank De Mers defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of extreme cruelty.

Dated at Coeur d'Alene, this 7th day of June 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Frances DeMers vs. Frank DeMers now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 7th day of June 1949.

Jas. A. Foster
Clerk

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

DELORES IRENE BARKER,
Plaintiff,
v.
STANLEY JAMES BARKER,
Defendant.

14333

JUN 7 1949

DECREE

The above entitled action coming regularly on for trial in the above entitled court, H. S. Sanderson appearing for the plaintiff and the defendant appearing not, and the court finding that the defendant was duly personally served with a copy of the summons and complaint, which said perscnal service upon the defendant was had by leaving in his hands a copy of the summons and complaint on file in said action in Kootenai County, State of Idaho, on the 12th day of May, 1949, and which said personal service was accepted by the defendant on the 12th day of May, 1949, and said Acceptance and Stipulation is filed herein; That more than twenty days have elapsed since the service of said summons and complaint upon the defendant, and the court finds that the defendant has failed, neglected and refused to answer, demur, plead or enter an appearance in said cause, except as to the Acceptance and Stipulation above referred to, and the default of the defendant for such failure having been duly entered by the Clerk of this Court; and the court finding that the defendant is in default and having heard and considered the proofs and evidence of the plaintiff, and having made and entered its findings of fact and conclusions of law,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff be, and hereby is, granted an absolute decree of divorce from the defendant forever dissolving the bonds of matrimony heretofore and up until this time existing between plaintiff and defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff is a proper and suitable person to have the care, custody and control of the minor child of the parties, Linda Louise Barker, and she is hereby awarded the care, custody and control of said child with the right in the defendant to visit said child at reasonable times and places.

Done in open Court this 7th day of June, 1949.

O. E. Wilson
District Judge

STATE OF IDAHO)
: ss.
County of Kootenai)

I. JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify that the foregoing decree is a true and complete copy of the decree in said action on file in my office.

Dated this 7 day of June, 1949.

Jas. A. Foster
Clerk

6731

JUN 8 1949

143114

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

DEYO SCHUH,	:	
Plaintiff,	:	
vs.	:	DECREE
BEATRICE SCHUH,	:	
Defendant.	:	

THIS MATTER having come on regularly for hearing before the undersigned Judge of the above entitled Court, on the 8th day of June, 1949; plaintiff appearing in person and by his attorney, Wm. S. Hawkins; the defendant having been personally served with a true and correct copy of the Complaint and Alias Summons, and her default having been duly and regularly entered and filed herein; the plaintiff being duly sworn and examined, testified on behalf of himself in support of the allegations of his complaint and corroborative evidence having been submitted in connection with his residence; the Court having heard and considered all of the evidence introduced and being duly and fully advised in the premises, and having made its Findings of Fact and Conclusions of Law herein; now, therefore, it is

ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree, that the bonds of matrimony heretofore and now existing between the plaintiff and defendant, be, and the same are, hereby dissolved and set aside and the plaintiff is hereby granted an absolute decree of divorce upon the grounds of Wilful Desertion, from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant's maiden name of BEATRICE MARIAN CLARK, is hereby restored to her.

Done in open Court, this 8th day of June, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 8th day of June, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

6732

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

JUN 9 1949

JAS. A. FOSTER

GUS TREBBE,

Plaintiff,

vs.

MARGARET B. TREBBE,

Defendant.

14350

DECREE

This action having come regularly on for hearing this day pursuant to written Stipulation filed herein, the Plaintiff appearing in person and with his attorney, E. T. Knudson, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant within the State of Nebraska; that the Defendant has regularly filed herein a Demurrer to the Plaintiff's Complaint together with a "Waiver and Stipulation" whereby the Defendant stipulated that the Demurrer may be submitted to the Court without further notice and upon entry of an order overruling said Demurrer the Defendant declined to further plead in this cause and further expressly consented to the hearing on this cause upon its merits, forthwith and without further notice to the Defendant; and that the default of the said Defendant has been duly entered herein and that this cause has come regularly on for hearing.

The Court further finds that the Plaintiff is entitled to a Decree herein as prayed for in Plaintiff's Complaint and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of E. T. Knudson, attorney for the Plaintiff,

IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, GUS TREBBE, and the Defendant, MARGARET B. TREBBE, be, and the same hereby are vacated, dissolved and set aside upon the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the "Property Settlement Agreement" entered into by these parties under date of May 9, 1949, a true copy of which "Property Settlement Agreement" is marked "Exhibit A" and made a part of the Plaintiff's Complaint herein, is a fair, just and equitable settlement between these parties of all community property belonging to these parties and their rights and obligations each to the other and said Settlement Agreement is hereby approved as a valid and existing obligation and binding upon both parties to this action.

Done in open Court this 9th day of June, A. D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

JAS. A FOSTER
Clerk

By: _____
Deputy

STATE OF IDAHO)
) ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of GUS TREBBE, Plaintiff, versus MARGARET B. TREBBE, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 9th day of June, A. D., 1949.

Jas. A. Foster Jas. A. Foster
Clerk

By: _____
Deputy

6733

JUN 1 1949

JAS. A. FOSTER

14306

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

HOWARD BELL,	:	
Plaintiff,	:	
vs.	:	DECREE
DELLA BELL,	:	
Defendant.	:	

This matter having come on regularly to be heard this 11th day of June 1949, before the undersigned District Judge, the plaintiff appearing in person and being represented by his attorney, Wm. S. Hawkins, and the defendant not appearing either in person or by counsel, the defendant having admitted and acknowledged service of a true and correct copy of the Complaint and Summons herein on April 25, 1949, and her acceptance of service being on file in the above entitled Court, and having filed herein her answer and waiver of notice of time and place of hearing said action on its merits, and the plaintiff and his witness having been duly and regularly sworn and examined, testified on behalf of himself and in support of the allegations of his complaint and corroborative evidence having been submitted as to the residence of said plaintiff, the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the ground of Wilful Desertion, dissolving the bonds of matrimony existing between the plaintiff and defendant.

NOW, THEREFORE, on motion of Wm. S. Hawkins, attorney for the plaintiff,

IT IS BY THIS COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, HOWARD BELL, and the defendant DELLA BELL, be, and the same hereby are vacated, dissolved and set aside upon the ground of Wilful Desertion.

Done in open Court this 11th day of June, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
: ss.
County of Kootenai :

I, JAS. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 11th day of June, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

BESSIE M. CULLING
Plaintiff,
vs.
ROLLIE FRANK CULLING
Defendant.

14328

JUN 14 1949
JAS. A. FOSTER

D E C R E E

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her attorney, C. J. Hamilton, but the Defendant did not appear and was not represented.

The court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service of the Summons, in accordance with the law and order of this court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in plaintiff's complaint, and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of C. J. HAMILTON, attorney for plaintiff,

IT, IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the plaintiff, BESSIE M. CULLING, and the defendant, ROLLIE FRANK CULLING, be, and the same hereby are vacated, dissolved and set aside on the ground of wilful neglect.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the miner child of these parties, to-wit: HAZEL CULLING, is hereby awarded to the Plaintiff.

Done in open Court this 4th day of June, A. D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of BESSIE M. CULLING, plaintiff, versus ROLLIE FRANK CULLING, defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 14 day of June, A. D., 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

X

6735 COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

DAYMOND E. STRAIT,
Plaintiff,
vs.
ADELINE STRAIT,
Defendant.

No. 14313

D E C R E E

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service as shown by the records herein.

3. The maiden name of defendant, i. e., Adeline Capell, be, and is hereby, restored to defendant.

4. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of grievous mental suffering.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 17th

day of June, 1949.

(SEAL)

O. C. Wilson
District Judge

Attest:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said court on this, the 17th day of June, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

6736

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

14335

JUN 17 1949
JAS A FOSTER

YVONNE MELDRUM, :
Plaintiff, :
vs. : DECREE
LeROY S. MELDRUM, :
Defendant. :

THIS MATTER having come on regularly for hearing before the undersigned Judge of the above entitled Court, on the 17 day of June, 1949; plaintiff appearing in person and by her attorney, Wm. S. Hawkins; the defendant having been personally served with a true and correct copy of the Complaint and Summons, and his default having been duly and regularly entered and filed herein; the plaintiff being duly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted in connection with her residence; the Court having heard and considered all of the evidence introduced and being duly and fully advised in the premises, and having made its Findings of Fact and Conclusions of Law herein; now, therefore, it is

ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree, that the bonds of matrimony heretofore and now existing between the plaintiff and defendant, be, and the same are, hereby dissolved and set aside and the plaintiff is hereby granted an absolute decree of divorce upon the grounds of Extreme Cruelty, from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff be, and she hereby is awarded the care, custody and control of the minor child, Sharon Kay Meldrum.

Done in open Court, this 17 day of June, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 17 day of June, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

6737

MARJORIE CALL, (No. _____

Plaintiff,

vs.) 13952 DECREE

RUSSELL CALL,

Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Plaintiff is restored to her former name of Marjorie Evans.

(5). Plaintiff is hereby awarded the household goods and furnishings as her sole and separate property.

(6). Defendant is hereby awarded the 1941 Nash automobile as his sole and separate property.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 17th day of June, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

COPY 6738

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

MARGARET HUMPHREY, (No. 14355
Plaintiff,
vs.) DECREE
JAMES J. HUMPHREY,
Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Plaintiff is restored to her former name of Margaret Walston.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 17th day of June, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

6739

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

PAUL L. TAYLOR,

Plaintiff,

-vs-

ANNA TAYLOR,

Defendant.

14819

DECREE OF DIVORCE

JUN 17 1949

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, before the Honorable O. C. Wilson, one of the Judges of said Court on the 17th day of June, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after legal publication of summons; and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by his attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, in favor of the plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Paul L. Taylor, and defendant, Anna Taylor, be and the same are hereby set aside and held for naught, and plaintiff, Paul L. Taylor, is granted a decree of absolute divorce from defendant, Anna Taylor, on the ground of having lived separate and apart continuously without cohabitation for a period of more than 5 years immediately preceding the commencement of this action.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 17th day of June, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above Court hereby certify the above decree of divorce to be a true copy of the orginal now on file in my office.

WITNESS my hand and seal of said Court this 17th day of June, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

14337 6740

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

EDITH B. THORSEN,

Plaintiff,

-vs-

ERICK L. THORSEN,

Defendant.

DECREE OF DIVORCE

STATE OF IDAHO, County of Kootenai, ss. Filed JUN 21 1949 JAS. A. FOSTER Sue Langford

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after legal service of summons; and the defendant's default having been entered by order of the Court; the plaintiff appearing in person and by her attorney Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Edith B. Thorsen, and defendant, Erick L. Thorsen, be and the same are hereby set aside and held for naught, and plaintiff, Edith B. Thorsen, is granted a decree of absolute divorce from defendant, Erick L. Thorsen, on the ground of mental suffering, amounting to extreme cruelty; that the care and custodyof Eldon Richard Thorsen, and Alice Lee Thorsen, the minor children of said parties shall be and hereby is awarded to plaintiff.

Dated at Coeur d'Alene, Kootenai County, State of Idaho this 21st day of June, 1949.

E. W. Braughton
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above Court, hereby certify the foregoing to be a true copy of the original divorce decree in the above entitled matter now on record.

WITNESS my hand and the seal of said Court this 21st day of June, 1949.

JAS. A. FOSTER
Clerk

By Sue Langford
Deputy

(Seal)

6741

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

HELEN M. CARPENTER,
Plaintiff,
vs.
LEONARD CARPENTER,
Defendant.

No. 14305

STATE OF IDAHO, COUNTY OF KOOTENAI, FILED JUN 22 1949, JAS. A. FOSTER

DECREE

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff, during the pendency of this action, has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service, as shown by the records herein.

3. It is for the best interests of the minor children of the parties, i. e., Marian Lenore, daughter, aged 9 years, Ethel Margaret, daughter, aged 7 years, and Leonard David, son, aged 10 months, that they remain with their mother, the plaintiff herein, during their minority or dependency, and said plaintiff is hereby awarded the full and complete custody of all of said minor children.

4. The community property of the parties, consisting in the following described real property:

> Beginning at a point on the North and South Quarter Line in Section Four (4), Township Forty-eight (48) North, Range One (1) West of the Boise Meridian, from which the South Quarter Corner to said Section Four bears South 333.5 feet; thence running West 610.5 feet; thence South 148.5 feet; thence S. 17°31' E. 38.3 feet; thence N. 80°58' W. 81.2 feet; thence N. 13°01' W. 194.0 feet; thence N. 75°35' E. 117.8 feet; thence East 608.7 feet to a point on said North and South Quarter Line; thence South along said Quarter Line 46.0 feet to the place of beginning, together with all improvements thereon and incidents thereto, situate within Kootenai County, Idaho,

together with the furniture, furnishings and fixtures in the home on said property, is hereby allocated to the plaintiff as her sole and separate estate.

5. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of mental cruelty.

ENTERED, at Coeur d' Alene, Kootenai County, Idaho, this 22nd day of June, 1949.

E. V. Boughton
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 22nd day of June, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

X

COPY 6742

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

EILEEN PELSUE, (No. 14133

Plaintiff,

vs.) DECREE

HENRY FRANK PELSUE,

Defendant. (

STATE OF IDAHO ... JUN 23 1949 ... JAS. A. FOSTER

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Plaintiff is restored to her former name of Eileen Edwards.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 23rd day of June, 1949.

(SEAL)

E. V. Boughton
D. J.
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

6743

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

14302

EDITH HARRELL,	:	
Plaintiff,	:	
vs.	:	DECREE
ROY HARRELL,	:	
Defendant.	:	

This matter having come on regularly to be heard this 27 day of June, 1949, before the undersigned District Judge, the plaintiff appearing in person and being represented by her attorney, Wm. S. Hawkins, and the defendant not appearing either in person or by counsel, the defendant having admitted and acknowledged service of a true and correct copy of the Complaint and Summons herein on June 14, 1949, and his acceptance of service being on file in the above entitled Court, and having filed herein his Answer and Waiver of notice of time and place of hearing said action on its merits, and the plaintiff and her witness having been duly and regularly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted as to the residence of said plaintiff, the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the ground of Continuous Separation for a period of more than 5 years without cohabitation, dissolving the bonds of matrimony existing between the plaintiff and defendant.

NOW THEREFORE, on motion of Wm. S. Hawkins, attorney for the plaintiff,

IT IS BY THIS COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, EDITH HARRELL and the defendant ROY HARRELL, be, and the same are hereby vacated, dissolved and set aside upon the ground of Continuous Separation for a period of more than 5 years without cohabitation.

Done in open Court this 27 day of June, 1949.

O. E. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the ___ day of June, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

COPY

6744

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

JUN 27 1949

BARBARA QUERY,

Plaintiff,

vs.

CLIFFORD L. QUERY,

Defendant.

No. 14339

DECREE

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Plaintiff is restored to her former name of Barbara Depwe.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 27th day of June, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

6745 COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

STATE OF IDAHO } ss.
County of Kootenai }
Filed JUN 28 1948
JAS. A. FOSTER
Clerk District Court

MARGARET HICKS,
Plaintiff,
vs.
GWYNN S. HICKS,
Defendant.

No. 14266

DECREE

This cause having regularly been heard before the undersigned Judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 7-304 Idaho Code Annotated; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service, as shown by the records herein.

3. The plaintiff be, and is hereby, restored to her former name of Margaret Washburn.

4. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of mental cruelty.

ENTERED at Coeur d'Alene, Kootenai County, Idaho this ~~28th~~ 28th day

of ~~May~~ June, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 25th day of ~~May~~ June, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

COPY

6746

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

RAYMOND TYLER MORRIS, (No. 14271
Plaintiff,
vs.) DECREE
JUANITA MORRIS,
Defendant. (

FILED
JUN 29 1949

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The custody of Patricia, aged approximately nine months, is hereby vested in the defendant.

(5). As long as plaintiff is in military service, he shall continue to contribute toward the payment through the office of Dependency

Benefits to defendant as a former wife divorced and to the child of this marriage, Patricia, and to Gail Thompson, a minor child of the former marriage of defendant; provided, however, that all payments to defendant for herself and the said Gail Thompson shall cease upon her remarriage and provided, further, that in event plaintiff leaves military service, the ~~defendant~~ Plaintiff shall contribute from $20.00 to $40.00 a month, dependent on living costs and conditions, for the support and maintenance of the minor child, Patricia, during the minority or dependency of the latter.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 28th day of June, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

6748

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

IONE AMBROSE, Plaintiff, vs. THOMAS PAUL AMBROSE, Defendant.	No. 7427 Filed June 27 1949 at 10:55 o'clock A. M. Bessie Babcock Clerk By Rose Blanchard, Deputy.

DECREE OF DIVORCE

This cause having come on regularly for trial before the Court; the plaintiff appearing in person and by her attorneys, J. H. Felton and William J. Jones; the defendant having been duly and regularly served with summons and having failed to appear, and twenty days having elapsed and the default of the said defendant having been entered and filed in the said cause as provided by law; the Court having heard the evidence in support of plaintiff's complaint, the residence requirements provided by law having been corroborated; and the Court having heard the evidence in support of plaintiff's complaint, having made findings of fact herein supporting plaintiff's complaint, and having concluded as a matter of law that the plaintiff is entitled to the relief demanded in said complaint,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the plaintiff, Ione Ambrose, and the defendant, Thomas Paul Ambrose, be and the same are hereby dissolved, and that the plaintiff is awarded an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, custody and control of the minor child, Paloma Louise Ambrose, are awarded to the plaintiff, Ione Ambrose.

Dated at Moscow, Idaho, this 27 day of June, 1949.

A. L. Morgan
District Judge

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree of Divorce on file in my office.
Dated at Moscow, Idaho, this 27 day of June 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

6750

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

DOROTHY HARRIS, Plaintiff) No. 7410

-vs-)

ROLAND LEROY HARRIS, Defendant.) Filed June 9 1949 at 10:20 o'clock A M

BESSIE BABCOCK Clerk

By Rose Blanchard Deputy Clerk

DECREE OF DIVORCE

The above entitled matter came on regularly to be heard and tried before the Court this 8 day of June, 1946, the Plaintiff appearing in person and by her attorney of record, J. H. O'Donnell, and the Defendant appearing neither in person nor by attorney.

On said hearing it appeared to the satisfaction of the Court that service of Summons was duly and regularly made by personal service as appears by the Acceptance and Acknowledgement of service filed herein, and the Defendant having failed to appear and answer said Complaint within the time allowed by law and his time for appearing having expired and the default of said Defendant having been entered according to law,

And the Court having heard the testimony adduced on behalf of said Plaintiff and in support of her Complaint and the cause having been finally submitted to the Court for decision, the Court finds that the allegations stated in Plaintiff's Complaint on file herein are true and supported by the evidence.

NOW, THEREFORE BE IT ORDERED, ADJUDGED AND DECREED

BY THIS COURT AS FOLLOWS:

That the bonds of matrimony heretofore existing between the above named Plaintiff, Dorothy Harris, and the above named Defendant, Roland LeRoy Harris, be, and the same hereby are dissolved and the said parties, and each of them, are free from the married relation.

That the Defendant, Roland LeRoy Harris, be, and he is hereby ordered to pay to the Plaintiff, Dorothy Harris, the sum of $20.00 per month, alimony, so long as she remains living and unwed, the first payment to be made on the 10th day of June, 1949, and a like sum on the 10th day of each and every month thereafter, until further order of this Court, or until said Plaintiff remarries or dies.

Dated at Moscow, Idaho, this 8 day of June, 1949.

A. L. Morgan
Judge

STATE OF IDAHO,)
COUNTY OF LATAH) ss

I do hereby certify that the foregoing is a true copy of the original Decree of Divorce on file in my office.
Dated at Moscow, Idaho, this 10 day of June 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court in
Latah County, Idaho.

By Rose Blanchard
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

MARGARET SCHILLING,
Plaintiff,
-vs-
FRED SCHILLING,
Defendant.

No. 7425

Filed June 11 1949
at 10:35 A. M.
[illegible] CLERK
By Rose Blanchard Deputy Clerk

DECREE

The above entitled cause came on regularly for hearing before the above entitled Court on the 9 day of June, 1949; and the Court having heretofore made its findings of fact and conclusions of law; and being fully advised in the premises;

NOW, THEREFORE;

I.

It is hereby ordered, adjudged and decreed, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between Margaret Schilling and Fred Schilling be, and the same are hereby, dissolved, and the plaintiff is awarded an absolute decree of divorce.

II.

It is further ordered, adjudged and decreed, and this does order, adjudge and decree that the following enumerated household furniture be, and the same is hereby awarded to the plaintiff, free from any claims of the defendant:

Dining room set (Buffet, Table, 5 side chairs & 1 arm chair)
1 Rocker
Hassock
Vacuum cleaner & attachments
1 Writing desk
2 Platform rockers
2 End tables
Floor lamp

2 Table lamps
2 Smoke stands
1 Card table
MW Electric refrigerator
L&H Electric range
2 Cabinet shelves
3 Radios
1 Oil heater
1 Electric heater
1 Washing machine
All bed linens & blankets
All cooking utensils
Electric mixer
Electric percolator
Electric Popcorn popper
Set Rogers silverware
1 Set good dishes
4 Linoleums
1 Trunk & Contents

1 Davens
1 Cedar chest
Breakfast set (table & 4 chairs)
Frigidaire Elec. Water Heater (30 gal.)
1 Kitchen cabinet
2-Piece bedroom set, complete with mattress & springs
1 Sewing machine
3 Mirrors
All kitchen & bathroom towels
All dishes
Pop-Up toaster
Electric waffle iron
Electric clock
1 Silver tea set
All household linen
All curtains & drapes

III.

It is further ordered, adjudged and decreed, and this does order, adjudge and decree that the following items of community property are hereby awarded to the defendant upon payment to the plaintiff by the defendant of the sum of $250.00:

One truck
One Pick-up
Small buildings on leased premises
One calf

DATED this 10 day of June, 1949.

A. L. MORGAN
Judge

STATE OF IDAHO,
COUNTY OF LATAH } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Moscow, Idaho, this 11th day of June 1949.

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

6752

RECEIVED
JUN 18 1949
DIVISION OF VITAL
STATISTICS

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH.

VALMA McPHERON,

Plaintiff,

vs.

ROBERT JUNIOR McPHERON,

Defendant.

No. 7433

Filed June 14 1949

at 10:30 o'clock A. M.

[illegible], Clerk

By Rose Blanchard Deputy Clerk

DECREE

This cause came on duly and regularly for hearing before the above entitled court on the 14th day of June, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, her attorneys of record herein and it appearing that the defendant was duly and regularly served with process of summons herein on May 20, 1949, by the Sheriff's office of Allan County, Ohio, at Lima, Ohio, more than twenty (20) days prior to the date hereof, pursuant to order for service of summons outside the State duly and regularly made herein; that no appearance has been made by or on behalf of said defendant; that more than twenty (20) days have elapsed since said service of process; that defendant is in default herein; that due proof has been made herein establishing that the defendant is not now in the military service of the United States or in any related branch thereof, and the default of the defendant having been duly and regularly entered, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of plaintiff's complaint are true, and that the defendant, Robert Junior McPheron has been guilty of extreme cruelty toward the plaintiff and that by reason thereof plaintiff is entitled to a decree of divorce from the defendant.

NOW, THEREFORE, Premises Considered, the court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that the plaintiff, Valma McPheron, is now and for many years continuously prior to the filing of her Complaint herein, was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, Valma McPheron and the defendant, Robert Junior McPheron be and the same are hereby dissolved and the plaintiff is hereby granted an absolute decree of divorce from the defendant and the plaintiff's maiden name, Valma Baker, is hereby restored to her.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the parties have acquired no community property; that the plaintiff, Valma Baker, owned an undivided interest in real and personal property in Nez Perce County, State of Idaho consisting among other things of an undivided one-fourth (¼) interest in lands situate in Sections 34, 35 and 36, Township 36 North, Range 5, West of the Boise Meridian and an undivided one-fourth (¼) interest in a dairy and farming co-partnership consisting of Leo Phillip Teats and Carrie Baker Teats, his wife, and Vina Baker, a spinster, all of Lewiston, Nez Perce County, Idaho, and that the plaintiff owned said undivided interests in all of said property at the time of her marriage to the defendant, Robert Junior McPheron, and that no improvements have been made on said real property during said marriage, and that all of the interest of said plaintiff in and to said property is her sole and separate property and that neither the defendant Robert Junior McPheron nor the community heretofore composed of the plaintiff and defendant, has no interest whatsoever in and to said separate property of the plaintiff.

DONE in open court this 14th day of June, 1949.

ARTHUR L. MORGAN
District Judge

STATE OF IDAHO,
COUNTY OF LATAH } SS

I do hereby certify that the foregoing is a true copy of the original Decree filed in my office.
Attested at Moscow, Idaho, this 14 day of June 1949
Bessie Babcock
Clerk of the District Court
Second Judicial District
Latah County, Idaho
By Rose Blanchard Deputy.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

WILMA JOSEPHINE McPHERSON,
Plaintiff,
vs.
JERROLD EDWARD McPHERSON,
Defendant.

D E C R E E

No. 3269

6753

The above entitled cause came on regularly to be heard this 23rd day of May, 1949, in Chambers at Salmon, Idaho, and upon said hearing it appearing to the satisfaction of the Court, that the defendant herein was duly served in person with Summons herein, attached to a copy of the Complaint on file in this action; and the defendant having failed to appear and answer said complaint of the plaintiff and time for answering having expired, and no answer or other pleading having been filed, the default of the defendant, Jerrold Edward McPherson, was duly entered according to law, and on this day the plaintiff appeared in person and by her attorney, C. Walker Lyon, and introduced evidence in support of said complaint, by which it appears and the Court found:

That the plaintiff now is and has been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action; that the parties hereto were legally married on the 4th day of June, 1948, and afterward resided together as husband and wife; that the defendant is not now a member of the Military or Naval Service of the United States of America;

That it satisfactorily appears to the Court that the material allegations of the Complaint are sustained by competent testimony, free and clear from all exceptions as to its compet-

ency, admissability and sufficiency, and that the defendant has been guilty of extreme cruelty and the matters so alleged and proved were sufficient in law to entitle the plaintiff to have a dissolution of her marriage;

That there is an unborn child begotten which will be the issue of said marriage and the plaintiff is a fit and proper person to have the care and custody of such minor child when born; that the defendant is an able-bodied man capable of contributing $15.00 per each and every month towards the care and support of such minor child; that the plaintiff is without funds for medical expenses for the birth of such child and the defendant should pay all reasonable medical expenses in connection with such birth.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the bond of matrimony that exists between the parties hereto, be, and the same hereby is, dissolved, returning each to the status of a single person;

2. That the plaintiff, Wilma Josephine McPherson, be, and hereby is, awarded the custody of the child of the parties hereto with privileges to the defendant of visiting such child when born at any and all reasonable times, provided he is not in default in the payment of said support money.

3. That the defendant, Jerrold Edward McPherson, pay to the plaintiff the sum of FIFTEEN and NO/100 ($15.00) DOLLARS on the 15th day of the month in which said child is born and the further sum of $15.00 on or before the 15th day of each and every month thereafter until further order of Court, towards the support and maintenance of such child.

4. That the defendant, Jerrold Edward McPherson, pay all reasonable medical expenses incurred by the plaintiff in the birth of said child.

DATED in open Court this 23rd day of May, 1949.

Filed May 23rd, 1949
Book E of Judgments, Page 175
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy

/s/ Preston Thatcher

DISTRICT JUDGE

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. Simmonds, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE as the same appears of record in my office in Book E of Judgments, Page175, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 10th day of June, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.

By Betty Lue Smart Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEWIS.

No. 1452

FILED

AT 4 O'CLOCK P M.

JUN 8 1949

W. R. Emerson

Clerk of the District Court

By _____ DEPUTY

RUBY GARAI,

Plaintiff,

-vs-

JOHN GARAI,

Defendant.

JUDGMENT AND DECREE.

This cause came on regularly for hearing at Chamber Session of the above entitled court at Lewiston, Idaho, before Hon. Leo McCarty Judge of the said court, on this the 8 day of June, 1949, the plaintiff appearing in person and with her attorney of record G, C. Pennell, and the defendant having been duly and regularly served with summons herein issued and complaint herein filed, personally, as required by law, and the defendant having failed to appear herein and plead to plaintiff's complaint within the time specified in said summons, or within the time allowed by law therefor, or at all, and the necessary affidavit having been made and filed herein showing that said defendant is not now in the Military Service of the United States of America, as defined by the Soldier's and Sailor's Civil Relief Act, and the default of the said defendant having been duly and regularly entered herein, and certain proofs and evidence having been adduced herein upon behalf of said plaintiff, fsee and clear of all objections and exceptions as to competency and sufficiency as well as admiss ibility, and the Court being now fully advised in the premises now finds and decrees as follows:

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that all of the material allegations contained in plaintiff's complaint are teue and correct and are fully sustained by the proof and evidence, and that all and singular the law and the premises being fully understood and considered, the bonds of matrimony now existing between plaintiff and defendant, be and the same are hereby forver dissolved, and that they and each of them are hereby foever freed and released from all the obligations existing by reason of their said marriage, and that the former name of said plaintiff, viz, Ruby Bowles, be and the same is hereby restored to her.

Dome at Chamber Session of the above entitled court at Lewiston, Idaho, this the 8 day of June, 1949.

Leo McCarty
District Judge.

STATE OF IDAHO)
County of Lewis) SS

I hereby certify the above is a true copy of the original now on file in my office

W. R. Emerson Clerk of District Court

G. C. PENNELL
ATTORNEY AT LAW
NEZPERCE, IDAHO

K. 167 281

213

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

RHEA ALLGOOD, Plaintiff,	)	6755
vs.	)	DECREE OF DIVORCE
MERLIN ALLGOOD, Defendant.	)	

The above entitled cause came on regularly to be heard and tried by the court on the 6th day of June, 1949, the plaintiff appearing in person and by her attorney, Mary Smith of Rexburg, Idaho, and the defendant not appearing either in person or by attorney, and it appearing to the court that the defendant was duly and regularly served with summons in the County of Madison, State of Idaho,

And it further appearing to the court that defendant has failed to appear and plead in this cause, and the time for answering having expired and no answer or demurrer having been entered herein, and the default of the defendant having been entered herein, and it appearing that defendant is not now in the military service of the United States and was not in the military service of the United States at the time this action was commenced, and

It further appearing that plaintiff has been a resident of the State of Idaho for more than six full weeks prior to the commencement of this action, and that the defendant has been guilty of extreme cruelty toward plaintiff, and that all the allegations and avertments in plaintiff's complaint are true.

NOW, THEREFORE, on motion of plaintiff's attorney, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between plaintiff, Rhea Allgood, and defendant, Merlin Allgood, be ad the same is forever dissolved, set aside and held for naught, and said plaintiff and defendant, and each of them be, and they are hereby forever absolutely released

from the obligations thereof and each of them is restored to the status of a single person.

2. Plaintiff is hereby awarded the custody and control of minor child of plaintiff and defendant, Bonnie Jean, subject to defendant's right to visit said child at reasonable times.

3. Plaintiff is hereby awarded as her sole and separate property the community property consisting of household goods and furniture, free and clear of all encumbrances and the defendant is hereby ordered and directed to pay the mortgaged indebtedness against such household goods and furniture.

4. Defendant is hereby awarded the community property consisting of the 1941 Chevrolet, as his sole and separate property, subject to the mortgaged indebtedness against said car.

5. Defendant is hereby ordered and directed to pay to plaintiff for the support and maintenance of said minor child the sum of $50.00 a month commencing the 6th day of June, 1949, and continuing on the 6th day of each and every month thereafter.

6. Plaintiff is hereby awarded judgment against defendant in the amounts of $100.00 for her attorneys fees and $16.40 for her costs of action.

Dated this 6th day of June, 1949.

_____

District Judge.

2696

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

MARGUERITE J. LARSEN, Plaintiff, vs. DARRELL R. LARSEN and GEORGE R. LARSEN and Darrell R. Larsen and George R. Larsen, doing business as Larsen Music Co., a co-partnership, Defendants.	) ( ) ( ) ( ) (	6756 DECREE OF DIVORCE

This matter came on regularly to be heard and tried by the court on the 10th day of June, 1949, upon plaintiff's complaint and upon the written stipulation and waiver entered into between plaintiff and defendant on file herein, wherein the defendant, Darrell R. Larsen, withdrew his answer and dismissed his cross-complaint on file herein and refused to plead further, and wherein the plaintiff and defendant settled and adjusted their property rights, the custody of their minor child and her support and maintenance.

That on the 25th day of March, 1949, the court made and entered its order sustaining the demurrer of the plaintiff to the cross complaint of the defendant, George R. Larsen and on motion of the plaintiff the cross complaint of George R. Larsen is hereby dismissed; that on the 18th day of May, 1949, before this court at Rexburg, Idaho, the defendants, Darrell R. Larsen and George R. Larsen, stipulated in open court that they were associated together as equal partners in the Larsen Music Company.

That on this 10th day of June, 1949, plaintiff was present in court represented by her counsel, W. Lloyd Adams and Mary Smith of Rexburg, Idaho, and the defendant, Darrell R. Larsen, did not appear either in person or by attorney, and the plaintiff having given testimony in support of her complaint and it appearing that

the plaintiff has been a resident of the State of Idaho for more than six full weeks prior to the commencement of this action and that the defendant has been guilty of extreme cruelty toward plaintiff and that all of the allegations and avertments in plaintiff's complaint are true.

NOW, THEREFORE, on motion of plaintiff's attorneys, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between the plaintiff, Marguerite J. Larsen, and the defendant, Darrell R. Larsen, be and the same is forever dissolved, set aside, and held for naught, and said plaintiff and defendant, and each of them be, and they are hereby forever absolutely released from the obligations thereof and each of them is restored to the status of a single person.

2. Said stipulation be and the same is hereby approved and allowed.

3. Plaintiff is hereby awarded the care, custody and control of the minor daughter of plaintiff and defendant, Lisbeth Alice Larsen, subject to defendant's right to visit said child at reasonable times.

4. The defendant is hereby ordered and directed to pay to plaintiff for the support and maintenance of said minor child the sum of $50.00 a month commencing June 10, 1949, and continuing thereafter on the 10th day of each and every month until the 10th day of June, 1953, on which date the defendant shall pay the plaintiff $75.00 a month each and every month thereafter for the support and maintenance of said minor child.

5. The following described property be, and the same is hereby awarded to the plaintiff as her sole and separate property for her sole and separate use and benefit:

> Household goods, furniture and fixtures and equipment of every kind and nature now located in the home in Rexburg, Idaho, as well as plaintiff's own personal effects and wearing apparel and all personal effects and wearing apparel of the said minor child. Also the rings consisting of a black pearl setting surrounded with diamonds and wedding ring, and the 1948 Pontiac Convertible Sedan.

the following described real estate situated in Rexburg, Madison County, Idaho:

> Commencing at the Southwest corner of Lot 3, Block 21 of the City of Rexburg, Idaho, as per the recorded plat thereof, and running thence East 71 feet; thence North 70 feet; thence East 52 feet; thence North 71 feet; thence West 21 feet; thence South 20 feet; thence West 102 feet; thence South 121 feet to the place of beginning. Six feet along the East line of the above described property is subject to a right of way for men, animals and vehicles.

Said real estate is awarded to the plaintiff subject to a mortgage to the First Security Bank of Idaho, which the plaintiff shall assume and pay, and the said 1948 Pontiac Convertible Sedan is awarded to the plaintiff subject to a lien which the plaintiff is to assume and pay.

6. The plaintiff is hereby awarded judgment against the defendant for the sum of $5,000.00 without interest, and the defendant is ordered and directed to pay the plaintiff said $5,000.00 as follows: $2,000 upon the signing of the stipulation between the parties hereto, the receipt whereof is acknowledged by the plaintiff, $1,000 on June 10, 1950; $1,000 on June 10, 1951, and $1,000 June 10, 1952. The defendant, Darrell R. Larsen, is hereby divested of all right, title and interest in and to the above described real and personal property awarded to the plaintiff.

7. The following described property be, and the same is hereby awarded to the defendant, Darrell R. Larsen, as his sole and separate property for his sole and separate use and benefit:

> All of the right, title and interest of the parties hereto in and to the partnership of the Larsen Music Company, and all of the defendant's personal effects and wearing apparel.
>
> Certain unimproved residential lots near Prescott, Arizona.

8. The defendant, Darrell R. Larsen, is hereby ordered and directed to re-instate that certain educational life insurance policy which he has upon his life with the Western Life Insurance Company in the amount of $5,000, for the benefit of his daughter, Lisbeth Alice Larsen; that the beneficiary of said policy shall

be changed from Marguerite J. Larsen to Lisbeth Alice Larsen; that in the event the defendant, Darrell R. Larsen, is unable to reinstate said policy, he is hereby ordered and directed to secure its equivalent in another policy for the benefit of said Lisbeth Alice Larsen, and at all times to keep said policy of insurance in good standing for the benefit of said Lisbeth Alice Larsen.

9. The defendant, Darrell R. Larsen, is hereby ordered and directed to pay and assume all community indebtedness with the exception of that assumed by the plaintiff above.

10. Plaintiff and defendant are hereby ordered and directed to execute and deliver forthwith to the other quit claim deed to the real property as it is awarded above, and the defendant is ordered and directed to transfer title to said car to the plaintiff.

11. It is further ordered, adjudged and decreed that the defendant, George R. Larsen, has no right, title or interest in and to the real property heretofore awarded and decreed to the plaintiff, Marguerite J. Larsen, and his claim of lien thereto is hereby dismissed and held for naught.

Dated this 10th day of June, 1949.

Isaac McDougall
District Judge.

2688

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

OPAL PIERCE, Plaintiff,	)	6757
vs.	)	DECREE OF DIVORCE
RALPH PIERCE, Defendant.	)	

This matter came on regularly to be heard and tried by the court on the 17th day of June, 1949, upon plaintiff's complaint and upon the written stipulation and waiver entered into between the plaintiff and defendant on file herein, wherein the defendant withdrew his answer and refused to plead further and wherein the plaintiff and defendant settled and adjusted their property rights.

That the plaintiff was present in court and represented by her counsel, Mary Smith and W. Lloyd Adams of Rexburg, Idaho, and the defendant did not appear either in person or by attorney and the plaintiff having given testimony in support of her complaint, and

It appearing that the plaintiff has been a resident of the State of Idaho for more than six full weeks prior to the commencement of this action and that defendant has been guilty of extreme cruelty toward plaintiff and that all of the allegations and averments in plaintiff's complaint are true.

NOW, THEREFORE, on motion of plaintiff's attorneys, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between the plaintiff, Opal Pierce, and the defendant, Ralph Pierce, be and the same is forever dissolved, set aside, and held for naught, and said plaintiff and defendant, and each of them be, and they are hereby forever absolutely released from the obligations thereof and each of them is restored to the status of a single person.

2. Said stipulation be and the same is hereby approved and allowed.

3. Plaintiff is hereby awarded as her sole and separate property for her sole and separate use and benefit the following:

Silverware, dishes and personal effects and wearing apparel.

An undivided one-half interest in and to Lot 2, Block 14 of the Townsite of West Yellowstone, Montana, Gallatin County, Montana, which the parties hereto are purchasing under contract of sale dated January 23, 1948, with Earl M. Sexton and Erma N. Sexton, husband and wife.

4. That the defendant is hereby awarded as his sole and separate property for his sole and separate use and benefit the following:

Dodge car, and his personal effects and wearing apparel.

An undivided one-half interest in and to Lot 2, Block 14 of the Townsite of West Yellowstone, Montana, Gallatin County, Montana, which the parties hereto are purchasing under contract of sale dated January 23, 1948, with Earl M. Sexton and Erma N. Sexton, husband and wife.

Dated this 17th day of June, 1949.

Henry S. Martin
District Judge.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

* * *

MURIEL DRAKE THOMPSON,

Plaintiff,

-vs-

EUGENE G. THOMPSON,

Defendant.

DECREE OF DIVORCE

* * *

The above entitled cause came on regularly for hearing at the request of the plaintiff in Open Court at Rupert, Minidoka County, Idaho, on this day of June, 1949, before the Honorable Hugh A. Baker, Judge of said Court. The plaintiff appeared in person and the defendant did not appear either in person or by counsel. It appeared to the Court that the defendant had by an instrument in writing duly signed and acknowledged by him, waived due and legal service of the Summons and Complaint in this action, and voluntarily entered his appearance herein and consented that this cause may be tried on any day satisfactory to plaintiff's counsel without notice to the defendant, and that it may be held as a default matter and that the Clerk of the said Court, upon the filing of the said acceptance and waiver and after it had been made to appear to him therefrom that the defendant is not in the military service of the United States, had duly and regularly entered the default of the defendant.

Witnesses on the part and behalf of the plaintiff were sworn and examined and certain documentary evidence was offered and the plaintiff rested and the cause was submitted

to the Judge for consideration and decision and it appearing to the Judge that the allegations contained in plaintiff's Complaint are true and are sustained by evidence free from all objections as to its competency, relevancy and admissibility, and that the plaintiff is entitled to a decree of divorce from the defendant and to a decree awarding to her the care, custody and control of the minor child of the parties hereto hereinafter named.

And it further appearing that the parties hereto had entered into an agreement settling, adjusting and dividing their property and property interests, and that said agreement was reached and entered into without fraud, undue influence or coercion on the part of either thereto against the other, but was entered into by the parties after due consideration and deliberation and after each party had consulted with and obtained the advice of persons of his or her selection and that said agreement is not contrary to the public policy of the State of Idaho in all respects is fair, just, reasonable and equitable and should in all respects be ratified, approved and adopted by the decree of this Court.

WHEREFORE; By reason of the law and the premises aforesaid:

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Muriel Drake Thompson and Eugene G. Thompson, the defendant, be and the same are hereby dissolved and that each party hereto be and each of them is hereby released from all objections thereof and that the care, custody and control of Lewis Craig Thompson, a son, born on the 9th day of November, 1947, be and the same is hereby given and awarded to the plaintiff, subject to a right on the

part of the defendant to visit said children at reasonable times, intervals and periods; provided, however, that said defendant, during said visitations conducts himself in all respects in proper manner; provided, also, that the plaintiff may refuse leave to the defendant to see and visit the said child in the event that he is under the influence of intoxicating liquor in whatever degree; provided, also, that the plaintiff agrees to keep the said child at all times in a wholesome and satisfactory environment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the agreement so made and entered into between the parties hereto for the settlement, adjustment and division of their property and property rights and interests, a copy of which is attached to plaintiff's Complaint on file herein, be and the same is hereby in all respects approved, ratified and adopted as a fair, just, reasonable and equitable settlement and division of the property rights and interests of the parties hereto and by the way of enforcing and based upon said agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff, Muriel Drake Thompson, be and she is hereby decreed to be the owner of, and is hereby given and awarded as her separate property and estate, free and clear of all claims, interests or estate on the part of the defendant the following described personal property:

> All the household furniture, furnishings, draperies, dishes, except kitchen utensils and all other personal property of every kind and nature in or used in connection with the home in which the wife was living at the time of the separation of these parties, which home was located in the City of Pocatello, County of Bannock, State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the

defendant, Eugene G. Thompson, be and he is hereby decreed to be the owner of, and is hereby given and awarded as his separate property and estate, free and clear of all claims, interests or estate on the part of the plaintiff, the following described personal property:

> One certain automobile, the title of which now stands in the name of the husband, and also all of the kitchen utensils used in and about the community home of the parties hereto as above described, and more particularly described as one deep wearever aluminum set.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said defendant pay the community debts and obligations of the said parties hereto and at all times and in all respects save and hold the plaintiff and the property decreed to her harmless therefrom.

Dated in Open Court at Rupert, Minidoka County, Idaho, this day of June, 1949.

/s/ HUGH A. BAKER
District Judge

STATE OF IDAHO)
) ss.
County of Minidoka)

I, WORTH S. ELTON, Clerk of the District Court of the Eleventh Judicial District of the State of Idaho in and for Minidoka County, do hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce made and entered in said Court on the day of June, 1949, in the cause w erein Muriel Drake Thompson was plaintiff and Eugene G. Thompson was defendant and that the original of said Decree is now on file and of record in my office in the City of Rupert, Minidoka County, Idaho.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said Court this day of June, 1949.

Worth S. Elton
Clerk of the District Court
by Velma Shuster

6759

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

MAXINE MORGAN,

Plaintiff,

vs.

WARREN MORGAN,

Defendant.

DECREE

The above entitled matter came on for hearing before me, H. A. Baker, one of the Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Minidoka, at my chambers in the City of Rupert, County of Minidoka, State of Idaho, and within the Eleventh Judicial District of the State of Idaho, the plaintiff appearing in person and with witnesses and with her counsel, H. V. Greason, the defendant appearing not; and it appearing from the recordsand files in said cause that the defendant has been duly and regularly served with summons and complaint and that the default of the defendant has been duly and regularly entered, his time of appearance having expired; and it further appearing from the records and files that the said defendant is not in the military service of the United States of America within the meaning of the Soldiers and Sailors Civil Relief Act; and it further appearing that it is a proper matter to be heard at chambers.

WHEREUPON, witnesses were called, sworn and testified for and on behalf of the plaintiff, and the court after listening to all of said testimony, free of all legal objections thereto, and being fully advised in the premises, makes and enters its findings as follows:

1. The court finds that the plaintiff now is and for more than six weeks next preceding commencement of this action is and has been an actual and bona fide resident of the State of Idaho.

2. The court finds that the plaintiff and defendant were intermarried on or about the 11th day of October, 1940, and now are and ever since said time have been husband and wife.

3. The court further finds that there was born the issue of said marriage the following minor children: Lanny Ray Morgan, age 7 years, and Sharon Kay Morgan, age 4 years.

4. The court further finds that the said plaintiff and defendant do not have and have not acquired any community property.

5. The court further finds that the plaintiff is a proper person to have the care, control and custody of said minor children, subject to the right of the defendant to see said minor children at all reasonable times and places.

6. The court finds that the defendant is an able-bodied man, gainfully employed, and that the sum of $60.00 per month is a reasonable sum to be allowed to the plaintiff for the support and maintenance of said minor children until said minor children shall have reached the age of eighteen years.

7. The court further finds that the plaintiff havingproven all of the material allegations of her complaint, that it is a proper matter for the entry of a decree of divorce.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the plaintiff, Maxine Morgan, and the defendant, Warren Morgan, be and the same are hereby dissolved, and that a decree of divorce be made and entered in favor of the plaintiff and against the defendant.

2. That the plaintiff have the care, control and custody of the minor children, Lanny Ray Morgan and Sharon Kay Morgan, subject to the right of the defendant to see said minor children at all reasonable times and places.

3. That the plaintiff be decreed the sum of $60.00 per month for the support and maintenance of said minor children.

Made and entered in my chambers this 31st day of May, 1949, in the City of Rupert, County of Minidoka, and within the Eleventh Judicial District of the State of Idaho.

H. A. Baker
District Judge

STATE OF IDAHO,)
) ss.
County of Minidoka.)

I, Worth S. Elton, the duly elected, acting and qualified Clerk of the District Court of the Eleventh Judicial District of the State of Idaho, in and for the County of Minidoka, do certify that the foregoing is a full, true and correct copy of the original decree filed and recorded in the above entitled cause of action.

IN WITNESS WHEREOF, I hereunto set my hand and seal of said court this 3rd day of June, 1949.

Worth S. Elton
Clerk, District Court

By Velma Hunter
Deputy

X

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MINIDOKA COUNTY.

-o-

ROLLAND JACKSON,

Plaintiff,

vs.

ZELMA JACKSON,

Defendant.

DECREE OF DIVORCE

-o-

The above entitled cause came on regularly for hearing at the request of the plaintiff at Chambers at Burley, Cassia County, Idaho, on this 4th day of May, 1949, before the Honorable Kales E. Lowe, one of the Judges of said Court. The plaintiff appeared in person and by his counsel, Sherman J. Bellwood, and the defendant did not appear in person or by counsel. It appeared to the Court that the defendant, Zelma Jackson, was duly and regularly served with summons and copy of complaint within the County of Minidoka, State of Idaho and that said defendant did not appear in said action or answer or otherwise plead to plaintiff's complaint on file herein within the time limited by law; and that the Clerk of said Court, upon the affidavit of the plaintiff that the defendant is not in the Military Service of the United States of America and pursuant to an order of said Court heretofore filed and directing that the default of said defendant by entered, duly and regularly entered the default of the said defendant according to law.

Witnesses on behalf of the plaintiff were sworn and examined and certain documentary evidence was admitted, and the plaintiff rested and the cause was submitted to the Judge of said Court for consideration and decision; and it appeared to the Judge of said Court that the allegations contained in plaintiff's complaint are true and are sustained by evidence free from all objections as to competency, relevancy and admissibility, and that the plaintiff is entitled to a Decree of said Court in accordance with the prayer of his complaint.

WHEREFORE, by reason of the law and premises aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the plaintiff, Rolland Jackson, and the defendant, Zelma Jackson, be and the same hereby are dissolved and that each of the parties hereto be and he and she hereby are restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the agreement made and entered into between the parties hereto for the settlement, adjustment and division of their property and property rights and interests and the care, custody, control and maintenance of the minor child of the plaintiff and defendant, a copy of which is attached to plaintiff's complaint on file herein, be and the same hereby is in all respects approved, ratified and adopted as a fair, just, reasonable and equitable settlement and

division of the property rights and interests of the parties hereto, and the care, custody, control and maintenance of their minor child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, Zelma Jackson, be and she hereby is awarded the care, custody and control of Connie Jackson, minor child of said plaintiff and defendant, and her education during her minority, subject, however, to the right of the plaintiff, Rolland Jackson, to see and visit with said minor child at reasonable times of reasonable duration, and subject further to the right of said minor child, now of the age of thirteen years, to visit the said plaintiff at reasonable times of reasonable duration, should she so desire, without interference on the part of the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that until the further order of the court, or until said minor child attains the age of majority or is sooner married or deceased, the plaintiff, Rolland Jackson, pay to the defendant, Zelma Jackson, or to such mutually agreeable person as shall have the actual physical custody of said minor child for the support and maintenance of said minor child, the sum of $50.00 per calendar month commencing with the calendar month of May, 1949, and a like sum each and every calendar month thereafter.

IT IS FURTHER ORDERED AND DECREED that the plaintiff, Rolland Jackson, be and he hereby is awarded, as his separate property and estate, free and clear of all claims, interests or estate on the part of the said defendant, the following described property for his sole and separate benefit and use:

1940 Ford Two-door Sedan, Motor No. 18-5876742, Title No. A 465002,

A moveable two-room frame dwelling, formerly occupied by the said plaintiff and defendant,

Miscellaneous household furniture, located in said dwelling,

Money on deposit in checking account, Idaho First National Bank, Rupert, Idaho.

Done at Chambers at Burley, Cassia County, Idaho this 4th day of May, 1949.

Kales E. Lowe
Judge, District Court.

STATE OF IDAHO)
) ss.
County of Minidoka)

I, Worth S. Elton, Clerk of the District Court of the Eleventh Judicial District of the State of Idaho in and for Minidoka County, do hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce made and entered in said court on the 4th day of May, 1949, in the case wherein Rolland Jackson was plaintiff and Zelma Jackson was defendant and that the original of said decree is now on file and of record in my office in the City of Rupert, Minidoka County, Idaho.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said Court this 4th day of May, 1949.

Worth S. Elton
Clerk of the District Court
of the Eleventh Judicial District of the State of Idaho,
in and for Minidoka County.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR MINIDOKA COUNTY

-O-

LOA BROWER ROBINSON,
Plaintiff

vs.

IRVIN D. ROBINSON,
Defendant.

DECREE OF DIVORCE

-O-

This cause came on regularly to be heard on the 12th day of May, 1949, before Honorable H. A. Baker, one of the Judges of the above entitled Court, in Chambers, in Rupert, in the County of Minidoka, State of Idaho, upon the complaint of the plaintiff filed herein, and the plaintiff appearing in person and by George E. Redford, her attorney, and the defendant not appearing and no one appearing for him. Thereupon it appeared to the Court that the said defendant was duly served with process herein and had signed a written waiver of the time to appear and answer the complaint and had requested the entry of a default judgment against him forthwith, and that the plaintiff be forthwith permitted to submit her evidence to substantiate the allegations of her complaint, and that no appearance, answer or demurrer had been made or filed herein by, or on behalf of, the defendant; that the default of the defendant for his failure to appear and plead to the complaint of the plaintiff in the manner provided by law, or otherwise, having been duly entered herein in the manner provided by law, by the Clerk of this Court. Thereupon witnesses on behalf of the plaintiff were sworn and examined and the plaintiff rested. The Court being fully advised in the premises, Findings of Fact and Conclusions of Law being waived as a matter of law by the defaulting defendant, and being expressly waived by the

plaintiff, orders that judgment be entered for the plaintiff in accordance therewith.

NOW, THEREFORE, by reason of the Law and Findings aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

First: That the bonds of matrimony heretofore and now existing between plaintiff, Loa Brower Robinson, and defendant, Irvin D. Robinson, be, and the same are hereby dissolved, cancelled, set aside, and held for naught, and the said plaintiff, Loa Brower Robinson, be, and she is hereby, forever divorced from the said defendant, Irvin D. Robinson, and the plaintiff and defendant are hereby restored to the status of single persons.

Second: That the plaintiff be, and she is hereby, awarded the exclusive care, control and custody of Dona Robinson and Jo Ann Robinson.

Dated this 12 day of May, 1949

/s/ Hugh A. Baker
District Judge

STATE OF IDAHO)
) ss.
County of Minidoka)

I, Worth S. Elton, Clerk of the District Court, Ex-officio Auditor and Recorder, in and for the County of Minidoka, State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce now on file in my office in the City of Rupert, Idaho, in Book 4 of Reg of Actions at Page 194.

Given under my hand and seal at Rupert, Idaho, this 12 day of May, 1949.

Worth S Elton
Clerk of the District Court
by Velma Hunter Deputy

6762

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

MARGARET HOWELL,

Plaintiff,

vs.

JOHN W. HOWELL,

Defendant.

DECREE

The above entitled matter came on for hearing before me, H.A. Baker, one of the Judges of the Eleventh Judicial District of the State of Idaho, in and for the Countyof Minidoka, at my chambers in the City of Rupert, County of Minidoka, State of Idaho, and within the Eleventh Judicial District of the State of Idaho, the plaintiff appearing in person and with witnesses and with her counsel, H. V. Greason, the defendant appearing not; and it appearing from the records and files in said cause that the defendant has been duly and regularly served with summons and complaint and that the default of the defendant has been duly and regularly entered, his time of appearance having expired; and it further appearing from the records and files that the said defendant is not in the military service of the United States of America within the meaning of the Soldiers and Sailors Civil Relief Act; and it further appearing that it is a proper matter to be heard at chambers.

WHEREUPON, witnesses for the plaintiff were called, sworn and testified for and on behalf of the plaintiff, and the court after listening to all of said testimony, free of all legal objections thereto, and being fully advised in the premises, makes and enters its findings as follows:

1. The court finds that the plaintiff now is and for more than six weeks next preceding commencement of this action is and has been an actual and bona fide resident of the State of Idaho.

2. The court finds that the plaintiff and defendant were duly and regularly married on or about the 23rd day of June, 1946, and ever since said time have been husband and wife.

3. The court finds that there was born the issue of said marriage one minor child, Kathleen Howell, of the age of 18 months.

4. The court further finds that the only community property acquired by the plaintiff and defendant during their coverture consists of a limited amount of household goods,which said household goods are now in the possession of the plaintiff.

5. The court further finds that the plaintiff is a proper person to have the care, control and custody of said minor child, subject to the right of the defendant to see said minor child at all reasonable times and places.

6. The court finds that the defendant is gainfully employed and that the sum of $20.00 per month is a reasonable sum to be allowed to the plaintiff for the support and maintenance of said minor child.

7. The court further finds that the plaintiff having proven all of the material allegations of her complaint, that it is a proper matter for the entry of a decree of divorce.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the plaintiff, Margaret Howell, and the defendant, John W. Howell, be and the same are hereby dissolved, and that a decree of divorce be made and entered in favor of the plaintiff and against the defendant.

2. That the plaintiff have the care, control and custody of the minor child, Kathleen Howell, subject to the right of the defendant to see said minor child at all reasonable times and places.

3. That the plaintiff be decreed the sum of $20.00 per month for the support and maintenance of said minor child.

Made and entered in my chambers this 9th day of ~~May~~ June, 1949, in the City of Rupert, County of Minidoka, and within the Eleventh Judicial District of the State of Idaho.

H. A. Baker
District Judge

STATE OF IDAHO,)
) ss.
County of Minidoka.)

I, Worth S. Elton, the duly elected, acting and qualified Clerk of the above entitled court, do hereby certify that the foregoing is a full, true and correct copy of the original decree filed and recorded in the above entitled cause of action.

IN WITNESS WHEREOF, I hereunto set my hand and seal of the court this 9th day of ~~May~~ June, 1949.

Worth S. Elton
Clerk of the Court

By _____
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MINIDOKA COUNTY

-O-

MARION LOUISE BUTLER,
Plaintiff,
vs.
WENDELL BUTLER,
Defendant.

DECREE OF DIVORCE

-O-

The above entitled cause came on regularly for hearing at the request of the plaintiff in open court at Rupert, Minidoka County, Idaho on this 9th day of June, 1949, before the Honorable Hugh A. Baker, Judge of said Court, The plaintiff appeared in person and the defendant did not appear either in person or by counsel. It appeared to the Court that the defendant had by an instrument in writing, duly signed and acknowledged by him, admitted due and legal service of the Supplemental Summons and the Amended and Supplemental Complaint upon him in Minidoka County, Idaho and had expressly waived the time allowed by law for appearance in said action, had refused to appear in said action or to answer or otherwise plead to plaintiff's Amended and Supplemental Complaint on file herein and that the Clerk of said Court upon the filing of said acceptance and waiver and after it had been made to appear to him therefrom that the defendant is not in the military service of the United States, had duly and regularly entered the default of the defendant.

Witnesses on the part and behalf of the plaintiff were sworn and examined and certain documentary evidence was offered and the plaintiff rested and the cause was submitted to the Judge for consideration and decision and it appearing to the Judge that the allegations contained in plaintiff's Amended and Supplemental Complaint are true and are sustained by evidence free from all objections as to its competency, relevancy and admissibility and that the plaintiff is entitled to a decree of divorce from the defendant and to decree awarding to her the care, custody and control of the minor children of the parties hereto hereinafter named.

And it further appearing that the parties hereto had entered into an agreement settling, adjusting and dividing their property and property interests and that said agreement was reached and entered into without fraud, undue influence or coercion on the part of either thereto against the other but was entered into by the parties after due consideration and deliberation and after each party had consulted with and obtained the advice of persons of his or her selection and that said agreement is not contrary to the public policy of the State of Idaho, in all respects is fair, just, reasonable and equitable and should in all respects be ratified, approved and adopted by the decree of this Court.

WHEREFORE By reason of the law and the premises aforesaid:

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Marion

Louise Butler, and the defendant, Wendell Butler, be and the same are hereby dissolved and that each party hereto be and each of them is hereby released from all objections thereof and that the care, custody and control of Ronald Eugene Butler, a son, born May 14, 1942, and Wendy Claire Butler, a daughter, born May 28, 1944, be and the same are hereby given and awarded to the plaintiff subject to a right on the part of the defendant to visit said children at reasonable times, intervals and periods provided, however, that said defendant during said visitations conducts himself in all respects in proper manner, provided also that the plaintiff may refuse leave to the defendant to see and visit the said children in the event that he is under the influence of intoxicating liquor in whatever degree. Neither of the parties hereto shall attempt to influence said children unfavorably to the other party, and neither of the parties hereto shall remove said children from the State of Idaho, without a written agreement with the other party or an order of the Court so authorizing either party so to do.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That until the further order of the Court in the premises, the defendant pay to the plaintiff monthly beginning on the 10th day of June, 1949, the sum of $100.00 per month for the maintenance and support of said children and that in addition thereto the defendant pay such medical and other expenses as may be incurrred on account of the illness of or injury to the said minor children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the agreement so made and entered between the parties hereto for the settlement, adjustment and division of their property and property rights and interests, a copy of which is attached to plaintiff's Amended and Supplemental Complaint on file herein, be and the same is hereby in all respects approved, ratified and adopted as a fair, just, reasonable and equitable settlement and division of the property rights and interests of the parties hereto and by the way of enforcing and based upon said agreement,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff Marion Louise Butler, be and she is hereby decreed to be the owner of, and is hereby given and awarded as her separate property and estate free and clear of all claims, interests or estate on the part of the defendant, the following described real property located in Minidoka County, Idaho, to-wit:

> Lot Nine (9) of Block Seventy-eight (78) of the original townsite of the City of Rupert, State Of Idaho, according to the official plat thereof now on file in the office of the County Recorder of Minidoka County, State of Idaho, mortgaged to the Idaho First National Bank, Rupert Branch, for the sum of two thousand five hundred dollars ($2,500.00), principal, the said mortgage being recorded at page 272 of Book 28, Mortgages, on the 25th day of March, 1948, in the office of the County Recorder, Minidoka County, State of Idaho, together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertained.

Also all household furniture, fixtures and equipment, including chinaware, glassware, silverware, cooking utensils, food and food supplies in the dwelling house located upon said property; also all wearing apparel, jewlery and personal effects.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant pay in full, and save the said plaintiff, Marion Louise Butler, harmless from the payments due on the before mentioned mortgage during that period of time that the said plaintiff and the said children remain and live in the house located on said property and the said plaintiff, Marion Louise Butler, remains unmarried. Provided, however, that in the event the said plaintiff remarries or sells, leave or otherwise removes herself and the said children from the occupancy of said house, then, in that event, the said monthly payments on the said mortgage, as beforesaid, are to be assumed and paid by said plaintiff, Marion Louise Butler, and the said Defendant, Wendell Butler, will then be relieved and discharged from all obligation hereunder to make the said payments, as beforesaid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED Likewise in enforcement of said agreement that the said defendant, Wendell Butler, is hereby given and awarded as his separate property and estate free and clear of all claims, interests or estate on the part of the plaintiff, the following described real property located in Minidoka County, Idaho, to-wit:

All of her right , title, ownership and interest in and to Lot Numbered Two (2) in Block Numbered Eighty-six (86) of the original townsite of Rupert, Idaho. The interest of the said wife hereby so conveyed being a community interest in and to a certain agreement of sale between and among G. L. Acock and Nettie Acock, husband and wife, Murray Goold and Bethane Goold, husband and wife, sellers, and the Western Metal Works, a co-partnership, purchasers, and,

All of her right, title, and interest in and to that certain 1947 Ford Sedan automobile, the title of which now stands in the name of the husband.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said defendant pay the community debts and obligations of the parties hereto and at all times and in all respects save and hold the plaintiff and the property decreed to her harmless therefrom

Dated in open court at Rupert, Minidoka County, Idaho this 9th day of June, 1949.

/S/ Hugh A. Baker
District Judge

STATE OF IDAHO)
) ss.
County of Minidoka)

I, WORTH S. ELTON, Clerk of the District Court of the Eleventh Judicial District of the State of Idaho in and for Minidoka County, do hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce made and entered in said Court on the 9th day of June, 1949, in the case wherein Marion Louise Butler was plaintiff and Wendell Bulter was defendant and that the original of said Decree is now on file and of record in my office in the City of Rupert, Minidoka County, Idaho.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said court this 9th day of June, 1949.

Worth S. Elton
Clerk of the District Court

PROPERTY SETTLEMENT

This agreement, made and executed in quadruplicate this 26th day of April, 1949, by and between Wendell Butler, party of the first part, sometimes hereinafter referred to as the husband, and Marion Louise Butler, party of the second part, sometimes hereinafter referred to as the wife, both of the City of Rupert, County of Minidoka, State of Idaho,

WITNESSETH:

Whereas, the parties hereto were lawfully married on or about the 7th day of March, 1941, at Ogden, Utah, and ever since have been and now are husband and wife; and

Whereas, there was born to the said parties two children, to-wit: Ronald Eugene Butler, born May 14, 1942, and Wendy Claire Butler, born May 28, 1944; and

Whereas, in consequence of disputes and unhappy differences, the parties have separated and are, and for more than twenty days last past, have been, living apart and since their said separation, have agreed to live separate and apart during their natural lives; and

Whereas, it is the mutual wish and desire of said parties that a full and final adjustment of all of their property rights, interests, and claims be had, settled, and determined by said parties in this agreement, including the custody and maintenance of the two minor children of said parties.

Now, therefore, it is agreed that in consideration of the mutual promises, agreements, and covenants contained herein, it is covenanted, agreed, and promised by each party hereto, to and with the other party hereto, as follows:

First: That, except as hereinafter specified, each party hereto is hereby released and absolved from any and all obligations and liabilities for the future acts and duties of the other, and that each of said parties hereby releases the other from any and all liabilities, debts, or obligations of any kind or character incurred by the other from and after this date, and from any and all claims and demands, including all claims of either party upon the other for support and maintenance as wife or husband or otherwise, it being understood that this instrument is intended to settle the rights of the parties hereto in all respects, except as hereinafter provided.

Second: That any and all property acquired by either of the parties hereto from and after the date hereof, shall be the sole and separate property of the one so acquiring same, and each of said parties hereby respectively grants to the other all such future acquisitions of property as the sole and separate property of the one so acquiring the same.

Third: That each of said parties shall have an immediate right to dispose of or bequeath by will his or her respective interest in and to any and all property belonging to him or her from and after the date hereof, and that said right shall extend to all of the aforesaid future acquisitions of property as well as to all property, set over to either of the parties hereto under this agreement.

Fourth: That said parties hereto each hereby waive

any and all right to the estate of the other left at his or her death and forever quitclaim any and all right to share in the estate of the other, by the laws of succession, and said parties hereby release one to the other all right to be administrator or administrtrix or execuor or executrix of the estate of the other and hereby release and waive all right to inherit under any will of the other and each of the said parties hereby waive any and all right of homestead in the real property of the other, and said parties hereby waive any and all right to the estate or any interest in the estate of the other for family allowance by way of inheritance, and from the date of this agreement to the end of the world said waiver of the other in the estate of the other party shall have all the rights of single persons and maintain the same relation of such toward each other.

Fifth: The wife does and shall accept the provisions herein made for her in full satisfaction of her right to the community property of the respective parties hereto, and in full satisfaction of her right to support and maintenance, and for the support and maintenance of said minor child as herein provided. The wife hereby covenants and agrees so long as the husband shall duly keep and perform the covenants, agreements, and conditions to be kept and performed by him hereunder, she will not at any time hereafter contract any debts, charge, or liability whatsoever, for which the husband or his property or his estate shall or may be or become liable or answerable and the wife hereby covenants and agrees that she will at all times hereafter so long as the husband shall make the payments herein provided for, keep the husband free and harmless from any and all debts or liabilities which may hereafter be incurred by her.

Sixth: The property of the parties hereto shall be divided by the parties as follows:

1. The wife shall receive and be entitled to all the household furniture, furnishings, draperies, dishes, kitchen utensils, and all other personal property of every kind and nature in or used in connection with the home in which the wife is now living or in which said property is located in the City of Rupert, County of Minidoka, State of Idaho.

2. The wife shall release to the husband and he shall be entitled to the same, all of her right, title and interest in and to the business of the husband, now located in, or used in and about, the Western Metal Works, a co-partnership, consisting of the said husband and one Sheldon F. Pride, each being a co partner therein, and in fact all of the personal property used and connected in any way with said business.

3. The husband, Wendell Butler, does hereby bargain, sell and convey to the said wife, Marion Louise Butler, all of his community interest in and to the following described real property:

Lot Nine (9) of Block Seventy-eight (78) of the original townsite of the City of Rupert, State of Idaho, according to the official plat thereof now on file in the office of the County Recorder of Minidoka County, State of Idaho, mortgaged to the Idaho First National Bank, Rupert Branch, for the sum of two thousand five hundred dollars ($2,500.00), principal, the said mortgage being recorded at page 272 of Book 28, Mortgages, on the 25th day of March, 1948, in the office of the County Recorder, Minidoka County, State of Idaho, together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertained.

4. ~~The husband, Wendell Butler~~, also agrees to

pay in full, and save the said wife, Marion Louise Butler, harmless from the payments due on the before mentioned mortgage during that period of time that the said wife and the said children remain and live in the house located on said property and the said wife, Marion Louise Butler, remains unmarried. It is further agreed by the parties hereto that in the event the said wife remarries or sells, leave or otherwise removes herself and the said children from the occupancy of said house, then, in that event, the said monthly payments on the said mortgage, as beforesaid, are to be assumed and paid by said wife, Marion Louise Butler, and the said husband, Wendell Butler, will then be relieved and discharged from all obligation hereunder to make the said payments, as beforesaid.

5. The wife, Marion Louise Butler, hereby bargains, sells and conveys to the said husband, Wendell Butler, All of her right, title, ownership and interest in and to Lot Numbered Two (2) in Block Numbered Eighty-six (86) of the original townsite of Rupert, Idaho. The interest of the said wife hereby so conveyed being a community interest in and to a certain agreement of sale between and among G. L. Acock and Nettie Acock, husband and wife, Murray Goold and Bethane Goold, husband and wife, sellors, and the Western Metal Works, a co-partnership, as beforesaid, purchasers.

6. The wife shall release to the husband and he shall be entitled to all of her right, title, and interest in and to that certain 1947 Ford Sedan automobile, the title of which now stands in the name of the husband.

Seventh: The wife shall have the care, custody, and control of said minor children, to-wit: Ronald Eugene Butler and Wendy Claire Butler, and their education during their minority without any interference whatsoever on the part of the husband, except that the husband shall have the right to see and visit with said minor children at reasonable times. Provided, however, that the wife may refuse leave to the husband to see and visit the said children in the event that he is under the influence of intoxicating liquor in whatever degree. Neither of the parties hereto shall attempt to influence said children unfavorably to the other party, and neither of the parties hereto shall remove said children from the state of Idaho, without a written agreement with the other party or an order of the court so authorizing either party so to do.

Eighth: The husband agrees in consideration of the premises and mutual covenants and agreements herein contained to pay to the wife the sum of $50.00 per month per child, as and for the support and maintenance of Ronald Eugene Butler and Wendy Claire Butler, minor children of the parties, as beforesaid, such payments to continue for each child until that child reaches the age of majority, unless sooner married or deceased.

Ninth: It shall be lawful for the wife at all times hereafter to live separate and apart from the husband and free from his marital control and authority, as if she were sole and unmarried, and free from any control, restraint, or interference, direct or indirect, by the husband; and it shall be lawful for the husband, at all times hereafter, to live separate and apart from the wife, at such place or places as he may from time to time choose or deem fit.

Tenth: Neither of the parties shall molest or annoy the other, or compel or endeavor to compel the other to cohabit or to dwell with him or her, as the case may be, by any legal or other proceedings, for restoration of conjugal rights or otherwise. Neither party hereto shall

against the wish and desire of the other call upon or visit the other, but this agreement shall not preclude the husband during reasonable times from calling at any abode of the wife for the purpose of visiting and seeing the children of said parties.

Eleventh: The parties shall, at any time or times hereafter, make, execute, and deliver any and all such further or other instruments, papers, or things as the other of the said parties shall require for the purpose of giving full effect to these presents and to the covenants, provisions, and agreements hereof.

Twelfth: The husband agrees to pay the attorney, or attorneys retained by the wife for the purpose of securing a divorce and compensating said attorney, or attorneys, for effecting a settlement of property rights of the parties hereto as herein specified, the sum of $125.00 and costs, and the husband further agrees to pay and indemnify the wife for all costs and attorneys' fees, not to exceed the amount of ten per cent of the recovery, resulting from any suit or motion or other proceeding commenced by said wife to enforce the carrying out by the husband of any of the terms, covenants, or conditions of this agreement, or to enforce any of the rights or to recover under any of the provisions of this agreement, and further agrees to pay and indemnify the wife, for all expenses, costs and attorney's fees in defending any suit, motion, or proceeding brought by the husband or anyone in his behalf in any manner affecting this agreement and the wife's rights thereunder in any respect whatsoever.

Thirteenth: Each party to this agreement hereby solemnly and specifically avers that the foregoing agreement has been entered into without undue influence or fraud or coercion or misrepresentation or for any cause except as herein specified.

In witness whereof, the parties hereto have hereunto set their hands the day and year first above written.

Wendell Butler
Party of the First Part

Marion Louise Butler
Party of the Second Part

STATE OF IDAHO)
) ss.
County of Minidoka)

On this ____ day of April, 1949, before me Lawrence H. Duffin, a Notary Public in and for said State, personally appeared Wendell Butler and Marion Louise Butler, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Lawrence H. Duffin
Notary Public residing at
Rupert, Idaho

MY Commission Expires:

15 November 1950

6764

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

ARTHUR G. MEULEMAN,

Plaintiff,

vs.

STELLA V. MEULEMAN,

Defendant.

DECREE OF DIVORCE

The above entitled matter came on for hearing before me, H. A. Baker, one of the Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Minidoka, at my chambers in the City of Rupert, County of Minidoka, State of Idaho, and within the Eleventh Judicial District of the State of Idaho, the plaintiff appearing by his deposition and with witnesses and with his counsel, H. V. Creason, the defendant appearing not; and it appearing from the records and files in said cause that the defendant has been duly and regularly served with summons and complaint and that the default of the defendant has been duly and regularly entered, her time of appearance having expired; and it further appearing from the records and files that the said defendant is not in the military service of the United States of America within the meaning of the Soldiers and Sailors Civil Relief Act; and it further appearing that it is a proper matter to be heard at chambers.

WHEREUPON, witnesses for the plaintiff were called, sworn and testified for and on behalf of the plaintiff, and the court after listening to all of said testimony, free of all legal objections thereto, and being fully advised in the premises, makes and enters its findings as follows:

1. The court finds that the plaintiff now is and for more than six weeks next preceding commencement of this action is and has been an actual and bona fide resident of the State of Idaho.

2. The court finds that the plaintiff and defendant were intermarried on or about the 7th day of December, 1943, at San Diego, California, and now are and ever since said date have been husband and wife.

3. The court finds that no issue has been born of said marriage and that the said parties have acquired no community property.

4. The court further finds that the plaintiff having proven all of the material allegations of his complaint, that it is a proper matter for the entry of a decree of divorce.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the plaintiff, Arthur G. Meuleman, and the defendant, Stella V. Meuleman, be and the same are hereby dissolved, and that a decree of divorce be made and entered in favor of the plaintiff and against the defendant.

Made and entered in my chambers this 27 day of June, 1949, in the City of Rupert, County of Minidoka, and within the Eleventh Judicial District of the State of Idaho.

Hugh A Baker

District Judge

STATE OF IDAHO,)
) SS.
County of Minidoka.)

I, Worth S.Elton, the duly electing, acting and qualified Clerk of the above entitled court,do hereby certify that the foregoing is a full, true and correct copy of the original decree filed and recorded in the above entitled cause of action.

IN WITNESS WHEREOF, I hereunto set my hand and seal of the court this 24 day of June, 1949.

Worth S. Elton
Clerk of the Court

By _____
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

TRUTH TRACY,

Plaintiff,

vs.

ROBERT TRACY,

Defendant.

DECREE

The above entitled cause of action came on for hearing in open court on this 13th day of June, 1949, at the regular June term of the above entitled court, before the Honorable Hugh A. Baker, one of the Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Minidoka, the plaintiff appearing in person and with witnesses and with her counsel, H.V. Greason, the defendant appearing not; and it appearing from the records and files in said cause that the defendant has been duly and regularly served with summons and complaint and order to show cause, and his time of appearance having expired, default of the defendant has been duly and regularly entered; and it further appearing from the records and files that the said defendant is not in the military service of the United States of America within the meaning of the Soldiers and Sailors Civil Relief Act.

WHEREUPON, witnesses for the plaintiff were called, sworn and testified for and on behalf of the plaintiff, and the court after listening to all of said testimony, free of all legal objections thereto, and being fully advised in the premises, makes and enters its findings as follows:

1. The court finds that the plaintiff now is and for more than six weeks next preceding commencement of this action is and has been an actual and bona fide resident of the State of Idaho.

2. The court finds that the plaintiff and defendant were duly and regularly married on or about the 16th day of April, 1941, and ever since said date have been husband and wife.

3. The court finds that there was born the issue of said marriage three minor children, Mary Veronica Tracy, aged six years, Maureen Ellen Tracy, aged four years, and Robert Terence Tracy, aged six months.

4. The court further finds that the only community property acquired by the plaintiff and defendant during their coverture consists of a limited amount of household goods.

5. The court further finds that the plaintiff is a proper person to have the care, control and custody of said minor children, subject to the right of the defendant to see said minor children at all reasonable times and places.

6. The court finds that the sum of $60.00 per month is a reasonable sum to be allowed to the plaintiff for the support and maintenance and care of said minor children.

7. The court finds that the sum of $100.00 is a reasonable sum to be allowed to the plaintiff for the payment of attorney's fees and the sum of $20.00 is a reasonable sum to be allowed for the payment of costs of this action.

8. And the court further finds that the plaintiff is entitled to all and the whole of the household goods for the use of herself and said minor children.

9. And the court further finds that the plaintiff having proven all of the material allegations of her complaint, that it is a proper matter for the entry of a decree of divorce.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the plaintiff, Truth Tracy, and the defendant, Robert Tracy, be and the same are hereby dissolved, and that a decree of divorce be made and entered in favor of the plaintiff and against the defendant.

2. That the plaintiff have the care, control and custody of the minor children, Mary Veronica Tracy, Maureen Ellen Tracy and Robert Terence Tracy, subject to the right of the defendant to see said minor children at reasonable times and places.

3. That the plaintiff be decreed to be the owner and holder of the household goods for the use and benefit of herself and said minor children.

4. That the plaintiff be decreed the sum of $60.00 per month for the support of herself and said minor children.

5. That the plaintiff be decreed the sum of $100.00 for the payment of attorney's fees and the sum of $20.00 for the payment of costs of this action.

6. That the defendant be forever enjoined and restrained from interfering with the said plaintiff.

Made and entered in open court this 13thday of June, 1949

Hugh A. Baker
District Judge

STATE OF IDAHO,)
) ss.
County of Minidoka.)

I, Worth S. Elton, the duly elected, acting and qualified Clerk of the District Court of the Eleventh Judicial District of the State of Idaho, in and for the County of Minidoka, do hereby certify that the foregoing is a full, true and correct copy of the original decree filed and recorded in the above entitled causeof action.

IN WITNESS WHEREOF, I hereunto set my hand and seal of the court this 14th day of June, 1949.

Clerk

By Deputy

6766

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

HELEN W. ROGERS, Plaintiff,
vs.
HENRY J. ROGERS, Defendant.

No. 10633

FILED
AT 1130 O'CLOCK A M
JUN - 8 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

Entered Vol. 10 Page 13
Docketed Vol. 10 Page 13

D E C R E E

The above entitled cause came on regularly for trial before the Court at Lewiston, Idaho, on the 31st day of May, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Owen L. Knowlton. The defendant did not appear in person, but was represented by his attorney, Paul W. Hyatt. The defendant having filed a Demurrer and the Demurrer being over-ruled and the defendant refusing to further plead, the Court proceeded to hear the cause. Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted, including a property settlement entered into between the parties, and the Court being advised in the premises makes the following Orders, Judgments and Decrees:

BE IT, AND IT HEREBY IS ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

First: That the bonds of matrimony heretofore existing between the plaintiff, Helen W. Rogers, and the defendant, Henry J. Rogers, be and the same hereby are, wholly and forever

dissolved, and the parties are released from each other and from all matrimonial obligations, and the plaintiff is granted and given an absolute decree of divorce from the defendant upon the grounds of extreme cruelty.

Second: That plaintiff's former name of Helen Whitefield be and the same hereby is restored to her.

Third: That the property settlement made and entered into on the 31st day of May, 1949, by and between the parties hereto, and a copy of which is on file herein and in evidence as Exhibit "B", is hereby approved and confirmed by the Court and by reference made a part of this Decree and incorporated herein.

Fourth: That the property settlement made and entered into on the 3rd day of September, 1946, by and between the parties hereto, a copy of which is on file herein and in evidence as Exhibit "A" and which is filed in the office of the Recorder, Nez Perce County, Idaho, in Book 7, page 78 of Miscellaneous Records, is hereby affirmed and approved by the Court and by reference made a part of this Decree and incorporated herein.

Fifth: That the following described real property situate in the County of Nez Perce, State of Idaho, to-wit:

> Block Five (5), Fisher Acres Addition to the City of Lewiston, Idaho, as shown by the recorded plat thereof (also known as 117 North 24th Street), and
>
> Lot Five (5) and the North 11.05 feet of Lot Six (6) of Block One (1), Campbell's Addition to the City of Lewiston, Idaho, as shown by the recorded plat thereof (also known as 122 - 24th Street),

be and the same hereby is set over to defendant, Henry J. Rogers, as his sole and separate property.

Sixth: That the following described real property situate in the County of Nez Perce, State of Idaho, to-wit:

The East Forty-one (41) feet of Lot one (1), Block One (1), Campbell's Addition to the City of Lewiston, Idaho, as shown by the recorded plat thereof (also known as 2304 Main Street, Lewiston, Idaho), and

The West Thirty-three (33) feet of Lot three (3) in Block four (4), Mulkey's addition to the City of Lewiston, according to the recorded plat thereof, being the same property described in that certain Warranty Deed recorded in Book 177 of Deeds at page 243, in the office of the County Recorder, Nez Perce County, Idaho, (also known as 1310 "F" Street, Lewiston, Idaho),

be and the same hereby is set over to plaintiff, Helen W. Rogers, as her sole and separate property.

DATED this 8th day of June, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 8th day of June, 1949.

PHILIP WEISGERBER, Clerk
By G. W. Beck
Deputy

6767

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10589

HAROLD E. WATSON,

Plaintiff,

vs.

APRIL ANN WATSON,

Defendant.

FILED
10:30 A.M.
JUN - 7 1949
E. V. Beer.

FINDINGS OF FACT, CONCLUSIONS OF LAW
AND DECREE OF DIVORCE

This cause having come on duly and regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled Court, at Lewiston, Idaho, on this 7th day of June, 1949, plaintiff appearing in person and by and through his attorneys of record, and the defendant having accepted service of summons and complaint in this action on the 14th day of May, 1949, in which Acceptance of Service the said defendant certified that she was not in the military service of the United States and not entitled to the benefits under the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and said defendant having failed to appear, answer or demur to plaintiff's complaint within the time allowed by law, or at all, and the default of said defendant having been duly and regularly entered, and the plaintiff having introduced evidence, both oral and documentary, and the Court being fully advised in the premises, FINDS:

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That the plaintiff and the defendant intermarried at Corpus Christi, Texas, on January 23, 1942, and ever since have been and now are husband and wife;

That the plaintiff is now and was for more than six weeks immediately preceding the filing of the complaint in this action a bona fide resident of the State of Idaho.

That there has been born as issue of said marriage one child, to-wit, Julie Ann Watson of the age of four years, which child is in the custody of the defendant.

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

That under date of May 9, 1949, the plaintiff and the defendant entered into a property settlement agreement, the original of which was introduced in evidence and is a part of the records and files in this action; that the parties to this action by said property settlement agreement settled their property rights as between themselves; that the said property settlement agreement is a fair and equitable settlement of the property rights of the parties to this action; that in said property settlement agreement the plaintiff promised and agreed to pay for the support of the minor child of the parties to this action the sum of $50.00 per month until said minor child shall have arrived at the age of majority or until such time as a court of competent jurisdiction shall otherwise decree; that said sum is a reasonable sum to be allowed for the support of said minor child.

That the defendant has been guilty of extreme cruelty toward this plaintiff; that some of the acts of cruelty are as follows, to-wit:

> That on February 6, 1949, the defendant left this plaintiff and stated to the plaintiff that she would not live with the plaintiff as his wife; that during the existence of said marriage the defendant has criticised and caused quarrels with the plaintiff over trivial and unimportant matters; that said defendant has left the plaintiff on a different occasion prior to February 6, 1949, but that thereafter a reconciliation was effected; that said reconciliation was not successful; that the defendant refuses to live with the plaintiff as his wife; that such acts on the part of the defendant were calculated to and did cause this plaintiff grievous mental suffering and anguish.

That the defendant is a fit and proper person to have the care, custody and control of said minor child, Julie Ann Watson; that the sole care, custody and control of said minor child of the parties to this action should be awarded to the defendant, with the right in the plaintiff to visit said child at reasonable times and occasions.

From the foregoing Findings, the Court concludes:

1. That the plaintiff is entitled to a decree of divorce as prayed for in his complaint.

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Findings & Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 7th day of June, 1949.
PHILIP WEISGERBER, Clerk
By [signature] Deputy

2. That the defendant is entitled to have the sole care, custody and control of the minor child of the parties to this action, with the right in the plaintiff to visit said child at reasonable times and occasions.

3. That the plaintiff is entitled to have an order of this Court made and entered approving said property settlement agreement and awarding the defendant the sum of $50.00 per month for the support of the minor child of the parties to this action.

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY ORDERED, ADJUDGED and DECREED:

1. That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same are hereby dissolved and the plaintiff is hereby granted an absolute decree of divorce from the defendant upon the grounds of extreme cruelty.

2. That the sole care, custody and control of Julie Ann Watson, the minor child of the parties to this action, be and the same is hereby awarded to the defendant, with the right in the plaintiff to visit said child at reasonable times and occasions.

3. That the defendant is hereby awarded and the plaintiff is hereby required to pay unto the defendant the sum of $50.00 per month for the support of the minor child of the parties to this action until said minor child shall have arrived at the age of majority or until such time as a court of competent jurisdiction shall otherwise decree.

4. That the property settlement agreement entered into between the plaintiff and the defendant under date of May 9, 1949, be and the same is hereby approved, ratified and confirmed and represents a fair and equitable settlement of the property rights as between the parties.

DONE in Open Court this 7th day of June, 1949.

Leo McCarty
District Judge

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

6768

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10407

STANLEY T. LAW,

Plaintiff and Cross-Defendant,

vs.

DOROTHY J. LAW,

Defendand and Cross-Plaintiff

FILED
AT 10:30 O'CLOCK A M
JUN 10 1949
PHILIP WASSERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

This cause having come on duly and regularly for trial before the Court at Lewiston, Idaho, on June 10, 1949, pursuant to an agreement between counsel for the respective parties to this action, and the plaintiff and cross-defendant appearing by and through his attorney, Earle W. Morgan, and the defendant and cross-plaintiff appearing in person and by and through her attorney of record, Ray E. Durham, and the Court having heard the evidence and being fully advised, both as to the facts and the law, and having made and entered its Findings of Fact and Conclusions of Law,

NOW, THEREFORE, in consideration of the premises and based upon the evidence introduced and Findings of Fact and Conclusions of Law, IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. That the bonds of matrimony now and heretofore existing between Stanley T. Law and Dorothy J. Law, be and the same are hereby dissolved; that Dorothy J. Law, the defendant and cross-plaintiff, be and she is hereby granted an absolute decree of divorce from the plaintiff and cross-defendant upon the grounds of extreme cruelty.

2. That it is for the best interests of Linda Kay Law and Lorraine Rae Law, the two minor children of the parties to this action, that their care, custody and control be awarded to the grandparents of said children, to-wit, Roscoe White

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and Ethel White, his wife; that the sole care, custody and control of said minor children be and the same is hereby awarded to the said Roscoe White and Ethel White, with the right in the plaintiff and cross-defendant to visit said children at reasonable times and occasions, but not exceeding once a week, at the home where said children are being maintained, so long as the said plaintiff and cross-defendant is not in arrears in any of his payments for the support, care and maintenance of said children.

3. That the said plaintiff and cross-defendant, Stanley T. Law, is able to contribute toward the support and maintenance of said children the sum of $60.00 per month; that the said Stanley T. Law is hereby ordered and required to pay unto Roscoe White and Ethel White, his wife, the sum of $60.00 on June 15, 1949, and a like sum on the 15th day of each and every month thereafter until further order of this Court, for the support, care and maintenance of said children.

4. That the sum of $150.00 is a reasonable sum to be allowed defendant and cross-plaintiff for attorney's fees incurred in the defense of said divorce action instituted by the plaintiff and cross-defendant and for prosecuting her cross-complaint; that the said plaintiff and cross-defendant is hereby required to pay unto the defendant and cross-plaintiff the sum of $150.00 as attorney's fees; that judgment be and the same is hereby entered against the plaintiff and cross-defendant for the sum of $150.00, and that the defendant and cross-plaintiff have execution against the plaintiff and cross-defendant for said judgment.

DONE in Open Court this 10th day of June, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce 2. in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 10th day of June, 1949.

PHILIP WEISGERBER, Clerk

By _____
Deputy

6769

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

JUANITA PETERSON,) 10170

Plaintiff)

-vs-) DECREE

LELAND PETERSON,)

Defendant)

FILED
AT 10:15 O'CLOCK A M
JUN 13 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

This cause came on duly and regularly for hearing before the above entitled court on the 13 day of June, 1949, plaintiff appearing by Cox, Ware & Stellmon, her attorneys of record herein, and it appearing that the defendant was duly and regularly and personally served with process of summons herein outside the State of Idaho, upon affidavit and order therefor duly and regularly made and filed herein on January 7, 1948 by V. L. Peters, a Deputy Sheriff at Hayward, County of Alameda, State of California, more than twenty (20) days prior to the date hereof; that appearance has been made herein by the defendant by the filing of a demurrer, acceptance of service and appearance, and consent to overruling of said demurrer, and the entry of his default; that defendant's demurrer was overruled by the court and the defendant has filed herein his written refusal to further plead; that more than twenty (20) days have elapsed since the date of said service of process herein; that said defendant is not now serving in the Armed Forces of the United States or any related branch thereof, and the defendant being in default and his default having been entered

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Docketed Vol. 10 Page 13

herein and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined in open court, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of plaintiff's complaint are true, and that the defendant has been guilty of extreme cruelty to plaintiff.

NOW, THEREFORE, premises considered, the court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that this plaintiff, JUANITA PETERSON, is now and for more than six (6) weeks prior to the filing of the complaint herein was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, JUANITA PETERSON, and the defendant, LELAND PETERSON, be and the same are hereby dissolved and plaintiff is hereby granted an absolute divorce from the defendant.

Done in open court this 13 day of ~~February, 1948~~ June, 1949.

Leo McCarty
~~MILES S. JOHNSON~~
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears in file and of record in my office.
WITNESS my hand and official seal this 13th day of June, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

6770

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF NEZ PERCE.

FILED
12:20 O'CLOCK P M
JUN 13 1949
PHILIP WESTERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

10549

IRVIN C. LAMON

PLAINTIFF

VS.

LEONE C. LAMON

DEFENDANT

D E C R E E

The above entitled cause came on regularly to be heard on the 13th day of June, 1949, before the Honorable Leo McCarty, Judge of the above entitled court. The plaintiff appeared in person and by his attorney of record herein, Russell S. Randall, and the defendant having heretofore filed an unverified answer through attorneys Clarke & Costello of Cleveland, Ohio, and the said unversified answer was not signed by a resident attorney of the State of Idaho as required by Section 5-701, Idaho Code. Thereafter an appearance in the above entitled action was made by PAUL C. KEETON, a resident attorney of the State of Idaho residing at Lewiston, Idaho, and under date of May 31, 1949, the said Paul C. Keeton withdrew from said action as attorney for defendant and notice of such withdrawal was given to the said defendant and her non-resident attorneys, Clarke & Costello, and thereafter plaintiff by notice as required by law made a demand upon the defendant to employ other local counsel, and no other counsel having appeared in said action, and defendant having failed to appear in person, and the Court having found that the

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answer of said defendant was required to be verified for the reason that the said complaint was verified, and the said unverified answer tendered no issue, and the Court having heretofore entered a default against the defendant and this matter having been duly and regularly set for trial, and evidence oral and documentary submitted, and the Court having heretofore granted a motion to amend the complaint to conform to the proof by interlineation as the original and said ~~amended complaint~~ amendment having been ~~filed~~ made herein, and the cause having been fully submitted to the Court and the Court having duly considered same, and it appearing to the Court that all of the allegations in the plaintiff's amended complaint as amended are true,

NOW, THEREFORE, based thereon, it is hereby ordered, adjudged and decreed as follows:

I.

That the bonds of matrimony now existing between the plaintiff and defendant be and the same are hereby dissolved and that the plaintiff IRVIN C. LAMON is granted an absolute decree of divorce from the defendant Leone C. Lamon on the grounds of cruelty and the said parties are after the entry of this Decree both restored to the status of a single person.

II.

That the plaintiff be and he is hereby ordered to pay to defendant for the care, support and education of the minor child of plaintiff and defendant, Daryl Lamon, the sum of $50.00 per month on the 1st day of each month, during the minority of said child or until further order of this court, beginning July 1, 1949.

Dated this 15th day of June, 1949.

LEO McCARTY

District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 15th day of June, 1949.

PHILIP WEISGERBER, Clerk

By [illegible] Deputy

6771

Beck

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

RICHARD R. MORRIS, Plaintiff,

-vs-

VELMA MORRIS, Defendant.

No. 10607

FILED
at 10:30 O'CLOCK A M
JUN 13 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

Entered Vol. ... Page ...
Docketed Vol. 10 Page 13

DECREE OF DIVORCE

This matter having come on regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and being represented by his attorney of record, Earle W. Morgan, and it appearing that the defendant was heretofore duly and regularly served with process of Summons by publication thereof according to law, and that said service by publication was completed on the 11th day of May, 1949; that more than 20 days have expired since the said publication and service were made and completed, and the defendant having failed to appear or plead herein, and the time for such appearance having expired by law, and the defendant being in default, and it appearing that the defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, nor an officer of the Public Health Service, detailed by proper authority for duty either with the Army or the Navy, nor on active duty with any branch of service above referred to, nor under training or education under the supervision of the United States preliminary to induction into military service, and the default of the defendant having been duly and regularly entered according to law, and the plaintiff having adduced and submitted evidence substantiating the allegations of his Complaint, and the court being fully advised in the

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

premises, and it appearing that all of the allegations of plaintiff's Complaint are true and supported by the evidence, and that a Decree should be entered herein granting the plaintiff the relief prayed for in his verified Complaint, NOW THEREFORE,

IT IS ORDERED, ADJUDGED, AND DECREED, that the plaintiff be and he hereby is granted an absolute divorce from the defendant on the ground of extreme cruelty, and that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same hereby are in all respects and forever dissolved, and that the plaintiff and defendant be and they hereby are restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the whole of the community property belonging to plaintiff and defendant, including the defendant's community interest therein, be and the same hereby is assigned to the plaintiff, and that the court deems that such assignment is just, and that the personal property so assigned to the plaintiff is the following described property, to-wit:

1948 Jeep automobile,

All household furniture, furnishings, fixtures and equipment,

and that the real property so assigned to the plaintiff is the following described real property, situate in the County of Nez Perce, State of Idaho, to-wit:

The West 2 acres of Lot 6, Block 83, Lewiston Orchards Tract No. 12, according to the recorded plat thereof.

(That the foregoing described real property is subject to a mortgage to First Federal Savings & Loan Association at Lewiston, Idaho, which mortgage is filed for record with the County Recorder of Nez Perce County, Idaho, in Book 122 of Mortgages, at Page 502)

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

and that the defendant shall henceforth have no right, claim, equity, interest, or demand in or to any of the foregoing described real or personal property, and that the plaintiff may own, hold, possess, sell, mortgage or encumber the same, or any part thereof, as sole and exclusive owner of all right, title and interest therein, now or heretofore owned by the plaintiff and the defendant.

Dated this 13th day of June, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears in file and of record in my office.

WITNESS my hand and official seal this 13th day of June, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

6772

Beck

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

MARY E. WILLIAMS, Plaintiff,

-vs-

THOMAS R. WILLIAMS, Defendant.

No. 10637

FILED
AT 10:45 O'CLOCK A M
JUN 13 1949
PHILIP WEINGARTNER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

This matter having come on regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and being represented by her attorney of record, Earle W. Morgan, and it appearing that the defendant was heretofore duly, regularly and personally served with process of Summons and copy of Summons and Complaint, and that more than 20 days have expired since the defendant was so served, and the time for such appearance by the defendant having expired by law, and the defendant being in default, and it appearing that the defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, nor an officer of the Public Health Service, detailed by proper authority for duty either with the Army or the Navy, nor on active duty with any branch of service above referred to, nor under training or education under the supervision of the United States preliminary to induction into military service, and the default of the defendant having been duly and regularly entered, and the plaintiff having adduced and submitted evidence substantiating the allegations of her Complaint, and the court being fully advised in the premises, and it appearing that all of the allegations of plaintiff's

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EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

Complaint are true and supported by the evidence, and that a Decree should be entered herein granting the plaintiff the relief prayed for in her verified Complaint, NOW THEREFORE,

IT IS ORDERED, ADJUDGED, AND DECREED, that the plaintiff be and she hereby is granted an absolute divorce from the defendant on the ground of extreme cruelty, and that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same hereby are in all respects and forever dissolved, and that the plaintiff and defendant be and the same hereby are restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the plaintiff's former name of Mary E. Polmans be and the same hereby is restored to her.

Dated this 13th day of June, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears in file and of record in my office.

WITNESS my hand and official seal this 13th day of June, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

6773

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

GERALDINE JOHNSON,

Plaintiff,

vs.

ROBERT ANSE JOHNSON,

Defendant.

10617

FILED
9:30 A.M.
JUN 21 1949
E. W. Beck
Clerk

DECREE OF DIVORCE

This cause having come on duly and regularly for hearing before the Court in Chambers at Grangeville, Idaho County, Idaho, on this 17th day of June, 1949, plaintiff appearing in person and by and through her attorney of record, and the defendant having been served with process by publication of summons pursuant to the order of this Court, and it appearing to the satisfaction of the Court that the defendant is not in the military service of the United States, and the default of said defendant having been entered by the Clerk of the Court for his failure to appear, answer or demur to plaintiff's complaint within the time allowed by law, or at all, and the Court having heard the evidence introduced by and on behalf of the plaintiff and being fully advised in the premises, FINDS:

That the defendant is not in the military service of the United States in any capacity and is not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended;

That the plaintiff and the defendant intermarried at Asotin, Washington, on March 16, 1948, and ever since have been and now are, husband and wife.

That the plaintiff is now and has been all her life a resident of the State of Idaho.

That no children have been born as issue of said marriage.

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RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

That the plaintiff and the defendant have acquired no property during the existence of said marriage, and no property rights need be adjudicated herein.

That the defendant has been guilty of extreme cruelty toward the plaintiff in the manner following, to-wit:

> That at the time the parties hereto were married the defendant was gainfully employed; that the day after their marriage the defendant quit his job; that the defendant had written a check to purchase the engagement and wedding ring for the plaintiff; that said check was not honored due to lack of funds; that the jeweler requested the return of the rings; that said defendant wrote several bad checks immediately after the marriage of the parties hereto; that said defendant left the plaintiff four days after the marriage and has not contacted the plaintiff since leaving her; that the defendant has been lodged in jail at Lewiston and Orofino for the writing of bad checks; that this conduct on the part of the defendant has caused this plaintiff great humiliation; that the defendant has failed and refused to support this plaintiff; that said plaintiff has been compelled to seek employment in order to provide the necessities of life for herself; that the conduct of the defendant was calculated to cause and did cause this plaintiff grievous mental anguish and suffering.

From the foregoing Findings the Court concludes that the plaintiff is entitled to a decree of divorce from the defendant.

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY ORDERED, ADJUDGED and DECREED that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same are hereby dissolved and the plaintiff is hereby granted an absolute decree of divorce from the defendant.

DONE in Chambers this 17 day of June, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears in file and of record in my office.

WITNESS my hand and official seal this 20th day of June, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

6774

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

VERA BELL JENNINGS, Plaintiff,

vs.

DONN F. JENNINGS, Defendant.

No. 10598

FILED
9:00 O'CLOCK A M
JUN 20 1949
PAUL W. FORRESTER
Clerk of District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE

The above entitled cause came on regularly for trial before the Court in chambers, at Grangeville, Idaho on the 18th day of June, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Owen L. Knowlton. The defendant did not appear either in person or by attorney, and he having been regularly served with Summons and Complaint in this cause by publication pursuant to Affidavit and Order for service in a foreign jurisdiction or by publication; and said Another Summons having been published on the 13th day of April, 1949, and on each succeeding Wednesday thereafter to and until the 11th day of May, 1949, and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default, and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, the Court proceeded to hear the case. Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted, and the Court being advised in the premises makes the following Orders, Judgments and Decrees:

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 13

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 20th day of June, 1949.
PHILIP WEISGERBER, Clerk
By _____ Deputy

That the defendant was duly and regularly served by publication in the Lewiston Morning Tribune, by publication of said Another Summons on April 13, April 20, April 27, May 4, and May 11, 1949, and by mailing of a copy of summons and complaint to his last known post office address, being that of Moscow, Idaho, within ten days of the first publication of said Another Summons, as shown herein by Affidavit of Mailing filed on behalf of the plaintiff.

That the allegations contained in Paragraphs I, II, III, IV and V of the plaintiff's complaint are true as alleged and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though fully set forth herein. The Court concludes from the Findings of Fact that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Vera Bell Jennings, and the Defendant, Donn F. Jennings, be and the same hereby are, wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the plaintiff be, and she hereby is, restored her maiden name, that of Vera Bell Revord.

Dated this 18th day of June, 1949.

LEO McCARTY
District Judge

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF
NEZ PERCE

- - - - - - - - - - -

CLIFFORD LA BELLE, Plaintiff,

-vs-

DIXIE LA BELLE, Defendant.

10643

FILED
AT 10:15 O'CLOCK A M
JUN 25 1949
PHILIP W. WEISGERBER
Clerk of the District Court
By G. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 13

D E C R E E

This cause came on duly and regularly for hearing before the Honorable Leo McCarty, Judge of the above entitled Court at Lewiston, Idaho, on the 25th day of June, 1949, the plaintiff appearing in person and with his counsel Paul W. Hyatt, and the defendant not appearing, and no one appearing for or on her behalf, all after the default of the defendant had been duly and regularly entered in the premises for her failure to demur or answer to plaintiff's Complaint, or in any way appear herein within the time allowed by law, after the defendant had been duly and regularly served with Summons and process in this action personally on the 31st day of May, 1949, and the necessary affidavit and order having been filed and entered herein in compliance with the Soldiers' and Sailors' Civil Relief Acts, and the Court having heard the evidence adduced on behalf of the plaintiff, and being fully advised in the premises, and finding that the defendant has been guilty of extreme cruelty toward the plaintiff, and that the allegations of the Complaint are true and supported by the evidence.

NOW, THEREFORE, THE FOLLOWING DECREE IS MADE AND ENTERED BY THE COURT:

PAUL W. HYATT
ATTORNEY AT LAW
WEISGERBER BUILDING
LEWISTON, IDAHO

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

I.

That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same hereby are forever dissolved, and that the plaintiff be and he hereby is awarded and granted an absolute divorce from the defendant, and that the plaintiff and the defendant and each of them be and they hereby are restored to the status of single and unmarried persons; that the plaintiff be awarded, and he hereby is awarded, until the further order of this Court, the care, custody and control of the minor son, Joseph Charles, of the parties, with the right to the defendant to visit said child at all reasonable times; that the defendant be awarded and she hereby is awarded, until the further order of this Court, the care, custody, and control of the minor daughter, Gloria Evelyn, of the parties, with the right to the plaintiff to visit said daughter at all reasonable times; and that the plaintiff pay to the defendant the sum of $20.00 per month until the further order of this Court, for the support of said minor daughter, said payments to commence on July 1st, 1949, and be payable on the first day of each and every calendar month thereafter.

DONE this 25th day of June, 1949.

LEO McCARTY
District Judge.

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears in file and of record in my office.

WITNESS my hand and official seal this 25th day of June, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

PAUL W. HYATT
ATTORNEY AT LAW
WEISGERBER BUILDING
LEWISTON, IDAHO

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF
NEZ PERCE

- - - - - - - - - - -

LEE HOWARD, Plaintiff,

-vs-

ALICE HOWARD, Defendant.

10640

FILED
AT 10:30 O'CLOCK A M
JUN 25 1949
PERLIE W. WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

_D_E_C_R_E_E_

This cause came on duly and regularly for hearing before the Honorable Leo McCarty, Judge of the above entitled Court at Lewiston, Idaho, on the 25 day of June, 1949, the plaintiff appearing in person and with his counsel, Paul W. Hyatt, and the defendant not appearing, and no one appearing for or on her behalf, all after the default of the defendant had been duly and regularly entered in the premises for her failure to demur or answer to plaintiff's Complaint, or in any way appear herein within the time allowed by law, after the defendant had been duly and regularly served with Summons and process in this action personally on the 31st day of May, 1949, and the necessary affidavit and order having been filed and entered herein in compliance with the Soldiers' and Sailors' Civil Relief Acts, and the Court having heard the evidence adduced on behalf of the plaintiff, and being fully advised in the premises, and finding that the defendant has been guilty of extreme cruelty toward the plaintiff, and that the allegations of the Complaint are true and supported by the evidence.

NOW, THEREFORE, THE FOLLOWING DECREE IS MADE AND ENTERED BY THE COURT:

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 13

PAUL W. HYATT
ATTORNEY AT LAW
WEISGERBER BUILDING
LEWISTON, IDAHO

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

I.

That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same hereby are forever dissolved, and that the plaintiff be and he hereby is awarded and granted an absolute divorce from the defendant, and that the plaintiff and the defendant and each of them be and they hereby are restored to the status of single and unmarried persons.

DONE this 25 day of June, 1949.

LEO McCARTY
District Judge.

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original _____ in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this _____ day of _____, 194____.

PHILIP WEISGERBER, Clerk

By _____
Deputy

PAUL W. HYATT
ATTORNEY AT LAW
WEISGERBER BUILDING
LEWISTON, IDAHO

6777

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF
NEZ PERCE

- - - - - - - - - -

10645

JOHN W. FRYE, Plaintiff,

-vs-

BETTY A. FRYE, Defendant.

FILED
AT 10:35 O'CLOCK A M
JUN 25 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

_D_E_C_R_E_E_

This cause came on duly and regularly for hearing before the Honorable Leo McCarty, Judge of the above entitled Court at Lewiston, Idaho, on the 25th day of June, 1949, the plaintiff appearing in person and with his counsel, Paul W. Hyatt, and the defendant not appearing, and no one appearing for or on her behalf, all after the default of the defendant had been duly and regularly entered in the premises for her failure to demur or answer to plaintiff's complaint, or in any way appear herein within the time allowed by law, after the defendant had been duly and regularly served with Summons and process in this action personally on the 2nd day of June, 1949, and the necessary affidavit and order having been filed and entered herein in compliance with the Soldiers' and Sailors' Civil Relief Acts, and the Court having heard the evidence adduced on behalf of the plaintiff, and being fully advised in the premises, and finding that the defendant has been guilty of extreme cruelty toward the plaintiff, and that the allegations of the Complaint are true and supported by the evidence.

NOW, THEREFORE, THE FOLLOWING DECREE IS MADE AND ENTERED BY THE COURT:

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 13

PAUL W. HYATT
ATTORNEY AT LAW
WEISGERBER BUILDING
LEWISTON, IDAHO

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

I.

That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same hereby are forever dissolved, and that the plaintiff be and he hereby is awarded and granted an absolute divorce from the defendant, and that the plaintiff and the defendant and each of them be and they hereby are restored to the status of single and unmarried persons.

DONE this 25 day of June, 1949.

LEO MC CARTY
District Judge.

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 25th day of June, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

PAUL W. HYATT
ATTORNEY AT LAW
WEISGERBER BUILDING
LEWISTON, IDAHO

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

WILLIAM H. PHILLIPS,

Plaintiff,

vs.

LORETTA J. PHILLIPS,

Defendant.

No. 10636

FILED
AT 10:15 O'CLOCK A M
JUN 27 1949
PEARL W. WEIGHEISER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty on the 27th day of June, 1949, at Ten O'clock A.M. The plaintiff appeared in person and was represented by his attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and she having accepted service of Summons and Complaint in this cause within the State of Idaho on the 18th day of May, 1949, and twenty days having expired since said service and she having failed to appear, demur or answer within the time allowed by law, or at all; and she being in default and her default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

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Docketed Vol. 20 Page 23

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises makes the following findings and decrees:

That the defendant accepted service of Summons and Complaint in this cause within the State of Idaho at Headquarters in

Clearwater County, Idaho, on the 18th day of May, 1949.

That the allegations of the plaintiff's Complaint are as follows, to-wit: 1, that the plaintiff and defendant were married at Pierce, Idaho, on the 16th day of June, 1948; 2, that the plaintiff is a bona fide resident of the State of Idaho; 3, that there have been no children born the issue of said marriage; 4, that the plaintiff and defendant have acquired no community property; and 5, that the defendant has been guilty of extreme cruelty; and said allegations are incorporated in this Decree as Findings of Fact and are found by the Court to be true as alleged in said Complaint.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, William H. Phillips, and the defendant, Loretta J. Phillips, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

DATED at Lewiston, Idaho, this 27th day of June, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 27th day of June, 1949.

PHILIP WEISGERBER, Clerk

By E. Wilcox
Deputy

6779

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10618

EVELYN M. VIETMEIER,)
Plaintiff,)
vs.) D E C R E E
RONALD C. VIETMEIER,)
Defendant.)

FILED
AT 10:45 O'CLOCK A M
JUN 27 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

This cause coming on regularly for hearing in open court before the Honorable Leo McCarty, Judge of the above entitled court, on the 27th day of June, 1949, plaintiff appearing in person and being represented by her attorney of record herein, Thomas A. Madden, and the defendant having been duly and regularly served with process, and having failed to appear, and the time for such appearance having expired, and defendant being now in default, and his default having been entered herein, and evidence having been introduced, heard and considered; and it appearing therefrom that all allegations of plaintiff's complaint are true, and the court being now fully advised in the premises, does hereby render its decree as follows, to-wit:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage relationship heretofore existing between plaintiff and defendant be, and the same is hereby dissolved, and plaintiff is hereby given and granted a decree of divorce from said defendant.

Done in open court this 27th day of June, 1949.

LEO McCARTY
District Judge

Entered Vol. ___ Page ___
Docketed Vol. 10 Page 13

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 24th day of June, 1949.
PHILIP WEISGERBER, Clerk
By E. V. Beck
Deputy

X

6780

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10555

BOYD L. LOWRIE,

Plaintiff and Cross-Defendant,

vs.

BARBARA F. LOWRIE,

Defendant and Cross-Plaintiff

FILED
AT 10:30 O'CLOCK A M
JUN 27 1949
PHIL D. WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 100 Page 13

This cause having come on duly and regularly for trial before the Court at Lewiston, Idaho, on June 27, 1949, pursuant to an agreement between counsel for the respective parties to this action, and the plaintiff and cross-defendant appearing by and through his attorney, Earle W. Morgan, and the defendant and cross-plaintiff appearing in person and by and through her attorney of record, Wynne M. Blake, and the Court having heard the evidence and being fully advised, both as to the facts and the law, and having made and entered its Findings of Fact and Conclusions of Law,

NOW, THEREFORE, in consideration of the premises and based upon the evidence introduced and the Findings of Fact and Conclusions of Law, IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. That the bonds of matrimony now and heretofore existing between Boyd L. Lowrie and Barbara F. Lowrie, be and the same are hereby dissolved; that Barbara F. Lowrie, the defendant and cross-plaintiff, be and she is hereby granted an absolute decree of divorce from the plaintiff and cross-defendant upon the grounds of extreme cruelty.

2. That the defendant and cross-plaintiff is a fit and proper person to have the care, custody and control of the minor children of the parties to this action; that the sole care, custody and control of said minor children be and the same is hereby awarded to the defendant and cross-plaintiff, with

the right in the plaintiff and cross-defendant to visit said children at all reasonable times and occasions, so long as he is not in arrears in any payment for their support and maintenance.

3. That the said plaintiff and cross-defendant, Boyd L. Lowrie, is able to contribute toward the support and maintenance of said children the sum of $60.00 per month; that the said Boyd L. Lowrie is hereby ordered and required to pay unto Barbara F. Lowrie, the defendant and cross-plaintiff herein, the sum of $60.00 on July 1, 1949, and a like sum on the 1st day of each and every month thereafter until said minor children shall have arrived at the age of majority, or until further order of the Court.

DONE in Open Court this 27th day of June, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears in file and of record in my office.
WITNESS my hand and official seal this 27th day of June, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

6781

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

LOREN C. MAYBEE,

Plaintiff,

vs.

MILDRED E. MAYBEE,

Defendant.

No. 10657

FILED
10:45 O'CLOCK A M
JUN 28 1949
PAUL W. HYATT
Clerk of the District Court
By E. V. BECK Deputy

DECREE OF DIVORCE

This cause came on regularly for hearing and trial before the Honorable Leo McCarty, Judge of the above entitled court, in open court on the 28th day of June, 1949, at the hour of Ten o'clock A.M., upon the Complaint of the plaintiff and the Answer of the defendant thereto. The plaintiff appeared in person and was represented by his attorney, Paul C. Keeton; the defendant did not appear in person but was represented by her attorney, Paul W. Hyatt.

Witnesses were sworn and examined and the cause submitted and the making of Findings of Fact and Conclusions of Law having been waived by the plaintiff and defendant through their respective counsel;

NOW, On this day, the following Decree is made and entered by the Court:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the plaintiff and defendant be, and the same are hereby forever dissolved and the plaintiff be, and he hereby is awarded and granted an absolute decree of divorce from the defendant; and the plaintiff and defendant, and each of them, be, and they hereby are restored

Entered Vol. ... Page ...
Docketed Vol. 10 Page 13

to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, Mildred E. Maybee, be awarded the care, custody and control of the minor children of the plaintiff and defendant, to-wit: George William Maybee and Robert A. Maybee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Loren C. Maybee, pay unto the defendant, Mildred E. Maybee, the sum of Thirty Five ($35.00) Dollars per month, commencing at the time of the entry of this decree, and continue to pay said sum until the youngest of said minor children shall reach the age of majority.

DATED this 28th day of June, 1949.

LEO McCARTY
District Judge

Approved as to form:

PAUL M. HYATT
Attorney for Defendant

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears in file and of record in my office.
WITNESS my hand and official seal this 28th day of June, 1949.

PHILIP WEISGERBER, Clerk
By [illegible]
Deputy

6782

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10631

DONNA L. HALL)
:
Plaintiff)
:
-vs-) DECREE
:
MERLIN HALL)
:
Defendant)

FILED
AT 10:45 O'CLOCK A M
JUN 20 1949
PHILIP W. WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

Entered Vol. ___ Page ___
Docketed Vol. 10 Page 13

This matter coming on regularly for hearing in Open Court, before the above entitled Court this day, plaintiff appearing in person and by her counsel of record and the defendant failing to appear in person or otherwise, and it appearing that due and regular service of summons having been made upon the defendant and the time for answering having expired and no appearance having been made on behalf of the defendant and the default of the defendant having been duly and regularly entered, and that the defendant is not now in the services of the armed forces of the United States or any of its allies, and evidence having been adduced on behalf of the plaintiff and heard and considered by the Court and the Court having found that the consent of the plaintiff to said marriage and the marriage contract was induced by fraud on the part of the defendant and that her consent was also obtained by force, and the Court further finding that all of the allegations of the complaint are true, and the Court having made its Findings of Fact and Conclusions of Law and being fully advised in the premises enters judgment as follows:

IT IS ORDERED, ADJUDGED AND DECREED, that said marriage between plaintiff and defendant be, and the same is hereby declared to be wholly null and void from the date of said marriage and said marriage is hereby

annulled and said parties are, and each of them is, freed from the obligation thereof.

DATED this 29th day of June, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 29th day of June, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

6783

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

MAXINE COOK,

Plaintiff,

vs.

THOMAS H. COOK,

Defendant.

No. 10638

FILED
AT 11:15 O'CLOCK A M
JUN 30 1949
PHILLIP WETTERBERG
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty on the 30th day of June, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant having been regularly and duly served with Summons and Complaint in this cause outside the State of Idaho at McChord Field, Washington, pursuant to Affidavit and Order for service in a foreign jurisdiction, on the 28th day of May, 1949, and having regularly filed his Appearance in said cause waiving his rights under the Soldiers' and Sailors' Civil Relief Act of 1940 and all laws amendatory thereof, consented to the entry of his default by said court in said cause.

The Court proceeded to hear the cause and witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following findings and decrees:

That the defendant accepted service of Summons and Complaint in this cause at McChord Field, Washington, on the 28th day of May, 1949; and thereafter appeared in said action by an Admission of Service and Waiver of Appearance on the part of the defendant

Recorded Vol. ____ Page ____
Docketed Vol. 10 Page 142

and refused to plead to the plaintiff's Complaint and agreed that his default for failure to plead may be entered by the Court at any time without notice of any kind or nature in or concerning any of the proceedings in said cause; that twenty days have passed since the Acceptance of Service by the defendant, and therefore, the default of the defendant is ordered to be entered on the records of the Clerk of said Court.

That the allegations of the plaintiff's Complaint are as follows, to-wit: 1, that the plaintiff and defendant were married at Lewiston, Idaho, on the 6th day of August, 1946; 2, that the plaintiff is a resident of the State of Idaho; 3, that the plaintiff and defendant have acquired no community property; 4, that there were two children born the issue of said marriage, namely, Gary Thomas Cook and Carol June Cook, and that said children are now in the possession of the plaintiff and that the plaintiff is a fit and proper person to have their care, custody, charge and control; and 5, that the defendant has been guilty of extreme cruelty; that said allegations are incorporated in this Decree as Findings of Fact and are found by the Court to be true as alleged in said Complaint.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Maxine Cook, and the defendant, Thomas H. Cook,

be, and the same hereby are wholly and forever dissolved, and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the plaintiff, Maxine Cook, be and she hereby is awarded the care, custody, charge and control of the minor children of the parties, namely, Gary Thomas Cook and Carol June Cook; and that the defendant, Thomas H. Cook, is granted the right to visit said children at reasonable times and at reasonable places.

DATED at Lewiston, Idaho, this 30th day of June, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 30th day of June, 1949.

PHILIP WEISGERBER, Clerk

By _____
Deputy

6784

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF NEZ PERCE.

10646

FILED
at 11:45 o'clock A M
JUN 30 1949
PHILIP W. SCHREIBER
Clerk of the District Court
By E. V. BECK, DEPUTY

LOIS ELLEN HARRIS)
Plaintiff)
)
vs.)
)
GEORGE HARRIS)
Defendant)

DECREE

The above entitled cause came on regularly for hearing in open court on the 30th day of June 1949, before the Honorable Leo McCarty, Judge of the above entitled court. The plaintiff appeared in person and by her attorney, Russell S. Randall, and no person or persons appeared for or on behalf of the defendant, George Harris. It appeared to the Court that the defendant, George Harris, was duly and regularly served with process of Summons and Complaint in Washington County, Idaho on the 2nd day of June, 1949, and that said defendant has failed to appear, demur, answer or otherwise plead within the time provided by law, and that the defendant having been in default and his default having been duly and regularly entered herein and this cause having been duly and regularly set for trial and evidence oral and documentary submitted and the cause having been fully submitted to the Court and the Court having duly considered same and it appearing to the Court that all of the allegations in plaintiff's complaint are true,

NOW, THEREFORE, based thereon,

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 14

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between plaintiff and defendant be and the same are hereby dissolved and that the plaintiff LOIS ELLEN HARRIS is hereby granted an absolute decree of divorce from the defendant GEORGE HARRIS, on the grounds of extreme cruelty, and said parties are, after the entry of this decree, each restored to the status of a single person.

2. That there is hereby awarded to plaintiff the absolute custody of the minor child of plaintiff and defendant, William J. Harris, age one and a half years, subject to the right of the defendant to visit said minor child at all reasonable times and places.

Dated this 30th day of June 1949.

LEO McCARTY

District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 30th day of June, 1949.

PHILIP WEISGERBER, Clerk

By _____
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR ONEIDA COUNTY

CARMA JEAN JONES MALMBERG, Plaintiff	)	
-vs-	)	DECREE
GLEN MALMBERG, Defendant.	)	

The above entitled cause came on regularly for hearing this 2nd day of June, 1949 upon the verified complaint of the plaintiff, P. M. Condie and Marriner M. Morrison, appearing as counsel for the plaintiff and the defendant not appearing, but having accepted service of summons and refused to answer or otherwise plead and having consented that said cause might be heard at the convenience of the Court at any place within the Fifth Judicial District of the State of Idaho, and his default having been entered. The Court having heard the evidence and having made and entered its Finding of Fact and Conclusions of Law, it is now, upon said Finding and Conclusions, it is

ORDERED ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby dissolved and each of the parties hereto are restored to their former status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be and she is hereby awarded the sole care, custody and control of the minor child, Wesley Craig Malmberg.

DONE in open court this 2nd day of June 1949.

L. E. Glennon
DISTRICT JUDGE

STATE OF IDAHO,
COUNTY OF ONEIDA, SS.

I, John H. McAllister, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for Oneida County, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of "Decree" between Carma Jean Jones Malmberg, Plaintiff and Glen Malmberg, Defendant. now on file in my office as the same appears on record in Book "E" of Judgments at page 162, Records of Oneida County, State of Idaho.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 2nd day of June, 1949.

John H. McAllister
Clerk Ex-Officio Recorder

By Cleon Williams Deputy

6786

IN THE DISTRICT COURT
of the Fifth Judicial District of the State of Idaho
in and for the County of Oneida

- - -

Beulah Allen,	Plaintiff	)
		)
-vs-		) DECREE
		)
Melvin Allen,	Defendant	)

- - - - - - - - - - - - - - - - - - -

This action came on regularly to be heard and tried by the Court on this 4th day of June 1949, the Plaintiff appearing in person and by her Attorney, and the Defendant not appearing either in person or by Attorney.

It appears to the Court, and the Court finds, that the summons in this action and a copy of the Complaint has been duly served upon the Defendant and that the Defendant has failed to appear or plead to Plaintiff's said Complaint, and that his default in that behalf has been duly and regularly entered herein.

Evidence was offered for and on behalf of the Plaintiff in support of the allegations of her said Complaint and received by the Court, and from which it appears to the Court, and the Court finds, that all of the material allegations of the Plaintiff's Complaint are true, and that the Defendant is not connected with the Military Service of the United States of America in any way.

And the matter being submitted to the Court for decision and the Court being fully and sufficiently advised in the premises, and all and singular the law and the evidence being by the Court understood and fully considered:

It is therefore by the Court Ordered, Adjudged, and Decreed: that the bonds of matrimony existing between the Plaintiff, Beulah Allen, and the defendant, Melvin Allen, be and the same are hereby, wholly dissolved, and each of the said parties is hereby released from all the obligations thereof, and each is restored to the status of a single person.

That the custody and control of the minor children of said marriage, Melvin James Allen, William R. Allen, Barbara Ann Allen, be, and are hereby, awarded the Plaintiff; and that the Defendant be, and he is hereby, require to pay to the Plaintiff the sum of $50.00 per month for the maintenance and support of the children during their minority, and that the defendant be, and is hereby, permitted to visit said children once each week at the home of the Plaintiff so long as he makes such monthly payment; and is awarded the custody of said children for two weeks each year during the summer vacation.

Dated June 4th, 1949

L. E. Glennon
District Judge

A TRUE COPY, ATTEST:
John L. McCallister Clerk, District Court
(Seal of Court)

6787

IN THE DISTRICT COURT
of the Fifth Judicial District of the State of Idaho
in and for the County of Oneida

- - -

Gwen Illum, Plaintiff

-vs-

John LaMar Illum, Defendant

D E C R E E

- - - - - - - - - - - - - - -

This action came on regularly to be heard and tried by the Court on this 4th day of June, 1949, the Plaintiff appearing in person and by her Attorney, and the Defendant not appearing either in person or by Attorney

It appears to the Court, and the Court finds, that the summons in this action and a copy of the Complaint has been duly served upon the Defendant and that the Defendant has failed to appear or plead to Plaintiff's said Complaint, and that his default in that behalf has been duly and regularly entered herein.

Evidence was offered for and on behalf of the Plaintiff in support of the allegations of her said Complaint and received by the Court, and from which it appears to the Court, and the Court finds, that all of the material allegations of the Plaintiff's Complaint are true

And that the Defendant is not connected with the Military Service of the United States of America in any way

And the matter being submitted to the Court for decision and the Court being fully and sufficiently advised in the premises, and all and singular the law and the evidence being by the Court understood and fully considered:

It is therefore by the Court Ordered, Adjudged and Decreed: that the bonds of matrimony existing between the Plaintiff, Gwen Illum, and the Defendant, John LaMar Illum, be and the same are hereby, wholly dissolved, and each of the said parties are hereby released from all of the obligations thereof, and each is restored to the status of a single person, and the maiden name of the Plaintiff, Gwenn Waddoups, is restored to the Plaintiff.

That the Defendant be, and he is hereby, required to pay to the Plaintiff the sum of $_____ for her Attorney's service in this action and that he also pay to the Plaintiff her costs of suit herein incurred.

Dated June 4th, 1949

L. E. Glennon
District Judge

A TRUE COPY, ATTEST:

John F. McDaniel, Clerk, District Court

(Seal of Court)

6788

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE

*
*
*

EDITH B. FITCH,
Plaintiff,
vs.
WILLIAM L. FITCH,
Defendant.

DECREE

Case No. 2243
District Court, Owyhee County, Idaho
Date Filed 6/13/49 1:30 PM
Fred Hobbs
Clerk
By _____
Deputy

The above entitled cause came on regularly to be heard and tried in the chambers of the court at Boise, Ada County, Idaho, on the 10th day of June, 1949, the plaintiff appearing in person and by her attorneys, Anderson and Thomas, and the defendant not appearing either in person or by attorney;

And upon said hearing, it satisfactorily appearing to the court that the defendant herein, William L. Fitch, was personally and duly served with summons herein attached to a copy of the complaint referred to in the said summons and on file in this cause, and the defendant having failed to answer, demur or otherwise plead to said complaint and the time for answering, demurring or otherwise pleading to said complaint having expired, and the default of the defendant, William L. Fitch, having been duly entered according to law, and the court having heard the testimony introduced in behalf of the said plaintiff and in support of her complaint; and upon consideration of the said testimony the court finds upon the first cause of action of the

plaintiff the issues in favor of said plaintiff and against the said defendant and finds that the said defendant has been guilty of wilful neglect of and towards the plaintiff as set forth in said complaint and the court finds upon the second cause of action of the plaintiff the issues in favor of said plaintiff and against said defendant and finds that the said defendant has been guilty of extreme cruelty of and towards the plaintiff as set forth in said complaint and the court finds upon the third cause of action of the plaintiff the issues in favor of said plaintiff and against the said defendant and finds that the said defendant has been guilty of habitual intemperance which has reasonably inflicted a course of great mental anguish upon said plaintiff as set forth in said complaint and that by reason thereof said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between plaintiff and defendant dissolved and to be divorced from the said defendant;

The court further finds that there has been born to the plaintiff and defendant as issue of said marriage, one child, a girl, whose name is Roberta Annette Fitch, and whose present age is 8 years, and that said minor child is now in the care and custody of the plaintiff;

The court further finds that the said plaintiff has been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff, Edith B. Fitch, and the defendant William L. Fitch, be, and the same hereby are, dissolved and set aside, and the said plaintiff be, and she hereby is, forever divorced from the defend-

ant, and each the said plaintiff and the said defendant is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be, and she hereby is, awarded the sole and exclusive custody and control of the minor child of said marriage of the plaintiff and defendant, to-wit: Roberta Annette Fitch, a daughter, with the right of the said defendant to visit said minor child at all reasonable times and to have the said minor child visit him at reasonable times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant, William L. Fitch, be, and he hereby is, ordered and directed to pay to the said plaintiff the sum of Fifty Dollars ($50.00) each and every month for the education, care, support and maintenance of said minor child until said minor child shall attain the age of majority.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff is the owner as her sole and separate property and not in any respect as community property of all of the right, title and interest of the said plaintiff and the said defendant in and to the various items of household furniture and effects as described in said complaint.

Dated June 10th, 1949.

Oliver F. Koelsch
District Judge

STATE OF IDAHO,
County of Owyhee, } ss.

I, F.M.Hobbs, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce-Edith B.Fitch vs William L.Fitch filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13th day of June, 1949.

By ....., Deputy.

F.M.Hobbs
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE.

ANDREW J. WALKER,
Plaintiff,
-vs-
PAULINE WALKER,
Defendant.

DECREE 2227

6/18/49 1:45 PM
Fae Hobbs

* * * * *

The above-entitled action came on regularly to be heard and tried before the Court at Chambers in Boise, Ada County, State of Idaho, sitting without a jury, on the 17th day of June, 1949, plaintiff appearing in person and with his attorney, Milo Axelsen, and the defendant not appearing either in person or by attorney; and the Court having heretofore entered the default of the defendant, the Court proceeded to hear the evidence introduced in support of plaintiff's amended complaint; and it appearing to the Court that the defendant is guilty of extreme cruelty, and the Court being fully advised in the premises,

IT IS ORDERED, ADJUDGED and DECREED That the Plaintiff, Andrew J. Walker, be divorced from the Defendant, Pauline Walker, and that the bonds of matrimony heretofore existing between the Plaintiff and the Defendant be dissolved; and

IT IS FURTHER ORDERED, ADJUDGED and DECREED, That the following described real property situate in Owyhee County Idaho, to-wit:

An undivided one-half interest in:
The SW¼ of the SW¼, and Lots 1 and 2 in Section 22, also the W½ of the NW¼ of the NW¼ of Section 27, and the W½ of the SW¼ of the NW¼ of Section 27, also a fractional parcel whose boundaries commence at a point 40 feet East of the NE corner of the NW¼ of the NW¼ of Section 27, running thence West 700 feet, thence South 700 feet, thence in a straight line to the place of beginning; also a fractional parcel whose boundaries commence at a point 200 feet North from the center of the W½ of the NW¼ of Section

27; thence 1520 feet South, thence East to the SE corner of the SW¼ of the NW¼ of Section 27, thence 500 feet North, thence in a straight line to the place of beginning; all of said parcels of land being situated in Twp 1 North, Range 3 W.B.M., in Owyhee County, Idaho; Excepting the following described premises; commencing at a point 40 feet East from the NE corner of the NW¼ of the NW¼ of Section 27, thence 1280 feet to the NE corner of the NW¼ of Section 27, thence Northerly along the South bank of the Snake River 970 feet, thence in a straight line to the place of beginning, being 40 feet East from the NE corner of the NW¼ of the NW¼ of Section 27, Twp 1 North, Range 3 W.B.M., in Owyhee County, Idaho;

Also the SE¼ and the NE¼ of the SW¼ of Section 7, and the NE¼, the SE¼ of the NW¼, the NE¼ of the SW¼, the NW¼ of the SE¼, and the Lots 2 and 3 of Section 18 in Twp 1 South of Range 4 West, and the SE¼ of the NE¼ and the NE¼ of the SE¼ of Section 13 in Twp 1 South of Range 5 W.B.M., containing 640.78 acres, in Owyhee County, Idaho.

Also 13½ acres in the Williams Tract, being Tax No. 9 and Old Tax No. 4.

Also and undivided one-half interest in livestock branded " " on the left hip.

is the sole and separate property of the plaintiff, free and clear of any interest of the defendant.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that an equity in a 1941 Chevrolet coupe be awarded to the plaintiff as his sole and separate property.

Dated at Chambers in Boise, Ada County, State of Idaho, this 17th day of June, 1949.

(SEAL)

CHAS. E. WINSTEAD
District Judge.

STATE OF IDAHO, }
County of Owyhee, } ss.

CERTIFICATE

I, F.M.Hobbs, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original /Decree of Divorce-Andrew J.Walker
vs
Pauline Walker

filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of June, 1949.

F.M.Hobbs
Clerk.

By ....., Deputy.

6790

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE.

ALADYNE M. DETTON,
Plaintiff,
-vs-
GLENN J. DETTON,
Defendant.
* * * * * * * * * * * * * *

JUDGMENT 2246

Filed 6/18/49 1:20 P.M.
Lee Hobbs
Clerk
By [illegible] Deputy

THIS CAUSE, Coming on regularly for trial this 17th day of June, A.D. 1949, Frank F. Kibler, Esq., appearing as counsel for the plaintiff, and the defendant not appearing by counsel or otherwise, and it appearing to the Court that summons in this cause has been heretofore duly and regularly served upon the defendant herein personally, and that the defendant has failed to answer, appear, or plead to the plaintiff's complaint herein within the time allowed by law, or at all, and on motion of Frank F. Kibler, Esq., attorney for the plaintiff, the default of the defendant for his failure to appear, plead or answer plaintiff's complaint herein was duly and regularly entered by the Clerk of this Court on June 17th, 1949, pursuant Order of the Court.

WHEREUPON, Witnesses were sworn and evidence introduced on behalf of the plaintiff and the cause submitted, from which it appears that all of the allegations of the complaint are sustained by testimony, free from all legal exceptions as to its competency, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, on motion of Frank F. Kibler, attorney for the plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that the plaintiff shall have, and she hereby is, granted a divorce from the defendant on the grounds of extreme cruelty, and that the bonds of matrimony between said plaintiff and defendant are hereby dissolved; and the parties are hereby restored to the status of single, unmarried persons.

~~IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby~~

FRANK KIBLER
LAWYER
NAMPA, IDAHO

ORDER, ADJUDGE AND DECREE that the plaintiff be and she hereby is restored to her maiden name, to-wit: ALADYNE M. ROSE.

Done in open Court at Boise, in Ada County, Idaho this 17th day of June, A.D. 1949.

Chas. C. Winstead
District Judge

STATE OF IDAHO, }
County of Owyhee, } ss.

CERTIFICATE

I, F.M.Hobbs, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Judgment of Divirce-Aladyne M.Detton vs Glenn J.Detton

filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of June, 1949.

F.M.Hobbs
Clerk.

By ....., Deputy.

FRANK KIBLER
LAWYER
NAMPA, IDAHO

COPY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE

2238

4/25/49 12:20 M Fee Noble

MARGARET WEIBUSCH,

Plaintiff,

-vs-

CARL ROBERT WEIBUSCH,

Defendant.

J U D G M E N T

THIS CAUSE, Coming on regularly for trial this ~~17th~~ 27th day of June, A.D. 1949, Frank F. Kibler, Esq., appearing as counsel for the plaintiff, and the defendant not appearing by counsel or otherwise, and it appearing to the Court that summons in this cause has been heretofore duly and regularly served upon the defendant herein by publication, and that the defendant has failed to answer, appear, or plead to the plaintiff's complaint herein within the time allowed by law, or at all, and on motion of Frank F. Kibler, Esq., attorney for the plaintiff, the default of the defendant for his failure to appear, plead or answer plaintiff's complaint herein was duly and regularly entered by the Court on June ~~17th~~ 27th, 1949, pursuant to Order of the Court.

WHEREUPON, Witnesses were sworn and evidence introduced on behalf of the plaintiff and the cause submitted, from which it appears that all of the allegations of the complaint are sustained by testimony, free from all legal exceptions as to its competence, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, on motion of Frank F. Kibler, attorney for the plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that the plaintiff shall have, and she hereby is, granted a divorce from the defendant on the grounds of habitual intemperance and failure to provide, and that the bonds of matrimony between said plaintiff and defendant are hereby dissolved; and the parties are hereby restored to the status of single, unmarried persons.

FRANK KIBLER
LAWYER
NAMPA, IDAHO

Done in open Court at Boise, in Ada County, Idaho, this 24th day of June, A.D. 1949.

Charles E. Winstead
District Judge

STATE OF IDAHO,
County of Owyhee, } ss.

CERTIFICATE

I, F.M.Hobbs, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Judgment of Divorce-Margaret Weibusch vs Carl Robert Weibusch

filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of June, 1949.

F.M.Hobbs
Clerk.

By ....., Deputy.

FRANK KIBLER
LAWYER
NAMPA, IDAHO

COPY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ONYHEE.

EDITH F. SLOANE,
Plaintiff,
-vs-
J. TYLAR SLOANE,
Defendant.
* * * * * * * * * * * * * *

Case No 2245

JUDGMENT

6/25/49 1:30 PM
Funkhouser

THIS CAUSE, Coming on regularly for hearing this 24th day of June, A.D. 1949, Frank F. Kibler, esq., appearing as counsel for the plaintiff, and the defendant not appearing by counsel or otherwise, and it appearing to the Court that summons in this cause has been heretofore duly and regularly served upon the defendant herein personally, and that the defendant has failed to answer, appear, or plead to the plaintiff's complaint herein within the time allowed by law, or at all, and on motion of Frank F. Kibler, Esq., attorney for the plaintiff, the default of the defendant for his failure to so appear, plead or answer plaintiff's complaint herein was duly and regularly entered by the Court at chambers on June 24th, 1949.

WHEREUPON, Witnesses were sworn and evidence introduced on behalf of the plaintiff and the cause submitted, from which it appears that all of the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competence, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, On motion of Frank F. Kibler, attorney for the plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that the plaintiff shall have, and she hereby is, granted a divorce from the defendant on the grounds of extreme cruelty, and that the bonds of matrimony between said plaintiff and defendant are hereby dissolved; and the parties are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby

ANK KIBLER
LAWYER
MPA, IDAHO

ORDER, ADJUDGE AND DECREE That the care, custody, control and education of the minor child, to-wit: Ulah Lee Sloane, age about 4 years, a daughter, be and the same is, hereby awarded, given and granted to plaintiff, subject to the right of the defendant to visit said child at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does hereby ORDER, ADJUDGE AND DECREE That money for support of said minor child be and the same is held in abeyance of the Court pending further application by the plaintiff therefore at a future date.

Done at Chambers in Boise, Ada County, Idaho this 24th day of June, A.D. 1949.

Clarence E. Wunderlich
District Judge

STATE OF IDAHO, }
County of Owyhee, } ss.

CERTIFICATE

I, F.M.Hobbs, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Judgment of Divorce- Edith F.Sloane vs J.Tylar Sloane filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of June, 1949.

F.M.Hobbs
Clerk.

By ....., Deputy.

FRANK KIBLER
LAWYER
NAMPA, IDAHO

6793

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE.

* - - -*

PHYLLIS DILLON,

PLAINTIFF,

VS.

WILLIAM DILLON, sometimes known as W. T. Dillon,

Defendant.

DECREE OF DIVORCE.

Case No. 2241

District Court

Date Filed 6/25/49 9 o'clock

Fred Webb

By

This cause came on for hearing this 24th day of June, 1949, before the Hon. Charles E. Winstead Judge of the within court, in Boise, County of Ada, State of Idaho, the plaintiff Phyllis Dillon, appearing in person and by her attorney Phil J. Evans, of Murphy, County of Owyhee, State of Idaho, and the defendant William Dillon, sometimes known as W.T.Dillon, not appearing either in person or by counsel, and

It appearing to the satisfaction of the court that the said defendant has been personally served with a copy of the verified complaint on file in the within action, and has waived service of process in said action and has entered his voluntary appearance in said action and taken the statutory time to plead to said complaint, and it further appearing to the satisfaction of the court that the said defendant has failed to plead to said complaint within the time allowed by law or at all, and that the time allowed by law for said defendant to plead to said complaint has expired, the default of said defendant is therefore entered in the within action, and it further appearing that the said defendant is not now, nor has he been during the pendency of this action enrolled in the military forces of the United States as defined in Section 101 (1) of the Act of Congress, approved October 17th, 1940, and cited as the Soldiers' and Sailors' Relief Act of 1940, or any Act of Congress amendatory thereof, or any legislation of the State of Idaho duly adopted and approved;

The Court proceeded to hear the evidence adduced by the plaintiff in support of the allegations contained in her complaint on file in the within action, and upon the conclusion of the said evidence, duly

corroborated as required by law, and the final submission of this cause for the determination of the court, the law and the evidence being by the court understood and fully considered, and it appearing to the satisfaction of the court that all the material allegations of plaintiff's complaint are true, and such is found to be the fact, and that plaintiff is entitled to a decree of divorce as prayed in said complaint:

Now, therefore, on motion of Phil J. Evans, attorney for the said plaintiff, and in consideration of the premises, and the power in me vested by the laws of the State of Idaho,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the said plaintiff PHYLLIS DILLON, be, and she is hereby granted a divorce from the said William Dillon, sometimes known as W.T.Dillon, and that the bonds of matrimony heretofore existing between the said plaintiff and the said defendant be, and the same are hereby dissolved and set aside, and the said parties and each of them are hereby restored to the status of single, unmarried persons. Custody of minor child Wilma Josephine Dillon is hereby awarded to plaintiff herein.

Done at the courtroom of the within Court in Boise, County of Ada, State of Idaho, this 24th day of June, 1949.

Charles E. Winstead.

District Judge.

STATE OF IDAHO, }
County of Owyhee, } ss.

CERTIFICATE

I, F.M.Hobbs, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce- Phyllis Dillon vs William Dillon

filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of June, 1949.

F.M.Hobbs

By ....., Deputy.

Clerk.

X

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF PAYETTE

GLADYS LUCILLE HURD,

Plaintiff,

vs.

B. CARSON HURD,

Defendant.

No. 2682
Filed
June 20, 1949,
Lillian Wilson,
Clerk.

DECREE OF DIVORCE

This cause came on regularly to be heard by the court this 20th day of June, 1949, the plaintiff appearing with her attorney, J. P. Reed, and the defendant manking no appearance. And it being shown to the court that the defendant herein was duly served with summons in this action and has failed to appear herein and plead to plaintiff's complaint within the time allowed by law or at all, and that the default of the defendant has been duly entered and filed herein, and that a proper affidavit of military status is on file herein showing that the defendant is not in the military service of the United States of America, thereupon the court heard the evidence of plaintiff in support of her complaint, together with other evidence in corroboration of plaintiff, from which evidence the court now finds that the material allegations of plaintiff's complaint are true, and that she is entitled to the relief therein prayed for. Wherefore the court now renders judgment in this action in favor of plaintiff and against the defendant as follows, to-wit:

1. It is hereby ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between the plaintiff, Gladys Lucille Hurd, and the defendant, B. Carson Hurd, be, and the same are, hereby absolutely dissolved; and that plaintiff and defendant, and each of them, are hereby restored to their former status of unmarried persons.

2. It is hereby ordered, adjudged and decreed by the court that the custody of the minor child of plaintiff and defendant, Gary Carson Hurd, be, and it is hereby, awarded to the plaintiff, with the right, however, on the part of the defendant to see and visit said child at all reasonable times and all reasonable places under reasonable circumstances.

Done in open court this 20th day of June, 1949.

A. O. SUTTON

District Judge.

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree of Divorce has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2682.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20 day of June, 1949.

Lillian Wilson
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE.

- - - - - - - - - - - - - - -

Lydia Boren,

Plaintiff,

-vs-

Eddie Boren,

Defendant.

Action No. 2686

D E C R E E.

Filed
June 20, 1949
Lillian Wilson,
Clerk

- - - - - - - - - - - - - - -

This cause came on regularly to be heard in open Court on the 20th day of June , 1949, and it appearing that the defendant, Eddie Boren, was duly and regularly served with process herein by personal service upon him in the State of Idaho, according to law, and that he has failed to appear in any manner or at all herein although the time for appearance has fully expired, and a proper and sufficient affidavit showing that the defendant was not at any time during the pendency of this action and is not now in the service of the United States of America, either army, navy or otherwise, having been filed herein and based thereon a Judge of this Court made and there was filed an order permitting the default of said defendant to be entered upon proper and sufficient showing of service upon said defendant, and thereupon and on such order and showing of proper service upon said defendant, the Clerk of this Court duly entered the default of the said defendant, and the Court thereupon proceeded to try said cause.

The Court having heard the testimony of the plaintiff and a witness in her behalf and having examined the evidence in support of the allegations of the complaint herein, and the matter having been submitted to the Court for judgment, and the Court having considered the evidence and being fully advised in the premises, finds: That all the material allegations of the plaintiff as set forth in her complaint herein are true, to-wit: That plaintiff and defendant intermarried as alleged in said complaint; that plaintiff is and for more than six weeks preceding the commencement of this action was a bona fide resident of the State of

Idaho; that plaintiff and defendant ceased to live together as husband and wife as alleged in said complaint and ever since they so ceased to live together have been and now are living separate and apart; that the defendant has been guilty of extreme cruelty in his conduct toward and treatment of the plaintiff as alleged in said complaint, without just cause on the part of the plaintiff; that there were born as the issue of said marriage two children, to-wit: Ralph Boren, now aged 10 years, and Chester Boren, now aged 8 years, each of whom is now with the plaintiff and have been so during the pendency of this action and before; that plaintiff desires to have the care, custody and control of said children and each of them to be awarded to her and that they should be so awarded, plaintiff being a proper person to have same so awarded; that the defendant is an able bodied man, capable of earning good wages, and that the plaintiff desires to have awarded to her the sum of $25.00 per month for each of said children to assist in their care and support; that plaintiff owns as her separate property the lands and premises described in the complaint herein, and that the personal property therein described is community property of said parties.

The Court therefore finds that plaintiff is entitled to judgment and decree of this Court dissolving the bonds of matrimony now existing between herself and the defendant, on the grounds of extreme cruelty of the defendant toward the plaintiff; that the plaintiff should be awarded the care, custody and control of the minor children of said parties; that the defendant should be required to pay to the plaintiff toward the support and maintenance of said minor children the sum of $25.00 per month, each, and to continue during the minority of each of said respective children; that the real and personal property described in said complaint should be decreed to the plaintiff to be her sole and separate property of the plaintiff.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between the plaintiff, Lydia Boren, and the defendant, Eddie Boren, be, and the same hereby is dissolved on the grounds of extreme cruelty of the defendant toward the plaintiff, and that the said parties be and they are hereby relieved of all the obligations

of said marriage and are returned to the status of unmarried persons.

2. That the care, custody and control of the minor children of said parties,- Ralph Boren and Chester Boren, and each of them, is hereby awarded to the plaintiff, subject to the further order of this Court, but that the defendant shall have the right to visit said children at reasonable times and places.

3. That the defendant pay to the plaintiff for her use in the care and support of the said minor children the sum of $25.00 for each child, per month, to continue each month during the minority of such child, the first of such monthly payments to be made on the day of July, 1949, and to so continue to be made on such day of each month thereafter.

4. That the following described real and personal property is hereby set over and decreed to the plaintiff, the same to be her sole and separate property of the plaintiff, and the rents, issues and profits thereof to be likewise the sole and separate property of the plaintiff, to-wit:

> Beginning at a point 935 feet East and 1380 feet North of the Southwest corner of Section 27, Township 9 North, Range 5 West of the Boise Meridian; run thence West 196.7 feet, thence North 50 feet, thence East 196.7 feet, thence South 50 feet to the point of beginning; together with any and all irrigation rights thereunto belonging;
>
> the household, furniture, fixtures and equipment of the parties to this action.
>
> Done in open Court this 20th day of June, 1949.

A. O. Sutton
District Judge.

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2686.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20 day of June, 1949.

Lillian Wilson
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE.

- - - - - - - - - - - - -

Elwood L. Canaday,

Plaintiff,

-vs-

Pauline A. Canaday,

Defendant.

Action No. 2678.

D E C R E E.

Filed
June 20, 1949
Lillian Wilson,
Clerk.

- - - - - - - - - - - - -

This cause came on regularly to be heard in open court on the 20th day of June, 1949, and it appearing that the defendant, Pauline A. Canaday, was duly and regularly served with process herein by personal service upon her outside the State of Idaho, according to law, and that she has failed to appear in any manner or at all herein although the time for appearance has fully expired, and a proper and sufficient affidavit showing that the defendant was not at any time during the pendency of this action and is not now in the service of the United States of America, either army, navy, or otherwise, having been filed herein and based thereon a Judge of this Court made and there was filed an order permitting the default of said defendant to be entered upon proper and sufficient showing of service upon said defendant, and thereupon and on such order and showing of proper service upon said defendant, the Clerk of this Court duly entered the default of said defendant, and the Court thereupon proceeded to try said cause.

The Court having heard the testimony of the plaintiff and a witness in his behalf and having examined the evidence in support of the allegations of the complaint herein, and the matter having been submitted to the Court for judgment, and the Court having considered the evidence and being fully advised in the premises, finds: That all the material allegations of said complaint are true, to-wit: That plaintiff and defendant intermarried as alleged in said complaint; that plaintiff is and for more than six weeks immediately preceding the commencement of this action was a bona fide resident of the State of Idaho; that

plaintiff and defendant ceased to live together as husband and wife as alleged in said complaint and ever since that date have lived and are now living separate and apart; that the defendant has been guilty of extreme cruelty toward the plaintiff in that for long periods of time would be morose and would refuse to talk with him and would leave home for long periods of time without sufficient or any cause; that she seemed happy only when she was causing the plaintiff unhappiness; that she was instrumental in causing plaintiff to serve a jail sentence because of a minor game infraction; that she was not satisfied with the plaintiff's earnings and constantly nagging at him and constantly dissatisfied with what he was doing and the work engaged in, and never satisfied to live in one place long at a time and wanted to be constantly on the move; that normal relationship of husband and wife did not exist between them; and by various other and similar acts; all of which acts were calculated by the defendant to cause plaintiff mental suffering and worry and did so; that all of such acts were without cause on the part of the plaintiff and not because of any act or deed by him; that there were born as the issue of said marriage three children,- Raymond Larry Canaday, Lucy Ann Canaday, and Rodney Lee Canaday, which said children are now with the defendant in the State of Nebraska, and because of such fact are not within the jurisdiction of this Court and have not been during the pendency of this action and therefore the custody of such children is not and should not be determined by this Court; that there are no property rights of the parties hereto involved in this action.

The Court therefore finds that plaintiff is entitled to judgment and decree of this Court dissolving the bonds of matrimony now existing between himself and the defendant, on the grounds of extreme cruelty of the defendant toward the plaintiff; and that the custody of each of the minor children of the parties to this action should not at this time be settled.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED:

That the marriage between the plaintiff, Elwood L. Canaday, and the defendant, Pauline A. Canaday, be, and the same hereby is dissolved on the grounds of extreme cruelty of the defendant toward the plaintiff,

and that the said parties be and they are hereby relieved of all the obligations of said marriage and are returned to the status of unmarried persons.

Done in open Court this 20th day of June, 1949.

A. O. Sutton
District Judge.

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2678.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20 day of June, 1949.

Lillian Wilson
Clerk of the District Court

4

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

* * * * *

ETHEL WERRY, Plaintiff,

-vs-

DAVID C. WERRY, Defendant.

No. 2675

Filed June 20, 1949 Lillian Wilson, Clerk.

DECREE OF DIVORCE

This cause came on regularly for hearing this 20th day of June, 1949, plaintiff appearing in person and by her attorney of record Herman Welker, Esq., and the defendant not appearing in person, or otherwise, and it appearing to the satisfaction of the Court that said defendant has been duly and regularly served with summons by personal service within the State of Idaho, and the time for answering or appearing in said matter having exired the default of the defendant was duly and regularly entered, and it appearing that the defendant does not come within the Soldier and Sailors' Civil Relief Act of 1940, as amended, the Court then proceeded to hear the testimony and evidence introduced by the plaintiff in support of her cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grievous mental suffering and bodily injury in and upon the person of the plaintiff, all without cause or provocation.

Now, Therefore, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the plaintiff Ethel Werry and Defendant David C. Werry, be, and the same are hereby dissolved, and the plaintiff be and she is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of extreme cruelty as prayed for in her complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons;

It is hereby further ORDERED, ADJUDGED and DECREED, That plaintiff be

awarded the care, custody and control of Sandra Lynn Werry and David Mark Werry, minor children of the parties hereto, during the nine months of the year which do ordinarily constitute the school term, with reasonable rights of visitation on the part of the defendant; and that defendant is awarded the care, custody and control of Sandra Lynn Werry and David Mark Werry during the three months of the year which do ordinarily constitute the summer vacation period, with reasonable rights of visitation on the part of the plaintiff;

It is hereby further ORDERED, ADJUDGED and DECREED, That defendant pay to the plaintiff the sum of Twenty-five Dollars ($25.00), per month, for the care, support, maintenance and education of Sandra Lynn Werry, minor daughter of the parties hereto, during the nine months of the year said child is in the custody of the plaintiff, with payments to begin on the 1st day of September, 1949, and to continue monthly thereafter for a period of nine months and during the time said child is in the custody of the plaintiff; said payments to continue yearly on this basis until Sandra Lynn Werry reaches the age of her majority, or unless she sooner marries; and,

It is hereby further ORDERED, ADJUDGED and DECREED, That defendant pay to the plaintiff the sum of Twenty-five Dollars ($25.00), per month, for the care, support, maintenance and education of David Mark Werry, minor son of the parties hereto, during the nine months of the year said child is in the custody of the plaintiff, with payments to begin on the 1st day of September, 1949, and to continue monthly thereafter for a period of nine months and during the time said child is in the custody of the plaintiff; said payments to continue yearly on this basis until David Mark Werry reaches the age of his majority, or unless he sooner marries.

Done in Open Court this 20th day of June, 1949, at Payette, Idaho.

A. O. Sutton
District Judge

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree of Divorce has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2675.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20 day of June, 19 49.

Lillian Wilson
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

* * * * *

JOE TALBOT,

Plaintiff,

-VS-

HELEN MAXINE TALBOT,

Defendant.

No. 2677

Filed June 20, 1949
Lillian Wilson, Clerk/

DECREE OF DIVORCE

- - - - -

This cause came on regularly for hearing this 20th day of June, 1949, plaintiff appearing in person and by his attorney of record Herman Welker, Esq., and the defendant appearing by a General Appearance and Waiver, in which said defendant states she is not a member of the Armed Services of the United States of America, or entitled to any rights by virtue of the Soldier and Sailors' Civil Relief Act of 1940, as amended, and the defendant in said General Appearance and Waiver having admitted due and legal service of summons and having refused to plead further in said matter, and consented that her default might be entered and the Court hear the matter at its earliest convenience, the Court then proceeded to hear testimony and evidence introduced by plaintiff in support of his cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grievous mental suffering and bodily injury in and upon the person of the plaintiff, all without cause or provocation.

Now, Therefore, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the plaintiff Joe Talbot and the defendant Helen Maxine Talbot, be, and the same are hereby dissolved, and the plaintiff be and he is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of extreme cruelty as prayed for in his complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons; and,

It is hereby further ORDERED, ADJUDGED and DECREED, That the Property Settlement Agreement marked Exhibit 'A' and attached hereto, is approved by the Court and made a part of this Decree of Divorce; and,

It is hereby further ORDERED, ADJUDGED and DECREED, That defendant's former name of Ruckmer is restored to her.

Done in Open Court this 20th day of June, 1949, at Payette, Idaho.

A. O. Sutton
District Judge

Exhibit 'A'

THIS AGREEMENT, Made and entered into this 29th day of November, 1948, by and between Joe Talbot, of Payette, County of Payette, State of Idaho, first party, and Helen Maxine Talbot, of Payette, County of Payette, State of Idaho, second party, WITNESSETH: That

WHEREAS, the parties hereto are now husband and wife and have been living together as such since their marriage, but unhappy and insurmountable conditions exist and will continue to exist between them making it impossible for them to so live together hereafter, and for that reason they deem it best that their property interests be settled between them, both as to present property rights and also as to future interests and property rights, and for that reason and for that purpose said parties agree as follows:

That they shall from the date hereof henceforth live separate and apart from each other, and neither shall in anywise molest or interfere with the personal liberty of the other; that neither shall make any demands upon the other in any other way than as may be provided in this agreement.

That second party shall deed by quit claim deed any and all right, title, claim and interest she has or may have in and to that certain real property belonging to said parties located in the County of Payette, State of Idaho, and which is described as follows, to-wit:

The East 24 feet of Lot One and all of Lot Two in Block Two of the Amended Plat of the Payette Heights Addition to the City of Payette, Idaho, according to the official plat of said addition on file and of record in the office of the County Recorder of Payette County, Idaho.

That second party shall also give to first party a bill of sale conveying to first party and and all right, title, claim and interest she has, or may have in and to the following described personal property located in the County of Payette, State of Idaho, to-wit:

All household furniture, fixtures, goods and equipment in the residence of first party in Payette County, Idaho, meaning to include and including all thereof excepting the personall effects of second party;

Also Chevrolet Sedan, Model 1948 FK, Motor No. FAA-376226, Serial No.

6FK-F-15243.

The above mentioned quit claim deed and bill of sale to be executed at the time of the execution of this agreement and delivered to first party upon execution hereof.

First party shall pay to second party the sum of Three Thousand Dollars ($3,000.00), lawful money of the United States, in cash, the whole thereof to be paid upon the execution of this agreement.

It is also agreed that the income, earnings and accumulations of each of the parties hereto hereafter shall be the sole and separate property of the one receiving and having same, free and clear of all rights, interests and demands of the other party.

It is also agreed that neither shall have any right of inheritance as an heir at law of the other and shall have no right in any part of any estate that may be left by the one predeceasing the other, providing that this provision shall not apply in case of bequest made by will of either party in favor of the other.

It is also agreed that in the event either party shall hereafter apply to any Court for a divorce from the other neither party shall be entitled to any money judgment against the other by way of attorneys fees, alimony, suit money, or otherwise, or at all. It is also agreed that in case of any such action the former name of second party may be restored to her, same being the name of second party's son, and it is also agreed that first party does not have and shall not hereafter claim to have any right to the custody of, or interest in or responsibility for the son of second party by a former marriage.

It is further agreed that in case either party shall hereafter request the execution of any reasonable and proper instrument by the other in order to remove question from title to property of the party requesting such instrument, or any other reasonable reason, the one so requested for such instrument shall with due diligence execute same upon the request of the other party, but all expense thereof shall be paid by the party requesting same, and this provision shall continue in full force and effect.

It is also agreed that this agreement is voluntarily entered into by each party, without threat of any kind and without coercion or undue influence or

misrepresentation on the part of any one or at all, and with full understanding of all the terms and conditions hereof.

IN WITNESS WHEREOF, Said parties have hereunto set their hands and seals, the day and year first above written.

Joe Talbot (SEAL)
First Party

Helen Maxine Talbot (SEAL)
Second Party

STATE OF IDAHO)
(ss.
County of Payette.)

On this 29th day of November, 1948, before me, W. R. McClure, a Notary Public in and for said State, personally appeared Joe Talbot and Helen Maxine Talbot, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate written.

(S E A L)

W. R. McClure
Notary Public for Idaho
Residing at Payette, Idaho

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree of Divorce has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2677.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20 day of June, 1949.

Lillian Wilson
Clerk of the District Court

6799

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER.

LOLA WALKER, PLAINTIFF,

VS.

WAYNE WALKER, DEFENDANT.

DECREE

Case No. 357
Instrument No. 6
Filed June 11, 1949
By Isabel Adams Clerk
Deputy

The above entitled action came on to be heard at Chambers at Pocatello, Idaho, before the Court on the tenth day of June, 1949, plaintiff appearing in person and by her attorney, Chas. T. Cotant, and the defendant not appearing, either in person or by an attorney.

Upon said hearing, it appearing to the satisfaction of the Court that Defendant, Wayne Walker, was duly served with summons on the fourth day of June, 1949, as appears on the acceptance of service made by the defendant, Wayne Walker on said date in Power County, Idaho, said acceptance of service being attached to the summons on file herein, and the defendant not having made an appearance and having filed no answer or any other pleading to the said complaint, as provided by statute, and a clerk's default having been duly entered, according to law, and the Court having considered the law and the evidence, and it appearing satisfactorily to the Court that each and all of the material allegations and averments in plaintiff's complaint are true.

Now therefore, it is ORDERED, ADJUDGED and DECREED that the above named plaintiff is entitled to a divorce upon the grounds stated in her complaint, and the bonds of matrimony heretofore existing between plaintiff and defendant should be dissolved;

Therefore, it is ORDERED, that it be dissolved and each of them are hereby restored to a single, unmarried state.

It is further ORDERED and DECREED that the minor child, Carol Jean Walker, girl, aged seven years, shall be placed in the

care and custody of Charles Bryan and Mrs. Charles Bryan; that the defendant, Wayne Walker, be required to pay to the said parents of the plaintiff herein, Charles Bryan and Mrs. Charles Bryan, the sum of Forty $40.00 DOLLARS, per month for the care and maintenance of the minor child, Carol Jean Walker, beginning on the first day of July, 1949, and on the first day of each and every month thereafter until further order of this court.

Isaac McDougall
District Judge.

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the case of LOLA WALKER vs. WAYNE WALKER as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 11th day of June, 19 49.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen I Stull
Deputy

6800

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - - - - - - -

HELEN SHAUG,)
Plaintiff,) NO. 10845
- vs -)
) D E C R E E
JAMES J. SHAUG,)
Defendant)

- - - - - - - - - -

This cause came regularly on to be heard on this 1st day of June, A D 1949, before the Honorable Albert H Featherstone, Judge of the above-entitled Court, sitting without a jury, and it appearing to the court that the said defendant heretofore appeared in said cause by Demurrer and that said Demurrer was heretofore over-ruled by the above-entitled court, and the defendant having refused to further appear or plead in said cause, the default of said defendant for his failure to further appear or plead having heretofore been entered, the plaintiff appeared in person and by her attorney, W. L. Tuson, and the defendant did not appear

WHEREUPON, the court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her complaint and after having heard the same, the testimony was closed.

WHEREUPON, the court, considering the aforesaid testimony, together with the papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusion of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be dissolved and that the plaintiff be and she is hereby granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the property settlement heretofore entered into by plaintiff and defendant on the 25th day of May, 1949, is hereby approved and confirmed.

Done in open court this 1st day of June, 1949.

(Signed) Albert H. Featherstone

(SEAL)

Entered, Docketed and Filed
JUN 1 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO } SS
COUNTY OF SHOSHONE }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 1st day of June 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - - - - -

JAMES J. HOWIE,

Plaintiff,

-vs-

JUNE HOWIE,

Defendant.

No. 10786

D E C R E E

This cause came regularly on to be heard this 1st day of June, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff, taken as confessed by the defendant by her failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his Complaint and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and he hereby is awarded an absolute divorce from

defendant, on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant be, and she hereby is, awarded the right to retake, retain and use her former name of June Gilliam in the place and stead of the name of June Howie; and that defendant's former name of June Gilliam is hereby restored to her.

Done in open Court this 1st day of June, 1949.

Albert H Featherstone
District Judge

Entered, Docketed and Filed
JUN 1 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 1st day of June 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR SHOSHONE COUNTY

GENEVA LARKIN	)	
Plaintiff,	)	No. 10832
vs.	)	DECREE OF DIVORCE
KENNETH R. LARKIN	)	
Defendant,	)	

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Wallace, Shoshone County, State of Idaho, on this 2nd day of June 1949, before the Honorable A. H. Featherstone, one of the Judges of the above entitled Court and it appearing from the records in said cause that the defendant voluntarily entered his appearance in said cause and filed a written stipulation waiving the entry of findings of fact and conclusions of law and waiving any further time or notice of the time and place of trial and the plaintiff appearing in person and being represented by her attorney Harold S. Purdy and the defendant not being present or being represented whereupon witnesses were sworn and testified on behalf of plaintiff, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Geneva Larkin plaintiff and Kenneth R. Larkin defendant be, and the same hereby are set aside and held for naught and plaintiff is granted a decree of absolute divorce from said defendant upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that plaintiff be restored her former name of Geneva Flynn.

Dated at Wallace this 2nd day of June 1949.

A. H. FEATHERSTONE
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Geneva Larkin vs. Kenneth R. Larkin now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 2nd day of June 1949.

Clerk

By
Deputy

Entered, Docketed and Filed
JUN 2 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO }
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 2nd day of June 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

LOUISE McGRAW,
Plaintiff,
vs.
JOSEPH McGRAW,
Defendant.

No. 10739

D E C R E E

- - -

This cause coming on regularly to be heard before me, the undersigned Judge of the above entitled court, plaintiff appearing in person and through her attorneys of record and with her witnesses and the defendant appearing not, and it appearing from the records and files in said cause that the said defendant has been duly and regularly served with summons in the manner as provided by law and that the time within which said defendant could appear or plead has heretofore elapsed and the default of the said defendant has been duly entered; witnesses having been called, sworn and examined on behalf of the plaintiff and the court being fully advised in the premises,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony heretofore and now existing between plaintiff and defendant be and they are hereby dissolved and plaintiff is awarded a decree of absolute divorce therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the sole care, custody and control of the two minor children of plaintiff and defendant be and it is hereby awarded to plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that plaintiff have restored to her her maiden name, Louise Saccomanno.

Done in open court this ~~26th~~ 2nd day of ~~May,~~ June 1949.

ALBERT H. FEATHERSTONE

District Judge

Entered, Docketed and Filed
JUN 2 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 2nd day of June 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District of the State of Idaho
in and for Shoshone County, Idaho

By Betty Burster Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - -

EDITH WIEGAND,)
Plaintiff,) #10797
-vs-) D E C R E E
EDWARD F. WIEGAND,)
Defendant.)

- - - - -

This cause came regularly on to be heard this 6th day of June 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff herein, taken as confessed by the defendant for his failure to appear and plead to the verified Complaint of the plaintiff on file herein. Mr. John J. Peacock appeared as attorney for the plaintiff and the defendant made no appearance; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process; and that said service was by publication of Summons in the Kellogg-News--Wardner, a newspaper published at Kellogg, Shoshone County, Idaho, and that said publication of Summons was for the time required by law. And after said publication, the defendant having failed to appear or answer said Complaint within the time allowed and permitted by law; and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint

and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is, awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff's interest in that certain contract by which she is purchasing the following described property:

> PARCEL NO. 1: That portion of Farm Lot One Hundred Fourteen (114) of the American Colony Tract as per map recorded in Book 19, Pages 89 and 90 of Miscellaneous Records in the office of the County Recorder of said County, described as follows:
> Beginning at a point on a line that is parallel with and distant North one hundred forty-six and thirty-nine hundredths (146.39) feet from the South line of said Lot One Hundred Fourteen (114); said point of beginning being distant East along said parallel line three hundred (300) feet from the West line of said Lot; thence North parallel with the West line of said Lot seventy-three (73) feet; thence East parallel with the South line of said Lot, forty (40) feet; thence South parallel with the West line of said Lot, seventy-three (73) feet; thence West parallel with the South line of said Lot, forty (40) feet to the place of beginning.
> PARCEL NO. 2: A right of way for private driveway purposes over a strip of land thirty (30) feet in width extending from the West line of said Lot One Hundred Fourteen (114), Easterly a distance of four hundred twenty (420) feet, the center line of said strip being two hundred nineteen and thirty-nine hundredths (219.39) feet North of and parallel with the South line of said Lot, EXCEPT-

ING therefrom that portion thereof included in the above described PARCEL Number 1.
All of which property is in the City of Long Beach, County of Los Angeles, State of California,

be declared to be her sole and separate property, and that the defendant is forever barred and enjoined from claiming any right, title, equity and interest in and to said contract.

Done in open Court this 6th day of June , A. D. 1949.

Albert H Featherstone
District Judge

Entered, Docketed and Filed
JUN 6 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO }
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Wallace, Idaho, this 6th day of June 19 49

ANNA K. BATTICK
Clerk of the District Court
and Ex-Officio Auditor and Recorder
Shoshone County, Idaho
Betty Burster
Deputy

4

6805

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

MARY GALLUS,)
Plaintiff,) No. 10817
-vs-) D E C R E E
FRANK J. GALLUS,)
Defendant.)

- - -

This cause came regularly on to be heard this 7th day of June A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon a Complaint of the plaintiff on file herein. Mr. Robert E. Brown appeared as attorney for the plaintiff, and the defendant did not appear, and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and that said defendant was served with said process in Seattle, King County, State of Washington, and that the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is, awarded an absolute divorce.

Done in open Court this 7th day of June, A. D. 1949.

Albert H. Featherstone
District Judge

Entered, Docketed and Filed
JUN 7 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Wallace, Idaho, this 7th day of June 49
ANNA K. BATTICK
Clerk of the District Court of the Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

KATHERINE M. WALKER,
Plaintiff,
-vs-
HOMER A. WALKER,
Defendant.

No. 10813

D E C R E E

- - -

This cause came regularly on to be heard this 7th day of June, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff herein, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. Robert E. Brown appeared as attorney for the plaintiff, and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court, that the defendant was duly and regularly served with process, and that said defendant was served with said process in Pearl Harbor, Hawaii, and acknowledged service and waived his rights under the Soldiers' and Sailors' Relief Act of 1940; and the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of

counsel, together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is, awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff's name prior to her marriage with defendant of Katherine M. Partlow be, and the same hereby is restored to her.

Done in open Court this 7th day of June A. D. 1949.

Albert H. Jenkins
District Judge

Entered, Docketed and Filed
JUN 7 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF [illegible] } ss

I do hereby [illegible] the foregoing [illegible]
copy of the [illegible] Decree
on file in my office.
Witness my hand this 7th day of June 49

ANNA K. BATTICK

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

LUCILLE LILES, Plaintiff, vs. PAUL S. LILES, Defendant.	No. 10807 D E C R E E

This cause came on regularly to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, at Wallace, Idaho, on the 7th day of June, 1949. The plaintiff appeared in person and by her attorney, Dale Austin, and there was no appearance by or on behalf of the defendant.

It appeared to the satisfaction of the Court from the records and files herein that the defendant has been duly and regularly served with process at Sculthorpe, England, and has failed to enter an appearance herein and that his default was duly and regularly entered herein and has waived his rights under the Soldier's and Sailor's Civil Relief Act, by virtue of an affidavit on record in this cause.

Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint, and the Court being fully advised in the premises made and entered herein its Findings of Fact and Conclusions of Law.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony heretofore existing between the plaintiff, LUCILLE LILES, and the defendant, PAUL S. LILES, be, and the same are hereby dissolved, set aside and held for naught, and the plaintiff is hereby granted an absolute divorce from the defendant.

2. That the plaintiff is hereby restored the use of her former name, to-wit: BARROWS

Dated this 7th day of June, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
JUN 7 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 7th day of June 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District of Idaho for
Shoshone County, Idaho

By Betty Burster
Deputy

6808

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

EDNA L. NAYLOR, Plaintiff,)
vs.)
WARREN S. NAYLOR, Defendant.)

No. 10811

D E C R E E

This matter coming regularly on to be heard this 7th day of June, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court and the plaintiff being present and being represented by her attorney, Sennett S. Taylor. The defendant was not present and was not represented by counsel, his default having been duly and regularly entered herein the 27th day of May, 1949.

WHEREUPON, witnesses were called, sworn and examined and their testimony having been heard and considered by the court and the court having heretofore made and entered herein its Findings of Facts and Conclusions of Law, now therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be, and they hereby are, dissolved and that plaintiff be, and she hereby is, awarded an absolute divorce from defendant.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the care, custody and control of Ruth Naylor, minor daughter of plaintiff and defendant, be, and it hereby is, awarded to the plaintiff with defendant awarded the right to visit said child at all reasonable times and places.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that defendant pay to plaintiff for the support and welfare of

said minor child the sum of $50.00 per month, beginning with the 1st day of June, 1949, and continuing until further order of this court.

IT ISHEREBY FURTHER ORDERED, ADJUDGED AND DECREED that as her share of the community property belonging to plaintiff and defendant, plaintiff be, and she hereby is, awarded the following real and personal property, to-wit:

Lot Twelve (12) of Block Thirty-five (35) of the Townsite of Osburn, County of Shoshone, State of Idaho according to the official plat of said townsite on file and of record in the office of the county recorder of said county and state, together with the dwelling house situated on said lot and all household goods and furnishings in said dwelling.

The North Five (5) feet of Chestnut Street abutting on Lot Twelve (12) of Block Thirty-five (35) of the Townsite of Osburn, County of Shoshone, State of Idaho as aforesaid.

War Savings Bonds as follows:

Number	Amount
L 33017985 E	$50.00
L 56499130 E	50.00
L 56733700 E	50.00
L 52303176 E	50.00
L 103809022 E	50.00
L 109539281 E	50.00
L 126574089 E	50.00
L 94718569 E	50.00
L 145513020 E	50.00
L 138151729 E	50.00
L 123574430 E	50.00
L 91174531 E	50.00
L 10779191 E	50.00
L 99599057 E	50.00
L 96911370 E	50.00
Q 231361225 E	25.00

DATED this 7th day of June, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
JUN 7 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO)
COUNTY OF SHOSHONE) ss

I do hereby certify that the [illegible] is a true
copy of the original Decree
on file in my office.
Dated at Wallace, Idaho, this 7th day of June 49
ANNA K. BATTICK
Clerk District Court
Shoshone County, Idaho
By Betty Burster
Deputy

6809

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

FRANK ALMQUIST, Plaintiff,

vs.

EVA ALMQUIST, Defendant.

No. 10661

D E C R E E

This matter came regularly on to be heard before the Honorable Albert H. Featherstone, Judge of the above entitled court this 7th day of June, 1949. The plaintiff being present and being represented by his attorney, Sennett S. Taylor. The defendant was not present but was represented by her attorney, Herman J. Rossi. And the defendant's demurrer being overruled and thereupon said defendant refusing to plead further in this matter the defendant's default was thereupon duly entered herein.

Whereupon witnesses were called, sworn and examined and the court having heard their testimony and being advised in the premises and having heretofore made and entered herein its Findings of fact and Conclusions of Law.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be dissolved and that plaintiff be, and he hereby is, granted an absolute divorce from defendant.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that Nancy Carol Almquist, minor child of plaintiff and defendant be, and she hereby is, awarded to plaintiff and that plaintiff be, and he hereby is, ordered to place said child in the full care, custody and control of Edith Hoffman, sister of defendant, and that plaintiff and defendant be granted the right to visit and see said child at all reasonable times.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that should the best interests of said child so warrant it, this court upon proper application hereto may so change said care, custody and control of said child as will best serve the best interest of said child.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that any and all community property of plaintiff and defendant be, and it hereby is, awarded to plaintiff.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff pay to the said Edith Hoffman the necessary support money for the care and support of said child.

DATED this 7th day of June, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
JUN 8 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO)
COUNTY OF SHOSHONE) ss

I do hereby certify that the preceding is a
copy of the Decree
on file in my office
Dated at Wallace, Idaho 8th June 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

- - - -

BERTHA BOND
Plaintiff,

vs.

CYRUS J. BOND
Defendant,

No. 10831

D E C R E E

- - - -

This matter came regularly on to be heard before the undersigned, Judge of the above entitled court, sitting without a jury, on the 8th day of June, 1949. The plaintiff appeared by her attorney, Herman J. Rossi, and there being no appearance by or on behalf of the defendant.

It appeared from the records and files herein that the defendant had been personally served with Summons and Complaint in the County of Shoshone, State of Idaho, and that he had failed to appear, answer, or plead within the time provided by law, or at all, and that his default had been duly and regularly entered in the premises.

Thereupon the court proceeded to the hearing of the cause. Sworn testimony was offered by and on behalf of the plaintiff and in support of the allegations of her complaint and the court being fully advised in the premises made and entered its Findings of Fact and Conclusions of Law.

NOW THEREFORE, by virtue of the premises, and in accordance with said Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the court does hereby ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, BERTHA BOND, and the defendant CYRUS J. BOND, be and the same hereby are, dissolved, set aside, and held for naught, and the said BERTHA BOND is hereby granted an absolute divorce from the defendant, CYRUS J. BOND.

2. Full care and custody of the minor child of the parties, LEWIS RALPH BOND, age 3 is hereby awarded to the plaintiff.

3. That the defendant pay to the plaintiff the sum of $50.00 per month as support for said minor child.

4. All community property, real or personal of any kind or character is hereby awarded to the plaintiff to be her sole and separate property, and in particular, the following described property to-wit:

> A six room house, with bath, situated upon leased ground belonging to the Federal Mining and Smelting Company, being a tract lying in a northeasterly direction from the Village of Mullan Monument No. Six (6), at the southwesterly corner of Block Number Nine (9), sixty (60) feet to the northeasterly corner of said house; and it also lies twelve (12) feet south of a house belonging to Anna Tornberg, which house faces Court Street and is West of the Wheatley residence which now is owned by Frances Dooling,

is hereby awarded to the plaintiff.

Dated this 8th day of June, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
JUN 18 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true
copy of the original Decree
on file in my office.
Dated at Wallace, Idaho this 18th day of June 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District
Shoshone County, Idaho

By Betty Burster Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - -

BETTY JEAN SAMMS,)
Plaintiff,) No. 10820
-vs-) D E C R E E
ROBERT ARTHUR SAMMS,)
Defendant.)

- - - - - -

This cause came regularly on to be heard this 8th day of June , A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court sitting without a jury, upon a Complaint of the plaintiff herein, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. Robert E. Brown appeared as attorney for the plaintiff, and the defendant did not appear, and it having been proved to the satisfaction of the above entitled Court, that the defendant was duly and regularly served with process, and that said defendant was served with said process in Shoshone, County, State of Idaho, and that the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon fully and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is, awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the absolute care, custody and control of the minor children of said marriage be, and the care, custody and control of the minor children is hereby awarded to the plaintiff, with the right of visitation in the defendant at all reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant be, and he hereby is ordered to pay to plaintiff the sum of Sixty ($60.00) Dollars per month for the support, maintenance and care of the minor children of said marriage.

Done in open Court this 8th day of June , A. D. 1949.

Albert H Featherstone
District Judge

Entered, Docketed and Filed
JUN 8 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

A true copy.

ANNA K. BATTICK, CLERK DISTRICT COURT
By Betty Burster Deputy

STATE OF IDAHO)
COUNTY OF SHOSHONE) ss.

I do hereby certify that the foregoing
copy of the original Decree
on file in my office.
Dated at Wallace, Idaho, this 8th day of June, 49

ANNA K. BATTICK
Clerk of the District Court
In and for Shoshone County, Idaho
By Betty Burster Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

Martha Benson, Plaintiff. No. 10840

vs. DECREE.

Morris A. Benson, Defendant.

The above entitled action came regularly on to be heard at Wallace, Idaho, before Honorable Albert H. Featherstone, judge of said court, in chambers. The plaintiff appeared in person and was represented by her counsel, H. E. Worstell. The defendant did not appear either in person or by counsel.

It appeared to the satisfaction of the court from an examination of the record and files in said action that the summons in said action, together with a copy of the complaint, had been served, personally, upon the defendant, Morris A. Benson, at Shoshone County, Idaho, by the sheriff of Shoshone County, Idaho, on May 24, 1949. That the said defendant has wholly failed and neglected to appear in said action, or to demur to the complaint, or to answer the same within the time allowed by law; and that the default of the said defendant for such failure has been duly and regularly entered herein, and endorsed upon the complaint.

The plaintiff and a witness in her behalf were duly sworn as witnesses herein, and testified concerning the allegations of the complaint, and the court, being fully informed in the premises and of the facts of this action, and the making and filing of findings of fact and conclusions of law having been waived by the defendant by his failure to appear in this action, the court now makes and renders the following judgment and decree, to wit:

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the plaintiff, Martha Benson, and the defendant, Morris A. Benson, be, and the same hereby are, wholly dissolved and

annulled, and the said parties to this action be, and they hereby are, restored to the state of unmarried persons.

It is further ordered, adjudged and decreed that there is as the issue of said marriage one child, to wit, Norma Jean Benson, a daughter of the age of two years. That the sole care, custody and control of the said minor child be, and the same hereby is, awarded to the plaintiff, Martha Benson. That after the said Norma Jean Benson shall have arrived at the age of three years, the father, Morris A. Benson, shall have the right to see and visit the said child at all reasonable times.

It is further ordered, adjudged and decreed that the said parties to this action, the parents of the said minor child, have each agreed to pay and bear one-half of the expense of maintaining, caring for, clothing and educating the said minor child during the period of her minority.

It is further ordered, adjudged and decreed that the said parties to this action have heretofore mutually agreed upon and consummated a fair and equitable division of such community property as they acquired during the period of their marriage, and that there is now, at the date of this decree, no community property or assets of which each party has not obtained his or her fair share.

Dated at Wallace, Idaho, this 17th day of June, 1949.

Albert H Featherstone

JUDGE.

Entered, Docketed and Filed
JUN 17 1949
Anna K. Battick Clerk District Court
By Betty Burster Deputy

COUNTY OF SHOSHONE)

I hereby certify that the foregoing ... of the original Decree ... on file in my office.

Dated at Wallace, Idaho, this 17th day of June 49

ANNA K. BATTICK

Clerk ... First Judicial District ... Shoshone County, Idaho

By Betty Burster

Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

SUSAN L. GOLDEN,)
Plaintiff,)
vs.) No. 10841
) D E C R E E
RAYMOND G. GOLDEN,)
Defendant.)

- - - - -

This cause came regularly on to be heard on the 18th day of June, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. The plaintiff appeared in person and was represented by her attorney, Mr. Chas. E. Horning. The defendant did not appear, his default having theretofore been duly entered herein by reason of his failure to answer or otherwise plead to plaintiff's complaint within the time allowed him by law for so doing after summons herein had been personally served upon him on the 28th day of May, 1949.

WHEREUPON, witnesses were duly called, sworn and examined on behalf of the plaintiff, and the court having considered the testimony of said witnesses and being now fully advised in the premises, and having heretofore made and entered herein its Findings of Fact and Conclusions of Law,

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between

plaintiff and defendant be, and they hereby are dissolved and that the plaintiff be, and she hereby is granted an absolute divorce from the defendant; and

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the written agreement referred to in the Court's Findings of Fact herein be, and the same hereby is in all respects approved and that plaintiff and defendant's respective property rights be, and the same hereby are fixed and settled exactly in accordance with the terms and conditions of said agreement; and

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the custody of Eileen Golden and Michael Golden, the minor children of plaintiff and defendant, be, and it hereby is awarded to plaintiff and defendant exactly in accordance with the terms of the aforesaid written agreement between said parties, that is to say, that the custody of said children be, and it hereby is awarded to the plaintiff, Susan L. Golden, for the period of six months from and after the 4th day of April, 1949, and that the custody of said children be, and it hereby is awarded to the defendant, Raymond G. Golden, for the six months' period from and after the 4th day of October, 1949, and that thereafter, that is to say, from and after the 4th day of April, 1950, the custody of said children shall alternate between plaintiff and defendant in each period of six months; and that the defendant be, and he hereby is directed and required to pay to the plaintiff for the support of said children the sum of Fifty Dollars ($50.00) per month during all times when said children shall be in the plaintiff's custody and during their minority.

DATED June 18, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
JUN 18 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 18th day of June 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District of Idaho
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

- - - - - -

LOIS E. DAVIS,

Plaintiff,

vs.

MERRILL BARTON DAVIS,

Defendant.

NO. 10842

D E C R E E

- - - - - -

This matter came regularly on to be heard before the undersigned, Judge of the above entitled court, sitting without a jury, on the 25th day of June, 1949. The plaintiff appeared by her attorney, Herman J. Rossi, and there being no appearance by or on behalf of the defendant.

It appeared from the records and files herein that the defendant had been personally served with Summons and Complaint in the County of Grant, State of Washington, and that he had failed to appear, answer, or plead within the time provided by law, or at all, and that his default had been duly and regularly entered in the premises.

Thereupon the court proceeded to the hearing of the cause. Sworn testimony was offered by and on behalf of the plaintiff and in support of the allegations of her complaint and the court being fully advised in the premises made and entered its Findings of Fact and Conclusions of Law.

NOW THEREFORE, by virtue of the premises, and in accordance with said Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court does hereby ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, LOIS DAVIS, and the defendant, MERRILL BARTON DAVIS, be, and the same hereby are, dissolved, set aside and held for naught, and the said LOIS E. DAVIS is granted an absolute divorce from the defendant, MERRILL BARTON DAVIS.

2. That the plaintiff LOIS E. DAVIS is hereby awarded absolute care, custody, and control of said minor children, MERRILL STANLEY DAVIS, and CAROLINE KAY DAVIS, and BARBARA ANN DAVIS, reserving, however, unto the defendant, the right to visit said children at all reasonable times and places.

3. That the plaintiff is awarded the sum of $150.00 per month as support for said minor children, the same to be paid by the defendant to the plaintiff.

4. That the plaintiff is hereby awarded the sum of $150.00 and her costs expended herein, subject, however, to set-off for whatever advances have been made by the defendant to either the plaintiff or her attorney.

5. That the community property of the plaintiff and defendant be distributed according to the terms of the Agreement and Settlement executed by the parties hereto, a copy of which is filed herein and which is expressly adjudged to be the decree

of this Court with respect to such disposition; however, all community property both real and personal and of whatever kind or character and wheresoever situated which is not covered by the terms of aforesaid Agreement and Settlement is hereby awarded to the plaintiff to be her sole and separate property.

Dated and done this 25th day of June, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
JUN 25 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO } SS
COUNTY OF SHOSHONE }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 25th day of June 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

6815

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - -

MARY LeBOURHIS,)
Plaintiff,) No. 10775
-vs-) D E C R E E
WILLIAM F. LeBOURHIS,)
Defendant.)

- - - - -

This cause came regularly on to be heard this 27th day of June, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon a Complaint of the plaintiff herein, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. John J. Peacock appeared as attorney for the plaintiff, and the defendant did not appear, and it having been proved to the satisfaction of the above entitled Court, that the defendant was duly and regularly served with process, and that said defendant was served with said process in Shoshone County, State of Idaho, and that the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon duly and regularly entered.

WHEREUPON, The Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is, awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff's name prior to her marriage of Mary Lockard be, and the same is hereby restored to her.

Done in open Court this 27th day of June, A.D. 1949.

Albert H Featherstone

Entered, Docketed and Filed
JUN 27 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO }
COUNTY OF BINGHAM } ss

I do hereby certify that the foregoing
copy of the order for
as the same appears of record
Dated at Wallace, Idaho, this 27th June 49
ANNA K. BATTICK
Clerk of the District Court
Bingham County, Idaho
By Betty Burster
Deputy

6816

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

ERMA TITUS, Plaintiff,

-vs-

OTIS TITUS, Jr., Defendant.

10790 (COPY)

D E C R E E

This cause came regularly on to be heard this 28th day of June, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff

and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is awarded an absolute divorce from the defendant, on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff herein be awarded the care, custody and control of the minor children of said parties, namely: Gaynol Starr Titus and William Merrill Titus.

Done in open Court this 28th day of June, A. D. 1949.

Albert H Featherstone
District Judge.

Entered, Docketed and Filed
JUN 28 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO }
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true
copy of the original Decree
on file in my office
Dated at Wallace, Idaho 28th June 1949

ANNA K. BATTICK
Clerk
By
Shoshone County
Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

VIRGINIA WRIGHT,)
Plaintiff,)
-vs-)
DONALD R. WRIGHT,)
Defendant.)

- - -

#10801

D E C R E E

This cause came regularly on to be heard this 29th day of June, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon a Complaint of the plaintiff on file herein. Mr. John J. Peacock appeared as attorney for the plaintiff, and the defendant did not appear, and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and that said defendant was served with said process in Wilmar, California, and that the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is, awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the absolute care, custody and control of the minor child of said marriage be, and the same is hereby awarded to the plaintiff, with the right of visitation in the defendant at all reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant be, and he hereby is, ordered to pay to plaintiff the sum of Forty ($40.00) Dollars per month for the support, maintenance and care of the minor child of said marriage.

Done in open Court this 29th day of June , A.D. 1949.

Albert H. Featherstone
District Judge

Entered, Docketed and Filed
JUN 29 1949
Anna K. Battick
Clerk District Court

STATE OF WYOMING
COUNTY OF BIG HORN } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Worland, Wyo. this 29th day of June 49

ANNA K. BATTICK

Filed ... Bighorn County ...

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

BETTY JEAN BIRD, Plaintiff,

-vs-

RUSSELL E. BIRD, Defendant.

- - -

#10828

D E C R E E

This cause came regularly on to be heard this 30th day of June , A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff herein, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. John J. Peacock appeared as attorney for the plaintiff, and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court, that the defendant was duly and regularly served with process, and that said defendant was served with said process at Sheppard Field, Texas, and acknowledged service and waived his rights under the Soldiers' and Sailors' Relief Act of 1940; and the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein, and

having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is, awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the absolute care, custody and control of the minor child of said marriage be, and the same is hereby awarded to plaintiff, with the right of visitation in the defendant at all reasonable times and places.

Done in open Court this 30th day of June , A.D. 1949.

Albert H. Featherstone
District Judge

Entered, Docketed and Filed
JUN 30 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO)
COUNTY OF ELMORE) ss

I do hereby certify that the foregoing is a full, true and correct copy of the original Decree

as the same appears of record and on file in my office.

Dated at Mountain Home, Idaho, this 30th day of June 49

ANNA K. BATTICK

By Betty Burster Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY. # 13715

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED
C. A. Bressler Clerk
Irene Sinema Deputy Clerk
COPY
Entered JUN 16 1949

Rita Arlene Alldritt,

Plaintiff,

vs.

John Keith Alldritt,

Defendant.

DECREE.

This cause having come on regularly to be heard before the court on the 26th day of February, 1949, at the court room of said court in Twin Falls, Twin Falls County, State of Idaho, with the plaintiff appearing in person and by her counsel W.L. Dunn, Esq., and the defendant neither appearing in person or by counsel and being in default for failure to file an answer to plaintiff's complaint in said cause, upon motion of counsel for the plaintiff the default of the defendant was duly entered by the Clerk and the same approved by the Court, whereupon the Court proceeded to hear the testimony of witnesses duly sworn and examined in support of plaintiff's complaint, and the matter being finally submitted and the court being fully advised in the premises, finds that the defendant has treated plaintiff with extreme cruelty to the extent of causing plaintiff great and grievous mental and physical suffering and distress and that plaintiff is a fit and proper person to have the care, custody and control of the minor child the issue of said marriage, a son age seventeen months and that the community property consists of a Trailer House, A Bed Room suite and a Ford Automobile; and that all of the allegations of plaintiff's complaint are fully sustained, Wherefore, NOW, THEREFORE, upon motion of W.L. Dunn, counsel for the plaintiff it is hereby ORDERED, ADJUDGED and DECREED:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony.

2. That the care, custody and control of the infant son age seventeen months, the issue of said marriage be and is hereby awarded to the plaintiff, with the right of visitation at reasonable hours and times granted to the defendant.

3. That the community property consisting of a Trailer House, Bed Room Suite and a Ford Automobile be and the same is hereby awarded to the plaintiff as her sole and seperate property.

4 That plaintiff have judgment against the said defendant for the sum of Thirty-five ($35.00) dollars per month for the support and maintenance of said infant son and that plaintiff have judgment against said defendant for the sum of Fifty ($50.00) dollars per month as alimony.

Dated June 10th, 1949.

Myles E. Lowe
DISTRICT JUDGE.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bellas
Clerk of the District Court

Deputy

6821

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

- - - - - -

Archie Turner,

Plaintiff,

vs.

Ruth Turner,

Defendant.

13853

COPY COURT
Judicial District
Twin Falls, State of Idaho
MAY 6 1949
C. A. Bullen Clerk
Irene C. Nielsen Deputy Clerk
Entered

- - -

D E C R E E .

This cause having come on regularly to be heard before the Court at the court room of said court in Twin Falls, Twin Falls County, State of Idaho, on the 29th day of April, 1949, with the plaintiff appearing in person and by his counsel W.L. Dunn, Esq., and the defendant neither appearing in person or by counsel, but having theretofore caused her entry of appearance to be filed in said cause, whereby she expressley waived the service of summons upon her, waived the statutory time to plead to the complaint of plaintiff on- file therein, acknowledged the receipt of a copy of the complaint on file in said cause and consented to a default being entered against her, when the court proceeded to hear the testimony of wifnesses duly sworn and examined in support of plaintiff's complaint and the matter being finally submitted and the court having taken the matter under advisement and having fully and finally considered the same, finds that the defendant has treated plaintiff with extreme cruelty to the extent of causing plaintiff great and grievous mental and physical suffering and distress, Wherefore, NOW, THEREFORE upon motion of W.L. Dunn, counsel for the plaintiff it is hereby ORDERED, ADJUDGED and DECREED:

That the bonds of matrimony heretofore existing between the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony.

Dated June 6, 1949.

Hugh A. Baker
DISTRICT JUDGE.

C. A. Bullen
Irene C. Nielsen
County

6822

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

MARY VESTER,

Plaintiff,

vs

ALBERT C. VESTER,

Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED MATTER coming on for hearing before the Hon. Hugh A. Baker, Judge of the above entitled Court, at Twin Falls, Idaho, on the 5th day of May, 1949; the plaintiff appearing in person and by and through her attorneys, Graydon W. Smith and Leonard H. Jacob, of Twin Falls, Idaho, and the defendant not appearing in person or by an attorney, and

It appearing to the Court that regular and proper service of summons and complaint has been made upon defendant, and that defendant has filed his acceptance of service and waiver of time to appear, and his default having been duly entered herein, the Court does hereby confirm and approve said default,

WHEREUPON, the testimony introduced herein by plaintiff and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. That plaintiff is entitled to a divorce upon grounds stated in her complaint, and that the bonds of matrimony heretofore existing between plaintiff and defendant should be and are hereby dissolved; and

2. That certain property settlement agreement between plaintiff and defendant, marked "Exhibit A" and filed in this action is hereby confirmed and approved; and

3. That plaintiff is given care, custody, and control of said minor children, to-wit: Frank Milton Vester, age 14; Charles Stanley Vester, age 13; Ronald William Vester, age 5; and Roxy Eugene Vester, age 3; with defendant having the right to visit said children at reasonable and seasonable times and places.

Dated this _____ day of June, 1949.

HUGH A. BAKER
(Copy)
District Judge

State of Idaho
County of Twin Falls } ss

I hereby certify that the within instrument is a true and correct copy of the original thereof.

C. A. Bulles
Clerk
Irene C. Nielsen
Deputy

13876
DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JUN 3 - 1949
C. A. Bulles
Clerk
By Irene C. Nielsen
Deputy Clerk
Entered

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY. #13871

- - - - - -

Merlene Frasier,
Plaintiff,
vs.
Mervin Frasier,
Defendant.

DISTRICT COURT
Eleventh Judicial District
State of Idaho
C. A. Bullen Clerk
Irene Sonema Deputy Clerk
COPY
Entered
MAY 26 1949

- - -

D E C R E E .

This cause having come on regularly to be heard before the Court on the 20th day of May, 1949, at the court room of said court in Twin Falls, Twin Falls County, State of Idaho, with the plaintiff appearing in person and by her counsel W.L. Dunn, Esq., and the defendant having appeared by his counsel Messrs. Grayden Smith and Leonard H. Jacob and in open court withdrew defendant's demurrer and refused to answer further, when by her counsel plaintiff moved for a Clerk's default and the same was duly entered and approved by the court, whereupon the Court proceeded to hear the testimony of witnesses duly sworn and examined in support of plaintiff's complaint and the matter being finally submitted and the court having fully considered the same, finds that the defendant has treated plaintiff with extreme cruelty to the extent of causing plaintiff great and grievous mental and physical suffering and distress and finds that there is community property consisting of an automobile, Twelve hundred dollars cash on deposit in plaintiff's name and Wedding presents of the value of Three hundred ($300.00) dollars and that all of the allegations of plaintiff's complaint are fully sustained, Wherefore, Now, Therefore upon motion of W.L. Dunn, cojunsel for the plaintiff It is Hereby ORDERED, ADJUDGED and DECREED:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony.

2. That the sum of Twelve hundred ($1200.00) dollars on deposit in the name of the plaintiff be and the same is hereby awarded to plaintiff as her sole and seperate property.

3. That certain wedding presents in the possession of the plaintiff be and the same are hereby awarded to the plaintiff as her sole and seperate property.

4. That the automobile, a Cheverolette Coupe be and the same is hereby awarded to the defendant.

5. That plaintiff be restored to her maiden name of Merlene Long.

Dated June 10,1949.

Kales E Lowe
DISTRICT JUDGE.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled cause.

E A Reeves.
Clerk of the District Court

Deputy

6824

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

JENNIE E. KAPP,

Plaintiff,

vs

CHARLES KAPP,

Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED MATTER coming on for hearing before the Hon. Hugh A. Baker, Judge of the above entitled court, at Twin Falls, Idaho, on the 27th day of May, 1949; the plaintiff appearing in person and by and through her attorneys, Graydon W. Smith and Leonard H. Jacob, of Twin Falls, Idaho, and the defendant not appearing in person or by an attorney; and

It appearing to the Court that regular and proper service of summons and complaint has been made upon defendant, and that defendant has filed his acceptance of service and waiver of time to appear, and his default having duly entered herein, the Court does hereby confirm and approve said default;

WHEREUPON, the testimony introduced herein by plaintiff and the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. That plaintiff is entitled to a divorce upon the grounds stated in her complaint, and that the bonds of matrimony heretofore existing between plaintiff and defendant should be and are hereby dissolved; and

2. That certain property settlement agreement between plaintiff and defendant, marked Exhibit "A" and filed in this action, is hereby confirmed and approved.

Dated this 1st day of June, 1949.

HUGH A. BAKER
(Copy)

District Judge

13875

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JUN 1 1949
Ca Bullen Clerk
Irene C Nielsen Deputy Clerk
Entered

State of Idaho } ss
County of Twin Falls }

I ... and correct ...
Ca Bullen
... Court
Irene C Nielsen
Deputy

In The District Court of the Eleventh Judicial District of the State of Idaho, within and for Twin Falls County.

Verda French, Plaintiff,)
vs.)
William F. French, Defendant.)

JUDGMENT And DECREE.

The above entitled action came regularly on before the Court on this ~~27th~~ 3rd day of ~~May~~ June, 1949, Hon. Hugh A. Baker, District Judge presiding, the plaintiff appearing in person and by her attorney, Everett M. Sweeley, and it appearing to the Court from the records an d files herein that the defendant was personally served with summons In Twin Falls County, Idaho, that he appeared by demuurer, which was subsequently withdrawn and leave given to file answer, that no answer has been filed and that the defendant has refused to plead further, and accordingly the default of the defendant was duly entered,

Witnesses were called, sworn and examined on behalf of the plaintiff, and thereupon the plaintiff in open court waived findings of fact and conclusions of law, and the matter was submitted to the Court; and,

The Court being informed in the premises and being of the opinion that the allegations of the complaint are fully sustained by the testimony,

IT IS ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between the plaintiff and defendant are hereby dissolved and the plaintiff is hereby absolutely divorced from the defendant.

2. That the care, custody and control of the three minor children of the parties, Buddy Joe French, Willaim Perry French, Junior and Paulette French, be and is hereby placed, given and vested in the plaintiff, Vrda French.

3. That the property of the parties as described in the complaint and including the house and tent and contents, be and is hereby given and awarded all to the plaintiff as her separate property.

4. That the defendant pay to the plaintiff, for the care and support of the said minor children the sum of Twenty Dollars per month for each of said children, the first of such payments to be due and payable on June 27, 1949, and a like payment to be made on the 27th day of each succeeding month during the minority of said children.

Given under my hand at Twin Falls, Idaho, this ~~27th~~ 3rd day of ~~May~~ June, 1949.

Hugh A Baker
District Judge.

State of Idaho
County of Twin Falls
I hereby certify the foregoing is a true and correct copy of the original
C A Bulles
Irene C Nielsen
Deputy

13852
DISTRICT COURT
Eleventh Judicial District
Twin Falls County, Idaho
FILED JUN 3 - 1949
C A Bulles
Irene C Nielsen
Deputy Clerk
Entered

COPY

6826

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

- - - - - - - - -

THERMA LAUGHLIN, Plaintiff,	)	
vs.	)	DECREE OF DIVORCE.
LEONARD LAUGHLIN, Defendant.	)	

13887
DISTRICT COURT
Eleventh Judicial D...
of Twin Falls, State ...
FILED
C. A. Bullock, Clerk
Jane C. Nielsen, Deputy Clerk
Entered

* * * * * * * * * *

The above entitled action came on regularly for hearing before the Court on this third day of June, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn and Rayborn, and the defendant appearing not, either in person or by attorney; and it satisfactorily appearing to the Court that due service of Summons and Complaint in said action has been made upon the defendant; and that the defendant has failed and refused to appear and answer or otherwise plead to said complaint, and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired, and the default of the said defendant having been heretofore duly entered; and evidence having been adduced on behalf of the plaintiff in support of her complaint, and the matter having been fully submitted to the Court for decision. The Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations in plaintiff's complaint are true and that the said defendant has wilfully failed and neglected to support said plaintiff and their minor child for more than one year prior to this time; and that the plaintiff is entitled to a Decree of Divorce from the defendant.

NOW, THEREFORE, On Motion of Rayborn and Rayborn, attorneys for the plaintiff, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows, to-wit:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and the same are hereby, wholly dissolved.

2. That the care, custody and control of the minor child of the parties hereto, namely, Yvonne Laughlin, be, and the same is hereby, awarded to the plaintiff.

3. That all household and kitchen furniture belonging to the parties hereto be, and the same is hereby, decreed to the plaintiff as her sole and separate property.

Done in open Court this 3rd day of June, 1949.

Hugh A Baker
District Judge.

State of Idaho }
County of Twin Falls } ss

I hereby certify the above and foregoing to be a full, true and correct copy of the original decree in the above entitled cause.

C A Beers
Irene C Nielsen
Deputy

6827

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

AMANDA BOLTON,

Plaintiff,

vs.

PARIS R. BOLTON,

Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JUN 6 - 1949
Clerk
Entered JUN 6 - 1949
Deputy Clerk

DECREE OF DIVORCE.

The above entitled action came on regularly for hearing before the Court on the 6th day of June, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn & Rayborn, and the defendant appearing in person and by and through his attorneys, J. W. Taylor and Lawrence B. Quinn.

And evidence having been adduced on behalf of the plaintiff in support of her complaint and the defendant having in open Court this day withdrew his answer and dismissed his cross complaint and refused to plead further in said action and agreed in open court to submit the Case to the Court on the evidence heretofore submitted and the Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations in plaintiff's complaint are true and that the plaintiff is entitled to a Decree of Divorce from the defendant.

The Court further finds that the property Settlement Agreement which was dictated to the official court reporter in the records and which has been reduced to writing and entered into between the parties hereto is fair and equitable to both parties and same is by the Court approved and made a part of this Decree of Divorce.

NOW THEREFORE, On Motion of Rayborn & Rayborn, attorneys for the plaintiff, it is hereby ORDERED, ADJUDGED AND DECREED as follows;

1. That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be and the same are hereby dissolved, and the parties forever freed from the obligations thereof.

2. It is further Ordered, Adjudged and Decreed that the property settlement agreement herein marked Exhibit "A", be and is hereby made a part of this Decree of Divorce, and the same is hereby approved and confirmed.

3. It is further Ordered, Adjudged and Decreed that the

Seven (7) Acres lying West of Highway 30, in the Northwest Quarter of the Southwest Quarter (NW-1/4 SW-1/4) of Section 5, Township 9 South, Range 14, E.B.M. Twin Falls County, Idaho

and,

The Southwest Quarter of The Southwest Quarter (SW-1/4 SW-1/4) of Section 21, Township 9 South, Range 14, E.B.M. in Twin Falls County, Idaho,

is hereby awarded to the defendant, as his sole and separate property; provided further that the property mentioned in said property settlement agreement other than that specifically hereinabove set forth and therein agreed to be conveyed to the defendant is adjudged to be his sole and separate property.

4. It is further Ordered, Adjudged and Decreed in execution of said property settlement agreement that the defendant on or before the 6th day of July, 1949 pay to the plaintiff the sum of Two-thousand Dollars ($2,000.00) and that plaintiff have and recover of and from said defendant, judgment for the said sum of Two-Thousand Dollars ($2,000.00) and that no execution for the enforcement of said judgment issue within the period of thirty (30) days from the date hereof or prior to July 6, 1949.

5. It is further ordered, that the plaintiff is hereby restored to her former name of AMANDA ANDERSON.

Dated this 6th day of June, 1949.

Hugh A Baker

District Judge.

C A Bulles

Irene C Nielsen

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JUN 6 - 1949
E. A. Bellew
Deputy Clerk

AMANDA BOLTON,

Plaintiff,

vs.

PARIS R. BOLTON,

Defendant.

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made and entered into this 6th day of June, 1949, by and between Amanda Bolton, the plaintiff herein, party of the first part and Paris R. Bolton, the defendant herein, party of the second part, both being residents of Buhl, Twin Falls County, State of Idaho.

WHEREAS, The above entitled action is now pending in the District Court of the Eleventh Judicial District of the State of Idaho, in and for the County of Twin Falls, and whereas, the parties hereto desire to settle and compromise their differences as to property rights, alimony, maintenance and support money.

NOW THEREFORE, it is understood and agreed that the party of the second part shall pay the sum of Two Thousand Five Hundred and no/100 ($2,500.00) Dollars, to the first party, the receipt of Five Hundred and no/100 ($500.00) Dollars, of which is hereby acknowledged by the first party and the balance of Two Thousand and no/100 ($2,000.00) Dollars, lawful money of the United States of America, is to be paid to the first party on or before thirty (30) days from this date, in full settlement of any and all claims of any kind and nature whatsoever, which said party of the first part, has or might have against the party of the second part, by reason of or in lieu of, temporary or permanent alimony, maintenance or support of any kind or nature whatsoever, or additional attorney fees, growing out of this action.

IT is Further agreed that Judgment may be entered by the Court against the defendant and in favor of the plaintiff in the

sum of Two Thousand and no/100 ($2,000.00) Dollars. However, no execution shall issue on said judgment for a period of thirty (30) days from this date, said judgment to draw no interest if paid within thirty (30) days from this date.

That in addition thereto, it is understood and agreed that the party of the first part hereto, is to have as her sole and separate property, one dining room set and corner cupboard, one kitchen table and four chairs, as her sole and separate property.

It is further agreed that all other property both real and personal, in which either party claimsany interest, mentioned in this litigation as owned by the parties hereto, shall become the sole and separate property of the second party. Said party of the first part agrees to execute a quit claim deed to all real property involved herein.

It is further agreed that each party will pay their own costs incurred herein or in connection herewith.

Dated this 6th day of June, 1949.

Amanda L Bolton
Party of the first part

Paris R Bolton
Party of the second part

State of [illegible] }
County of [illegible] } ss

I [illegible] copy [illegible] copy of the [illegible]

C A Bullen
Clerk of the District Court

Irene O Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

#13549

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
JUN 10 1949
Deputy Clerk

OZIA M. BROWER, Plaintiff,

vs

JOHN T. BROWER, Defendant.

DECREE OF DIVORCE

Entered JUN 10 1949

THIS MATTER came on to be heard before the above entitled Court on the 10th day of June, 1949. Plaintiff appeared in person and by her attorney, J. H. Barnes. Defendant did not appear. It is shown to the Court that personal service of the summons and copy of the original complaint was had on the defendant in Twin Falls County on the 12th day of June, 1948; it is further shown that personal service of another summons and copy of supplemental and amended complaint was had on the defendant in Twin Falls County May 17th, 1949; that the defendant has not made any appearance herein upon either of said services, and that his default for failure to appear and plead has been entered by the Clerk of this Court. Now, on motion of plaintiff's attorney, IT IS ORDERED that said entry of default be and the same hereby is approved and confirmed.

The plaintiff was sworn and testified, and a witness was sworn and testified in corroboration of plaintiff's testimony as to length o residence. From the evidence thus adduced, the Court finds that for more than six weeks next preceding the commencement of this action, plaintiff was a bona fide resident of the State of Idaho; that plaintiff and defendant were married at Missoula, Montana, on the 18th day of February, 1947, and ever since have been and now are wife and husband; that there are no children born of said marriage; that the real property described in Paragraph IV of plaintiffs original complaint is not community property, but is and always has been the separate property

of plaintiff, by reason of the fact that the down payment of $2,500.00 was made out of funds belonging to plaintiff prior to her marriage with defendant, and that plaintiff has made all payments to the mortgagee, First Federal Savings & Loan Assn., on its loan of $2,400.00 with which the balance of the purchase price of said described real property was paid; that the defendant has never invested any of his money in said real property, and has no interest or rights therein; that defendant has treated plaintiff with extreme cruelty, by the infliction upon her of grevious mental suffering, and that plaintiff is entitled to a decree of divorce on the ground of extreme cruelty.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between plaintiff and defendant be, and they hereby are dissolved, and that each of said parties be and they hereby are restored to the status of a single, unmarried person; that the real property described in Paragraph IV of the original complaint, to-wit:

> That part of Block 16 of Moorman's 1st Addition to Twin Falls, being a portion of the W½ SW¼ sec.9, Tp 10 S., R. 17 E.B.M., described as beginning at a point on the west line of said Block 16 which is 130 feet north of the wouthwest corner of said block; running thence east along a line parallel with the south line of said block a distance of 135 feet to a point; running thence north along a line parallel with the west line of said block a distance of 50 feet; running thence west along a line parallel to the south line of said block a distance of 135 feet to the west line of said Block 16; running thence south along said west line of said block a distance of 50 feet to the place of beginning. Except public roads.,

be, and it hereby is, decreed to plaintiff as and for her sole and separate property, free and clear of any and all claims of the defendant to said property or any part thereof.

Dated this 10th day of June, 1949.

Hugh A Baker
District Judge.

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C A Reeves
Clerk of the District Court

Deputy

4

COPY

6829

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

#13877

DORIS SANDRETZKY,

Plaintiff,

vs.

ROBERT SANDRETZKY,

Defendant.

DECREE OF DIVORCE.

DISTRICT COURT
FILED
JUN 10 1949
C. A. Bullock Clerk
Irene C. Nelson Deputy Clerk
Entered JUN 10 1949

* * * * * * * * * * * *

THIS CAUSE Came on regularly for hearing on the 10th day of June, 1949, before Honorable Hugh A. Baker, one of the judges of the above entitled Court sitting in open Court, the plaintiff being represented by her attorneys, Rayborn and Rayborn, and the defendant not appearing in person or by counsel.

And it appearing to the Court that the defendant has heretofore been duly and regularly served with Summons and Complaint in the above entitled action, and has filed herein his appearance, and has refused to plead to or answer plaintiff's complaint and has consented that his default may be entered herein; and that the default of said defendant for such failure to appear and answer plaintiff's complaint has been duly entered by the Clerk of the above entitled Court according to law.

Thereupon evidence was introduced and admitted from which it appears that each and all of the material allegations of the plaintiff's complaint have been established by competent evidence and the allegations of plaintiff's complaint as to her residence have been duly corroborated by competent testimony.

And the Court, being fully advised in the premises, on Motion of attorneys for plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED as follows, to-wit:

1. That the bonds of matrimony heretofore existing between the plaintiff, Doris Sandretzky, and the defendant, Robert Sandretzky, be and they are hereby dissolved and the parties hereto

restored to the status of unmarried persons.

2. That the plaintiff be, and she is hereby, restored to her former name of Doris Davis.

Done in open Court this 10th day of June, 1949.

Hugh E Baker
District Judge.

State of Idaho
County of Twin Falls ss

I hereby certify that the above and foregoing is a full, true and correct copy of the original decree in the above entitled cause as the same appears of record and on file in my office.

C A Burleigh
Clerk of the District Court

Irene C Nielsen
Deputy

X

COPY

6830

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

* * * * * * * * * * *

GLADYS LOVE,

Plaintiff,

vs.

LEON LOVE,

Defendant.

DECREE OF DIVORCE

13891

DISTRICT COURT
Eleventh Judicial Dist.
County of Twin Falls, State of Idaho

FILED JUN 10 1949

O. A. Bullen

Irene C. Nielsen
Deputy Clerk

Entered JUN 10 1949

* * * * * * * * * * *

The above entitled action came on regularly for hearing before the Court on the 10th day of June, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn and Rayborn, and the defendant appearing not, either in person or by attorney, and it satisfactorily appearing to the Court that due service of Summons and Complaint in said action has been made upon the defendant; and that the defendant has failed and refused to appear and answer or otherwise plead to said complaint, and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired, and the default of the said defendant having been heretofore duly entered; and evidence having been adduced on behalf of the plaintiff in support of her complaint, and the matter having been fully submitted to the Court for decision; the Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations of plaintiff's complaint are true and that the plaintiff is entitled to a Decree of Divorce from the defendant; and it further appearing from the evidence that a property settlement agreement had been entered into by and between the plaintiff and the defendant, which agreement appeared to be fair and equitable.

NOW, THEREFORE, On Motion of Rayborn and Rayborn, attorneys,

for the plaintiff, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore and now existing between the plaintiff and the defendant be, and the same are hereby, wholly dissolved, and the parties hereto restored to the status of single persons.

2. That that certain property settlement agreement bearing date the 19th day of May, 1949, is by the Court approved, and is marked "Exhibit A" and attached hereto, and by reference made a part of this decree of divorce.

3. And that certain real property described as follows: An equity in the following described real property; Lot Sixty-six (66) of Buena Vista Addition to the City of Twin Falls, Idaho, as same is shown on the official plat thereof, on file and of record in the Office of the Recorder of Twin Falls County, Idaho;

is hereby decreed to the defendant, Leon Love, as his sole and separate property; and that all that certain personal property heretofore enumerated in the property settlement agreement is hereby decreed to the plaintiff, Gladys Love, as her sole and separate property.

4. It is further Ordered, Adjudged and Decreed, That the care and custody of the minor children of the plaintiff and the defendant, namely, Jerry Love, son, and Gayle Love, daughter, be, and the same is hereby, awarded to the plaintiff, Gladys Love, with the right of visitation by the defendant at all reasonable times.

5. It is further Ordered, Adjudged and Decreed that the defendant pay to the plaintiff for the support and maintenance of the said minor children the sum of $50.00 per month, effective for the month of June, 1949, and $50.00 each month thereafter until the further order of this Court.

Dated this 10th day of June, 1949.

Hugh A Baker
District Judge.

COPY Exhibit A

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made and entered into this 19th day of May, 1949 at Twin Falls, Idaho, by and between Gladys Love, hereinafter referred to as the party of the first part, and Leon Love, hereinafter referred to as the party of the second part,

WITNESSETH, That the said parties hereto are husband and wife one of the other and that

WHEREAS, Unhappy and irreconcilable differences have arisen between the parties hereto which make it impossible for them to continue to live together as man and wife.

That for and in consideration of the covenants and agreements herein contained the parties have agreed between themselves as follows:

That the parties hereto own an equity in the following described real property in Twin Falls County, Idaho;

> Lot 66 in Buena Vista Addition to the City of Twin Falls, as same is shown on the official plat thereof on file and of record in the Office of the Recorder of said Twin Falls County, Idaho;

and it is agreed that the party of the second part is to have this property as his sole and separate property.

It is further agreed that the parties hereto own certain personal property consisting of household and kitchen furniture as follows:

couch and chair	electric refrigerator
wool rug	desk and chair
swing rocker	radio
twin beds	2 chests of drawers
electric stove	vanity dresser
	washing machine

and other miscellaneous items, consisting of dishes, silver, cooking utensils and all that personal property now in the home on the above described premises, except a bedstead for and bedding for one bed, which the party of the second part is to have, are to be the sole and separate property of the party of the first part.

And it is further agreed that there is certain indebtedness against part of the furniture, and that the party of the first part agrees to assume the indebtedness against the electric stove, but that the other indebtedness against the said household and kitchen furniture the party of the second part assumes and agrees to pay.

IT IS FURTHER AGREED That there are two minor children namely, Jerry Love, age six years, son, and Gayle Love, age three years, daughter; and that the care, custody and control of the said minor children is to be and remain with the party of the first part, and the party of the second part agrees to pay to the party of the first part the sum of $50.00 (Fifty Dollars Even) per month for the support and maintenance of the said minor children of the parties. Said payments are to be made to the party of the first part on the first day of each month, beginning with June 1, 1949.

It is further agreed that each of the parties will hereafter continue to live separate and apart, and that neither will disturb or molest the other.

It is further agreed and understood that all moneys earned by either of the parties hereto after the execution of this agreement shall be the sole and separate property of the one so earning same.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year first above written.

Gladys Love
Party of the First Part

Leon M Love
Party of the Second Part

STATE OF IDAHO,)
County of Twin Falls,) ss.

On this 19th day of May, 1949, before me, the undersigned, a notary public in and for said state and county, personally appeared Gladys Love and Leon Love, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed ~~thaxxaax~~ my official seal the day and year in this certificate first above written.

(Seal)

E M Rayborn
Notary Public for Idaho
Residence: Filer, Idaho

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing [illegible] to be a true and correct copy of the original [illegible]

O A Bulles
Clerk of the District Court
Irene C Nielsen
Deputy

6831

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

- - - - - -

Opal McCarty,

Plaintiff,

vs.

Forest McCarty,

Defendant.

13893

DISTRICT COURT
COPY
Clerk
Entered Jun 17 1949.

- - -

D E C R E E .

This cause having come on regularly to be heard before the Court on the 17th day of June 1949, at the court room of said court in Twin Falls, Twin Falls County, State of Idaho, with the plaintiff appearing in person and by her counsel W.L. Dunn, Esq., and the defendant neither appearing in person or by counsel, and it further appearing from the return of the Sheriff of Twin Falls County, State of Idaho, that due and legal service of process was had upon the said defendant as required by law, and the time for answer having expired and the default of the defendant having been duly entered by the Clerk, whereupon the Court proceeded to hear the testimony of witnesses duly sworn and examined in support of plaintiff's complaint, and the matter being finally submitted and the Court being fully advised in the premises finds that the defendant has treated plaintiff with great and grievous mental and physical suffering and distress and that there are three minor children the issue of said marriage, to-wit; James Allen a son, Harold Dale a son, and Darla May a daughter all in the custody of plaintiff and that there is certain community property consisting of household furnishings and an automobile, and that all of the allegations of plaintiff's complaint are fully sustained, Wherefore, NOW, THEREFORE upon motion of W.L. Dunn, counsel for plaintiff it is Hereby ORDERED, ADJUDGED and DECREED;

That the bonds of matrimony heretofore existing between

the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony. And that the care, custody and control of said minor children, to-wit: a son James Allen McCarty, age thirteen years, a son Harold Dale McCarty, age nine years, and a daughter Darla May McCarty, age four years be and the same is hereby awarded to the plaintiff and the household furnishings of the community property is awarded to the plaintiff as her sole and seperate estate, and the said automobile is awarded to the defendant. Dated June17 1949.

Hugh A. Baker
DISTRICT JUDGE.

State of Idaho
County of Twin Falls

I hereby certify the foregoing to be a full and correct copy of the original on file in this office.

C. A. Bullen
Clerk of the District Court
By Irene C. Nielsen
Deputy

6832

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

RUBY COLLIER, Plaintiff, vs LeRoy COLLIER, Defendant.	DECREE OF DIVORCE

THE ABOVE ENTITLED MATTER coming on for hearing before the Hon. Hugh A. Baker, Judge of the above entitled court, at Twin Falls, Idaho, on the 17th day of June, 1949; the plaintiff appearing in person and by and through her attorneys, Graydon W. Smith and Leonard H. Jacob, of Twin Falls, Idaho, and the defendant not appearing in person or by an attorney; and

It appearing to the Court that regular and proper service of summons and complaint has been made upon defendant, and that defendant has filed his acceptance of service and waiver of time to appear, and his default having duly entered herein, the Court does hereby confirm and approve said default;

WHEREUPON, the testimony introduced herein by plaintiff and the Court being fully advised in the premises; the Court hereby finds that the plaintiff is a fit and proper person to have the care, custody and control of James Allan Collier and Carol Lynn Collier, minor children of plaintiff and defendant; that defendant is a fit and proper person to be allowed to see and visit said children; that plaintiff for more than six weeks prior to the commencement of this action was a bona fide resident of the State of Idaho;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. That plaintiff is entitled to a divorce upon the grounds stated in her complaint, and that the bonds of matrimony heretofore existing between plaintiff and defendant should be and are hereby dissolved; and

2. Plaintiff is hereby given the care, custody and control of James Allan Collier and Carol Lynn Collier, minor children of plaintiff and defendant, with the defendant to have the privilege of visiting said children at reasonable and seasonable times and places.

DATED this 17th day of June, 1949.

/s/ Hugh A. Baker
District Judge

13878

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED
O. A. Bullen
Clerk
Irene C. Nielsen
Deputy Clerk
Entered JUN 17 1949

State of Idaho
County of Twin Falls
I hereby certify that the foregoing is a full, true and correct copy of the original thereof.
O. A. Bullen
Clerk of District Court
Irene C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

MABEL BRANNON,

Plaintiff,

vs

CHARLES BRANNON,

Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED MATTER coming on for hearing before the Hon. Hugh A. Baker, Judge of the above entitled court, at Twin Falls, Idaho, on the 17th day of June, 1949; the plaintiff appearing in person and by and through her attorneys, Graydon W. Smith and Leonard H. Jacob, of Twin Falls, Idaho, and the defendant not appearing in person or by an attorney; and

It appearing to the Court that regular and proper service of summons and complaint has been made upon defendant, and that defendant has failed to answer or appear in the time allowed by law, and his default having been duly entered herein, the Court does hereby confirm and approve said default;

WHEREUPON, testimony was introduced herein by plaintiff and the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. That plaintiff is ~~entitled~~ awarded to a divorce upon the grounds stated in her complaint, and that the bonds of matrimony heretofore existing between plaintiff and defendant should be and are hereby dissolved; and

2. That plaintiff is given the care, custody and control of said minor children, to-wit: Sherry Darlene Brannon, and Larry Joe Brannon; and

3. That plaintiff is given certain household goods as her sole and separate property.

DATED this 17th day of June, 1949.

/s/ Hugh A. Baker
District Judge

State of Idaho }ss
County of Twin Falls }

I hereby certify the foregoing to be a full, true and correct copy of the original as the same appears of record in the above entitled cause.

C. A. Bulles
Clerk of the District Court
Irene C. Nielsen
Deputy

13887
DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JUN 17 1949
C. A. Bulles
Clerk
Irene C. Nielsen
Deputy Clerk
Entered JUN 17 1949

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

13206

- - - - - -

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JUN 17 1949
C. A. Bullen Clerk
Irene C. Nielsen Deputy Clerk
COPY
Examined JUN 17 1949

Phoebe Felt,

Plaintiff,

vs.

Oscar Felt,

Defendant.

- - -

D E C R E E .

This cause having come on to be heard before the Court at the court room of said court in Twin Falls, Twin Falls County, State of Idaho, on the 17th day of June,1949, with the plaintiff appearing in person and by her counsel W.L.Dunn,Esq., and the defendant neither appearing in person or by counsel, but said defendant having theretofore appeared in said cause by answer to plaintiff's complaint and his cross-complaint,by and through his attorney of record J.W.Taylor,Esq.,and that on the 25th day of June,1948 the said J.W.Taylor,Esq., on behalf of the said defendant appeared in open court and withdrew defendant's said answer and cross-complaint and refused to plead further in said cause and consented that the default of the defendant be entered against defendant,whereupon the default of the defendant was duly entered by the Clerk upon the order and approval of the Court on said 25th day of June,1948,as appears from the files and records in said cause, whereupon on this 17th day of June,1949, the Court proceeded to hear the testimony of witnesses duly sworn and examined in support of plaintiff's complaint, and the matter being finally submitted and the Court being fully advised in the premises, finds that the defendant has treated plaintiff with

extreme cruelty to the extent of causing plaintiff geat and grievous mental and physical suffering and distress and that there is certain household furnishings of the value of Two hundred ($200.00) dollars in the possession of the plaintiff and that the plaintiff is the owner of Lots Fifteen (15) and Sixteen (16)Block Ten (10),Filer,Twin Falls County,State of Idaho,as her sole and seperate property, and that all of the allegations of plaintiff's complaint are fully sustained, Wherefore, NOW, THEREFORE, upon motion of W.L.Dunn counsel for plaintiff it is Hereby ORDERED, ADJUDGED and DECREED:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony.

2. That the community property consisting of household furnishings of the value of Two hundred ($200.00) dollars be and the same is hereby awarded to the plaintiff as her sole and seperate property.

3. That the plaintiff is the owner as her sole and seperate property of the following described real property, situate in Twin Falls County, State of Idaho, to-wit:

> Lots fifteen (15) and sixteen (16) in Block Ten (10) as shown on the final and amended plat of Filer Townsite, recorded in Plat Book 1, page 41 in the office of the County Recorder of Twin Falls County, State of Idaho, and being a part of the Northwest quarter of the Southwest quarter (NW¼SW¼)of Section Eight (8), Township Ten (10) South, Range Sixteen East, Boise Meridian.

Dated June 17,1949.

Hugh A. Baker
DISTRICT JUDGE.

State of Idaho }
County of Twin Falls } ss

I hereby certify that the foregoing is a full, true and correct copy of the original filed in my office.

O.A. Bullen
Clerk of District Court
Irene C. Nielsen
Deputy

6835

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

- - - - - -

Fannie Brannan Jess,

Plaintiff,

vs.

Jerry Jess,

Defendant.

13567

COPY
DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho

FILED JUN 17 1949

C. A. Bullen Clerk

By Jane C. Nielsen Deputy Clerk

Entered JUN 17 1949

- - -

DECREE.

This cause having come on to be heard before the Court on the 17th day of June, 1949, at the court room of said courtin Twin Falls, Twin Falls County, State of Idaho, with the plaintiff appearing in person and by her attorney W.L.Dunn, Esq., and the defendant neither appearing in person or by counsel, but having caused his voluntary appearance and waiver to be filed in said cause on the 25th day of June, 1949, admitted the receipt of a copy of plaintiff's complaint, waived service of summons and the statutory time to plead to said complaint and consented to a default being entered against him and at said date the Clerk duly entered the default of the defendant and the same was approved by the Court, Wherefore, the Court now proceeded to hear the testimony of witnesses duly sworn and examined in support of plaintiff's complaint, and the matter being finally submitted and the court being fully advised in the premises, finds that the defendant treated plaintiff with extreme cruelty to the extent of causing plaintiff great and grievous mental and physical suffering and distress and that all of the allegations of plaintiff's complaint are fully sustained, Wherefore, NOW, THEREFORE, upon motion of W.L.Dunn, counsel for plaintiff it is Hereby ORDERED, ADJUDGED and DECREED:

That the bonds of matrimony heretofore existing between the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony and that plaintiff be restored to her former name of Fannie Brannan.

Dated June 17, 1949.

Hugh A. Baker

DISTRICT JUDGE.

C. A. Bullen
Jane C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR TWIN FALLS COUNTY

MAXINE LIVESAY,

Plaintiff

VS.

LAWRENCE LIVESAY,

Defendant

DECREE OF DIVORCE

13888
DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JUN 17 1949
Clerk
Deputy Clerk
Entered JUN 17 1949

This cause came on regularly to be heard on the 17th day of June, 1949, F. C. Sheneberger, appearing as attorney for the plaintiff, and the defendant appearing neither in person nor by his attorney and it appearing that the said defendant was heretofore regularly served with process and having failed to appear and answer plaintiff's complaint on file herein and the time for answering having expired and the default of said defendant having been duly entered herein and evidence having been introduced on behalf of the plaintiff at said hearing of this cause, both oral and documentary, including that certain property settlement agreement made by and entered into between Lawrence Livesay, the defendant herein, and Maxine Livesay, the plaintiff herein, on the 31st day of May, 1949, wherein and whereby a complete disposition of all of the property of the parties hereto was made and provision was made for the care, custody, control and maintenance of the four minor children of said parties to this action, and said cause having been submitted to the Court for its consideration and decision, and the Court being fully informed in the premises, the Court now makes its findings of fact and decision as follows:

1. The Court finds that all the allegations contained in the complaint are true and that a divorce should be granted as prayed for in said complaint.

2. That the certain property settlement agreement made and entered into between the parties hereto on the 31st day of May, 1949, is fair and equitable.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore and now existing between the plaintiff, Maxine Livesay, and the defendant, Lawrence Livesay, be, and the same hereby are, dissolved.

2. That the property settlement agreement made and entered into between the plaintiff and the defendant on the 31st day of May, 1949, be, and the same hereby is, approved and confirmed.

3. That the plaintiff, Maxine Livesay, shall have the care, custody and control of Leland Livesay and Derrine Livesay, two of the minor children of the parties hereto, and that Lawrence Livesay shall have the care, custody and control of Dean Livesay and Vicki Livesay, the

other two children of the parties to this action, and the plaintiff and the defendant herein shall each have the right to visit the children in the custody of the other party at all reasonable times.

4. It is further ordered, adjudged and decreed that Lawrence Livesay, the defendant, shall pay to Maxine Livesay the sum of $35.00 (Thirty Five Dollars) per month for the support, maintenance and education of Leland Livesay and Derrine Livesay, while they remain minors, and the first payment shall be made on July 1, 1949.

5. It is further ordered, adjudged and decreed that this Court retain jurisdiction in this action for the purpose of modifying the decree insofar as it applies to the care, custody, control and maintenance of the minor children and to give further relief to either party, as provided in the property settlement agreement hereinabove described.

Dated this 17th day of June, 1949

Hugh W. Baker
DISTRICT JUDGE

State of [illegible]
County of [illegible]
I [illegible]
copy of the [illegible]

C. A. Bretts
Irene C. Nielsen
Deputy

6837

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

#13872

Victor C. Bowman Junior
Plaintiff

vs.

Katherine V. Bowman
Defendant

DECREE OF DIVORCE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JUN 17 1949
C. A. Bullock
Entered JUN 17 1949
Deputy Clerk

Now on this day, the above entitled matter coming on regularly to be heard, the plaintiff appearing in person and by his attorney, G. R. Dibble, Esq., and the defendant, who has been regularly served with a summons and complaint, and having failed to appear and answer to the Plaintiff's complaint filed herein, and the default of said defendant having been duly and regularly entered by the Clerk of this Court for her failure to appear and answer to the plaintiff's Complaint; and the legal time for answering having expired, said defendant is now adjudged to be in default herein. The Court having heard the evidence and duly considered the same, finds that all the allegations of the plaintiff's complaint are true, and that the plaintiff is entitled to a decree of divorce from the defendant on the grounds of extreme cruelty as prayed in his complaint;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony existing between the plaintiff and defendant, be, and the same are hereby dissolved, and each of said parties is hereby restored to the status of a single unmarried person;

FURTHER ORDERED That the custody of the infant son of the parties, Dennis Clinton Bowman, age 10 months, be and the same is hereby awarded to the plaintiff, with leave of the defendant to visit him at reasonable times.

Done in open Court this 17 day of June, 1949.

Hugh A Baker.
District Judge

State of Idaho
County of Twin Falls } ss.
I hereby certify that the foregoing is a true and correct copy of the Original Decree of Divorce.
C. A. Bullock
Clerk of the District Court
Deputy

6838

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

COLLEEN PECK,

Plaintiff,

vs.

DONALD J. PECK,

Defendant.

13901

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho

DECREE OF DIVORCE.

Filed
C. A. Bleeker
Clerk
By Irene C. Nielsen
Deputy Clerk
Entered JUN 24 1949

The above entitled action came on regularly for hearing before the Court on the 24 day of June, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn & Rayborn, and the defendant appearing not, either in person or by attorney; and it satisfactorily appearing to the Court that due service of Summons and Complaint in said action has been made upon the defendant; and that the defendant has failed, and refused to appear and answer or otherwise plead to said complaint and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired, and the default of the said defendant having been heretofore duly entered.

And evidence having been adduced on behalf of the plaintiff in support of her complaint, and the matter having been fully submitted to the Court for decision. The Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations in plaintiff's complaint are true and that the said defendant has been guilty of cruel and inhuman treatment toward said plaintiff, and that the plaintiff is entitled to a Decree of Divorce from the defendant.

The Court further finds that the property settlement agreement entered into between the parties hereto which was introduced in evidence as Plaintiff's Exhibit "A" is fair and

and equitable to both parties and same is by the Court approved and made a part of this Decree of Divorce.

The Court further finds that the plaintiff's maiden name, prior to her marriage to the defendant was COLLEEN FLEENOR.

NOW THEREFORE, On Motion of Rayborn & Rayborn, attorneys for the plaintiff, it is hereby ORDERED, ADJUDGED AND DECREED as follows;

I. That the bonds of matrimony heretofore and existing between the plaintiff and defendant be and the same are hereby dissolved, and the parties forever freed from the obligations thereof.

II. That the plaintiff is hereby restored to her maiden name of COLLEEN FLEENOR.

III. It is Further Ordered that the property settlement agreement herein marked Plaintiff's Exhibit "A" be and is hereby made a part of this Decree of Divorce, and the same is hereby approved and confirmed.

Dated this 24 day of June, 1949.

Walter E. Lowe
District Judge.

State of [illegible] ss
County [illegible]
I [illegible] and correct
copy [illegible]
C A Bullen
Clerk
Irene C Nielsen
Deputy

COPY EXHIBIT A EXH[illegible] 1

"PROPERTY SETTLEMENT AGREEMENT"

"THIS AGREEMENT, Made and entered into between DONALD J. PECK, Party of the first part, and COLLEEN PECK, Party of the second part, WITNESSETH THAT:

WHEREAS, The parties hereto are husband and wife, certain differences have arisen between them which has made it impossible for them to continue to live together and a suit for divorce having been filed the parties desire to enter into an agreement for a division of the community property and for other purposes.

NOW, THEREFORE, It is mutually agreed as follows:

I.

The party of the first part is to receive the 1940 Ford sedan automobile, Motor No. 5383392, Title No. B427332 and a revolver.

II.

The party of the second part is to receive the balance of the community property owned by the parties hereto, consisting of in part certain wedding presents, a dinette, sewing machine and camera.

III.

The party of the second part hereby relinquishes to the party of the first part all of her interest and equity in the following insurance policies: Metropolitan Life Insurance Co., Policy No.47975; Provident Life and Accident Insurance Co., Policy No. 1604; New York Life Insurance Co., Policy No. 19-250-605.

IV.

It is understood that the parties hereto have incurred certain community indebtedness in the sum of $_____, which the party of the first part agrees to pay.

V.

The party of the first part agrees to pay to the party of the second part temporary alimony in the sum of $75.00, receipt of which is hereby acknowledged. The party of the first part agrees to pay to the party of the second part an attorney fee, filing fee and costs in the

total sum of $117.10, receipt of which is hereby acknowledged.

VI.

It is further agreed that each party will when requested by the other execute to the other all necessary conveyances and releases for carrying out the terms of this agreement. Except as above provided, each party waives all claims which he or she may have against the other, it being agreed that the above is a full and complete property settlement and equitable division of the community property. The party of the second part waives any claim for alimony, attorney fees and court costs except as herein provided. In the event judgment is granted to the parties hereto, it is understood and agreed that this contract shall be confirmed by the Court and made a part of said judgment.

Donald J. Peck
Party of the First Part

Colleen Peck
Party of the Second Part

STATE OF IDAHO,)
(ss.
Twin Falls County,)

On this tenth day of June, in the year 1949, before me, the undersigned, a Notary Public in and for said state, personally appeared Donald J. Peck, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal)

E. L. Rayborn
Notary Public for the Stateof Idaho
Residence: Twin Falls, Idaho

STATE OF IDAHO,) ss.
Twin Falls, County, Idaho)

On this 10th day of June, 1949, before me the undersigned, a Notary Public in and for said State, personally appeared Colleen Peck, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

E. L. Rayborn
Notary Public for State of Idaho
Residing at Twin Falls, Idaho

(Seal)

C A Bulles
Irene C Nelson

Copy

6839

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

Case No. 1178 Inst. No. 9

DISTRICT COURT VALLEY COUNTY, IDAHO

Filed 6-27 1949 at M.

Forest E. Robb CLERK

By D E C R E E DEPUTY

FRANCES E. CRESSY,

Plaintiff,

vs

GLENN J. CRESSY,

Defendant.

THE ABOVE ENTITLED ACTION Coming on to be heard in open Court at Cascade, Idaho, this 27th day of June, 1949, Robert H. Remaklus appearing as attorney for the Plaintiff and the defendant not appearing either in person or by counsel and it appearing to the Court that due and legal service of summons and complaint has been made upon the defendnant and the time allowed by law to the defendant for pleading has expired and no appearance having been made by the defendnant, and it further appearing that an affidavit of non-military status of the defendant has been filed, and the default of the defendant having been duly and regularly entered; the Plaintiff introduced evidence in support of her complaint, which evidence was supported by other testimony, and the matter submitted to the Court, and the Court being fully advised in the premises finds that all the allegations contained in the Plaintiff's complaint are true and the Plaintiff is entitled to judgment as prayed for therein;

NOW, THEREFORE, On motion of Robert H. Remaklus, attorney for Plaintiff, it is ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between Plaintiff and Defendant be and the same are hereby dissolved and that the Plaintiff is given and granted a decree of divorce of and from the defendant, and FURTHER, that the Plaintiff be and she is hereby awarded the care, custody and control of Bette Ann Cressy,

Glenn Theodore Cressy, and Robert William Cressy, the minor children of the parties hereto.

Dated in open Court in Cascade, Idaho, this 27th day of June, 1949.

A. O. Sutton
District Judge

Recorded in Book 3 of Judgments at page 34.

STATE OF IDAHO,) ss.
County of Valley.)

I, Forest E. Robb, Clerk of the District Court in and for Valley County, Idaho, DO HEREBY CERTIFY AND DECLARE that I have compared the foregoing Decree --Cressy vs. Cressy ..... with the record of such decree in my office, which instrument is (filed and indexed) &Recorded) in Book 3 of Judgments, at page 34, and that the foregoing is a true and correct copy of such record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 5th day of July, 19 49

Forest E. Robb
Clerk of the District Court
Valley County, Idaho
By Shirley Shillings
Deputy

Copy

6840

IN THE DISTRICT COURT OF THE SEVENTH JUDUCIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

Case No. 1118 Inst. No. 4

DISTRICT COURT VALLEY COUNTY, IDAHO

Filed 6-27-49 19 at M.

Fourth E. Dabb

CLERK

DECREE

DEPUTY

ALVERETTA BATES,

Plaintiff,

-VS-

HARRY BATES,

Defendant.

THE ABOVE ENTITLED ACTION coming on regularly to be heard in open court at Cascade, Idaho, this 27th day of June, 1949, C. Ben Martin appearing as attorney for the plaintiff and the defendant not appearing eithet in person or by counsel and at appearing to the court that due and legal notice and service of summons and complaint has been made upon the defendant and the time allowed by law to the defendant for pleading has expired and no appearance having been made by the defendant, and it further appearing that an affidavit of non-military status of the defendant has been filed, and the default of the defendant has been duly and regularly entered; the plaintiff introduced evidence in support of her complaint, which evidence was supported by other testimony, and the matter submitted to the court, and the court being fully advised in the premises finds that all the allegations contained in the plaintiff's complaint are true and the Plaintiff is entitled to the relief prayed for in said complaint;

NOW, THEREFORE, on motion of C. Ben Martin, attorney for the plaintiff, it is ORDERED, ADJUDGED and DECREED that the bonds of matrimony existing between plaintiff and defendant be and the same are hereby dissolved and that the plaintiff is given and granted a decree of divorce of and from the defendant, and FURTHER, that the plaintiff be and she is hereby awarded the care, custody and control of Donald Bates and Margeret Bates, the minor children of the parties hereto, reserving to the defendant the right of visitation with said children at all reasonable times and that the defendant shall be entitled to the care, custody and control of said minor children at reasonable times during the summer months,

said custody, control and care of said minor children by the defendant to be set by this court upon application being made by the said defendant to this court.

Done and dated in open court this 27th day of June, 1949.

A. O. Sutton
District Judge

Recorded in Book 3 of Judgments at page 33.

STATE OF IDAHO,) SS.
County of Valley.)

I, Forest E. Robb, Clerk of the District Court in and for Valley County, Idaho, DO HERBEY CERTIFY AND DECLARE that I have compared the foregoing ....Decree -- Bates vs Bates..... with the record of such ....decree..... in my office, which instrument is (filed and indexed) &(recorded) in Book....3..... of..... Judgments...., at page ..33...., and that the foregoing is a true and correct copy of such record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this ..5th.. day of .....July....., 19..49.

Forest E. Robb
Clerk of the District Court
Valley County, Idaho
By Shirley Shellyes
Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

Case No. 1108 Inst. No. 4

DISTRICT COURT VALLEY COUNTY, IDAHO

Filed 7-6- 1949 at M.

Forest E. Robb CLERK

Shirley Phillips DEPUTY

JOAN FIELDING,

Plaintiff,

-VS-

RICHARD A. FIELDING,

Defendant.

D E C R E E

THE ABOVE ENTITLED CAUSE coming on regularly to be heard before the court at Cascade, Idaho, this 27th day of June, 1949, C. Ben Martin appearing as counsel for the plaintiff and the defendant not appearing either in person or by counsel and it appearing to the court that due and legal service of summons and complaint has been acknowledged by the defendant andthe time allowed to the defendant for pleading has expired and no appearance having been made by the defendant, andit further appearing that an affidavit of non-military status has been filed, and the default of the defendant has been duly and regularly filed; the plaintiff introduced evidence in support of her complaint, this evidence being supported by other testimony, and the matter being submitted to the court, and the court being fully advised in the premises finds that all the allegations contained in plaintiff's complaint are true and that the plaintiff is entitled to the relief prayed for in said complaint;

NOW, THEREFORE, upon motion of C. Ben Martin, attorney for plaintiff, it is ORDERED, ADJUDGED and DECREED that the bonds of matrimony now existing between plaintiff and defendant be dissolved and that the plaintiff be given and granted a decree of divorce of and from the defendant, and it is FURTHER ORDERED that the plaintiff's maiden name of JOAN BURKS be restored to her.

Done and dated in open court this 27th day of June, 1949.

Recorded in Book 3 of Judgments at page 34.

A. O. Sutton
District Judge

STATE OF IDAHO,) SS.
County of Valley.)

I, Forest E. Robb, Clerk of the District Court in and for Valley County, Idaho, DO HEREBY CERTIFY AND DECLARE that I have compared the foregoing Decree -- Fielding vs Fielding-- with the record of such decree in my office, which instrument is (filed and indexed) (Recorded) in Book 3 of Judgments, at page 34, and that the foregoing is a true and correct copy of such record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 6th day of July, 1949.

Forest E. Robb
Clerk of the District Court
Valley County, Idaho.
By Shirley Phillips
Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON

MINNIE WHITE,
Plaintiff,

vs.

OLIVER B. WHITE,
Defendant.

_ D E C R E E _

(COPY)

This cause came on regularly for hearing before the Court in open court on this the 6th day of June, 1949. Plaintiff was present in person and by Ed. R. Coulter, her attorney; defendant was present neither in person nor by attorney, and the following proceedings were had:

It appearing from the records that summons was issued on the 28th day of April, 1949, and thereafter copy of summons and complaint herein were personally served upon the defendant, who thereafter signed and acknowledged the affidavit of service of process upon him on the 30 day of April, 1949, which affidavit is now on file in the records of this action.

Thereupon a trial of said action is had. Witnesses are sworn and examined on behalf of the plaintiff, the taking of evidence is closed and the cause is submitted to the Court for decision.

After due deliberation thereon by the Court, the Court finds that all of the allegations contained in plaintiff's complaint are true and plaintiff is entitled to a decree of divorce from the defendant.

WHEREFORE, by reason of the law and the premises, it is ordered, adjudged and decreed that the plaintiff, Minnie White, be and hereby she is, granted an absolute divorce from the defendant Oliver B. White.

Done in open court this the 6th day of June, 1949.

A. O. SUTTON
District Judge.

STATE OF IDAHO
County of Washington } ss.

6842

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of Minnie White -vs- Oliver White is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 6 day of June, 1949.

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON

* * * * *

BESSIE V. WILLIS, Plaintiff, -vs- BRYANT WILLIS, Defendant.) No. DECREE OF DIVORCE

- - - - -

This cause came on regularly for hearing this 6th day of June, 1949, plaintiff appearing in person and by her attorney Herman Welker, Esq., and the defendant appearing by a General Appearance and Waiver in which said defendant states that he is not a member of the Armed Services of the United States of America, or entitled to any rights by virtue of the Soldier and Sailors' Civil Relief Act of 1940, as amended, and the defendant in said General Appearance and Waiver having admitted due and legal service of summons and having refused to plead further in said matter and consenting that his default might be entered and the Court hear the matter at its earliest convenience, the Court then proceeded to hear testimony and evidence introduced by the plaintiff in support of her cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grievous mental suffering and bodily injury in and upon the person of the plaintiff, all without cause or provocation.

Now, Therefore, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the plaintiff Bessie V. Willis, and the defendant, Bryant Willis, be, and the same are hereby dissolved, and the plaintiff be and she is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of extreme cruelty as prayed for in her complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons;

It is hereby further ORDERED, ADJUDGED and DECREED, That the plaintiff

is hereby awarded the care, custody and control of Saundra Jean Willis, minor daughter of the parties hereto, subject to reasonable rights of visitation on the part of the defendant;

It is hereby further ORDERED, ADJUDGED and DECREED, That the defendant is hereby awarded the care, custody and control of Michael Eugene Willis, minor son of the parties hereto, subject to reasonable rights of visitation on the part of the plaintiff; and,

It is hereby further ORDERED, ADJUDGED and DECREED, That the defendant pay to the plaintiff the sum of Twenty Dollars ($20.00), per month, for the care, support, maintenance and education of Saundra Jean Willis; said payments to commence on the 1st day of July, 1949 and continue monthly thereafter until said child reaches the age of her majority, or unless she sooner married.

Done in Open Court this 6th day of June, 1949, at Weiser, Idaho.

A. O. Sutton
District Judge

STATE OF IDAHO
County of Washington } ss.

6843

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of Bessie Willis -vs- Bryant Willis is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 6 day of June, 1949.

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON

* * * * *

CLIFFORD GRIFFITTS, Plaintiff,) No.

-VS-

ILENE GRIFFITTS, Defendant.) DECREE OF DIVORCE

- - - - -

This cause came on regularly for hearing this 6th day of June, 1949, plaintiff appearing in person and by his attorney Vernon Daniel, Esq., and the defendant appearing by a General Appearance and Waiver in which said defendant states that she is not a member of the Armed Services of the United States of America, or entitled to any rights by virtue of the Soldier and Sailors' Civil Relief Act of 1940, as amended, and the defendant in said General Appearance and Waiver having admitted due and legal service of summons and having refused to plead further in said matter and consenting that her default might be entered and the Court hear the matter at its earliest convenience, the Court then proceeded to hear testimony and evidence introduced by the plaintiff in support of his cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grievous mental suffering and bodily injury in and upon the person of the plaintiff, all without cause or provocation.

Now, Therefore, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the plaintiff Clifford Griffitts and the defendant Ilene Griffitts, be, and the same are hereby dissolved, and the plaintiff be and he is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of extreme cruelty as prayed for in his complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons; and,

It is hereby further ORDERED, ADJUDGED and DECREED, That the Property Settlement Agreement hereto attached as Exhibit 'A', is affirmed by the Court and made a part of this Decree of Divorce.

Done in Open Court this 6th day of June, 1949, at Weiser, Idaho.

A. O. Sutton
District Judge

PROPERTY SETTLEMENT AGREEMENT

Exhibit A

THIS AGREEMENT, Made and entered into this 28th day of April, 1949, by and between Ilene Griffitts, wife, of Payette, County of Payette, State of Idaho, first party, and Clifford Griffitss, husband, of Payette, County of Payette, State of Idaho, second part, WITNESSETH: That

WHEREAS, The parties hereto intermarried at Purcell, Oklahoma, on the 2nd day of May, 1944, and ever since have been and now are husband and wife;

WHEREAS, No children have been born as issue of this marriage;

WHEREAS, There is now pending in the District Court of the Seventh Judicial District of the State of Idaho, in and for Washington County, an action of divorce by second party against first party; and,

WHEREAS, It is the desire of the parties hereto to enter into an agreement providing for the division of the community property of said parties.

NOW, THEREFORE, It is agreed between the parties hereto as follows:

I

That the second party shall have all real property which is hereinafter described as follows:

> A part of Block 10 of Recorder's Plat of Ireton's First Subdivision, according to the official plat thereof on file and of record in the office of the County Recorder of Payette County, Idaho; said tract of land being located in the Southwest Quarter of the Southwest Quarter of Section 27, Township 9 North, Range 5 West of the Boise Meridian, and being particularly described as follows:
>
> Beginning at a point 377 feet East of the Southwest corner of said Block 10, run thence North 120 feet; thence East and parallel to the South side line of said Block a distance of 75 feet; thence South 120 feet; thence West 75 feet to the point of beginning,

that the first party will make and execute a quit-claim deed to said property conveying the same to second party as his sole and separate property upon the signing of this agreement;

That the second party shall have the furniture and fixtures now located in and upon the above described realty, and in more particular being described as:

3-piece divan set, platform rocker, carpeting, philco radio, floor

LAW OFFICES
HERMAN WELKER
PAYETTE, IDAHO

lamp, end table, oil heater, 5-piece blonde bedroom suite, 5-piece dinette set, A & B electric stove, frigidaire and miscellaneous dishes, together with personal clothing; and,

1 GE washing machine C.G.G.

1 1937 Oldsmobile automobile.

II

That first party shall have all of her clothing, personal effects and jewelry, together with one 4-piece dark bedroom suite, and other dishes, pots, pans, silverware and utensils which are presently in her possession.

III

That the first party hereby accepts the provisions of this contract in full satisfaction of all her rights to support, maintenance, suit moneys, costs or attorneys' fees which may now or may ever be incurred between the two parties hereto in regard to their marital status.

IV

That any and all property acquired by either of the parties hereto from and after the date hereof shall be the sole and separate property of the one so acquiring the same, and each of the parties hereto respectfully grants to the other all the future acquisitions of property, wages, salaries or benefits, as the sole and separate property of the one so acquiring the same.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

Ilene Griffitts, First party

Clifford Griffitts, Second Party

STATE OF IDAHO)
: ss.
County of Payette)

On this 28th day of April, 1949, before the undersigned, a Notary Public for said State, personally appeared ILENE GRIFFITTS and CLIFFORD GRIFFITTS, known to me to be the persons whose names are subscribed to the within Property Settlement Agreement, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(S E A L)

Violet M. Robinson
Notary Public for Idaho
Residing at Payette, Idaho

STATE OF IDAHO)
County of Washington) ss.

6844

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of Clifford Griffitts -vs- Ilene Griffitts is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 6 day of June, 1949.

Naomi Black
Clerk of the District Court

LAW OFFICES
HERMAN WELKER
PAYETTE, IDAHO

X

2:30 6465

6845

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

CHARLES K. WATSON,
Plaintiff,
vs.
MARGARET C. WATSON,
Defendant.

DECREE

The above entitled matter came on regularly to be heard in Open Court at Coeur d'Alene, Idaho, before the Honorable C. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 27th day of June, 1949, upon the Complaint of plaintiff and Answer of the defendant, a Stipulation having been filed in the action setting the case for trial on the above date.

Plaintiff appeared in person with a witness and one of his attorneys, O. J. Bandelin; the defendant did not appear nor was she represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by Stipulation, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Charles K. Watson, and the defendant, Margaret C. Watson, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the following described real estate in Bonner County, Idaho, to-wit:

Beginning at the Southeast Section corner of Section 17, Township 61 North, Range 4, W.B.M.; thence 1320 feet North along Section line between Section 16 and 17; thence West 660 feet to place of beginning; thence North 330 feet; thence West 660 feet; thence South 330 feet; thence East 660 feet to place of beginning. A tract of land, less road, containing approximately 5 acres more or less.

STATE OF IDAHO)
County of Bonner) ss.

Filed June 27, 1949
2:30 P.
Alex T. Russell,
Clerk
By Vivian E. Shoemaker,

together with all personal property therein consisting of household goods be and the same was and is the sole and separate property of the defendant, Margaret C. Watson, and that the plaintiff has no right, title nor interest therein.

Done in Open Court at Coeur d'Alene, Idaho, this 27th day of June, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

6845

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6465, CHARLES K. WATSON, Plaintiff, vs. MARGARET C. WATSON, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 27 *day of* June, *1949*

Alex T. Russell, *Clerk*

By Vivian E. Shoemaker *Deputy*

2:30 6418

6846

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

MILDRED L. LOWE,

Plaintiff,

vs.

JAMES R. LOWE,

Defendant.

DECREE

The above entitled matter came on regularly to be heard in Open Court at Coeur d'Alene, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 27th day of June, 1949, upon the Complaint of plaintiff and Answer of the defendant, a Stipulation having been filed in the action setting the case for trial on the above date.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by Stipulation, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Mildred L. Lowe, and the defendant, James R. Lowe, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

Done in Open Court at Coeur d'Alene, Idaho, this 27th day of June, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO } ss.
County of Bonner }

Filed June 27, 1949
2:30 o'clock P. M.
Alex T. Russell
Clerk of District Court,
By Vivian E. Shoemaker
Deputy.

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6418, MILDRED L. LOWE, Plaintiff, vs. JAMES R. LOWE, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 27 *day of* June, 194 9

Alex T. Russell, *Clerk*

By Vivian L. Greenwalt *Deputy*

6847

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

COPY

NO. 22057 FILED 2:20 P. M.
JUL 5 1949
O. F. PETERSON, Clerk
B. CLYDE EAGLESON DEPUTY

* * * * * *

ANNA E. SAILOR,
Plaintiff,

vs

RAY SAILOR,
Defendant.

JUDGMENT AND DECREE

* * * * * *

This cause, coming on regularly to be heard the 7th day of June, 1949, before the court without a jury and the plaintiff, Anna E. Sailor, appearing in person and by her attorney, J. W. Galloway, and the defendant, Ray Sailor, appearing in person and by his attorney, C. Stanley Skiles, and evidence both oral and documentary having been introduced and the matter having been submitted to the court for its decision, and

It appearing to the court that the allegations of the plaintiff's cause of action contained in plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility and sufficiency, and it further appearing to the court that the plaintiff and defendant are tenants in common of the real property hereinafter described and that the plaintiff and defendant, as tenants in common, are each entitled to an equal proportion of said property based upon the value of the several lots or tracts of said real property, and

The case having been submitted to the court for its decision, and the matter being closed, and the court being duly informed in the premises, the court enters its judgement and decree as follows:

WHEREFORE, IT IS ORDERED, ADJUGED AND DECREED, and this does order, adjudge and decree:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be forever dissolved.

2. That the plaintiff take, and she is hereby awarded, subject to the mortgage or lien hereinafter imposed, as her sole and separate property, and for her sole and separate use, all right, title and interest of the plaintiff and defendant in and to the following described property:

> The SE¼ of the NE¼ of Section1, Township 2 North, Range 2 E., B.M.,

subject to the provision that plaintiff pay to defendant the sum of one thousand ($1000.00) dollars, said sum, together with interest at the rate of 5 per cent per annum on the amount unpaid, to be due and payable on or before five (5) years from the date hereof, and as security for the payment of said sum the plaintiff shall execute a mortgage, in favor of defendant, upon the above described property in the sum above mentioned, and a lien in the amount above mentioned, together with interest, is hereby imposed upon said property.

3. That the defendant take, and he is hereby awarded, as his sole and separate property, and for his sole and separate use, all that certain real property described as follows:

> Lots 7 to 14, inclusive, of Block 3 of South Boise First Subdivision to Boise City, Idaho, as the same appears on the official plat thereof on file with the County Recorder of Ada County, Idaho, subject to a mortgage upon said property executed by plaintiff, as grantor, to the First Security Bank of Idaho, as grantee, in the principal amount of $1700 ^{oo}, said mortgage being dated June 19, 1947, Recorded in Book 191 of Mortgages at Page 89 of the Records of the County Recorder of Ada County, Idaho.

4. That the plaintiff take, as her sole and separate property, all personal property situate in and upon the real property described in paragraph 2 hereof, and the defendant take, as his sole and separate property, all personal property situate upon the real property described in paragraph 3 hereof.

Dated this 5th day of ~~June~~ July, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO)
) ss
County of Ada)

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the county of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 5th day of July, 1949.

Otto F. Peterson
Clerk

By F. B. [illegible]
Deputy

4

6848

Copy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

NO. 22134

FILED

A.M. JUL 5 - 1949

CLERK

DEPUTY

JOHN W. POTTER,

Plaintiff,

vs.

BETTY POTTER,

Defendant.

JUDGMENT

THIS CAUSE, Coming on regularly to be heard on the 5th day of July, 1949, before the Court without a jury, and the plaintiff appearing in person and by his attorney, Thornton D. Wyman, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring or appearing has expired; that the default of said defendant, Betty Potter, for failing to appear, answer or demur within the time prescribed by law has been heretofore duly entered herein,

WHEREUPON, Evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free and clear from all objections as to competency, admissibility and sufficiency, and it appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree;

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE:

That the bonds of matrimony between plaintiff and defendant be, and the same are, hereby forever dissolved.

DATED and SIGNED This 5th day of July, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree in Potter vs. Potter, No. 22134

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 5th day of July, 1949.

By Marna J. Kester, Deputy.

OTTO F. PETERSON,
Clerk.

6849

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * *

COPY

NO. 22202 FILED

A.M. ..... P.M. ..... JUL 5- 1949

OTTO F. PETERSON, CLERK

BY Marna J. Kester DEPUTY

VINNIE H. BENNETT,

Plaintiff,

vs.

VERLO T. BENNETT,

Defendant.

D E C R E E

* * * * * * *

THIS CAUSE, Having been brought on to be heard this 5th day of June, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Star, Ada County, Idaho, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Verlo T. Bennett, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Vinnie H. Bennett, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each

of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of Darleen Bennett, Gayle Bennett, Orlo Bennett, Patricia Lynn Bennett, Lee Bennett and Suzanne Bennett, the minor children of plaintiff and defendant be awarded to the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant herein, Verlo T. Bennett, shall pay to the plaintiff herein for the care and support of the minor children of the plaintiff and defendant, namely, Darleen Bennett, Gayle Bennett, Orlo Bennett, Patricia Lynn Bennett, Lee Bannett and Suzanne Bennett, the sum of Fifty ($50.00) Dollars, per month ~~for each child, for a total of~~ _____ ~~($) Dollars, per month.~~ until the youngest child becomes of Age.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That all the right, title and interest of the defendant, Verlo T. Bennett, in and to the following described property, to-wit:

Household Furniture located on the premises at 1120 Heron Street, Apartment 59, in Boise, Ada County, Idaho.

is hereby set over to the plaintiff, Vinnie M. Bennett, to have and to hold as her sole and separate property.

DATED At Boise, Idaho, this 5½ day of July, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree in the case of Vinnie M. Bennett vs Verlo T Bennett, No 22202

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 5th day of July, 1949.

By Norma T. Foster, Deputy.

OTTO F. PETERSON,
Clerk.

6850

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

NO. 22193
FILED
A.M. P.M.
JUL 8 - 1949
CLERK OF PROBATE COURT
By Norma J. Foster
DEPUTY

NONA FROST
Plaintiff,

vs.

ROLLO W. FROST
Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED ACTION came on regularly for hearing before the court at Boise, Idaho, July 5, 1949. The plaintiff appeared in person and with her attorney and witness. No person appeared on behalf of the defendant.

It appearing to the court that service of process has been duly had and made for the time and in the manner provided by law, that order that no cause of military service exists precluding entry of default herein has been duly entered, and that the default of the defendant in the premises has been heretofore duly entered according to law.

Now on motion of the plaintiff, the court proceeds to reception of testimony on behalf of the plaintiff, and being fully advised, express findings of fact and conclusions of law being waived, the court finds generally for the plaintiff and against the defendant on the complaint and finds the plaintiff entitled to decree of divorce, to award of all of the real and personal property of the parties, and to permanent custody of the minor children of the parties together with an allowance of support money therefore,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the plaintiff Nona Frost and the defendant Rollo W. Frost be, and they are hereby absolutely divorced and freed from the bonds of matrimony herefofore existing between them.

2. That the plaintiff have, and she is awarded, and there is set over and decreed to her to be her sole and separate property and estate, free and clear of all claims of the defendant Rollo W. Frost, all of the right, title, equity, interest, and estate of the parties hereto in the west ½ of lot 18, block 3 of Home Acres Subdivision

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

No. 17, in Ada County, State of Idaho, with the appurtenances.

3. That the plaintiff have, and there is set over and decreed to her to be her sole and separate property and estate, free and clear of all claims of the defendant Rollo W. Frost, all of the household goods, furnishings, equipment, and personalty of the parties.

4. That the plaintiff have and she is hereby awarded the permanent care, custody, control, and keeping of the minor children Richard Frost, age 17, Neil Frost Age 16, Dale Frost Age 15, Shirley Frost Age 13, James Frost Age 10, Mary Frost Age 8, Allen Frost Age 6, Linda Frost Age 5, and Keith Frost Age 2, subject to reasonable rights of visitation of the defendant.

5. That the defendant Rollo W. Frost be, and he is ordered and required, to pay over to the plaintiff, for the support of the said minor children, the sum of not less than $11 for each of said minor children for each month during the continuance of the minority of said minor children severally until further order of this court.

Rendered, dated and entered July 8th 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce
Nona Frost vs Rollo W. Frost

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of July, 1949.

By Nona I. Kester, Deputy.

OTTO F. PETERSON,
Clerk.

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

X

6851

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * * *

Copy

NO. 22197

FILED

A.M. ..... P.M. .....

JUL 8 - 1949

OTTO F. PETERSON, CLERK

By Marian I. Foster DEPUTY

MARY TAYLOR,

Plaintiff,

vs.

ALLEN TAYLOR,

Defendant.

* * * * * * * *

D E C R E E

THIS CAUSE, Having been brought on to be heard this 8th day of ~~June~~ July, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Boise, Ada County, Idaho, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Allen Taylor, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Mary Taylor, to the relief demanded in the complaint as prayed for;

That the plaintiff herein, Mary Taylor, is now and has been a bona fide resident of the State of Idaho for a period of more than six full weeks immediately preceding the commencement of this action.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided

does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of Jewel Taylor, the minor child of plaintiff and defendant, be awarded to the plaintiff herein and that the said defendant may have the privilege to visit the said minor child at all reasonable and proper times and places while said minor child is under the care, custody and control of the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the property settlement agreement entered into between the plaintiff and defendant is hereby ratified, approved and confirmed.

DATED At Boise, Idaho, this 8th day of ~~June~~ July, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree in the case of
Mary Taylor vs Allen Taylor

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of July, 1949.

By Marna I. Kester, Deputy.

OTTO F. PETERSON,
Clerk.

6852

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF ADA.

Copy

NO. 22189

FILED

A.M. ..... P.M. .....

JUL 8 - 1949

OTTO F. PETERSON, CLERK

BY Marna J. Kester DEPUTY

* * * * * * * * * * *

ELIZABETH H. ALLEN,

Plaintiff,

-v-

CLAUDE W. ALLEN,

Defendant.

D E C R E E

* * * * * * * * * * *

THIS CAUSE, Coming on regularly to be heard by the Court without a jury, this 8th day of July, 1949, Delana & Delana, appearing as counsel for the Plaintiff, and it appearing that the Defendant had been duly and regularly served with Summons and Complaint in said action, and that due and proper proof had been submitted showing the Defendant not to have been and not being in the Military Service pursuant to the terms and conditions of the "Soldiers' and Sailors' Relief Act of 1940" and that default had been duly and regularly entered in said action, THEREUPON, Witnesses were sworn and examined on the part of the Plaintiff and the evidence having been closed, the cause was submitted to the Court for its consideration and decision, and the Court being fully advised in the premises, rendere its decision as follows:

NOW, THEREFORE, By reason of the law and the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between Plaintiff and Defendant be and the same is hereby dissolved.

2. That the Plaintiff's former name of ELIZABETH WIMMER HOLMES be and the same is hereby restored.

DATED: This 8th day of July, 1949.

CHARLES E. WINSTEAD

District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree in the case of Elizabeth H. Allen vs Clarke W. Allen

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of July, 1949.

By Marnar J. Kester, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

HAROLD GILBERT VEALE)
Plaintiff)
vs)
GENEVIEVE VEALE)
Defendant)

D E C R E E

COPY
NO. 2224
FILED 4 P. M.
JUL 8 1949
ITO F. PETERSON, Clerk
By B. CYDE EAGLESON DEPUTY

This cause came on regularly to be heard this 8th day of July, 1949, upon the complaint of the plaintiff herein, J. L. Eberle, Esquire, appearing for the plaintiff; and the defendant having been duly served with process on June 16, 1949, and failing to make any appearance by pleading, counsel or otherwise, and an affidavit showing that said defendant has not been and is not now in the military service, the default of said defendant was duly entered; and the court, having heard the evidence submitted by plaintiff and being fully advised in the premises, finds and decides:

1. That the defendant, Genevieve Veale, and plaintiff intermarried on or about the 25th day of February, 1931, at Edmonton, Alberta, Canada, and ever since have been and now are husband and wife.

2. That plaintiff now is and has been a bona fide resident of the State of Idaho for more than six weeks next preceding the commencement of this action.

3. That there is no community property and there is one son thirteen (13) years of age, not within the jurisdiction of the court.

4. That said plaintiff and said defendant now live, and continuously, since on or about January 2, 1941, have lived separate and apart without cohabitation.

5. That plaintiff herein is entitled to a decree of divorce.

6. Inasmuch as the Supreme Court of Alberta, Judicial District of Edmonton, Canada, on March 13, 1941 ordered plaintiff above named to pay the sum of $5.00 per week for the maintenance and support of the minor child, Harold William Veale, the same should be confirmed herein.

WHEREFORE, IT IS NOW ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between the plaintiff, Harold Gilbert Veale, and the defendant Genevieve Veale, be and the same hereby are dissolved absolutely and the said parties are, and each of them is, freed and released from the obligations thereof; and IT IS FURTHER ORDERED that the plaintiff pay to the defendant the sum of $5.00 per week for the maintenance and support of said child, Harold William Veale, provided that any payments made under the order or decree dated March 13, 1941 in the Supreme Court of Alberta, Judicial District of Edmonton, Canada, be credited upon the amount payable under this decree.

Done in open court in Ada County, State of Idaho, this 8th day of July, 1949.

CHARLES E. WINSTEAD

DISTRICT JUDGE

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deerce, V Rale vs V Rale
Case 22214

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of July, 1949.

By B. Clyde Tuttle, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

NO. 22217

FILED

A.M. ____ P.M.

JUL 8 - 1949

OTTO F. PETERSON, CLERK

BY Marian J. Foster DEPUTY

WILLIS A. WEBB, Plaintiff, -vs- VERNELL WEBB, Defendant.	JUDGMENT AND DECREE

THIS CAUSE coming on regularly to be heard on the 8th day of July, 1949, before the Court without a jury, and the plaintiff appearing in person and by his attorney, Thos. Y. Gwilliam, and the defendant not appearing in person or by counsel and it appearing to the Court that Summons in the above-entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring, or appearing has expired; that the default of said defendant, VERNELL WEBB, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered; and an Affidavit stating the Defendant is not in the Military Service of the United States having been filed herein:

WHEREUPON, evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears that the allegations of the plaintiff's Complaint on file herein are sustained by testimony free from all obligations as to competency, admissibility and sufficiency; and it further appearing that said matters in said Complaint alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said Complaint, and the case being closed, and the law and premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

WHEREFORE, it is ORDERED, ADJUDGED AND DECREED, and this does, ORDER, ADJUDGE, AND DECREE:

1. That the bonds of metrimony now existing between plaintiff and defendant be, and the same are hereby forever dissolved.

Dated and signed this 8th day of July, 1949.

CHARLES E. WINSTEAD

District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Judgment + Decree in the case of
William A. Welt vs Winnie C. Welt-

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of July, 1949.

By Norman I. Kistler, Deputy.

OTTO F. PETERSON,
Clerk.

- 6855

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

NO. 22187
FILED
.....M. .....P.M.
JUL 11 1949
OTTO F. PETERSON, CLERK
By Marna I. Kester
DEPUTY

GEORGE F. COREY,

Plaintiff,

v.

HAZEL L. COREY,

Defendant.

DECREE OF DIVORCE

This matter coming on regularly for trial before the Court without a jury on this 1st day of July, 1949, the plaintiff appearing in person and with counsel, Wm. F. Calloway, and defendant having been regularly served with summons and having failed to appear and her default having been duly entered; evidence having been introduced by and on behalf of plaintiff; the court having found, and hereby finds, that each and all of the allegations of plaintiff's complaint are true, and the matter having been submitted to the Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and the same are hereby dissolved.

DATED AND SIGNED at Boise, Idaho, this 11th day of July, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 11th day of July, 1949.

OTTO F. PETERSON
Clerk of the District Court

By Marna I. Kester
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

NO. 22099

FILED

A. M._____ P. M._____

JUL 15 1949

OTTO F. PETERSON, Clerk

BY Marna I. Foster DEPUTY

* * * * * *

MURIEL ROSE WILDE,

Plaintiff,

vs

WILLIAM ALLEN WILDE,

Defendant.

JUDGMENT AND DECREE

* * * * *

The above-entitled cause came on regularly to be heard before the court, without jury, on the 15th day of July, 1949, and plaintiff appearing in person and represented by her attorney, Paul B. Ennis, and the defendant not appearing, either in person or by attorney, and it appearing to the satisfaction of the court that Summons had regularly issued and due service of process was had upon said defendant, William Allen Wilde, and the time for answering, demurring or appearing having expired, and the default of said defendant, William Allen Wilde, for failing to appear, answer or demur, within the time prescribed by law, having been duly entered on the said 15th day of July, 1949,

WHEREUPON Evidence duly corroborated as required by law was introduced by the plaintiff from which it appears to the court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility, and sufficiency, and it further appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed and the law in the premises being understood by the Court, the Court at this time makes and renders its final judgment and decree;

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED And this does order, adjudge and decree:

That the bonds of matrimony between plaintiff and defendant be forever dissolved.

Dated this 15th day of July, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO)
) ss
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree filed in the above-entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of July, 1949.

OTTO F. PETERSON

By Marva J. Kester
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

Copy

NO. 22141

FILED

A.M. ..... P.M. .....

JUL 15 1949

O. F. PE... SON, CLERK

By Marian I. Foster DEPUTY

La Vera M. Hornsby, :

Plaintiff, :

-Vs- :

Elmo Rastus Hornsby, :

Defendant. :

JUDGMENT

The above entitled cause came on regularly to be heard and tried before the court on the 15th day of July, 1949, plaintiff appearing in person and by her attorney, Frank Langley, Esquire, and the defendant not appearing either in person or by attorney;

And it appearing that the defendant, Elmo Rastus Hornsby, was duly served with summons herein and that he has failed to appear and answer or otharwise plead within the time allowed by law, or at all, and that his default in the premises has been duly entered, and the plaintiff having submitted her evidence, and the cause having been submitted for decision, and the court being fully advised in the premises now, from said evidence, finds that all of the material allegations of plaintiff's complaint herein are true and that said plaintiff has been, and now is, a bona fide resident of and has continuously resided in the State of Idaho for more than six weeks immediately preceding the commencement of this action, and that plaintiff and defendant were married each to the other at Oakland, California, on February 11, 1944, and ever since have been and now are husband and wife, and that in the month of March, 1944, said defendant did wilfully and without cause desert and abandon said plaintiff and ever since has, and still continues to, so wilfully and without cause desert and abandon plaintiff, and to live separate and apart from her, without any sufficient cause or reason, and against her will, and without her consent, and that ever since the month of March, 1944, said defendant has wil-

fully failed and neglected to provide for plaintiff the common necessaries of ~~of~~ life, he having the ability to do so, and that the defendant is not now and never has been in the military service of the United States;

And said cause having been submitted to the court for decision, and the court being fully advised in the premises, and having found that the plaintiff is entitled to an absolute divorce from the defendant on the grounds of wilful desertion and wilful neglect;

NOW, THEREFORE, it is hereby ordered, adjudged and decreed that the bonds of matrimony heretofore and now existing between the plaintiff, La Vera M. Hornsby, and the defendant, Elmo Rastus Hornsby, be forever dissolved and set aside and that said plaintiff and defendant be, and they hereby are forever divorced and restored to the status of single persons.

Done in open court this 15th day of July, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

JUDGMENT in

HORNSBY vs. HORNSBY

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of July, 1949.

By Marna I. Kester, Deputy.

OTTO F. PETERSON,
Clerk.

6858

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

Copy

BERNARD J. OLIVADOTI, also known as BERNARD J. OLIVATE, Plaintiff, vs. MARY E. OLIVADOTI, also known as MARY E. OLIVATE, Defendant.	NO. 22143 FILED A.M. ..... P.M. ..... JUL 15 1949 D. F. PETERSON, CLERK By Marmon I Kester DEPUTY

JUDGMENT

THIS CAUSE, Coming on regularly to be heard on the15th day of July, 1949, before the Court without a jury, and the plaintiff appearing in person and by his attorney, Thornton D. Wyman, and the defendant not appearing in person, or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and the defendant having filed her appearance in said action by Demurrer and said Demurrer being by the Court over-ruled, pursuant to Stipulation between the parties to the action filed herein, the said defendant by said Stipulation declining to plead further, and the default of the defendant for declining to plead further being duly entered, and said defendant by stipulation consenting to the action being set down for hearing without further notice,

WHEREUPON, Evidence duly corroborated, as required by law was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free and clear from all objections as to competency, admissibility and sufficiency, and it appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree;

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony between plaintiff and defendant be, and the same are, hereby forever dissolved.

2. That the defendant be and she is hereby awarded the care, custody and control of the minor children, to-wit: Sandra Mary Olivadoti, also known as Sandra Mary Olivate, and Maureen Elizabeth Olivadoti, also known as Maureen Elizabeth Olivate, of the parties hereto.

3. That the defendant be and is hereby awarded the sum of $30.00 a month for the support, care and education of each of the minor children, until said children attain, respectively, the age of 18 years or marry prior to attaining said age of 18 years, or shall be adopted, when it shall cease.

4. That the Property Settlement and Agreement entered into and dated July 14, 1949, executed by the parties to this action, be and the same is hereby approved by the Court as settling their property rights, custody and support of the minor children.

DATED and SIGNED This day of July, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO)
County of Ada) ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment, OLIVADOTI, also known as OLIVATE, vs. OLIVADOTI, Also known as OLIVATE, No. 2243, filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of July, 1949.

OTTO F. PETERSON
Clerk

By Marna J. Foster
Deputy

6859

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

Copy

NO. 22186

FILED

A.M. ..... P.M. .....

JUL 15 1949

OTTO F. PETERSON, CLERK

BY Marna J. Foster DEPUTY

WANDA K. ROBERTS,

Plaintiff,

vs.

EDWARD G. ROBERTS,

Defendant.

JUDGMENT AND DECREE

This cause coming on regularly to be heard on the 15 day of July, 1949, before the Court, without a jury, Elam and Burke appearing for said plaintiff, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring, or appearing has expired, and that the default of said defendant, Edward G. Roberts, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered herein.

WHEREUPON evidence, duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility and sufficiency, and it further appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and the premises being fully understood by the Court, the Court at at this time makes and renders this final judgment and decree:

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this does ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony between plaintiff and defendant be, and the same are hereby forever dissolved.

2. That plaintiff's former name of Wanda L. Kinman be restored to her.

Dated this 15 day of July, 1949.

CHARLES E. WINSTEAD

District Judge

ELAM AND BURKE
ATTORNEYS AT LAW
BOISE, IDAHO

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Judgment & Decree

in

Roberts vs Roberts

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of July, 1949.

By Warner T. Kester, Deputy.

OTTO F. PETERSON,
Clerk.

6860

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

* * * * * * * * *

Copy
NO. 22200
FILED
_____ P.M.
JUL 15 1949
O. F. PETERSON, CLERK
BY Marnax J. Kester DEPUTY

ALTA R. BAUER,
Plaintiff,
-v-
CHARLES H. BAUER,
Defendant.

D E C R E E

* * * * * * * * *

THIS CAUSE, Coming on regularly to be heard by the Court without a jury, this _____day of _____, 1949, Delana & Delana, appearing as counsel for the Plaintiff, and it appearing that the Defendant had been duly and regularly served with Summons and Complaint in said action, and that due and proper proof had been submitted showing the Defendant is not now and has not been for more than one year, pursuant to the terms and conditions of the "Soldiers' and Sailors' Relief Act of 1940" and that default had been duly and regularly entered in said action, THEREUPON, Witnesses were sworn and examined on the part of the Plaintiff, and the evidence having been closed, the cause was submitted to the Court for its consideration and decision, and the Court being fully advised in the premises, renders its decision as follows:

NOW, THEREFORE, By reason of the law and the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between Plaintiff and Defendant be and the same is hereby dissolved.

2. That the Plaintiff is given the custody of said minor child, DENNIS CHARLES BAUER, subject to the right of the Defendant to visit said child at reasonable times.

3. That the Defendant pay to the Plaintiff, the sum of TWENTY FIVE AND NO/100 DOLLARS ($25.00) per month on the 15th day of each month, for the care and support of said minor child.

DATED: This 15th day of July, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE in Bauer vs. Bauer

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of July, 19 49.

By Marna J. Fester, Deputy.

OTTO F. PETERSON,
Clerk.

6861

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF ADA

NO. 22228
FILED
A. M._____ P. M._____
Jul 15 1949
OTTO F. PETERSON, Clerk
BY Marna I. Foster
DEPUTY

ROLLIE BROWN,

Plaintiff,

vs.

ZELDA BROWN,

Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED CAUSE came on regularly for hearing before the Court, at Boise, Idaho, July 15, 1949, the plaintiff appearing in person and with his attorney and witness, the defendant not appearing at all.

It satisfactorily appearing to the court that due and lawful service of summons and complaint has been made in Ada County, that no cause of military service exists precluding entry of default, that order so establishing has been duly made, and that the default of the defendant for failure to appear has been regularly entered,

Now on motion of plaintiff the court proceeds to reception of testimony on plaintiff's behalf, and being fully advised, express findings of fact and conclusions of law being waived, the court finds generally for the plaintiff and against the defendant and finds the plaintiff entitled to a decree of divorce, andorders judgment accordingly.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the bonds of matrimony heretofore existing between the plaintiff Rollie Brown and the defendant Zelda Brown be, and they are absolutely dissolved, and the parties are divorced hereby.

Rendered, dated and entered July 15, 1949.

CHARLES E. WINSTEAD
District Judge

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce in
Rollie Brown vs Zelda Brown

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of July, 1949.

OTTO F. PETERSON,
Clerk.

By Norma I. Lester, Deputy.

6862

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

Copy

NO. 21467

FILED

A. M._____ P. M._____

JUL 18 1949

OTTO F. PETERSON, Clerk

BY Marnal T. Peaba DEPUTY

CLARA L. McGILL,

Plaintiff,

-vs-

FRED W. McGILL,

Defendant.

DECREE

This cause came on regularly to be heard this 15th day of July, 1949, upon the complaint of the plaintiff herein, T. H. Eberle, Esquire, appearing for the plaintiff; and the defendant having been duly served with process, appeared by demurrer to the Complaint, and defendant then having withdrawn said demurrer and refused to plead further and an affidavit showing that said defendant has not been and is not now in the military service, the default of said defendant was duly entered; and the Court, having heard the evidence submitted by Plaintiff and being fully advised in the premises, finds and decides:

1. That the defendant, Fred W. McGill, and the plaintiff intermarried on or about the 18th day of January, 1947, at Portland, Oregon, and ever since have been and now are husband and wife.

2. That the Plaintiff now is and has been a bona fide resident of the State of Idaho for more than six weeks next preceding the commencement of this action.

3. That there are no children of this marriage, and there is not community property.

4. That the defendant has treated plaintiff in a cruel and inhiman manner and such cruel and inhuman treatment so inflicted upon said plaintiff by said defendant has caused plaintiff grievous mental and physical suffering.

5. That Plaintiff herein is entitled to a decree of Divorce.

WHEREFORE, IT IS NOW ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between the Plaintiff, Clara L. McGill, and the defendant, Fred W. McGill, be and the same hereby are dissolved absolutely and the parties and each of them be and they hereby are freed from the obligations thereof, and IT IS FURTHER ORDERED that the plaintiff's name prior to this marriage, Clara Claghorn, by and it hereby is restored to the plaintiff.

Done in open court in Ada County, State of Idaho, this 15th day of July, 1949.

CHARLES E. WINSTEAD

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree in
Mc Gill vs Mc Gill

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of July, 1949.

By Marna I. Kester, Deputy.

OTTO F. PETERSON,
Clerk.

6863

IN THE DIESTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

BARBARA PEDA,

Plaintiff,

-vs-

RALPH PEDA,

Defendant.

Copy

NO. 2292

FILED

A. M. ---------- P. M. ----------

JUL 18 1949

OTTO F. PETERSON, Clerk

BY Marna J. Lester DEPUTY

DECREE

This cause came on regularly to be heard this 15th day of July, 1949, upon the complaint of the plaintiff herein, T. H. Eberle, Esquire, appearing for the plaintiff; and the defendant, having been duly served with process and having filed an appearance and answer, did not appear at the trial either in person or by counsel; and an affidavit showing that said defendant is not now in the military service, the Court, having heard the evidence submitted by plaintiff and being fully advised in the premises, finds and decides:

1. That said Plaintiff and Defendant intermarried in Boise, Ada County, Idaho, or or about the 8th day of September, 1945, and ever sence have been and now are husband and wife.

2. That the Plaintiff now is and has been a bona fide resident of the State of Idaho for more than six weeks next preceding the commencement of this action.

3. That there are no children of said marriage and there is no community property.

4. That defendant has treated plaintiff in a cruel and inhuman manner and such cruel and inhuman treatement so inflicted upon said plaintiff by said defendant has caused plaintiff grievous mental and physical suffering.

5. That plaintiff herein is entitled to a decree of divorce.

WHEREFORE, IT IS NOW ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between the Plaintiff, Barbara Peda, and the defendant, Ralph Peda, be and the same hereby are dissolved absolutely and the parties and each of them be and they hereby are freed from the obligations thereof, and IT IS FURTHER ORDERED that the plaintiff's maiden name, Barbara Christensen, be and it hereby is restored to the plaintiff.

Done in open court in Ada County, State of Idaho, this 15th day of July, 1949.

Charles E. Winstead
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree in
Peda vs Peda

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of July, 1949.

By Marna I. Kester, Deputy.

OTTO F. PETERSON,
Clerk.

6864

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

Copy

NO. 22129
FILED
A. M. ____ P. M. ____
JUL 22 1949
OTTO F. PETERSON, Clerk
BY Marna J. Foster DEPUTY

ZADA LACEY,

Plaintiff,

VS

ART LACEY,

Defendant.

D E C R E E

This cause coming on regularly to be heard before the court without a jury on the plaintiff's complaint on file herein. The defendant appeared neither in person nor by attorney and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required by law to demur to, answer or plead to said complaint has expired, and default for so failing to plead to said complaint within the time required by law has been duly and regularly entered herein, the Court proceeded with the trial of said cause.

Witnesses were called, sworn, and testified on behalf of the plaintiff and the case was submitted to the court for final determination and decision and the court having found that the plaintiff and defendant were duly married at Eugene, Oregon, on the 23rd day of May, 1941 and the plaintiff has been, for more than six weeks preceding the commencement of this action, a bona fide resident of the State of Idaho; and that the defendant, disregarding the solemnity of his marriage vows,

has caused the plaintiff much mental and physical suffering, pain, and anguish and is such as to constitute extreme cruelty as defined by the statutes of the State of Idaho.

The court ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of the plaintiff's complaint.

WHEREFORE, it is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE that the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same are hereby dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof.

It is further ORDERED, ADJUDGED, and DECREED, the post nuptial agreement of April 21, 1949, be and it is hereby approved.

Dated this 22d day of July, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree in
Lacey vs Lacey

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22d day of July, 1949.

By Mildred J. Foster, Deputy.

OTTO F. PETERSON,
Clerk.

6865

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF ADA.

NO. 22171 Copy
FILED
A. M._____ P. M._____
JUL 22 1949
OTTO F. PETERSON, Clerk
BY Marnan I. Kester DEPUTY

Lillian M. Douglas,
Plaintiff,
VS.
Herman H. Douglas,
Defendant.

D E C R E E .

This cause came on regularly for trial by the Court without a Jury on the twenty-second day of July, 1949, S. D. Fairchild, appearing as attorney for the plaintiff; the defendant not appearing by attorney, or at all, and it appearing to the satisfaction of the court from the affidavit of the plaintiff that the defendant is not now in the military service of the United States of America, and is not a person in such service as defined in Section 101 (1) of the Act of Congress approved on the 17th day of October, 1940, and thereafter amended, commonly known as the Soldiers' and Sailors' Relief Act of 1940, the default of the defendant for failure to appear or plead in the action was duly entered, he having been served personally with summons in the action more than twenty days prior to the entering of said default; whereupon the plaintiff and her corroberating witness was duly sworn and examined by Court and counsel, and testified in behalf of the plaintiff, and the cause was finally submitted to the Courtfor consideration and decision; and the Court having considered the same, and being fully advised in the premises now hereby finds and decides that all of the allegations in plaintiff's complaint contained are true, the same having been established by sufficient competent evidence duly corroborated as required by law, and that the plaintiff is entitled to a decree as prayed for in her verified complaint.

IT IS THEREFORE ORDERED AND DECREED, THAT the bonds of matrimony hitherto existing between the plaintiff and the defendant, be, and the same are hereby dissolved, and that said parties and each of them be, and hereby are restored to the status of single persons.

Done this 22nd day of July, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree in Douglas vs. Douglas

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of July, 1949.

By Marnan I. Kester, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

Copy

NO. 22184

FILED

A. M. ..... P. M. .....

JUL 22 1949

OTTO F. PETERSON, Clerk

BY Marna J. Foster DEPUTY

MAXINE L. KEPNER,

Plaintiff,

-vs-

GEORGE MARVIN KEPNER,

Defendant.

D E C R E E.

This Cause coming on for hearing before the Court this 22d day of July, 1949, on plaintiff's complaint and it appearing to the Court that due and proper service of Summons and a copy of the Complaint was made upon the defendant, George Marvin Kepner by publication of the same as required by law and the said defendant having failed to appear or answer and the time allowed for answering having now expired and the plaintiff appearing in person and by her attorneys, Fredricks & Jeppesen and the defendant failing to appear in person or otherwise and the Court having heard the testimony of witnesses sworn and testifying on behalf of the plaintiff and the residence of the plaintiff having been corroborated by additional testimony and it appearing to the Court that the allegations of plaintiff's complaint are true and that the plaintiff is entitled to the relief therein prayed for and the Court having fully considered the matter and being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That the plaintiff, Maxine L. Kepner be and she is hereby divorced from the defendant, George Marvin Kepner and that the bonds of matrimony heretofore existing between the parties be and the same are hereby dissolved and held for naught.

2. That the custody, care and control of Marvin Eugene Kepner, the minor son of the parties, be and the same is hereby awarded

LAW OFFICES
—
FREDRICKS
&
JEPPESEN
—
201 FIDELITY BLDG.
BOISE, IDAHO

exclusively to the plaintiff, Maxine L. Kepner, subject only to the right of the defendant to visit said child at plaintiff's home at reasonable times and occasions.

Dated this 22d day of July, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO)
: ss
COUNTY OF ADA)

I, OTTO, F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original decree in the action of MAXINE L. KEPNER, plaintiff, vs., GEORGE MARVIN KEPNER, defendant, filed in the above entitled action and remaining now on file in my office at Boise, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22d day of July, 1949.

OTTO F. PETERSON, Clerk
Clerk

BY: Norma J. Foster
Deputy.

(Copy)

6867

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

BURNELL INEZ WASHINGTON,
Plaintiff,
-vs-
EDWARD JULIUS WASHINGTON,
Defendant.

JUDGMENT
AND DECREE

THE ABOVE ENTITLED CAUSE came on regularly to be heard this day, Plaintiff, Burnell Inez Washington, appearing in person and with her attorneys, O'Leary & Koelsch, and the defendant appeared not, either in person, by counsel or otherwise. It satisfactorily appearing to the Court from the records and files in this action that the defendant had been duly and regularly served with a copy of the Summons and Complaint in said cause as required by law and pursuant to the order of the Court and that the said defendant had failed to make any appearance in said action; whereupon an Affidavit showing that said defendant was not in the military service was filed herein as required by the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and on motion of Counsel the default of the said defendant was thereupon ordered entered and the same was duly entered. The Court then proceeded to the hearing of said cause and evidence, both oral and documentary was offered and introduced in support of Plaintiff's Complaint; thereupon, the Court having heard the evidence and having duly considered the same, and being fully advised in the premises, found, and does find that all of the allegations contained in Plaintiff's Complaint are true and that Plaintiff is entitled to the relief therein prayed for;

(1)

WHEREFORE, by virtue of the premises, IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between Plaintiff and Defendant be, and the same are hereby dissolved and held for naught, and that the Plaintiff, Burnell Inez Washington, is granted an absolute divorce from the Defendant, Edward Julius Washington, and is restored to her maiden name of Burnell Inez Coleman.

Done in open Court this 22nd day of July, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree, Washington vs Washington Case # 2224

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of July, 1949

By B. Lyle Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

6868

IN THE DISTRICT COURT

OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF ADA

NO. 22250

FILED

A.M. ..... P.M. .....

JUL 22 1949

OTTO F. PETERSON, CLERK

By Marna J. Kester DEPUTY

HAZEL VANN,

Plaintiff,

vs

ARVEL ELMER VANN,

Defendant.

JUDGMENT AND DECREE

This cause, coming on regularly to be heard on the 22nd day of July, 1949, before the Court without a jury, Paris Martin, Esq., counsel for the plaintiff, appearing for said plaintiff, and defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process upon said defendant had, and that time for answering, demurring or appearing has expired; that the default of Arvel Elmer Vann, the defendant, for failing to answer or demur within the time prescribed by law has heretofore been duly entered herein;

Whereupon, evidence duly corroborated as required by law, was introduced by plaintiff in which it appears to the Court that the allegations of the plaintiff's cause of action contained in plaintiff's complaint on file herein are sustained by the testimony free from all objections as to competency, admissability and sufficiency, and it further appearing that the matters so alleged and proved are sufficient to entitle the plaintiff to judgment and decree in accordance with the complaint, and the same being closed, and the law in the

premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

It is hereby ORDERED, ADJUDGED and DECREED, and this does Order, Adjudge and Decree:

1. That the bonds of matrimony heretofore existing between the plaintiff, Hazel Vann, and the defendant Arvel Elmer Vann, be and the same are hereby wholly dissolved, and the parties freed from the obligations thereof.

2. That the sole charge, control and custody of the minor children, Allen Maurice Vann, Maxine Lucille Vann, and Mariylan Zella Vann, the issue of the marriage hereby dissolved, be and is hereby awarded to the plaintiff.

3. That decision relative to child support is reserved.

Done in open Court this 22nd day of July, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Judgment & Decree

in Vann vs. Vann

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22d day of July, 1949.

By Marna I Kester, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

Copy

NO. 22033

FILED

A. M._____ P. M._____

JUL 29 1949

OTTO P. PETERSON, Clerk

BY Marian J. Foster DEPUTY

*
*
*

ELLEN LOUISE COONROD,

Plaintiff,

-vs-

KARL MARKS COONROD,

Defendant.

*
*
*

D E C R E E

The above entitled cause came on regularly to be heard and tried before the court at Boise, Ada County, Idaho, on the 29th day of July, 1949, the plaintiff appearing in person and by her attorneys, Anderson and Thomas, and the defendant not appearing either in person or by attorney;

And upon said hearing, it satisfactorily appearing to the court that the defendant herein, Karl Marks Coonrod, was personally and duly served with summons herein attached to a copy of the complaint referred to in the said summons and on file in this cause, and the defendant having failed to answer, demur or otherwise plead to said complaint and the time for answering, demurring or otherwise pleading to said complaint having expired, and no answer, demurrer, or other plea having been filed; and the default of the defendant, Karl Marks Coonrod, having been duly entered according to law, and the court having heard the testimony introduced in behalf of the said plaintiff and in support of her complaint; and upon consideration of the said

testimony the court finds upon the cause of action of the plaintiff the issues in favor of said plaintiff and against the said defendant and finds that the said defendant has been guilty of extreme cruelty of and towards the plaintiff as set forth in said complaint and that by reason thereof said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between plaintiff and defendant dissolved and to be divorced from the said defendant;

The court further finds that the said plaintiff has been a bona fide resident of, and has continuously resided in, the State of Idaho for more than six weeks immediately preceding the commencement of this action;

The court further finds that under date of the 12th day of May, 1949, the parties hereto made and entered into a Separation and Property Settlement Agreement which said Separation and Property Settlement Agreement is in words and figures as follows, to wit:

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

Between: ELLEN LOUISE COONROD, of Boise, Ada County, Idaho, as

WIFE,

and

KARL MARKS COONROD, of Boise, Ada County, Idaho, as

HUSBAND.

THIS SEPARATION AND PROPERTY SETTLEMENT AGREEMENT, Made and entered into this 12th day of May, 1949, by and between ELLEN LOUISE COONROD, of Boise, Ada County, Idaho, hereinafter designated as Wife, and KARL MARKS COONROD, of Boise, Ada County, Idaho, hereinafter designated as Husband,

W I T N E S S E T H:

WHEREAS, disputes and differences have arisen and do now exist between the said Wife and Husband as a result whereof they have separated and are now, and have been since July 13, 1948, living separate and apart and do intend to so live separate and apart from each other during the remainder of their natural lives, and it has become and is impossible for the said parties to again live together in the future as husband and wife; and,

WHEREAS, the total fair value of the community property of the Husband and Wife is approximately One Thousand Dollars ($1,000.00) consisting of the equity of said parties in one 1938 Oldsmobile automobile and payments made on the purchase price of a small home which the Husband was buying under contract when the said Husband and Wife intermarried, which payments aggregate approximately Five Hundred Dollars ($500.00) during said marriage; and,

WHEREAS, the Husband and Wife have during said coverture incurred community indebtedness which has not been paid to the parties and in the approximate sums set out below, to-wit:

C. C. Anderson Store, Cascade, Idaho -	$154.91
Dr. Neal, Eugene, Oregon	91.43
Dr. Edwin P. Peterson, Boise, Idaho	10.00
Dr. James J. Caughlin, Boise, Idaho	20.00
Dr. Harvey Smith, Boise, Idaho	40.00
St. Luke's Hospital, Boise, Idaho	115.75

WHEREAS, said Wife and Husband desire to settle and adjust certain matters amicably, arising out of their separation as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter contained the parties hereto in full and complete settlement of all their property rights have agreed and do hereby agree as follows:

That said Wife shall have as her sole and separate property, and the said Husband shall pay to the said Wife, FOUR HUNDRED DOLLARS ($400.00) in cash as follows:

One Hundred Dollars ($100.00) upon the execution of this agreement, the receipt whereof is hereby acknowledged, and the balance in the sum of Three Hundred Dollars($300.00), without interest, on or before July 1st, 1949, and the said Husband shall also pay and discharge all the indebtedness hereinabove in this agreement set forth.

That said Husband shall have as his sole and separate property all the household goods, furniture and effects now located in the home of the said Husband in Ada County, Idaho, and all any any interest which the Wife may have in and to said home, and in and to said automobile, and any and all other personal or real property not herein otherwise specifically identified, and the said Wife does hereby release and relinquish and disclaim any and all claims, pretensions and rights thereto which she may have or make as a result of said marital relationship, or otherwise.

IT IS FURTHER UNDERSTOOD AND AGREED that both of the parties hereto shall execute such quitclaim deeds, bills of sale or other instruments as may be necessary to fulfill and carry into effect the terms and conditions of this agreement, and each of the parties hereto does hereby release to the other any and all claims to the earnings and accumulations hereinafter made by either party and does release and disclaim any and all rights arising from the marital status of the parties hereto to any and all property hereafter acquired by the other, and all such property, earnings and accumulations of the parties hereto shall belong to the party so acquiring, earning or accumulating such property, earnings, or accumulations, as the sole and separate property of such party and free and clear of any right of the other.

IT IS MUTUALLY AGREED That the parties hereto shall each live separately and apart from the other and independently of the other to the same extent as if they had never been married, and each shall in the future contract and be contracted with independently of the other to the full extent as if they had never been married, and the parties hereto each release, surrender and relinquish all and every right and obligation of whatsoever nature which does now exist or which might arise as a result of the said marriage, and each party hereto is hereby released and absolved from any and all obligations and liabilities for the future acts and duties of the other, and each of the said parties hereby releases the other from any and all liabilities, debts or obligations of any kind or character incurred by the

other from and after this date, and from any and all claims and demands, including all claims of either party hereto upon the other for support and maintenance as wife or husband, or otherwise.

This agreement is a full and complete settlement of all property rights between the parties hereto as husband and wife, both now and after the death of either party to this agreement. From the date of the execution of this agreement, neither party shall have any interest of any kind or nature in or to any property, real, personal or mixed hereafter acquired by the other party to this agreement.

IT IS FURTHER UNDERSTOOD AND AGREED That there is now pending in the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, an action for a divorce filed by the wife against the husband and that in said action for divorce this agreement shall be a full settlement of all rights in such divorce action and neither party in such divorce action shall have the right to obtain from or require the other party to pay attorney fees, alimony, support money or suit money on account of such action for divorce.

IT IS FURTHER UNDERSTOOD AND AGREED That this agreement shall be incorporated in and become in its entirety a part of any decree which may be entered in any divorce action between the parties hereto subject to its approval and confirmation by the court in which such action may be instituted.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year herein first above written.

Ellen Louise Coonrod
Ellen Louise Coonrod
WIFE

Karl Max Coonrod
Karl Marks Coonrod
HUSBAND

and finds that the said separation and property settlement agreement is in all respects fair and equitable and should be approved, confirmed and made a part of this decree.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between the plaintiff Ellen Louise Coonrod and the defendant Karl Marks

Coonrod be, and the same hereby is, dissolved and set aside, and the said plaintiff be, and she hereby is, forever divorced from the defendant, and each the said plaintiff and the said defendant is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the separation and property settlement agreement hereinabove set forth, be, and the same hereby is, approved and confirmed and made a part of this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the name by which plaintiff was known prior to said marriage, that is, Ellen Louise Bass, be, and the same hereby is, restored to plaintiff.

Dated this 29th day of July, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree in Coonrod vs. Coonrod

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of July, 1949.

By Marna I. Kester, Deputy.

OTTO F. PETERSON,
Clerk.

6-fw

6870

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

Copy

NO. 22190

FILED

A.M. ..... P.M. .....

JUL 29 1949

O. F. PETERSON, Clerk

By Marna J. Kester DEPUTY

MIKE KALANGE,

Plaintiff,

vs.

MARTHA KALANGE,

Defendant.

DECREE OF DIVORCE

This case came on regularly for hearing before the Honorable Charles R. Winstead in the above-entitled court on the 15th day of July, 1949, upon the complaint filed herein and the answer thereto filed by the Prosecuting Attorney for Ada County, Idaho; Plaintiff appearing in person and by his attorney, Claude Marcus, of Boise, Idaho; and Defendant not appearing in person, but being represented throughout the hearing by the Prosecuting Attorney for Ada County, Idaho.

Whereupon, testimony was introduced in behalf of Plaintiff, and no testimony was submitted in behalf of Defendant, and the court being fully advised in the premises and having the benefit of representation of both parties, and being fully advised both as to the law and the facts, finds as follows:

I

That Plaintiff is now and has been for more than six

full weeks preceding the filing of this action, a bona fide resident of the State of Idaho.

II

That the Defendant, Martha Kalange, is an inmate of the State Hospital South of the State of Idaho, at Blackfoot, Idaho, having been committed to said institution on the 13th day of April, 1983, and the court finds that said Defendant is an insane person and that Defendant has become permanently insane and has been duly and regularly confined in such institution, which is an insane asylum of the State of Idaho, for more than three years next preceding the commencement of this action for divorce, and the court finds from the proof that the insanity of the Defendant is permanent and incurable.

III

The court further finds that the property which the parties now have is their community property acquired since their marriage and with community funds or by their personal services and labor and should be equally divided between them.

NOW THEREFORE, pursuant to the above findings of fact and conclusions of this court, the court does hereby ORDER, ADJUDGE, AND DECREE AS FOLLOWS:

(a) That Plaintifff, Mike Kalange, is entitled to and he is hereby granted a full and absolute decree of divorce from the Defendant upon the ground of permanent insanity of the Defendant, and the bonds of matrimony existing between Plaintiff and Defendant are hereby dissolved, and they are restored to the status of single persons.

(b) That Plaintiff should have, and he is hereby awarded, the custody and control of the minor children of the marriage, namely:

George Kalange, born February 18, 1929;

Tommy Kalange, born December 1, 1935; and

Johnny Kalange, born November 1, 1937.

(c) That the property owned and possessed by Plaintiff and Defendant should be, and it is hereby, equally divided between them, and one-half of such property is hereby distributed and awarded to each of said parties, the real property of said parties being more particularly described as follows:

That certain property in Ada County, Idaho, to-wit:

Beginning at the Northeast corner of Lot 35, Section 16, T. 3 N., R. 2 E., B. M., in Ada County, Idaho, as shown on that certain plat recorded in Book 1 of Plats at page 22; thence South 370.1 feet to a point on the North bank of a certain ditch being a lateral of the Ridenbaugh Canal; thence continuing South 30 feet to a point on the South bank of said ditch or lateral, the real place of beginning;

Thence South 115 feet to a point; thence West parallel with the South boundary line of Lot 35, 146.6 feet to a point; thence South parallel to the East boundary line of Lot 35, 138.05 feet to a point on the South boundary line of Lot 35. Thence South 89°47' West along the South boundary line of Lot 35 a distance of 389 feet to the intersection of the South boundary line of said ditch. Thence North 64°35' East along the South boundary line of said ditch, a distance of 593.1 feet to the real point of beginning.

And also:

An equity in and to the following described real property in Ada county, Idaho, to-wit:

West Half of the Southwest Quarter of the Southwest Quarter; West Half of the East Half of the Southwest Quarter of the Southwest Quarter, Section 26, T. 3 N., R. 2 E., B. M., containing 30 acres.

Dated and signed this 29th day of July, 1949.

CHARLES E WINSTEAD

District Judge

STATE OF IDAHO, }ss.
County of Ada

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deerce, Kalanya VS Kalanya
Case # 2210

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of July, 1949

By B. Lyle Eaglson, Deputy.

OTTO F. PETERSON,
Clerk.

6871

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

Copy

NO. 22258

FILED

JUL 29 1949

O. F. PETERSON, CLERK

By Marna I. Foster DEPUTY

LETHA F. FLETCHER,

Plaintiff,

vs.

HENRY E. FLETCHER,

Defendant.

DECREE

This cause came on regularly for hearing, this 29th day of July, 1949, upon the complaint herein, the proof and testimony in said action.

And the Court finds that the defendant, Henry E. Fletcher, was regularly served with Summons in this action, in Boise, Ada County, Idaho; and that he has failed to appear in this action, proof having been submitted that he is not now engaged in any branch of the Military Service of the United States, default has been duly entered against said defendant.

The Court further finds that all the allegations of the complaint filed herein, are true, and that the plaintiff is entitled to a Decree of Divorce upon the grounds of Extreme Cruelty, and the restoration of her former name.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, By this Court:

1. That the bonds of matrimony existing between the plaintiff and defendant are dissolved, and they are hereby absolutely divorced from each other.

2. That the plaintiff's former name be restored to her, to-wit: Letha F. German.

Dated this 29th day of July, 1949.

CHARLES E. WINSTEAD

District Judge.

STATE OF IDAHO, }ss.
County of Ada

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree in
Fletcher vs Fletcher

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of July, 1949.

OTTO F. PETERSON,
Clerk.

By Marna T. Kester, Deputy.

8872

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF ADA.

COPY
No. 22247 FILED
A. M. JUL 30 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

Raymond Robert Armstrong,
Plaintiff,

vs.

DECREE.

Edna Frances Armstrong,
Defendant.

This cause came on regularly for trial by the Court without a Jury, on the 29th day of July, 1949, S. D. Fairchild, appearing as attorney for the plaintiff; the defendant not appearing by attorney or at all, J. P. Reed, Esquire of Emmett, Idaho, theretofore appearing as attorney for the defendant in said action having withdrawn his demurrer and appearance, and declined to plead further in said action, and it appearing to the satisfaction of the Court from the affidavit of the plaintiff that the defendant is not now in the military service of the United States of America, and is not a person in such service as defined in Section 101 (1) of the Act of Congress approved on the 17th day of October, 1940, as thereafter amended, and commonly known as the Soldiers' and Sailors' Relief Act of 1940, or of any other such act duly adopted and approved, the default of the defendant for failure to appear or plead in the action was duly entered, she having been personally served with summons in the action more than twenty days prior to the time of the entering of said default; whereupon whereupon the plaintiff and his corroborating witness was duly sworn and examined by Court and counsel, and testified in behalf of the plaintiff, and documentary evidence was offered in evidence and admitted concerning the rights of the respective parties to and in the property described and mentioned in Plaintiff's amended complaint, and the cause was finally submitted to the Court for consideration and decision; and the Court having considered the same, and being fully advised in the premises, now hereby finds and decides that all of the allegations in plaintiff's complaint contained are true, the same having been established by sufficient competent evidence duly corroborated as required by law, and that the plaintiff is entitled to a decree as prayed for in his verified complaint; that the stipulation of counsel with respect to a division of the property of the parties is just and equitable as between said parties and the same should be confirmed and approved.

IT IS THEREFORE ORDERED AND DECREED, That the bonds of matrimony hitherto existing between the plaintiff and the defendant, be, and the same are hereby dissolved, and that said parties and each of them, be, and hereby are restored to the status of single persons.

IT IS FURTHER ORDERED AND DECREED, that the property of the parties mentioned and described in plaintiff's amended complaint, be , and hereby is decreed to the respective parties according to the property settlement agreement and stipulation of the parties submitted in evidence in this action, the same being hereby approved and confirmed: that is to say, the plaintiff shall pay to the defendant the sum of Eight Hundred Dollars, and that he, the said plaintiff shall take unto himself all of said property, both real and personal.

Dated this 30th day of July, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Armstrong vs Armstrong
Case # 22249

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of June, 1949.

By B Opie Anderson, Deputy.

OTTO F. PETERSON,
Clerk.

6873

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO. 20524 FILED A.M. P.M. JUN 22 1949 OTTO F. PETERSON, Clerk By B. CLYDE EAGLESON DEPUTY

JOHN R. EVERHEART,

Plaintiff,

vs.

MYRTLE EVERHEART,

Defendant.

ORDER MODIFYING DECREE

THE ABOVE ENTITLED MATTER came on regularly for hearing July 22, 1949. The defendant, Myrtle Everheart Pepper, appeared in person and with her attorney and witnesses. No person appeared for or on behalf of the plaintiff, John R. Everheart.

NOW UPON MOTION of the defendant, the court proceeds to reception of testimony on behalf of the defendant and in support of the motion to modify decree and being fully advised, the court finds that there has been a material change in the condition of the parties, requiring modification of the decree made and entered in the above entitled action, February 20, 1947, in the matter of the custody of the minor child, Norma Jean Everheart, and more express findings of fact and conclusions of law being waived,

IT IS THEREFORE ORDERED AND ADJUDGED by the court that the decree of this court rendered and entered in the above entitled action, February 20, 1947, be and the same is modified in the following particulars only:

1. The care, custody, control, and keeping of the minor child, Norma Jean Everheart is awarded to the defendant Myrtle Everheart Pepper, subject to reasonable rights of visitation by the plaintiff, John R. Everheart, until further order of this court.

DATED AND ENTERED, July 22, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Order Modifying Decree: John R. Everheart

vs. No. 20524

Myrtle Everheart

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of July, 1949.

OTTO F. PETERSON,
Clerk.

By Irma Lee, Deputy.

FILED

1949 JUL -1 AM 11:53

CLERK DISTRICT COURT & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE [illegible] JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

DELORES NADINE JONES,
Plaintiff,
vs.
MARCUS M. JONES,
Defendant.

6874

DECREE

The above entitled matter came duly on for hearing before the undersigned District Judge in his chambers in Pocatello, Idaho, on the 1st day of July, 1949.

From an examination of the files and records in this case, the court finds that a duly verified complaint and amended complaint were filed herein and that the court has jurisdiction of the said cause and parties, and that the defendant filed a demurrer to the amended complaint and that upon stipulation of the parties hereto by their respective attorneys the said demurrer was withdrawn and the defendant was allowed two days within which to answer.

It further appears that the defendant failed to answer the said amended complaint within the time required by the order of this court and is in default therefor and that the default of the defendant has been properly entered and the entry thereof is hereby approved.

And it appearing further that the plaintiff appeared herein in person and by her attorney, F. E. Tydeman, and that the defendant has failed to appear otherwise than as herein stated and that he is now in default, and because of said default to plead to the amended complaint, the court finds that the allegations of the said amended complaint are true and that it is proper to proceed with the hearing of testimony herein.

From the testimony of the plaintiff and one other witness, which testimony has been admitted and heard by the court, the court finds as follows:

That the parties hereto were married November 16, 1944, at Pocatello, Idaho, and at all of the times since said date have been and now are husband and wife: that one child, Connie Lee Jones, an infant, has been born of said marriage: that there is no community property belonging to the parties subject to distribution by the court: that during the married life of the parties the defendant has been guilty of extreme cruelty as defined by the laws of the State of Idaho as a ground for divorce: that a satisfactory agreement has been made between the parties relative to the payment of money due to the plaintiff and for her attorney's fees and costs: and that the plaintiff is entitled to payment of $30.00 per month from the defendant for the support of the said minor child and that the custody of the said minor child be decreed to the plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the parties hereto be, and the same hereby are, dissolved and the parties returned to the status of single persons.

That the custody of the child of the parties hereto, to-wit, Connie Lee Jones, is awarded to the plaintiff until further order of the court with the right awarded to the defendant to visit said child at all reasonable times; and the plaintiff has judgment against the defendant for the payment of the sum of $30.00 per month for the support of the said minor child.

Dated: ~~June~~ July 1, 1949.

ISAAC McDOUGALL
District Judge.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Delores Nadine Jones, Plaintiff -vs- Marcus M. Jones, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this First day of July, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6875

FILED
Anna Keefe

1949 JUL -1 AM 11:15

CLERK DISTRICT COURT & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

15 179

ELLA LOYD,

Plaintiff,

vs.

MARLIN LOYD,

Defendant.

* * * * * * * * * * * * * * * *

D E C R E E

The above entitled matter came duly on for hearing before the undersigned District Judge in his Chambers at Pocatello, Idaho, on the 1ST day of July, 1949.

The plaintiff appeared in person and by her attorney, F. E. Tydeman.

The defendant appeared not, either in person or by attorney.

The court having fully considered this matter finds that a duly verified complaint was filed herein and the summons duly issued and served upon the defendant and that the defendant has failed to appear and answer said summons within the time specified therein and is in default therefor and his default has been properly entered by the clerk of the above entitled court.

The court proceeding with the matter upon the evidence of the plaintiff and the defendant duly taken herein finds as follows: That the plaintiff was at the time of the filing of the complaint herein and for more than six weeks immediately prior thereto had been and now is an actual bona fide resident of the State of Idaho; that the parties were married at Twin Falls, Idaho, on the 23rd day of February, 1949, and have been husband and wife since said date; that there are no children born of said marriage; the parties own no community property; that the plaintiff is the owner of certain property which is her separate property, located in Bannock County, State of Idaho, and more particularly described as follows, to-wit:

Lots One and Two, Block Four Hundred Fifty-nine, Pocatello Townsite, Bannock County, Idaho, as the same appears on the official plat of the said premises returned to the General Land Office by the Surveyor General.

that the defendant has been guilty of extreme cruelty as defined by the laws of Idaho relative to grounds for divorce; that the plaintiff is entitled to have a judgment against the defendant for reasonable attorney's fees and court costs; that the name of the plaintiff before her marriage was Ella Fleming.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the parties hereto be and the same hereby are dissolved and set aside and the parties are returned to the status of single persons, and the name Ella Fleming is restored to the plaintiff.

That the property described herein is the sole and separate property of the plaintiff, and the defendant has no right, title or interest of any kind therein.

That the plaintiff have judgment against the defendant for the sum of $200.00 attorney's fees and her costs in the sum of $17.80.

Dated: July 1ST, 1949.

L. E. GLENNON
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

ELLA LOYD, Plaintiff -vs- MARLIN LOYD, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 6th day of July, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6876

FILED
Anna Keepe
1949 JUL -2 AM 11:42
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF BANNOCK.

15886

ELLA MARIE OLSEN,)
Plaintiff,)
vs.)
FRANCIS J. OLSEN,) **DECREE**
Defendant.)

This cause came on for trial before the Honorable Isaac McDougall, District Judge, this 2nd day of July, 1949, at 11 o'clock A .M. Plaintiff was present in person and with her Attorney, Roy L. Black; defendant was not present, either in person or by attorney. It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to answer, appear or plead thereto, and the time for defendant to appear, answer or plead has now expired and the Clerk has duly entered the default of the defendant for such failure.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the complaint and a stipulation, in writing, signed by the respective plaintiff and defendant was introduced and submitted to the Court, which agreement is a settlement between plaintiff and defendant of matters of property, custody and support of the minor children, alimony and attorney fees. After hearing the evidence and examining said stipulation the Court finds that all of the allegations of the complaint have been proven by evidence free and clear of all legal objection, that defendant is not a member of the armed services, that plaintiff is entitled to the relief prayed for and that said stipulation is fair in its terms, fairly entered into and should be approved by the Court and its provisions incorporated in the decree. The making and entering of formal findings of fact and conclusions of law have been waived by defendant's failure to appear and plead herein and the Court being fully advised in the premises,

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be and they are dissolved and plaintiff is

awarded an absolute divorce from the defendant.

2. That the care, custody and control of the minor children, namely, Roxann Olsen now aged 2½ years and Ronald Francis Olsen now aged 13 months, is hereby awarded to plaintiff, with the right on the part of defendant to visit said children at all reasonable times and places.

That defendant shall pay to plaintiff for the support and maintenance and education of said minor children the sum of $85.00 per month commencing August 1, 1949, payable on the first to the fifth of each month beginning on said August 1, 1949, and continuing until said children arrive at the age of 18 years or until they marry if before that time or become self supporting before that time or until further order of the court.

3. It is further ordered that defendant will pay to plaintiff for her use in paying her attorneys, BLACK & BLACK, the sum of $100.00 payable on or before July 5, 1949.

4. There is hereby awarded to plaintiff as her sole and seperate property the household goods and furniture consisting of the following:

Dishes, silverware, cooking utensils, waffle iron, electric iron, washing machine, bedding, baby crib, chest of drawers, and other miscellaneous household goods and furniture.

Dates this 2nd day of July, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

ELLA MARIE OLSEN, PLAINTIFF -vs- FRANCIS J. OLSEN, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 6th day of July, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6877

FILED

anna Keefe

1949 JUL -5 PM 3:13

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

15646

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

KEITH HEDGECOCK,	:	
Plaintiff,	:	
-vs-	:	DECREE
HENRIETTA PRUETT HEDGECOCK,	:	
Defendant.	:	

This cause came on regularly for hearing before the Honorable Isaac Mc Dougall, Judge of the above entitled court sitting at chambers at Pocatello, Bannock County, Idaho, this 5th day of July, 1949, the plaintiff appearing in person and by counsel, P. A. Mc Dermott, of Pocatello, Idaho, the defendant not appearing either in person or by counsel;

And it appearing to the court that the defendant was duly served by publication of summons in the Pocatello Tribune, a daily newspaper published in Pocatello, Idaho, commencing January 7, 1949, and concluding February 4, 1949; that a copy of complaint and summons were mailed to the last known address of said defendant and thatshe failed to appear and plead to the complaint within twenty days from the date of last publication of summons, and that her default has been duly entered by the court according to law;

Whereupon, said plaintiff and witness were duly sworn and examined and evidence introduced from which it appears that all the material allegations of the complaint are sustained by competent evidence, and said matters so alleged and proved on behalf of plaintiff are sufficient to entitle him to the relief prayed for in his complaint;

Now, on the motion of P. A. Mc Dermott, Attorney for plaintiff, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds

of matrimony heretofore existing between plaintiff and defendant be and the same are hereby dissolved, and the parties freed from all obligations thereof;

It is further ORDERED, ADJUDGED AND DECREED, that the custody and control of the minor children, Kay, age six years and Max, age four years, is hereby awarded to the plaintiff, with the right of defendant to visit said minors at all reasonable times.

Dated this 5th day of July, 1949.

Isaac Mc Dougall
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

KEITH HEDGECOCK Plaintiff -vs- HENRIETTA PRUETT HEDGECOCK, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 6th day of July, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6878

FILED
anna keepe
1949 JUL -5 AM 10 54 47
CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

15765

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHARLOTTE STRADLEY SMITH,
Plaintiff,
vs.
RICHARD PAUL SMITH,
Defendant

DECREE OF DIVORCE

THIS CAUSE came regularly on for trial on the 5th day of July, 1949, before the Honorable L. E. Glennon, District Judge. Phillips & Haight, Attorneys at Law, appeared for and on behalf of the plaintiff. Clarence M. Jeffery, Attorney at Law, appeared for and on behalf of the defendant. Evidence was introduced on the Issue by the amended complaint of the plaintiff and the answer of the defendant on file herein. Findings of Fact and Conclusions of Law were expressly waived by the parties, and said cause was submitted to the Court for decision.

The Court now being fully advised in the Law and the premises, it is hereby ORDERED, ADJUDGED, AND DECREED that a Divorce be and is hereby granted the plaintiff against the defendant upon her amended complaint, and that the Marriage existing between the said parties be and the same is hereby dissolved, and the said Charlotte Stradley Smith and Richard Paul Smith and each of them be and they are hereby restored to the status of a single person.

THAT the care, custody, and control of Richard Charles Smith, the minor child of the parties is hereby awarded to Charlotte Stradley Smith, plaintiff herein, with the right of reasonable visitation of said minor child, to the defendant

THAT the defendant, Richard Paul Smith, shall pay to Charlotte Stradley Smith for her support and the support of said minor child the sum of $25.00 per month, beginning July 1, 1949, and on the first day of each succeeding month hereafter until further order of this Court.

THAT of the property listed in paragraph II of defendant's Answer to the amended complaint, as community property, the electric stove only, is awarded to the plaintiff, Charlotte Stradley Smith.

DATED this 5th day of July, 1949.

L E Glenn
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Charlotte Stradley Smith, Plaintiff -vs- Richard Paul Smith, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 6th day of July, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

Anna Keefe

1949 JUL -5 PM 3:26
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

MARVIN J. CHRISTENSEN, JR.,
Plaintiff,
-vs-
JARETHA CHRISTENSEN,
Defendant.

6879

15893

DECREE

Case No. 15893

- - -

This cause came on regularly to be heard and tried before the undersigned, one of the Judges of the above entitled Court, at Pocatello, on the 5th day of July, 1949, the plaintiff appearing in person and by his attorney, Henry McQuade and the defendant appearing neither in person nor by counsel,

It appearing to the Court that the defendant has been served with Summons and Complaint and failed to appear or plead in said action within the time allowed by law or at all, and default judgment has been duly entered against him,

Evidence was offered and received for and on behalf of the plaintiff in support of the allegations of his Complaint from which it appears that each and every one of the allegations of the Complaint are true and such are found to be facts;

NOW, THEREFORE, The law and the evidence being by the Court understood and considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Marvin J. Christensen, Jr. and Jaretha Christensen, defendant, be, and the same are hereby dissolved and each of the parties hereby is restored to the status of a single person.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the defendant be granted the care, control and custody of the minor children, to-wit: Marva J. Christensen and Richard R. Christensen.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff pay to the defendant the sum of Thirty Dollars ($30.00) per month for the support, care and maintenance of the two minor children; and that the plaintiff pay to the defendant

the sum of Twenty Dollars ($20.00) per month as alimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be required to pay attorney fees in the sum of One Hundred Dollars ($100.00) plus costs, for the prosecution of this action.

JUDGMENT RENDERED And entered at Pocatello, County of Bannock, State of Idaho, this 5th day of July, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Marvin J. Christensen, Jr., Plaintiff -vs- Jaretha Christensen, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 6th day of July, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED
Anna Keefe

1943 JUL -6 PM 2:43
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

15076

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

FRED A. SELLE,
PLAINTIFF
VS
DAWN BEDDES SELLE,
DEFENDANT.

6880

DECREE

This cause having come on regularly this 6th day of July, 1949, before the above named Court; and it appearing that the above named plaintiff has heretofore withdrawn his complaint on file herein, and refuses to plead further in the action; and it appearing that due and regular service of the cross-complaint in the said action had been served upon the above named plaintiff and that the said plaintiff had failed and refused to file an answer or any other appearance in relation to said cross-complaint; and it further appearing that the defendant had withdrawn her demurrer of plaintiff's complaint, on file herein, and her motion for a change of venue; and it further appearing that the parties hereto have entered into a stipulation providing for the settlement of their property right, support money, and child support, which stipulation is hereby approved by the Court. And the defendant having appeared in person and by her attorney, and the plaintiff having appeared by and through his attorney, E. A. McDevitt, the Court proceeded to hear the testimony submitted in behalf of the defendant, which was all the testimony presented, and the Court having been fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED,

I.

That the bonds of matrimony existing between the plaintiff and the defendant be, and they are hereby dissolved, divorced and set aside, and both the parties to this marriage restored to the status of single persons.

II.

That the plaintiff herein, Fred A. Selle, shall pay to the defendant, Dawn Beddes Selle, who is also cross-complainant, the sum of Forty Two Dollars ($42.00) per month, as support money for the said cross-complainant, and the sum of Twenty Three Dollars and Thirty-three cents ($23.33) each, for each of the three minor children of the parties, as long as said sums are available as allowances for dependants because of plaintiff's military service. That if such allowances are changed because of the acts of Congress or because of a change in rank of the plaintiff or otherwise, the alimony and support money be or on behalf of the plaintiff shall be changed accordingly. That in any event the total amount payable shall not be less than Ninety Dollars ($90.00) per month, allocated as alimony and support money in the same proportion as above specified; and that the plaintiff shall from time to time as may be necessary, sign such applications or other papers necessary to the obtaining and continuance of the above allowances.

III.

In the event that the plaintiff shall leave the military service, then the amount of support money payable for each of the said minor children, namely, Fred A. Selle III, Brad B. Selle, and Joslyn Selle, shall be the sum of Twenty Five Dollars ($25.00) per month and the amount of support money payable for the cross-complainant shall be the sum of Twenty Five Dollars($25.00) per month, or until further ordered by the Court.

IV.

That the care, custody, and control of the said minor children, of the said marriage, is hereby awarded to the defendant and cross-complainant.

V.

That the plaintiff is hereby restrained in any manner from molesting or interferring with the defendant and cross-complainant.

Done in open court the day and date first above written.

Isaac McDougall
ISAAC MCDOUGALL
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Fred A. Selle, Plaintiff -vs- Dawn Beddes Selle, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 6th day of July, 19 49

By..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED
Ann Kelly 15889

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BANNOCK

1949 JUL 6 AM 9:33
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

15889

EARL L. NIXON,
Plaintiff,
- vs -
ALTA L. NIXON,
Defendant.

DECREE

6881

This cause came on regularly to be heard before the undersigned District Judge in his Chambers at Pocatello, Idaho, on the 6th day of July, 1949.

The plaintiff appearing in person and by his attorneys, Jones, Pomeroy & Jones, and no one appearing for or in behalf of the above named defendant, and it appearing to the Court that the defendant was duly served with a summons and complaint in said action and failed to appear, plead or answer to the complaint within the time provided by law or at all.

UPON MOTION of the attorneys for the plaintiff, default was entered against the defendant.

It appearing to the court that plaintiff and defendant have entered into a written agreement settling all their property rights, an executed copy of said agreement being attached to the plaintiff's complaint in said action. The court after carefully examining said agreement and interrogating the plaintiff in respect thereto finds that the said agreement is fair, just and equitable and that the same should be approved. The court further finds that since the said agreement was entered into that Lots 4, 5 and 6 in Block 530 in the City of Pocatello, Idaho, according to the official plat of the survey of the said lands returned to the General Land Office by the Surveyor General, together with the t enements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, were sold by the plaintiff and defendant for the sum of $25,000 and a warranty deed was executed by plaintiff and defendant to the purchaser and that the defendant was paid the sum of $8,000 cash out of said sale in accordance with said agreement. It further appearing to the court from the evidence adduced at said hearing, that since said agreement was entered into, plaintiff delivered to defendant the following described property, to wit:

1 Westinghouse Electric Stove
1 Frigidaire
1 Dining room set, consisting of table, 6 chairs and buffet
1 9ft.x12ft. Axminster Rug

1 Bedroom set, consisting of bed, springs and mattress
1 Chest and vanity dressing table, together with bench
Twin beds with mattresses and springs
1 Chest of drawers
1 Electrolux vacuum
2 Floor lamps
1 Table lamp
2 End tables
1 Coffee table
1 G.E. Combination radio and phonograph
1 Singer sewing machine, cabinet and bench
Dishes, cooking utensils, silverware, and all bedding and linens.

Evidence was offered and received for and in support of the complaint of the plaintiff and no evidence was offered for and on behalf of the defendant. Evidence being closed, the case was submitted to the Court for consideration and decision and after due deliberation thereon the Court ordered that judgment be entered in favor of the plaintiff and against the defendant in accordance with the prayer of the said complaint, and that all the allegations in said complaint of the plaintiff are true and such are found to be the fact.

WHEREFORE, by reason of the law and the premises

IT IS ORDERED, ADJUDGED AND DECREED (1) that the bonds of matrimony now existing between the plaintiff and the defendant be and they hereby are absolutely dissolved and each of the parties restored to the status of a single person; (2) that the agreement between plaintiff and defendant, dated May 19, 1949, settling all of their property rights is approved and confirmed; (3) that the following property is awarded to the defendant as her sole and separate property:

1 Westinghouse Electric Stove
1 Frigidaire
1 Dining room set, consisting of table, 6 chairs and buffet
1 9ft.x12ft. Axminster Rug
1 Bedroom set, consisting of bed, springs and mattress
1 Chest and vanity dressing table, together with bench
Twin beds with mattresses and springs
1 Chest of drawers
1 Electrolux vacuum
2 Floor lamps
1 Table lamp
2 End tables
1 Coffee table
1 G.E. Combination radio and phonograph
1 Singer sewing machine, cabinet and bench
Dishes, cooking utensils, silverware, and all bedding and linens;

(4) that the Pontiac Town Coupe automobile is awarded to the plaintiff and any and all furniture and household equipment not specifically awarded to the plaintiff herein, as his sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that by reason of the property settlement between plaintiff and defendant, herein mentioned, the defendant has no interest in the life insurance policy issued by the Mutual Life

Insurance Company of New York, in the sum of $1,000 insuring the life of the plaintiff, is awarded to the plaintiff as his sole and separate property.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the $8,000.00 purchase price heretofore paid to the defendant is awarded to her as her sole and separate property, that the balance of the purchase price is awarded to the plaintiff as his sole and separate property pursuant to the terms and provisions of the property agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff is the legal owner of Lot 12, Block 3, West Pocatello Townsite, Bannock County, Idaho, and that the beneficial ownership of said property vests in the children of the plaintiff and defendant.

Dated, this 6th day of July, 1949.

WILLARD LOND L. E. Glennon
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Earl L. Nixon, Plaintiff -vs- Alta L. Nixon, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 6th day of July, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

ANNA KEEFE

1949 JUL -7 PM 2:41

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

6882

GLORA G. FREDRICKSON,
Plaintiff,
-vs-
FRANK E. FREDRICKSON,
Defendant.

DECREE

Case No. 15675 15875

- - -

This cause came on regularly to be heard and tried before the undersigned, one of the Judges of the above entitled Court, at Pocatello, on the 7th day of July, 1949, the plaintiff appearing in person and by her attorney, Henry McQuade and the defendant appearing neither in person nor by counsel,

It appearing to the Court that the defendant has been duly served with Summons and Complaint and failed to appear or plead in said action within the time allowed by law or at all, and default judgment has been duly entered against him,

Evidence was offered and received for and on behalf of the plaintiff in support of the allegations of her Complaint from which it appears that each and every one of the allegations of the Complaint are true and such are found to be facts;

NOW, THEREFORE, The law and the evidence being by the Court understood and considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Glora G. Fredrickson and Frank E. Fredrickson, defendant, be, and the same are hereby dissolved and each of the parties hereby is restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the maiden name of Glora G. Leavitt, be restored to the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the community property be awarded to the plaintiff, to-wit: 1937 Chevrolet Sedan; her own sole and separate miscellaneous household

furniture and the sofa set, consisting of a sofa and matching chair.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant be awarded the miscellaneous household furniture as belonging to the defendant as his sole and separate property, to-wit: Chest of drawers; leather chair; table radio; end table and floor lamp.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant be required to pay miscellaneous bills which were incurred during the said marriage, as follows:

Dr. Sutton	$ 40.00	
Dr. Don Bale	$ ~~95.00~~	$72.60
5th Avenue Grocery	$ 42.00	
Idaho Power Company (about)	$ 3.50	
Mountain States Tel. & Teleg.	$ 23.00	

JUDGMENT RENDERED And entered at Pocatello, County of Bannock, State of Idaho, this 7th day of July, 1949.

Isaac McDougell
~~L. B. GLENNON~~
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Glora G. Fredrickson, Plaintiff -vs- Frank E. Fredrickson, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of July, 1949

By Sarah Devaney
Deputy

ANNA KEEFE
Clerk, District Court, Ex-Officio Auditor and Recorder

15982

6883

FILED
Anna Keefe
1949 JUL -8 PM 4:11
CLERK AUDITOR & RECORDER
BANNOCK COUNTY

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

- - - -

ZOLA EDSALL,
Plaintiff,
vs.
FRED EDSALL,
Defendant.

D E C R E E.

This cause came on regularly to be heard before the Honorable Isaac McDougall, Judge of the above entitled court, sitting at chambers at Pocatello, Bannock County, Idaho, this 8th day of July, 1949, the plaintiff appearing in person and by and through her attorney, R. Don Bistline, and the defendant not appearing either in person or by counsel; and it further appearing that the defendant has been duly and regularly served with Summons, and the defendant having failed to appear and answer said Complaint within the time allowed by law, or at all, and his default in the premises having been duly entered; and it further appearing to the court that thedefendant is not in any of the military services of the United States of America;

WHEREUPON, said plaintiff and her witness were duly sworn and examined and evidence introduced from which it appears that all of the material allegations of the complaint are sustained by testimony free from all legal objections to its competency, admissibility or sufficiency; that said matters so alleged and proven in behalf of plaintiff by the evidence so adduced are sufficient to entitled plaintiff to the relief prayed for in said complaint;

And it further appearing to the court that the parties hereto have no children or community property as a result of said marriage;

Now, On Motion of R. Don Bistline, attorney for the plaintiff:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff Zola Edsall and the defendant Fred Edsall be and the same are hereby absolutely

dissolved and the parties freed from the obligations thereof, and the said parties and each of them hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the maiden name of plaintiff, to-wit, Zola Benda, be and the same is hereby restored, to-wit: Zola Benda.

DATED and done at chambers at Pocatello, Bannock County, Idaho, this 8th day of July, 1949.

ISAAC McDOUGALL
District Judge.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Zola Edsall, Plaintiff -vs- Fred Edsall, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of July, 19 49

By Sarah Devaney
Deputy

ANNA KEEFE
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED
ANNE KEEFE

6884

1949 JUL -9 PM 12:06
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

LELA HAYBALL)
Plaintiff,)
vs.) DECREE
EDMUND J. HAYBALL)
Defendant,)

This cause came on for trial before the Honorable Isaac McDougall, District Judge, this 9th day of July, 1949, at 11 o'clock a.m. Plaintiff was present in person and with her Attorney, Roy L. Black; defendant was not present, either in person or by attorney. It appearing from the records and files that defendant has been duly and regularly served with Summons and Complaint, and has failed to appear or plead thereto, and the time for such appearance has now expired and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the complaint and agreement, in writing, signed by the respective parties was submitted to the Court and offerred in evidence making settlement between the parties as to property, suit money, alimony, attorney fees, and costs which agreement was offered and admitted in evidence. After hearing the evidence and examining the said agreement the Court finds all allegations of the complaint have been proved by evidence free and clear of all legal objection, that defendant is not a member of the armed forces or of any military branch of the government, and that plaintiff is entitled to the relief prayed for in the complaint and in accordance with said agreement and that said agreement is fair in its terms and was approved by the Court and its provisions ordered and entered in the Decree. The making and entering of formal findings of fact and conclusions of law have been waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises,

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be and they are dissolved and plaintiff is

awarded an absolute divorce from the defendant.

2. That in accordance with said agreement there is hereby awarded to plaintiff as her sole and seperate property the following described property to-wit:

One radio, two end tables, record cabinet, three lamps, linens, bedding, cooking utensils, and other small articles.

all located in the home of the plaintiff at 945 East Lander Street, Pocatello, Idaho.

There is further awarded to plaintiff as her sole and seperate property all of the right, title, and interest of the parties hereto in and to the 1947 Studebaker, 4 door Sedan automobile and it is adjudged and decreed plaintiff shall assume and pay all of the remaining unpaid balance now owing on the purchase price of said automobile and that defendant shall be by plaintiff wholly released from any part or portion of any balance owing on said automobile and this provision of the Decree hereby authorizes the seller to give to plaintiff and the plaintiff to receive the title to said automobile upon her completing the contract of purchase therefore and if necessary defendant is hereby required to sign any paper or instrument necessary to assign all of the right, title, and interest on said automobile to plaintiff which signature shall be made immediately by defendant upon request therefore.

3. That defendant shall pay to plaintiff for her use in paying Black and Black, attorneys, or pay to Black and Black direct the sum of $100.00 attorney fees for their representation of plaintiff in this action and defendant shall pay to plaintiff or to said attorneys the sum of $17.00 cost advanced in this action and said payment shall be made immediately.

4. That defendant shall pay all bills owing or contracted by himself.

5. It is ordered adjudged and decreed that the property herein awarded to plaintiff shall be in lieu of all rights and claims she might have against defendant for property rights or alimony or support and maintenance.

Dated this 9th day of July, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Lela Hayball, Plaintiff -vs- Edmund J. Hayball, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 11th day of July, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6885

15508

FILED
ANNA KEEFE
1949 JUL -9 PM 12:27
CLERK DISTRICT & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR BANNOCK COUNTY.

MELVA EDITH ELLSWORTH,
Plaintiff,

-Vs-

CURTIS M. ELLSWORTH,
Defendant.

DECREE OF DIVORCE

This matter came regularly on to be heard before the Hon. L. E. Glennon, District Judge, on the July 9th, 1949. Alfred C. Cordon appeared for on behalf od the plaintiff, and no one appreared for or on behalf of the defendant. It appeared to the Court that the defendant had been duly and regularly served with summons and failed within the time allowed by law or at all to appear and plead to the complaint of the plaintiff and defendant's default for thus failing to appear has been duly and regularly entered. Evidence was introduced for and on behalf of the plaintiff, from which evidence it appears that the plaintiff is entitled to the relief demanded by her complaint;

Now, therfore, the Court being fully advised in the law and the premises:

It is hereby ordered, adjudged and decreed that a decree of divorce be and the same is hereby granted the plaintiff, Melva Edith Ellsworth, of and from the defendant, Curtis M. Ellsworth, upon the grounds of extreme cruelty and for fault of the defendant, and that certain marriage contract between said parties at Pocatello, Idaho, on or about the 1st day of September, 1944, be and same is hereby dissolved and said parties are and each of them is restored to the status of single persons.

It is further ordered, adjudged and decreed that the following described real and personal property be and the same is hereby decreed to the plaintiff, Melva Edith Ellsworth, as her soul and separate property situated in Bannock County, State of Idaho, to wit:

Commencing fifty rods North of the Southeast corner of the Southeast quarter of the Northwest quarter of Section twenty-seven of Township Five South of Range Thirty-four East of the Boise Meridian and running thence North ten rods thence West two hundred sixty-six feet, more or less, to the east bank of drain ditch, thence Southwesterly along said East bank of drain ditch, to a point due west of the place of beginning, thence East three hundred sixteen feet, more or less to the place beginning.

A two tenths interest in that certain promissory note, in the sum of $1,000 dated June 7th, 1947, payable to the order of plaintiff and defendant and made by Glen E. Davis and LaRue Davis and secured by a Chattel Mortgage on "One Guernsey cow".

It is further ordered, adjudged and decreed that the following described read and personal property be and the same is hereby decreed to the defendant, Curtis M. Ellsworth, as his soul and separate property situated in Bannock County, State of Idaho, to wit:

Lot numbered Twenty-seven in block six (6) Fairview Townsite, Bannock County, State of Idaho, as the same appears on the official plat thereof, filed in the office of the County Recorder of Bannock County, State of Idaho.

An eight tenths interest in that certain promissory note, in the sum of $1,000 dated June 7th, 1947, payable to the order of plaintiff and defendant and made by Glen E. Davis and LaRue Davis and secured by a Chattel Mortgage on "One Guernsey cow".

It is further ordered, adjudged and decreed that the plaintiff's former name of Melva Fullmer be and is restored to her.

Done and dated this 9 day of July, 1949 in open Court.

ISAAC MCDOUGALL
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Melva Edith Ellsworth, Plaintiff -vs- Curtis M. Ellsworth, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 11th day of July, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6886

FILED
Keefe
1949 JUL 12 PM 12:03
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

15932

ODESSA M. STUART,)
Plaintiff,)
-vs.-) DECREE OF DIVORCE
JOHN E. STUART,)
Defendant.)

The above entitled matter came duly and regularly on for hearing before the undersigned, one of the Judges of the above court, on the 12TH day of July, 1949, in the Bannock County Court House in Pocatello, Idaho. The plaintiff appearing in person, and also appearing by her attorney, H. J. Swanson, lawyer, of Pocatello, Idaho, and the defendant appearing for himself, but without any attorney, the defendant advising the Court that he did not desire to be represented by any attorney. And thereupon both parties announced themselves ready for trial. Thereupon the plaintiff and one witness were regularly sworn and testified in support of all of the allegations of plaintiff's complaint, and rested. And the defendant declined to put on any proof of any kind. And the Court having heard the evidence and having examined all of the files and the records and proceedings had herein, and having examined the agreement relating to the property settlement produced in open Court, and the same being considered, the Court finds that all of the allegations of the plaintiff's complaint are true, and that the property settlement, having been examined by the Court, be, and the same hereby is in all respects approved.

Findings of Fact having been waived by a written waiver filed by the Court, and all being by the Court understood, the Court finds that the plaintiff is entitled to a decree of divorce, as prayed for in the complaint, and that the property referred to

in the complaint, and in the property settlement, be decreed as hereinafter set forth.

WHEREFORE, IT IS ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Odessa M. Stuart, and the defendant, John E. Stuart, be, and the same hereby are dissolved, cancelled and set aside, and that each of the parties to this action be, and each hereby is, restored to the status of a single person.

IT IS FURTHER ADJUDGED AND DECREED That the following described real property, consisting of between 34 and 35 acres of land located in Bannock County, Idaho, and which is described as follows:

> The West Half of the South West Quarter of the North West Quarter, containing 20 acres, more or less.
>
> Also Tax Tract No. 37 containing approximately 14.52 acres, more or less, all in Section 3, Township 6 South, Range 34, East of the Boise Meridian,
>
> Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, and the rents, issues and profits thereof,
>
> Together with a water right used with said land from the Fort Hall Irrigation District, and said water right at said time was an appurtenance thereto.

That a more complete description of said Tax Tract No. 37 is as follows:

> The South three-fourths of the South Half of the Southeast Quarter of the Northwest Quarter of Section 3, Township 6, South of Range 34, East of the Boise Meridian in Idaho, less the following portion containing 0.48 of an acre;
>
> Beginning at the Northeast corner of the South three-fourths of the South half of the Southeast quarter of the Northwest Quarter of Section 3, Township 6, South Range 34, E. B. M. in Idaho, running thence South along center line of said Section 97 feet; running thence West at right angles to last course 225 feet; running thence North at right angles to last course and parallel to said North and South center Section line, 97 feet; running thence East at right angles to last course 225 feet to point of beginning, same being a tract of land 97 feet wide (North and South) and 225 feet long (East and West) in

Northeast corner of South three-fourths of South half of Southeast quarter of Northwest quarter of said Section 3, Township 6 South, Range 34, East of Boise Meridian, the last tract hereby described containing 14.52 acres, together with all water rights, and appurtenances,

be, and the same hereby is decreed to, and set aside to the defendant, as his sole and separate property, free and clear from any right, title, or interest therein on the part of the plaintiff, Odessa M. Stuart, together with the 1949 crop now growing on said property; and there is also set aside to and decreed to the defendant, John E. Stuart, as his sole and separate property, free from any claim, right, title, or interest therein on the part of the plaintiff, two (2) head of horses, fourteen (14) head of cattle, including the calves, ten (10) hogs, and chickens, excepting twenty (20) which are set aside to the plaintiff; and also there is decreed to the said defendant, John E. Stuart, the farm machinery now on the land above described, consisting of tractor, a beet cultivator, hay racks, and all other farm machinery now on the above described land, and also one 1947 Plymouth automobile, together with household furniture in the residence owned by the defendant and located on the property above described, the same being hereby decreed to and awarded to the said defendant, all as his separate property, free from any right, title, or interest therein, on the part of the plaintiff.

THAT THERE IS HEREBY AWARDED TO AND DECREED To the plaintiff, Odessa M. Stuart, as her sole and separate property, free from any claim, or any right, title or interest therein on the part of the defendant, John E. Stuart, the following described land in the City of Alameda, Bannock County, Idaho, commonly described as 150 Wayne Avenue, and consisting of:

Lots 36, 37, and 38, in Block 12, in the Townsite of Fairview, according to the official plat thereof on file and of record in the County Recorder's Office for Bannock County, Idaho,

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining.

And there is also hereby decreed to the plaintiff, and set aside to her as her sole and separate property a small amount of house hold furniture located in the dwelling house situated on the property last above described, the same being her sole and separate property, and owned by her prior to her marriage to the defendant, and likewise, there is also set aside to the plaintiff as her sole and separate property, twenty (20) chickens, one (1) veal calf, one (1) Maytag washer, together with the household furniture which the plaintiff owned at the time she married the defendant, and which articles of household furniture were at the time of the commencement of this action located in the residence on the farm land hereinabove described, and which is set aside to the defendant.

AND THERE IS ALSO AWARDED TO AND DECREED To the plaintiff the sum of $3,500.00, in cash, lawful money of the United States, all of which cash and property above described is awarded to the plaintiff in full settlement of all of the claims of the plaintiff against the defendant, or against the property hereinabove set aside to the defendant, receipt of which is all acknowledged by the plaintiff in the presence of the Court.

IT IS FURTHER DECREED That there is hereby restored to the plaintiff the name by which she was known at the time of her marriage to the defendant, namely: ODESSA M. HANES.

DECREE RENDERED AND ENTERED This 12th day of July, 1949.

ISAAC McDOUGALL
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Odessa M. Stuart, Plaintiff -vs- John E. Stuart, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 14th day of July, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

#15633

FILED
Anna Keefe
6887
1949 JUL 14 PM 2:38
CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN TH E DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

- - - - -

PRENTICE FRANK ROMAINE,

Plaintiff and
Cross-Defendant

vs.

PEARL NORREEN ROMAINE,

Defendant and
Cross-Complainant

D E C R E E.

This cause came regularly on to be heard before the Honorable Isaac McDougall, Judge of the above entitled court, sitting at chambers at Pocatello, Bannock County, Idaho, this 12th day of July, 1949, the plaintiff and cross-defendant appearing by and through his attorney of record, George Hargraves, and the defendant and cross-complainant appearing by and through her attorneys, Bistline & Bistline;

And it appearing that said cause is at issue and ready for trial upon the issues framed by plaintiff's complaint and defendant's answer thereto, and cross-complainant's Cross-Complaint; and the plaintiff offering no evidence in support of said Complaint, whereupon the deposition of the defendant and cross-complainant upon Motion of Bistline and Bistline, her attorneys, was duly published; and the cross-defendant offered no evidence;

And it appearing to the court from the evidence adduced in said matter that all of the material allegations of the cross-complaint are true and are sustained by evidence free from all legal objections to its competency, admissibility and sufficiency; and it further appearing that said matters so alleged and proven in behalf of cross-complainant by evidence so adduced on her behalf are sufficient to entitle her to the relief prayed for in said cross-complaint;

And the parties, by and through their respective attorneys, having in writing waived findings of fact and conclusions of law, and the court being fully advised in the premises;

Now, on Motion of R. Don Bistline, one of the attorneys for defendant and cross-complainant:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the cross-complainant Pearl Norreen Romaine and cross-defendant Prentice Frank Romaine be and the same are hereby dissolved absolutely and completely and the said parties and each of them are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That Cross-Complainant Pearl Norreen Romaine be and she is hereby awarded the custody, care and control of the minor child of the parties, to-wit, Brian Patrick Romaine, subject to the right of the cross-defendant to visit said child at all reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That cross-defendant pay to the Cross-Complainant the sum of Twenty-Five ($25.00) Dollars per month, commencing from the date of this decree and each and every month thereafter until further order of this court, for the support, care and maintainence of the minor child of the parties, to-wit, Brian Patrick Romaine.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That cross-defendant pay to Cross-Complainant the sum of 80¢, said sum to bear interest at the legal rate of 6% per annum from date until paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That cross-defendant pay to Cross-Complainant her attorney's fees in this action incurred in the sum of $125.00, together with the further sum of $14.00 court costs, and the further sum of $25.00 for court costs with respect to the taking of said deposition.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That Cross-Complainant be and she is hereby awarded the sum of $25.00 per month alimony from Cross-Defendant until further order of this court.

Made and entered at chambers in Pocatello Idaho this 12th day of July, 1949.

Isaac McDougall
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Prentice Frank Romaine, Plaintiff -vs- Pearl Norreen Romaine, Defendant as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 14th day of July, 19 49.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

15156

6888

FILED
ANNA KEEFE

1949 JUL 15 PM 4:14
CLERK, AUDITOR & RECORDER
BANNOCK IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

VIOLA GERTRUDE WHITTAKER,
Plaintiff,
-vs-
HAROLD EUGENE WHITTAKER,
Defendant.

DECREE

Case No. 15856

This cause came on regularly to be heard and tried before the undersigned, one of the Judges of the above entitled Court, at Pocatello, on the 15th day of ~~June~~ July 1949, the plaintiff appearing in person and by her attorney, Henry McQuade and the defendant appearing neither in person nor by counsel,

It appearing to the Court that the defendant has been duly served with Summons and Complaint and failed to appear or plead in said action within the time allowed by law or at all, and default judgment has been duly entered against him,

Evidence was offered and received for and on behalf of the plaintiff in support of the allegations of her Complaint from which it appears that each and every one of the allegations of the Complaint are true and such are found to be facts;

NOW, THEREFORE, The law and the evidence being by the Court understood and considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Viola Gertrude Whittaker and Harold Eugene Whittaker, defendant, be, and the same are hereby dissolved and each of the parties hereby is restored to the status of a single person.

IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED, That the maiden name of Viola Gertrude Watson, be restored to the plaintiff.

IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED, That the said personal community property be awarded to the plaintiff.

JUDGMENT RENDERED And entered at Pocatello, County of Bannock, State of Idaho, this 15th day of ~~June~~ July 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Viola Gertrude Whittaker, Plaintiff -vs- Harold Eugene Whittaker, Defendant as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st day of August, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

1852

~~6889~~

FILED

1949 JUL 16 PM 12:10

CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR
THE COUNTY OF BANNOCK

MADGE WILLIAMS,	)	
Plaintiff,	)	
vs.	)	D E C R E E
WOODROW W. WILLIAMS,	)	
Defendant.	)	

This matter having come on to be heard in Chambers in Pocatello, Idaho, this 16th day of July, 1949, and the plaintiff appearing in person and by Louis F. Racine, Jr., her attorney, and the defendant appearing not, but making default, the Court has proceeded to hear the evidence from which it appears and the Court finds:

That all of the material allegations of the Complaint of Plaintiff are true and sustained by testimony free from all legal exceptions as to its competence, admissibility and sufficiency; that said defendant was regularly served with Summons issued in this action and with a copy of the Complaint; that defendant made no answer or appearance within the time prescribed by law; that the defendant's default has been duly entered herein;

That as a conclusion of law from the foregoing facts, the Court determines that the plaintiff is entitled to a divorce from the defendant on the ground of mental cruelty; that there is no community property belonging to the parties hereto; that ALL AND SINGULAR The law and the facts are by this Court understood and fully considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage between the plaintiff, Madge Williams, and the defendant, Woodrow W. Williams, be and is hereby dissolved on the ground of mental cruelty; that the said parties are, and each of them is, free and absolutely released from the bonds of matrimony, and all of the obligations thereof; that the Plaintiff and the Defendant, and each of them, be and are immediately restored to the status of single persons; that the parties hereto have no community property; that the parties hereto have had no children as result of said marriage; that the Plaintiff herein be restored to her maiden name of Madge Anderson; that the Plaintiff have Judgement against the Defendant for the sum of $117.50 attorneys fees and cost of suit.

Done in Chambers at Pocatello, Idaho, this 16th day of July, 1949.

Isaac McDougall
District Judge

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Madge Williams, Plaintiff -vs- Woodrow W. Williams, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st day of August, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6890

FILED

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

1949 JUL 20 AM 11:18

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

15799

JOHN W. DANIELS,)

Plaintiff,)

-vs-)

DORTHEA DANIELS,)

Defendant.)

DECREE OF DIVORCE

This cause came on regularly to be heard before the Honorable Isaac McDougall, Judge of the above entitled Court, sitting at chambers at Pocatello, Bannock County, Idaho, this 20th day of July, 1949, the plaintiff appearing in person and by counsel, C. V. Boyatt, and the defendant not appearing either in person or by counsel;

And it appearing to the Court that the said defendant was duly served with summons by publication at Pocatello, Idaho on the 27th day of May, 1949, and thereafter failed to appear and plead to the complaint within the time allowed by law, and that her default for so failing to appear and plead has been duly entered by the Clerk of the above entitled Court;

Whereupon said plaintiff and witness were duly sworn and examined and evidence introduced upon behalf of plaintiff from which it appears that all the material allegations of the complaint are sustained by competent evidence, and said matters so alleged and proved on behalf of plaintiff are sufficient to entitle him to the relief prayed for in his complaint;

IT IS THEREFORE ORDERED, ADJUDGED and DECREED That the bonds of matrimony heretofore existing between John W. Daniels, the plaintiff herein, and Dorthea Daniels, the defendant herein, be, and the same are hereby dissolved, and the parties hereto restored to the status of unmarried persons.

Dated this 20th day of July, 1949.

ISAAC McDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

John W. Daniels, Plaintiff -vs- Dorthea Daniels, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st day of August, 1949

Anna Keefe

By ..... Deputy

Clerk, District Court, Ex-Officio Auditor and Recorder

7

6891

FILED

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

1949 JUL 21 PM 3:46

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

1868

FRANCIS SHAMBURG,)
Plaintiff,)
vs.) JUDGMENT AND DECREE.
HELEN SHAMBURG,)
Defendant.)

The above-entitled cause came on regularly for trial this 21 day of July, 1949, before the Honorable IsaacMcDougall, District Judge; plaintiff appeared in person and with his counsel, Black and Black of Pocatello, Idaho; defendant did not appear either in person or by attorney. It appearing from the records that the defendant has been duly and regularly served with process summons and complaint and that defendant has failed to file any answer or plead thereto and the time for defendant to file an appearance or answer herein has now expired and the Clerk of the Court has entered the default of the defendant for such failure to appear and plead herein. From the evidence introduced the Court finds that all of the allegations of plaintiff's complaint have been proven by evidence free and clear of all legal objections. It further appearing that the defendant is not engaged in any branch of the military or government service of the United States; that defendant has waived the making of findings of fact and conclusions of law by her failure to appear and plead herein, and the Court now being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between plaintiff and defendant be and the same are hereby dissolved and plaintiff is awarded an absolute divorce from defendant and the parties are hereby restored to their status of single persons.

Dated this 21 day of July, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Francis Shamburg, Plaintiff -vs- Helen Shamburg, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st day of August, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

15925 No. 6892

FILED

1949 JUL 22 AM 10:12

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
By Sarah Levaney Dep.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

GEORGIA GUSTAVESON,
Plaintiff
-vs-
ERNEST GUSTAVESON,
Defendant.

D E C R E E.

THIS CAUSE Came on regularly to be heard before the Honorable L. E. Glasson, Judge of the above entitled Court sitting at Chambers at Pocatello, Bannock County, Idaho, this 22nd day of July, 1949; the said plaintiff appearing in person and by her attorney, Carl C. Christensen, and the said defendant not appearing either in person or by counsel,

AND It appearing to the Court that the said defendant has heretofore, to-wit: On the 29th day of June, 1949, been regularly served with process and has failed to appear and answer the plaintiff's complaint filed herein or otherwise plead thereto, and the full legal time for so doing having expired and no answer, demurrer or other pleading having been filed or served, the default of said defendant in the premises having been duly entered according to law,

WHEREUPON, Said plaintiff and her witness were duly sworn and examined and evidence introduced from which it appears that all the material all gations contained in the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or sufficiency, and that the said matters so alleged and proved on behalf of the plaintiff are sufficient to entitle her to the relief prayed for in her complaint, and the Court being fully advised,

NOW, THEREFORE, On motion of Carl C. Christensen, Attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, GEORGIA GUSTAVESON, and the defendant, ERNEST GUSTAVESON, be and the same hereby are absolutely dissolved, set aside and held for naught, and the parties be and hereby are divorced and freed from all the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, GEORGIA GUSTAVESON be and is hereby awarded all of the household goods and furniture now located at No. 120 Portneuf Park, North of the City of Pocatello, Idaho, and all bank deposits and posal savings accounts held by her or standing

in her name and in her possession, and all other community property, whatever its character, kind and description, now in her possession, as her sole and separate property free and clear from any and all claims of the defendant, ERNEST GUSTAVESON therein or thereto, and that the defendant, ERNEST GUSTAVESON be awarded as his sole and separate property, all the personal property now in his possession and under his control at the date of this decree, as his sole and separate property, free and clear from all claims of the plaintiff, GEORGIA GUSTAVESON therein and thereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, ERNEST GUSTAVESON shall pay to the plaintiff, GEORGIA GUSTAVESON, as part of the community property settlement and for the purpose of providing for the future support and maintenance of the said GEORGIA GUSTAVESON, the total sum of $1200.00; that said sum shall be paid in monthly installments as follows: The sum of $50.00 shall be paid on or before the 15th day of August, 1949, and a like sum of $50.00 shall be paid on or before the 15th day of each succeeding calendar month until the entire sum of $1200.00 shall have been paid, after which no further payments shall be made and the payments when so made shall be in full settlement of all future liability by the defendant for the future support and maintenance of the plaintiff; that in addition thereto, the defendant shall pay to the plaintiff the sum of $17.50 costs of Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff's name be and hereby is changed to that of Georgia Thompson, that being her name prior to her marriage to the defendant, now dissolved by this decree.

DATED AND DONE at Chambers at Pocatello, Bannock County, Idaho, this 22nd day of July, 1949.

L. E. Glennon
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREEE

Georgia Gustaveson, Plaintiff -vs- Ernest Gustaveson, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st day of August, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6893

FILED
ANNA KEEFE

1949 JUL 22 PM 2:39

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

1945

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

VIRGINIA KEAY, :

Plaintiff, :

-vs- : DECREE

MERLYN R. KEAY, :

Defendant :

: : : : : : : : : : : : : :

This matter coming on for hearing in open court, before the Honorable L. E. Glennon, District Judge, sitting without a jury, plaintiff being present in person and by her counsel O. R. BAUM, and the defendant coming not but making default herein, and by reason of such default having waived the making of findings of fact and conclusions of law, and after submission of proof, and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing by and between the plaintiff and defendant be, and they are, hereby severed;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, custody and control of the minor child of said parties, to-wit, Pegg Keay, age two and one half years, shall be, and the same is hereby, awarded to the said plaintiff, provided, however, that said defendant shall be privileged to visit said child at reasonable times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said property settlement so had between said parties be, and the same is hereby approved, the automobile being hereby awarded to said defendant and the real estate, namely Lot 25, Block 3, Fremont Heights, Bannock County, Idaho, is hereby awarded to the plaintiff.

DATED this 22nd day of July, 1949.

L. E. GLENNON
DISTRICT JUDGE

Law Offices
O. R. Baum
Pocatello, Idaho

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Virginia Keay, Plaintiff -vs- Merlyn R. Keay, Defendant
as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st day of August, 194 9.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6894

FILED
Anna Keefe
1949 JUL 22 PM 2:35
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

1897

MABEL P. HAVLICAK, :

Plaintiff, :

-vs- : DECREE

JOSEPH R. HAVLICAK, :

Defendant :

: : : : : : : : : : : : : : : : : : :

This matter coming on for hearing in open court, before the Honorable L. E. Glennon, District Judge, sitting without a jury, plaintiff being present in person and by her counsel O. R. BAUM, and the defendant coming not but making default herein, and by reason of such default having waived the making of findings of fact and conclusions of law, and after submission of proof, and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing by and between the plaintiff and defendant be, and they are, hereby severed.

DATED this 22nd day of July, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Mabel P. Havlicak, Plaintiff -vs- Joseph R. Havlicak, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st day of August, 1949.

By ..... Anna Keefe
Deputy — Clerk, District Court, Ex-Officio Auditor and Recorder

6895

FILED
1949 JUL 22 PM 2:32
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

15785

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MELBA JUANITA GODDARD,

Plaintiff,

-vs-

ARTHUR EDWARD GODDARD,

Defendant

DECREE

This matter coming on for hearing in open court, before the Honorable L. E. GLENNON, District Judge, sitting without a jury, plaintiff being present in person and by her counsel O. R. BAUM, and the defendant coming not but making default herein, and by reason of such default having waived the making of findings of fact and conclusions of law, and after submission of proof, and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing by and between the plaintiff and defendant be, and they are, hereby severed;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff is a fit and proper person to have the care control and custody of the minor children of said parties and IT IS FURTHER ORDERED that the care, control and custody of the minor children of said parties, to-wit:

Richard Lawrence Goddard, age 9;
Lucinda Rae Goddard, age 7 and
John Arthur Goddard, age 5,

is hereby awarded to the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said property described in said complaint, to-wit:

Lots 23 and 24, Block 6 of Townsite of Fairview (now Alameda) in Bannock County, Idaho, contain-

ing 6400 square feet as the same appears from the official plat of said townsite recorded in the office of the county recorder of Bannock County, State of Idaho, situate in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Sec. 23, Township 6 South, Range 34 E.B.M.;

House furniture of said parties located in the dwelling house situated on the above described real estate; and

One 1936 Ford car,

be, and the same is hereby, awarded to the plaintiff herein as her sole and separate property

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay to the plaintiff, for the use and benefit of said minor children and for the use and benefit of the said plaintiff herein, the sum of $75.00 per month, for the sum of $125.00 for the use of plaintiff to pay her said attorney and for the sum of $19.00 court costs made and expended, and for all proper relief.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

MELBA JUANITA GODDARD, Plaintiff -vs- ARTHUR EDWARD GODDARD, Defendant as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st day of August, 194 9.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6896

FILED

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF BANNOCK.

1949 JUL 23 PM 12:05
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

1822

CAROLYN AILEEN ANDERSON,
Plaintiff,
- vs -
IVAN C. ANDERSON,
Defendant.

DECREE

This cause came on regularly to be heard before the undersigned District Judge in his Chambers at Pocatello, Idaho, on the 23d day of July, 1949.

The plaintiff appearing in person and by her attorneys, Jones, Pomeroy & Jones, and no one appearing for or in behalf of the above named defendant, and it appearing to the Court that the defendant was duly served with a summons and complaint in said action and failed to appear, plead or answer to the complaint within the time provided by law or at all.

UPON MOTION of the attorneys for the plaintiff, default was entered against the defendant.

It appearing to the court that no evidence was offered for and on behalf of defendant and evidence being offered and received for and in support of the complaint of plaintiff. Evidence being closed, the case was submitted to the court for consideration and decision and after due deliberation thereon the court ordered that judgment be entered in favor of the plaintiff and against the defendant in accordance with the prayer of the said complaint, and that all the allegations in said complaint of the plaintiff are true and such are found to be the fact.

NOW, THEREFORE, the law and the evidence being by this court fully understood and considered;

IT IS ORDERED, ADJUDGED AND DECREED (1) that the bonds of matrimony now existing between plaintiff and defendant be and they hereby are absolutely dissolved and held for naught and each of the parties restored to the status of a single person; (2) that the life insurance policy upon the life of Carolyn Aileen Wheeler Anderson, No. 14944, issued by the Great Northwest Life Insurance Company of Spokane, Washington, be and the same is hereby decreed to plaintiff herein as her sole and separate property, and that defendant have no interest in the same

whatsoever; and (3) that the former name of plaintiff, to wit: Carolyn Aileen Wheeler be and the same is hereby restored to her.

Dated, this 23d day of July, 1949.

ISAAC McDOUGALL
District Judge

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Carolyn Aileen Anderson, Plaintiff -vs- Ivan C. Anderson, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st day of August, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6897

FILED
Anna Keeper

1580

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

1949 JUL 26 PM 12:10
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

GERTRUDE LUCILLE TEAGUE,

Plaintiff,

vs.

WADE C. TEAGUE,

Defendant.

DECREE OF DIVORCE

THIS CAUSE came regularly on for hearing upon the plaintiff's verified complaint, before the Court this 16th day of July, 1949, the Plaintiff appearing in person and by her attorney, L. E. Haight, and the defendant failing to appear, either by counsel or in person, the default of defendant having heretofore been entered according to law, and the defendant having by his default waived Findings of Fact and Conclusions of Law; and the Court having heard the testimony of the Plaintiff and her witness, and being fully advised in the premises, finds that the defendant has been regularly served with summons and complaint in this case, and that he has failed to answer or demur or in anywise plead to plaintiff's complaint; and the Court further finds,

That all of the allegations of the Plaintiff's complaint are true and have been proven by competent testimony, and the Court further finds,

That the cause of action set forth in Plaintiff's complaint arose within the State of Idaho, and the Court being fully advised in the premises,

ORDERS, ADJUDGES AND DECREES, that the bonds of matrimony heretofore existing between the Plaintiff, Gertrude Lucille Teague, and the Defendant, Wade C. Teague, be and the same are hereby wholly dissolved and the parties freed from the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant, Wade C. Teague, has no claim whatsoever of any kind or nature against the Plaintiff, Gertrude Lucille Teague, for

moneys, property, (real or personal), or anything arising out of or by reason of the said marriage relation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff Gertrude Lucille Teague has no claim whatsoever of any kind or nature against the defendant for moneys, property, support or maintenance, or anything arising out of or by reason of the said marriage aforementioned.

Dated this 26th day of July, 1949.

Isaac McDougall
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Gertrude Lucille Teague, Plaintiff -vs- Wade C. Teague, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st day of August, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED

6898

1943 JUL 29 AM 11:29

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

1818

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

MAXINE JONES,
Plaintiff
-vs-
JAMES EDWARD JONES,
Defendant.

DECREE.

Copy

THIS CAUSE Came on regularly to be heard before the Honorable James Mc Donough Judge of the above entitled Court sitting at Chambers at Pocatello, Bannock County, Idaho, this 29th day of July, 1949; the said plaintiff appearing in person and by her attorney, Carl C. Christensen, and the said defendant not appearing either in person or by counsel,

AND IT APPEARING to the Court that the said defendant had heretofore, to-wit: On the 8th day of July, 1949 been regularly served with process and has failed to appear and answer the plaintiff's complaint filed herein or otherwise plead thereto, and the full legal time for so doing having expired and no answer, demurrer or other pleading having been filed or served, the default of said defendant in the premises having been duly entered according to law,

WHEREUPON, Said plaintiff and her witness were duly sworn and examined and evidence introduced from which it appears that all the material allegations contained in the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or suficiency, and that the said matters so alleged and proved in behalf of the plaintiff are sufficient to entitle her to the relief prayed for in her complaint, and the Court being fully advised,

NOW, on motion of Carl C. Christensen, Attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Maxine Jones, and the defendant James Edward Jones, be and the same hereby are absolutely dissolved, set aside and held for naught, and the parties be and hereby are divorced and freed from all the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff Maxine Jones, be and she hereby is awarded the permanent care custody and control of James R. Jones, the minor child of the parties to this action, with leave to the defendant to see and visit said minor child at all reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That This Court shall retain jurisdiction of this matter relating to the making of provisions for requiring the defendant to contribute to the support of said minor child, should the defendant come into the jurisdiction of this Court so that personal service on the defendant con be made within the state of Idaho.

Dated and done at Chambers at Pocatello, Bannock County, Idaho, this 29th day of July, 1949.

Isaac McDougall

DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Maxine Jones, Plaintiff -vs- James Edward Jones, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st day of August, 1949

By..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

15878

FILED

6899

1949 JUL 29 AM 11:28

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

WILFORD KEITH BRISCOE,

Plaintiff

-vs-

VIRGIE WANDA BRISCOE,

Defendant.

D E C R E E.

Copy

THIS CAUSE Came on regularly to be heard before the Honorable James McDaniel Judge of the above entitled Court sitting at Chambers at Pocatello, Bannock County, Idaho, this 29th day of July, 1949; the said plaintiff appearing in person and by his attorney, Carl C. Christensen, and the said defendant not appearing either in person or by counsel,

AND It appearing to the Court that the said defendant has heretofore, to-wit: On the 7th day of July, 1949, been regularly served with process, and has failed to appear and answer the plaintiff's complaint filed herein or otherwise plead thereto, and the full legal time for so doing having expired and no answer, demurrer or other pleading having been filed or served, the default of said defendant in the premises having been duly entered according to law,

WHEREUPON, Said plaintiff and his witness were duly sworn and examined and evidence introduced from which it appears that all the material allegations contained in the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or sufficiency, and that the said matters so alleged and proved on behalf of the plaintiff are sufficicint to entitled him to the relief prayed for in his complaint, and the Court being fully advised,

NOW, THEREFORE, On motion of Carl C. Christensen, attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, WILFORD KEITH BRISCOE and the defendant, VIRGIE WANDA BRISCOE, be and same hereby are absolutely dissolved, set aside and held for naught, and the parties be and hereby are divorced and freed from all the obligations thereof and restored to the stauts of single persons,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, WILFORD KEITH BRISCOE be and he hereby is awarded the permanent care, custody and control of Allan Keith Briscoe and Robert Wayne Briscoe, the minor children of the parties,

with leave to the defendant to see and visit said minor children at all proper times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, WILFORD KEITH BRISCOE be and he hereby is awarded all that part of the community property which is now in his possession at the date of this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant's namebe and hereby is changed to that of VIRGIE WANDA JONES, that being her nameprior to her marriage to the plaintiff now dissolved by this decree.

DATED AND DONE at Chambers at Pocatello Idaho, this 29th day of July, 1949.

Isaac McDougall

DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Wilford Keith Briscoe, Plaintiff -vs- Virgie Wanda Briscoe, Defendant as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st day of August, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

6900

FILED
ANNA KEEFE
1949 JUL 30 AM 11:43
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

15846

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

WALTER ROSCOE WILLIS, :
Plaintiff, :
vs. : DECREE OF DIVORCE
IRIS P. WILLIS, :
Defendant. :
:

This cause came regularly on for trial before the Honorable Isaac McDougall, Judge of the above entitled Court, sitting without a jury, at Pocatello, Bannock County, Idaho, on the 30th day of July, 1949. Merrill & Merrill, Attorneys at Law, appeared for and on behalf of the plaintiff. The defendant did not appear either in person or by attorney. It appeared to the Court that the defendant had been duly and regularly served with summons in this action in form and manner provided by law and that she failed within the time allowed by law or at all to appear and plead herein, and her default for thus failing to appear has been duly and regularly entered; and

It further appeared to the Court that the defendant is not in the military or naval service of the United States of America within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940. Evidence was thereupon introduced in support of said complaint, and from which evidence it appears that all of the allegations contained therein are true and correct and that the plaintiff is entitled to the relief sought and in the manner hereinafter adjudged.

The Court being now fully advised in the law and the premises:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, AND THIS DOES ORDER, ADJUDGE, AND DECREE That the marriage existing between this plaintiff, Walter Roscoe Willis, and the defendant, Iris P. Willis, solemnized at Clovis, New Mexico, on the 20th day of January, 1935, be and the same is hereby dissolved and held for naught, and that the parties thereto are freed from all obligations thereof, and each party is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, AND THIS DOES ORDER, ADJUDGE, AND DECREE, that until further order of this Court, the care, custody and control of Norma Leach Willis, aged 11 years, the minor child of said marriage, be and the same is hereby presently left with the defendant, Iris P. Willis, with the right nevertheless on the part of the plaintiff to visit said minor child at reasonable times and under reasonable conditions and to occasionally have said child in his custody and control, and that said plaintiff, Walter Roscoe Willis, be and he is hereby ordered to pay to the defendant, Iris P. Willis, for the support of said minor child while said child is in her custody the sum of $ per month, beginning on the day of August, 1949, with the right nevertheless on the part of the Court to modify or decrease said amount if and when conditions change, and to likewise modify this decree as to custody of said child if present conditions touching her care or custody should change.

Dated this 30th day of July, 1949.

Isaac McDougall

District Judge

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Walter Roscoe Willis, Plaintiff -vs- Iris P. Willis, Defendant.

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st day of August, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BEAR LAKE.

VERLA T. JONES, Plaintiff, -vs- A. DEAN JONES, Defendant.	D E C R E E

This cause coming on regularly for hearing at Pocatello, Idaho, this 26th day of July, 1949, before the Honorable Isaac McDougall, District Judge of the Fifth Judicial District, at Chambers, and it appearing that the defendant, A. Dean Jones, was duly and regularly served with process by personal service within the State of Idaho, according to law, and that he has withdrawn his demurrer to the complaint herein and has refused to plead further, and the plaintiff being present in Court and represented by her attorney, G. Staudacher, and the defendant not appearing to contest this action, and the defendant's default having been duly and regularly entered, and the complaint of plaintiff taken as confessed, the Court proceeded to hear the evidence submitted by the plaintiff in support of her allegations contained in her complaint.

The Court having heard the testimony of the plaintiff and a witness in her behalf and having examined the evidence in support of the allegations of the complaint herein, and the matter having been submitted to the Court for judgment, and the Court having considered the evidence and being fully advised in the premises, finds: That all the material allegations of the plaintiff as set forth in her complaint herein are true, to-wit: That plaintiff is, and for more than one year preceeding the commencement of this action has been, a bona fide resident of the state of Idaho, County of Bear Lake; that plaintiff and defendant intermarried at Bennington, Idaho, on the 30th day of September, 1939, and ever since have been, and now are, husband and wife; that there are living as the issue of said marriage two children, to-wit:

Cheryl Ann Jones, age four years; and Dennis Dean Jones, age eleven months, which said children are now in the care and custody of plaintiff.

That the following described three parcels of property were acquired by the said parties hereto during their marriage and that the same is community property:

Parcel No. 1.: Lot Fifteen (15) of Block Three (3) of the Bagley Extension to the City of Montpelier, in Bear Lake County, Idaho, on which said property is situate a dwelling house in which said dwelling house is located furniture, dishes, cooking utensils, radio, linens and bedding, and household goods.

Parcel No. 2.: A One-half partnership interest in the co-partnership business known as "Jones & Krater Paint and Appliance Co." situated in Montpelier, Idaho.

Parcel No. 3.: One 1942 Pontiac Sedan; Model P8KB; Motor No. 8-373-841; Serial No. P8KB 1847.

And, Whereas, it appearing by the evidence that on July 14, 1949, defendant A. Dean Jones executed a warranty deed conveying to plaintiff Verla T. Jones all of his community interest in and to the following described real property, situated in the County of Bear Lake, State of Idaho, known and described as follows, to-wit:

Lot Fifteen (15) of Block Three (3) of the Bagley Extension to the City of Montpelier, in Bear Lake County, Idaho.

WHEREUPON, The testimony having been concluded, the case was submitted to the Court for final decision, and the Court being fully advised in the premises,

1. IT IS ORDERED, ADJUDGED, AND DECREED, that the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are, hereby dissolved absolutely, and that the said parties and each of them are hereby relieved of all the obligations of said marriage.

2. IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be and is hereby awarded the care, custody and control of the said two minor children of said marriage, to-wit: Cheryl Ann Jones and Dennis Dean Jones, but that the defendant have the right to visit said children at any reasonable time and place.

3. IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant A. Dean Jones shall pay to the plaintiff the sum of $ 75.00 Dollars per month for the care, maintenance and education of the said two minor children.

4. IT IS FURTHER ORDERED, ADJUDGED AND DECREED, THAT the defendant A. Dean Jones be decreed as his sole and separate property the following described property, to-wit:

A One-half partnership interest in the co-partnership business known as "Jones & Krater Paint and Appliance Co." situate in Montpelier, Idaho.

One 1942 Pontiac Sedan; Model P8KB; Motor No. 8-373-841; Serial No. P8KB 1847.

5. IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff Verla T. Jones be decreed as her sole and separate property the following described property, to-wit:

Lot Fifteen (15) of Block Three (3) of the Bagley Extension to the City of Montpelier, in Bear Lake County, Idaho, on which said property is situate a dwelling house in which said dwelling house is located furniture, dishes, cooking utensils, radio, linens and bedding, and household goods.

Done in open Court this 26th day of July, 1949.

S/ Isaac McDougall
Judge of the Fifth Judicial District Court of the State of Idaho.

6902

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH.

EUGENE JOLLIFF,

Plaintiff,

-vs-

MARY JOLLIFF,

Defendant.

D E C R E E

The above entitled action came on regularly for trial before the Court sitting without a jury on the 1st day of July, 1949, at ten o'clock A. M.; Plaintiff appearing in person and represented by his attorney, CARL M. BUELL, and the defendant did not appear in person or by attorney; defendant having been served with summons and complaint on the 4th day of June, 1949, and she having failed to appear, demur, or answer within the time allowed by law, or at all, and she being in default, her default was heretofore entered; that an affidavit was filed that said defendant was not in the military service during the pendency of this action or at all. WHEREUPON testimony was submitted upon behalf of the defendant and the Court having filed its Findings of Facts and Conclusions of Law,

NOW, THEREFORE, by reason of the law and premises it is hereby ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of the action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the defendant and the plaintiff, be and the same hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff is to have the custody, control and care of said minor children, VERNON ANDREW JOLLIFF, and MICHAEL EUGENE JOLLIFF.

DATED this 1st day of July, 1949.

INDEXED 71310 COMPARED By

Filed July 1, 1949 at 1:15 o'clock P.M.
R. H. Whiteside
Clerk District Court
By O C Wilson Deputy

E-282

DISTRICT JUDGE

(Copy) Attest R. H. Whiteside Clerk of the Dist Court

Case # 2089

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

JOYCE JOLLEY, Plaintiff, -vs- FERRELL L. JOLLEY, Defendant.	D E C R E E

In this cause the above-named defendant, Ferrell L. Jolley, having been regularly served with process and having thereafter failed to answer, demur or otherwise plead to the plaintiff's Complaint on file herein, and the legal time for answering having expired, and the Default of said defendant having been heretofore duly entered according to law, said cause came on regularly for hearing this day before the Judge of the above-entitled Court at Blackfoot, Bingham County, Idaho, H. William Furchner appearing for plaintiff, and no appearance being made by the defendant either in person or by counsel; and the Court having heard the testimony of plaintiff, Joyce Jolley, and of Maggie Wheatley, witness for the plaintiff, the plaintiff rested, and said cause was submitted to the Court for consideration and decision; and the Court being fully advised in the law and the premises finds that each and all of the allegations of plaintiff's Complaint are true and are proved by evidence free from any objection as to its admissibility, relevancy and materiality, and that the facts so proved are sufficient to entitle the plaintiff to the relief prayed for in her Complaint; and it further appearing to the Court that the defendant, Ferrell L. Jolley, is not in the military service of the United States;

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Joyce Jolley, and the defendant, Ferrell L. Jolley, be and the same are hereby absolutely dissolved, and that said parties be and they are hereby

restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be, and she is hereby, restored to the name of Joyce Ward, her name prior to her said marriage to defendant.

Dated this 6th day of July, 1949.

Preston Thatcher
District Judge

STATE OF IDAHO)
: SS
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original Decree of divorce made and entered by the said District Court in the above-entitled action on the 6th day of July, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court this 6th day of July, 1949.

V. F. Wootton
Clerk

BY: Marie J. Randall
Deputy

State copy 6904

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

LEONA A. ROHDE, Plaintiff, -vs- FRED W. ROHDE, Defendant.	COPY FINAL JUDGMENT AND DECREE OF DIVORCE

The above entitled action having been brought on regularly to be heard and tried before the Honorable Preston Thatcher, Judge of the above entitled Court, sitting without a jury, on the 13th day of July, 1949, the plaintiff appearing in person and with her counsel of record, Donald R. Good, Esq., and the defendant failing to appear herein in person, or by counsel, and having failed to file any pleading in this action, and the default of the said defendant, Fred W. Rohde, having been heretofore duly and regularly entered herein according to law, and that the defendant is not in the military service or the naval service of the United States within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court finds that all material allegations and averments of plaintiff's Complaint are sustained by testimony free from all legal exceptions as to competency, admissibility or sufficiency, and that said matters so alleged and proved by the testimony of two competent witnesses in behalf of said plaintiff are sufficient in law to entitle the plaintiff to the relief prayed for in her said Complaint;

The Court finds that the plaintiff is a resident of the State of Idaho, and was such a resident of said State at the time of the commencement of this action, and for a period of more than six weeks immediately prior thereto, and that due and legal service of the Summons and Complaint in said action has been made upon the said defendant, Fred W. Rohde, by the Sheriff of Power County, State of Idaho, and that the time allowed by law has expired and that the said defendant

has failed to appear herein or plead in person or by counsel, or otherwise, or at all, and the default of the said defendant has been duly and regularly entered herein, and the Court being fully advised in the premises;

NOW, THEREFORE, upon Motion of Donald R. Good, Esq., attorney of record for plaintiff, It Is Ordered, Adjudged and Decreed by this Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided, the said Court does hereby Order, Adjudge and Decree that the marriage between the plaintiff, Leona A. Rohde, and the said defendant, Fred W. Rohde, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is freed absolutely, and released from said bonds of matrimony, and all of the obligations thereof, and restored to the status of single persons;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that the following described community personal property, to-wit:

> Household furniture and fixtures consisting of One Hotpoint electric range; one chrome dinette set, consisting of table and four chairs; one bedroom set consisting of one bed, springs and mattress, chest of drawers, vanity and bench, night stand; three rugs; one Hamilton piano; one radio-phonograph (Admiral); one overstuffed davenport and chair; one writing desk; one twin bed set, complete with springs and mattresses; one chest of drawers; one ironing board; one electric iron; one Universal vacuum cleaner; one Mix-Master; miscellaneous dishes, linens, silverware and utensils and approximately 45 quarts of canned fruit and vegetables; one Coronado cream separator;
>
> One 1941 model Nash Club Coupe;

be, and the same is hereby awarded to the plaintiff as her sole and separate property, free from allright, title, claim or interest of the defendant in or to the same, or any part or portion thereof;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that the following described community personal property, to-wit:

> Two cows; one saddle horse; and ninety-seven chickens;

be, and the same is hereby awarded to the defendant as his sole and separate property, free from allright, title, claim or interest of the plaintiff in or to the same, or any part or portion thereof;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that the care, custody and control of the minor children, Donna Jean Rohde, Raymond Rohde and Judy Ann Rohde, be, and the same are hereby awarded to the plaintiff, Leona A. Rohde, provided, however, that the defendant shall have the right to see and visit said children at all reasonable, proper and convenient times and places so long as he shall comply with the provisions of this Decree with respect to the payment of the amount required for the support, maintenance and education of said minor children;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor child, Fred J. Rohde, be and the same are hereby awarded to the defendant, Fred W. Rohde, provided, however, that the plaintiff shall have the right to see and visit said child at all reasonable, proper and convenient times and places;

IT IS FURTNER SO ORDERED, ADJUDGED AND DECREED, that the defendant be required to pay to plaintiff the sum of $75.00 on the 15th day of July, 1949, and alike amount each and every thirty days thereafter, pending the further Order of the Court herein, for the support, maintenance and education of the minor children, Donna Jean Rohde, Raymond Rohde and Judy Ann Rohde.

Dated at Blackfoot, Idaho, this 13th day of July, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for Bingham County, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered in the above-entitled action on July 13, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 13th day of July, 1949.

V. F. Wootton, Clerk of District Court.

By Marie J. Randall
Deputy

Tate

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

MARCELLA G. JOHNSON, Plaintiff, -vs- THEO EDWIN JOHNSON, Defendant.	COPY FINAL JUDGMENT AND DECREE OF DIVORCE

The above entitled action having been brought on regularly to be heard and tried before the Honorable Preston Thatcher, Judge of the above entitled Court, sitting without a jury, on the 13th day of July, 1949, the plaintiff appearing in person and with her counsel of record, Donald R. Good, Esq., and the defendant failing to appear herein in person, or by counsel, and having failed to file any pleading in this action, and the default of the said defendant, Theo Edwin Johnson, having been heretofore duly and regularly entered herein according to law, and that the defendant, being in the military service of the United States, has, in writing, waived the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court finds that all material allegations and averments of plaintiff's Complaint are sustained by testimony free from all legal exceptions as to competency, admissibility or sufficiency, and that said matters so alleged and proved by the testimony of two competent witnesses in behalf of said plaintiff are sufficient in law to entitle the plaintiff to the relief prayed for in her said Complaint;

The Court finds that the plaintiff is a resident of the State of Idaho, and was such a resident of said State at the time of the commencement of this action, and for aperiod of more than six weeks immediately prior thereto, and that due and legal service of the Summons and Complaint in said action has been made upon the said defendant, Theo Edwin Johnson by a written acknowledgment and acceptance of service by the defendant heretofore filed herein and that the time allowed

by law has expired and that the said defendant has failed to appear herein or plead in person or by counsel or otherwise, or at all, and the default of the said defendant has been duly and regularly entered herein, and the Court being fully advised in the premises;

NOW, THEREFORE, upon Motion of Donald R. Good, Esq., attorney of record for plaintiff, It Is Ordered, Adjudged and Decreed by this Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided, the said Court does hereby Order, Adjudge and Decree that the marriage between the plaintiff, Marcella G. Johnson and the said defendant, Theo Edwin Johnson, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is freed absolutely, and released from said bonds of matrimony, and all of the obligations thereof, and restored to the status of single persons;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that pending the further Order of the Court herein, the care, custody and control of the minor child of the parties, Theo Edwin Johnson, Jr., be, and the same are hereby awarded to the plaintiff, Marcella G. Johnson, she being a fit, proper and competent person to be so awarded the custody of said child;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that the defendant, Theo Edwin Johnson, pay to plaintiff, Marcella G. Johnson, the sum of $35.00 monthly for the support, maintenance and education of said minor child of the parties, the first payment to be made on or about the 1st day of August, 1949, and continuing on the 1st day of each and every month thereafter, pending the further Order of the Court herein.

Dated at Blackfoot, Bingham County, Idaho, this 13th day of July, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for Bingham County, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered in the above-entitled action on the 13th day of July, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 13th day of July, 1949.

V. F. Wootton, Clerk of said
District Court.

By Marie J. Randall
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

JOHN NAZER, :

Plaintiff, :

-vs- : DECREE.

VIVIAN NAZER, :

Defendant. :

. . . . . .

In this action the above-named defendant, Vivian Nazer, having been regularly served with process and having appeared herein and submitted herself to the jurisdiction of this Court; and said defendant having thereafter failed and refused to plead to plaintiff's complaint on file herein and having consented that Default be entered against her, and the Default of said defendant having been heretofore duly entered according to law, said cause came on regularly for hearing this date before the Judge of the above-entitled Court, at Blackfoot, Bingham County, Idaho, said plaintiff appearing in person and by his attorney, H. William Furchner, and no appearance being made by the defendant, either in person or by counsel; and the Court having heard the testimony of the Plaintiff, John Nazer, and of John Nelson, witness for the plaintiff, said cause was submitted to the Court for consideration and decision; and the Court being fully advised in the law and the premises finds that each and all of the allegations of plaintiff's complaint are true and are proved by evidence free from any objection as to its admissibility, relevancy and materiality, and that the facts so proved are sufficient to entitle the plaintiff to the relief prayed for in his complaint;

IT IS ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, John Nazer, and the defendant, Vivian Nazer, be and the same are hereby absolutely dissolved, and that the said parties be, and they are hereby

restored to the status of single persons.

Dated this 27th day of July, 1949.

Preston Thatcher
District Judge.

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true, and correct copy of the original Decree of Divorce made and entered by the said District Court in the above-entitled action on the 27th day of July, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 27th day of July, 1949.

(SEAL)

V. F. Wootton,
Clerk.

By Maud Randall
Deputy.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

LORNA WILSON RISHEL, :

Plaintiff, :

-vs- : DECREE

GUY W. RISHEL, :

Defendant. :

. . . . . .

In this action the above-named defendant, Guy W. Rishel, having been regularly served with process and having appeared herein and submitted himself to the jurisdiction of this Court; and said defendant having failed and refused to plead to plaintiff's complaint on file herein and having consented that default be entered against him, and the Default of said defendant having been heretofore duly entered according to law, said cause came on regularly for hearing this date before the Judge of the above-entitled Court, at Blackfoot, Bingham County, Idaho, said plaintiff appearing in person and by her attorney, H. William Furchner, and no appearance being made at said hearing by the defendant, either in person or by counsel; and the Court having heard the testimony of the plaintiff, Lorna Wilson Rishel, and of Cena Wilson, witness for the plaintiff, and having considered certain documentary evidence, to-wit, a property settlement agreement made between the parties to said action and filed herein by the plaintiff, said cause was submitted to the Court for consideration and decision; and the Court being fully advised in the law and the premises finds that each and all of the allegations of plaintiff's complaint are true and are proved by evidence free from any objection as to its admissibility, relevancy and materiality, and that the facts so proved are sufficient to entitle the plaintiff to the relief prayed for in her complaint;

IT IS ORDERED, ADJUDGED AND DECREED, That the bonds of

matrimony now existing between the plaintiff Lorna Wilson Rishel and the defendant Guy W. Rishel, be, and the same are hereby absolutely dissolved, and that the said parties be, and they are hereby restored to the status of single persons.

IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED That the plaintiff be, and she hereby is restored to her maiden name of Lorna Wilson.

IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED That the property settlement agreement of the parties dated July 20th, 1949, and admitted in evidence herein, be and the same is hereby approved and adopted by this Court, and pursuant thereto the Court finds, adjudges and decrees that the following-described real property is the separate property of the defendant, Guy W. Rishel, having been acquired by him prior to the marriage of the parties, and that the plaintiff has no right, title or interest therein, to-wit:

> Lots Seven and Eight in Block Eight, and Lots Three and Four in Block One in Riverside Townsite, in Bingham County, Idaho, according to the recorded plat thereof. Together with the ditches and water rights thereto belonging and particularly Five (5) shares of the Danskin Ditch Company, a corporation.
>
> Beginning at the Northeast corner of Lot Twenty of Younie's Addition to the City of Blackfoot, Bingham County, Idaho, running thence South 157.9 feet; thence West parallel to the North line of said lot Twenty to the West line of said lot; thence North along the West line of Lot Twenty 157.9 feet to the Northwest corner of said Lot Twenty; thence East along the North line of said Lot Twenty to the place of beginning, Excepting a strip of land 25 feet wide on the North side of the above-described tract reserved for a public highway.
>
> Commencing at a point 8 rods due East from a point 40 rods due North from the Southwest corner of Lot Four of Section Three in Township Three South of Range Thirty-five, East of the Boise Meridian, in Idaho, and running thence due East 20 rods; thence South 16 rods; thence West 20 rods; thence due North 16 rods to the place of beginning. Together with all ditches, ditch rights of way, water and water rights thereunto belonging or in anywise appertaining, and particularly one-half share of the capital stock of the Dippel Lateral Ditch Company and one-half share in the Corbett Slough Ditch Company.

Lot Three of Younie's Addition to the City of Blackfoot, Bingham County, Idaho, excepting a strip of land 31.5 feet wide running from the public highway on the North to the Oregon Short Line Railroad on the South; the above land conveyed containing 3.5 acres, more or less.

IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED, and the Court hereby finds, pursuant to said agreement, that the plaintiff has agreed to accept the sum of $8,700.00, in full payment and settlement of all of her rights in and to the community property of the parties, her rights to support, maintenance, alimony, and in settlement of all obligations and liabilities of the defendant to the plaintiff, and further finds that the full sum of $8,700.00 has been paid by the defendant to the plaintiff, and said sum is hereby awarded to the plaintiff in lieu of her rights in and to the said community property, and in full settlement of all claims of the plaintiff against the defendant, in accordance with the terms of said agreement, and said community property is hereby awarded to the defendant, who is hereby required to assume and pay all community debts of the parties.

Dated this 29th day of July, 1949.

Preston Thatcher
District Judge.

STATE OF IDAHO,)
: SS.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true, and correct copy of the original Decree of Divorce made and entered by the said District Court in the above-entitled acton on the 29th day of July, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 29th day of July, 1949.

V. F. Wooton, Clerk,
By Marie Randall Deputy.

6908

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE.

Milton Ezra Greer,
Plaintiff,

-vs-

Alice Greer,
Defendant.

DECREE OF DIVORCE.

THIS CAUSE, came on regularly to be heard and tried before the Court this 18 day of July, 1949, upon the Complaint of plaintiff, plaintiff being present in person and being represented by his attorney, L. L. Sullivan, the defendant having been personally served with Summons and Complaint in Blaine County, Idaho, and has not appeared or answered or pleaded to the Complaint and the default having been entered;

Evidence was introduced and the Court finding that the allegations of the Complaint are true and that plaintiff is entitled to a divorce;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT the marriage between plaintiff and defendant be dissolved and said parties, and each of them, is freed and released from the bonds of matrimony.

DONE in open Court at Hailey, Blaine County, Idaho, this 18 day of July, 1949.

D. H. Sutphen

DISTRICT JUDGE.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BLAINE

.....Milton Ezra Greer.....
.....
Plaintiff

vs.

.....Alice Greer.....
.....
Defendant

CLERK'S CERTIFICATE OF TRUE COPY

STATE OF IDAHO,
County of Blaine, } ss.

I, ...GEORGE F. McCOY....., Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original.....Decree of Divorce.....
.....in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this...18.....
..... day of .....July....., A. D., 19.49...

Attest: George F. McCoy Clerk.

By.....Deputy.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE.

JEANNE D. HAIGHT,
Plaintiff,
VS
H. GRANVILLE HAIGHT,
Defendant.

D E C R E E.

This cause came on regularly to be heard this 18th day of July, 1949, upon complaint of plaintiff, plaintiff being present in person and being represented by Everett B. Taylor, her attorney, the defendant having been personally served with summons and complaint and in writing accepted service of said summons and complaint and refused to plead and default having been entered and duly filed.

Evidence was introduced and the Court finding that the allegations of the complaint are true and that plaintiff is entitled to divorce, and the making and fendering of Findings of Fact and conclusions of law herein having been waived as a matter of law;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That the marriage between the plaintiff Jeanne D. Haight, and defendant H. Granville Haight, be dissolved and said parties are, and each of them is freed and released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, Jeanne D. Haight, be and she is hereby awarded custody, care and control of Robin Haight, a daughter, five years old, and Rhea Haight, a daughter, two years old, born as issue of the marriage between the said parties; said defendant to be permitted to see and visit the said minor children at any reasonable time and at the convenience of the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant pay to the plaintiff, for the support, care, and maintenance of the said minor children, the sums of $75.00 per month for each of the said children, until the said children become of age or are sooner married.

DONE in Open Court this 18th day of July, 1949.

D. W. Sutphen
DISTRICT JUDGE.

CERTIFICATE OF TRUE COPY.

State of Idaho,)
) ss.
County of Blaine,)

I, George F. McCoy, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full and true and correct copy of the Original Decree of Divorce in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 18th day of July, 1949.

Attest: George F. McCoy Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BOISE

- - - - - - - - - - -

PEARL THOMPSON HEADLEY, Plaintiff, vs. JESS D. HEADLEY, Defendant.	DECREE OF DIVORCE

This cause came on regularly for hearing before the above entitled Court on the 8th day of July, 1949, CALDWELL & ALEXANDERSON appearing as counsel for the plaintiff and the defendant having duly and regularly appeared in this action and said defendant having filed herein his demurrer to plaintiff's complaint and said defendant having thereafter filed herein his "Consent that Demurrer may be Overruled; Waiver of Notice; and Refusal to Plead Further" whereby he advised this Court that he did not care to argue said demurrer and that the same might be called up for hearing at any time by the plaintiff without notice to the defendant and said defendant further consenting that said Demurrer be overruled; and said Demurrer having been called up for hearing the same was overruled; and said defendant having further advised this Court that he refused to plead further in said action and consented that said action could be called up for trial and final hearing at any time without notice to said defendant; and said defendant having wholly failed to further appear or plead to or answer said complaint of the plaintiff on file herein, and said cause having been duly and regularly called up for trial and final hearing as above set forth and defendant having wholly failed to appear at said trial, witnesses were duly sworn and testified on behalf of the plaintiff;

AND THE COURT Having heard and considered all of the evidence and testimony in said action, and it thereby having been made to appear to this Court that the Plaintiff and Defendant intermarried at Payette, Payette County, State of Idaho, on or about the 14th day of August, 1945, and ever since said time have been and now are husband and wife; and that the plaintiff is now and for more than six full weeks next preceding the commencement of this action has been, a bona fide resident of the State of Idaho;

That there are no minor children the issue of said marriage.

That there are no property interests to be adjudicated between the parties hereto;

That said plaintiff's name before her marriage was Pearl Thompson;

That on or about the 10th day of February, 1947, the defendant, disregarding the solemnity of his marriage vows, wilfully and without cause, deserted and abandoned the plaintiff, and ever since said date has continued and still continues to so wilfully and without cause, desert and abandon said plaintiff and to live separate and apart from her without any sufficient cause or reason; all of which said desertion and abandonment on the part of the said defendant were, and in continuing to so live separate and apart from the plaintiff are, the wilful and voluntary acts of the defendant, with the intention and purpose on the part of the said defendant then and now to desert the plaintiff; that the defendant is guilty of wilful desertion of the plaintiff.

That all of the allegations of plaintiff's complaint are true and are sustained by the evidence and proofs submitted upon said hearing and that plaintiff is entitled to the relief prayed

for in her complaint and that decree should be entered accordingly.

That all the findings of fact and conclusions of law having been waived by the defendant by his failure to appear at the trial of said action;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony now existing between the plaintiff and defendant be dissolved and held for naught and that said parties be absolutely divorced.

2. That plaintiff be restored to her former name, Pearl Thompson.

Done in open Court this 8th day of July, 1949.

CHARLES F. WINSTEAD
District Judge of the above entitled Court

CERTIFICATE

STATE OF IDAHO, County of Boise } ss.

I, KATHERINE M. BROGAN, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Boise, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce entered in the case of PEARL THOMPSON HEADLEY Plaintiff -vs- JESS D. HEADLEY, Defendant, July 8th, 1949 and duly recorded in Book 6 of Judgment Record at page 227 filed in the above entitled action and remaining now on file in my office at Idaho City, Boise County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of July, 1949.

By [signature], Deputy. Katherine M. Brogan Clerk.

C O P Y

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BONNER

MILADEEN SEAL,

Plaintiff,

-vs-

LAWRENCE FLOYD SEAL,

Defendant.

D E C R E E

The above entitled action came on regularly to be heard and tried in Chambers at Bonners Ferry, Boundary County, State of Idaho, on the 12th day of July, 1949, at 2:00 o'clock P.M.. Plaintiff appeared in person and represented by her attorney, J. Alfred May. The defendant did not appear in person or by attorney and the defendant having been served with Summons and Complaint in the cause, on the 14th day of June, 1949, and he having failed to appear, demur, or answer, within the time allowed by law, or at all, and he being in default, his default was heretofore entered; that an affidavit was filed that said defendant was not in military service during the pendency of this action. Whereupon testimony was submitted on behalf of the plaintiff and the Court having jurisdiction of the parties and the subject matter and the Findings of Fact and Conclusions of Law having been waived by reason of Defendant's failure to appear and the Court being fully advised in the premises:

NOW, THEREFORE, By reason of the law and the premises, it is hereby ORDERED, ADJUDGED, AND DECREED:

That the bonds of matrimony existing between the plaintiff, Miladeen Seal, and the defendant, Lawrence Floyd Seal, be and the same are hereby wholly and forever dissolved on the grounds of wilful desertion, and the parties are released from each other and from all matrimonial obligations, and the plaintiff is granted and given an absolute decree of divorce from the defendant;

STATE OF IDAHO)
County of Boundary)
Filed July 13 1949
at 2:00 o'clock P.M.
Alex J. Russell
Clerk of District Court
By Deputy

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the custody of the minor child, namely, Doreen Seal, is hereby awarded to the plaintiff, with visitation privileges to the plaintiff at reasonable times and places.

It is Further Ordered that the Defendant pay to the plaintiff for the support of said minor child the sum of Fifty & No/100 Dollars per month, beginning the 12th day of July, 1949, and payable on the 12th day of each and every month thereafter until said minor child reaches her majority, or until further order of the court.

Dated at BonnersFerry, Idaho, this 12th day of July, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

6911

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6462, MILADEEN SEAL, Plaintiff, vs. LAWRENCE FLOYD SEAL, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 14th *day of* July, 1949.

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

MARGRETE H. LEE,
Plaintiff,
vs.
HARRY LEE,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Coeur d'Alene, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 19th day of July, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, Glenn E. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Margrete H. Lee, and the defendant, Harry Lee, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

Done in Open Court at Coeur d'Alene, Idaho, this 19th day of July, 1949.

STATE OF IDAHO, } ss.
July 14 49
4:30
Clerk

O. C. Wilson
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

6912

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6470, MARGRETE H. LEE, Plaintiff, vs. HARRY LEE, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 19th *day of* July, *1949.*

Alex T. Russell *Clerk*

By Dorothy Campbell, *Deputy*

6482

6913

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

LESLIE E. SCHAUER, Plaintiff, vs. DOROTHY MAXINE SCHAUER, Defendant.	D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Coeur d'Alene, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 26th day of July, 1949, upon the Complaint of plaintiff and Answer of the defendant, a Stipulation having been filed in the action setting the case for trial on the above date.

Plaintiff appeared in person with a witness and one of his attorneys, O. J. Bandelin; the defendant did not appear nor was she represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by Stipulation, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Leslie E. Schauer, and the defendant, Dorothy Maxine Schauer, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the three minor children of plaintiff and defendant, Patricia Schauer, Helen

STATE OF IDAHO)
County of Bonner)
Filed July 26 '49
at 2:10 P.M.
Alice Russell
Clerk of District Court

Schauer, and Susan Schauer, be awarded to the defendant, Dorothy Maxine Schauer, subject to the right of the plaintiff to visit said children at reasonable and proper times.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the property settlement heretofore made and entered into by the plaintiff and defendant, be and the same is hereby approved.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the plaintiff pay to the defendant the sum of Forty-five ($45.00) Dollars per month for the care and support of said children, on or before the 10th day of each month hereafter.

Done in Open Court at Coeur d'Alene, Idaho, this 26th day of July, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

6913

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6482, LESLIE E. SCHAUER, Plaintiff, vs. DOROTHY MAXINE SCHAUER, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 26th *day of* July, *19*49.

Alex T. Russell *Clerk*

By Dorothy Campbell *Deputy*

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BONNER

ROY L. McDANIEL,

Plaintiff,

-vs-

LEAH P. McDANIEL,

Defendant.

D E C R E E

The above entitled action came on regularly to be heard and tried in open Court at Sandpoint, Bonner County, State of Idaho, on the 26th day of July, 1949, an stipulation as to the date and place of trial signed by J. Alfred May, Attorney for the plaintiff, and Glenn E. Bandelin, Attorney for the defendant; which stipulation designated the 26th day of July, 1949, at the hour of 2:00 o'clock P.M., or as soon thereafter as the matter could be heard, the plaintiff appearing in person and by his attorney, J. Alfred May, and the defendant appearing neither in person nor by attorney.

Upon said hearing it appearing satisfactorily to the Court that the defendant Leah P. McDaniel, has duly made her appearance by filing her Answer herein, and stipulated as to the date and place of trial; that at the time set for hearing the defendant did not appear and the Court heard the testimony introduced in behalf of the plaintiff and in support of his Complaint and having duly considered the law and the evidence and the Findings of Fact and Conclusions of Law having been waived by stipulation filed herein,

NOW, THEREFORE, by reason of the law and the premises, it is hereby ordered, adjudged, and decreed:

That the Court has jurisdiction of the parties and the subject matter of the action.

STATE OF IDAHO)
County of Bonner)

Filed July 26 1949
at 3:17 o'clock P.M.
Clerk of District Court

It is further ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony existing between the plaintiff, Roy L. McDaniel, and the defendant, Leah P. McDaniel, be and the same are hereby wholly and forever dissolved, on the grounds of extreme cruelty, and the parties are released from each other and from all matrimonial obligations, and the plaintiff is granted and given an absolute decree of divorce from the defendant.

It is further ORDERED, ADJUDGED AND DECREED, That the plaintiff pay to the defendant the sum of Four-hundred Twenty-five and 00/100 Dollars ($425.00), and that she be given the following described personal property, to-wit:

One (1) Living Room Set,
One (1) Rug,
One (1) End Table,
One (1) Coffee Table,
One (1) Radio-Phonograph Combination, and
Other miscellaneous items.

That this property is being bought on contract, and is in storage at Richmond, California; that at present there is a balance of Eighty and 00/100 Dollars ($80.00) still owing; that the plaintiff is to pay off said contract.

Dated at Sandpoint, Idaho, this 26th day of July, 1949.

E V Boughton
District Judge.

STATE OF IDAHO,
County of Bonner } *ss.*

6914

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6483, ROY L. McDANIEL, Plaintiff, vs. LEAH P. McDANIEL, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 26th *day of* July, *19*49.

Alex T. Russell, *Clerk*

By Dorothy Campbell *Deputy*

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DOROTHY HOLM,
Plaintiff,
vs.
PAUL W. HOLM,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Coeur d'Alene, Idaho, before the Honorable O. C. Wilson one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 28th day of July, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin: the defendant did not appear, nor was he represented by counsel: plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Dorothy Holm, and the defendant, Paul W. Holm, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

Done in Open Court at Coeur d'Alene, Idaho, this 28th day of July, 1949.

STATE OF IDAHO, }
County of Bonner. }
Filed July 28 A.D. 49
at 4:30 P.M.
Alex J. Russell
Clerk of District Court

O. C. Wilson
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

6915

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6469, DOROTHY HOLM, Plaintiff, vs. PAUL W. HOLM, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 29th *day of* July, *1949.*

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

7

6468

6916

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GEORGE P. LOCKTON,
Plaintiff,
vs.
IDA MAY LOCKTON,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Coeur d'Alene, Idaho, before the Honorable O. C. Wilson one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 28th day of July, 1949, upon the Complaint of plaintiff and Answer of the defendant, a Stipulation having been filed in the action setting the case for trial on the above date.

Plaintiff appeared in person with a witness and one of his attorneys, O. J. Bandelin: the defendant did not appear nor was she represented by counsel: plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by Stipulation, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, George P. Lockton, and the defendant, Ida May Lockton, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

Done in Open Court at Coeur d'Alene, Idaho, this 28th day of July, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO, } ss.
County of Bonner.)
Filed July 28 1949
at 4:30 o'clock P.M.
Clerk of District Court

STATE OF IDAHO,
County of Bonner } *ss.*

6916

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6468, GEORGE P. LOCKTON, Plaintiff, vs. IDA MAY LOCKTON, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 29th *day of* July, *19*49.

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

6445

6917

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

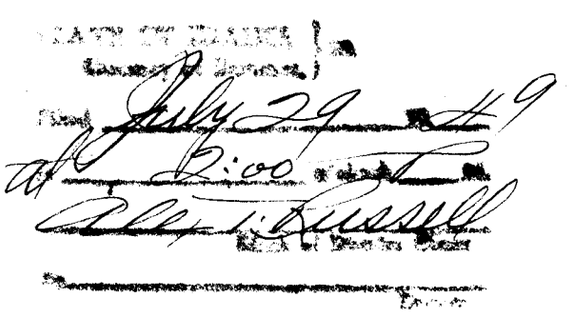
MERLE FARRIS,
Plaintiff,
vs.
ELIZABETH FARRIS,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 29th day of July, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been served by publication and mailing of a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of his attorneys, O. J. Bandelin; the defendant did not appear, nor was she represented by counsel: plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Merle Farris, and the defendant, Elizabeth Farris, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.



IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the care, custody and control of the minor child, Leeana Farris, be awarded to the plaintiff, Merle Farris, subject to the right of the defendant to visit said child at reasonable and proper times.

Done in Open Court at Sandpoint, Idaho, this 29th day of July, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

6917

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6445, MERLE FARRIS, Plaintiff, vs. ELIZABETH FARRIS, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 29th *day of* July, *194*9.

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

LOEDA PETERSON,

Plaintiff,

-vs-

LEONARD LAVELL PETERSON,

Defendant.

(Copy)

DECREE

This cause came on regularly to be heard and tried before the Honorable Henry S. Martin, Judge of the above-entitled Court, in Chambers, at Idaho Falls, Bonneville County, State of Idaho, on the 17th day of June, 1949; the plaintiff appearing in person, and W. K. Naylor appearing as counsel for the plaintiff, and the defendant appearing not, either in person or by counsel, whereupon the plaintiff was duly and regularly sworn and examined and testified for and in her own behalf, and thereupon one May Holverson, witness for the plaintiff, was duly and regularly sworn and examined and testified for and in behalf of the plaintiff, and thereupon the plaintiff rested, and no proof whatsoever having been submitted for or in behalf of the defendant, this cause was thereupon submitted to the Court for its decision upon the evidence submitted for and in behalf of the plaintiff, and the Court, being fully advised in the premises now finds as follows:

That the above-named defendant has been duly and regularly served with a true copy of the Summons issued out of the above-entitled Court in the within cause, together with, and attached to, a true copy of plaintiff's Complaint on file herein; that the said defendant failed to appear or plead to plaintiff's said Complaint within the time allowed by law, or at all, and that the default of the said defendant has been duly and regularly entered herein according to law; that this Court has jurisdiction of the person of the above-named plaintiff and of the person of

the above-named defendant, and of the subject matter of this action; that the allegations of plaintiff's said Complaint have been established by sufficient and competent evidence free and clear from all legal objections and that the plaintiff is entitled to a Decree of divorce as prayed for in her said Complaint filed herein; that the plaintiff is a fit and proper person to have the care, custody and control of the minor child of plaintiff and defendant.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore and now existing between the plaintiff, Loeda Peterson, and the defendant, Leonard LaVell Peterson, be, and the same are hereby absolutely dissolved, set aside and held for naught, and that plaintiff and defendant are both hereby restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff shall have, and she is hereby awarded and decreed the care, custody and control of Colleen Peterson, minor child of plaintiff and defendant, and that the defendant shall have the right to see and visit said minor child at reasonable times and places and under reasonable circumstances.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant shall pay to the plaintiff for the support and maintenance of said minor child of plaintiff and defendant, the sum of $15.00 per month, commencing during the month of July, 1949, and continuing each and every month thereafter until said minor child becomes of age, or until the further order of the Court in the premises.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the former name of the plaintiff, to-wit, Loeda Winder, be, and the same is hereby restored to the plaintiff.

Done and dated in chambers at Idaho Falls, Idaho, this 17th day of June, A. D. 1949.

Henry S. Martin
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

6918

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree in case #7374, entitled Loeda Peterson, Plaintiff vs. Leonard LaVell Peterson, Defendant,

Recorded in Book 15 of Judgments, page 375.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 4th day of August, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

AALTJE M. LINDSEY, Plaintiff, vs. PAUL D. LINDSEY, Defendant.	MODIFIED DECREE

On reading and filing the written Stipulation, dated July 1st, 1949, signed by the parties to the within action, providing for the modification of the Decree on file in this action, and it appearing that said Stipulation and the terms thereof are fair and proper, and that said Decree rendered and entered in the within action on the 24th day of December, 1948, should be amended and modified to conform to said Stipulation and the terms thereof.

NOW, THEREFORE, IT IS HEREBY ORDERED, that said divorce decree shall be, and the same is hereby modified and amended to read and provided as follows:

I

Paragraph II thereof shall be, and the same is hereby amended to read as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the above named plaintiff, be, and she is hereby awarded the sole care, custody and control of Linda Sue, a minor daughter of plaintiff and defendant, age three years, and defendant shall have the right to visit said minor child at all reasonable times and places.

II

That said Decree be modified and amended by vacating, annulling, setting aside and striking paragraph III of said divorce decree, which reads as follows:

"IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that defendant may live in the home of plaintiff and defendant, located at 199 Longfellow Street, Idaho Falls, Idaho, more particularly described as follows:

'Lots One (1) and Two (2) in Block Two (2) of Dwight's Addition to the City of Idaho Falls, Idaho,'

until said minor child reaches the age of eighteen years, and it is further ordered that defendant shall assume and pay all obligations against said property as soon as possible, and that as soon as said obligations are paid, it is further ordered that both plaintiff and defendant shall deed and transfer all their right, title and interest in said property to said Linda Sue, as her sole and separate property."

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that said paragraph III of said divorce decree, above quoted, be, and the same is hereby vacated, annulled, set aside and stricken from said divorce decree.

III

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff and defendant do not own, nor have either of them ever owned, or ever had any interest in and to Lots One (1) and Two (2) in Block Two (2) of Dwight's Addition to the City of Idaho Falls, Idaho.

IV

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that all the other provisions contained in said divorce decree shall be, and remain in full force and effect.

Dated at Idaho Falls, Idaho, this 1st day of July, 1949.

Henry S. Martin
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

6919

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Modified Decree in Case #7300, entitled Aaltje M. Lindsey, Plaintiff vs. Paul D. Lindsey, Defendant

Recorded in Book 15 of Judgments, page 373,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 4th day of August, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILL.

- - -

VERA HALL,

Plaintiff,

-vs-

ROY D. HALL,

Defendant.

DECREE

- - -

The above entitled cause coming on regularly to be heard and tried before the Honorable Henry S. Martin, District Judge, at Chambers at Idaho Falls, County of Bonneville, State of Idaho, on the 1st day of July, 1949, the plaintiff appearing in person and by one of her attorneys, Errol H. Hillman, and the defendant appearing not, either in person or by attorney, and it appearing that the above named defendant has been duly and regularly served with process herein, and that he has filed herein an appearance submitting himself to the jurisdiction of this Court, and has refused to plead further in said cause, and has consented to an immediate hearing of this case without further notice to him, either in term time or vacation, in open Court or in Chambers, and has waived the making of findings of fact and conclusions of law herein, and has consented that default be entered against him, and the default of the said defendant having been duly and regularly entered herein, and the parties hereto having entered into a Stipulation with respect to the settlement of their property rights, the custody of their minor children, and the payment of support money for said children, and it appearing to the Judge that said Stipulation is in all respects fair, just and equitable, and the Judge having heard the evidence, and the matter having been submitted, and it

appearing that all of the allegations contained in the plaintiff's complaint are true, and that the plaintiff is entitled to the custody of said minor children and to a divorce on the ground of extreme cruelty, and the Judge being fully advised in the premises:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. That the bonds of matrimony existing between the plaintiff, Vera Hall, and the defendant, Roy D. Hall, be, and they are hereby dissolved, and each restored to the status of a single person.

2. That the plaintiff, Vera Hall, shall have the sole care, custody and control of the minor children, John Michael Hall and Michele Elaine Hall excepting from the 15th day of July to the 1st day of September, 1949, and from the 15th day of June, until the 1st day of September of each year, commencing with the year 1950, until further Order of this Court. Provided, however, that the defendant, Roy D. Hall, shall have the right to visit said children at all reasonable times and places, and provided further that the plaintiff shall not remove said children or either of them from the State of Idaho, without further Order of the Court, except that she may take said children or either of them out of the State of Idaho for temporary visits not to exceed a period of one month per year.

3. That the defendant, Roy D. Hall, shall have the sole care, custody and control of said minor children from the 15th day of July, 1949 to the 1st day of September, 1949, and from the 15th day of June until the first day of September each year, commencing with the year 1950, provided, however, that the plaintiff shall have the right to visit said minor children at all reasonable times and places.

4. That the defendant, Roy D. Hall, shall pay to the Clerk of the District Court in and for the County of Bonneville,

the sum of $50.00 each month for the support, maintenance and education of the minor child, John Michael Hall, while he is in plaintiff's custody and the further sum of $50.00 each month for the support, maintenance and education of the minor child, Michele Elaine Hall, while she is in plaintiff's custody said payments to commence with the 1st day of July, 1949, and being payable on the 1st day of each and every calendar month thereafter, until said children respectively shall reach the age of majority, or until further Order of this Court.

5. That one electric stove, 1 Westinghouse refrigerator, 1 coffee table, 1 antique table, 2-piece living room set, consisting of 1 chair and 1 davenport, 1 swing rocker, 1 wardrobe chest, 1 bunk bed, 1 table radio, 1 electric iron, dishes, linen, silverware, and canned fruit and vegetables be, and the same is hereby, awarded and decreed to the plaintiff, Vera Hall, as her sole and separate property and for her sole and separate use and benefit.

6. That one 1940 Chevrolet automobile, 1 1937 Studebaker pick-up, together with all other community property of the parties hereto, of whatsoever nature, excepting only the property herein awarded and decreed to the plaintiff, be, and the same hereby is, awarded and decreed to the defendant, Roy D. Hall, as his sole and separate property and for his sole and separate use and benefit.

7. That the defendant shall pay to Errol H. Hillman, one of the attorneys for the above named plaintiff, the sum of $73.40, forthwith, as and for her costs of suit and attorneys' fees herein.

Dated this 1st day of July, 1949.

HENRY S. MARTIN
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

6920

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree is Case #7412, entitled Vera Hall, Plaintiff, vs. Roy D. Hall, Defendant

Recorded in Book 15 of Judgments, page 365,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 4th day of August, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

NONA HALES Plaintiff, vs. LLOYD L. HALES Defendant.	)	D E C R E E

This cause came on regularly for trial before the Honorable Henry S. Martin, District Judge, at Chambers, at Idaho Falls, Bonneville County, Idaho, on the 1st day of July, 1949, Holden & Holden appearing for and in behalf and as the attorneys of record of the above named plaintiff, and no one appearing for or in behalf of the above named defendant; whereupon the plaintiff was duly and regularly sworn and examined, and testified for and in her own behalf, and thereupon Louisa Bee was duly and regularly sworn and examined, and testified for and in behalf of the above named plaintiff, and thereupon the above named plaintiff rested, and the above named defendant having submitted no proof for or in his own behalf, this cause was thereupon submitted to the Court for its decision, upon the testimony and documentary evidence submitted for and in behalf of the above named plaintiff, and the Court being fully advised in the premises now finds as follows:

I

That the above named defendant has been duly and regularly served with a true copy of the Summons issued out of said Court, in said cause, attached to which was a true copy of the Complaint filed herein, as provided by law; that the defendant failed to appear or answer, or otherwise plead to said plaintiff's Complaint on file herein, either in person or by his attorney, within the time required by law, or at all; that the time for answering having expired, the default of said defendant has been duly and regularly entered according to law; that the said defendant is not in the military service of

the United States, nor in any branch of service thereof; that this Court has jurisdiction of the subject matter of this action, and of the person of the above named plaintiff, and of the person of the above named defendant, and of the three minor children of plaintiff and defendant, namely: Jerald Ray Hales, a son, age three years; Rodney Lynn Hales, a son, age two years; and Tonya Lee Hales, a daughter, age six months; that all the allegations of plaintiff's Complaint on file herein are true; that plaintiff is a fit and proper person to be awarded the care, custody and control of minor children of plaintiff and defendant; that the plaintiff is entitled to a Decree of divorce as prayed for in her Complaint filed herein.

NOW THEREFORE, on motion of Holden & Holden, the attorneys of record of the above named plaintiff:

I

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Nona Hales, and the above named defendant, Lloyd L. Hales, be, and the same is hereby forever dissolved, set aside and held for naught, and that the plaintiff and defendant, and each of them, be, and they are hereby forever absolutely released from all the obligations thereof.

II

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the above named plaintiff, Nona Hales, be, and she is hereby awarded the care, custody and control of the three minor children of plaintiff and defendant, namely: Jerald Ray Hales, a son, age three years; Rodney Lynn Hales, a son, age two years; and Tonya Lee Hales, a daughter, age six months.

III

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the defendant, Lloyd L. Hales, shall pay to the plaintiff, Nona Hales, the sum of Thirty Dollars ($30.00) per month, each and every month, commencing with the 1st day of July, 1949, as and

for the support, maintenance and education of the minor child, Jerald Ray Hales; together with the further sum of Thirty Dollars ($30.00) per month, each and every month, commencing with the 1st day of July, 1949, as and for the support, maintenance and education of the minor child, Rodney Lynn Hales; together with the further sum of Thirty Dollars ($30.00) per month, each and every month, commencing with the 1st day of July, 1949, as and for the support, maintenance and education of the minor child, Tonya Lee Hales, and the aforesaid payments for each child shall continue until each child shall have reached the age of majority.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that plaintiff have judgment against the defendant for the sum of One Hundred Dollars ($100.00), lawful money of the United States, as and for plaintiff's attorneys' fees herein, and that execution issue thereon.

Dated this 1st day of July, 1949.

Henry S. Martin
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

6921

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree in Case # 7408, entitled Nona Hales, Plaintiff, vs. Lloyd L. Hales, Defendant,

Recorded in Book 15 of Judgments, page 361,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 4th day of August, 1949.

By Blanche Stewart
Deputy

Jack A. Packer
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

MYRNA HALE,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
DICK C. HALE,)
Defendant.)

- - - - - - - - - - - - - - - - -

This cause came on regularly for trial, in chambers, at Idaho Falls, Idaho, on this 8th. day of July, 1949, John Ferebauer appearing as counsel for plaintiff and no one appearing for or on behalf of the defendant; whereupon, plaintiff was duly and regularly sworn and examined and testified for and in her own behalf and thereupon Geneva Stone was duly and regularly sworn and testified for and in behalf of the above named plaintiff and thereupon the plaintiff rested, and the defendant having submitted no proof whatever for or in his behalf, this cause was thereupon submitted for and in behalf of the plaintiff, and the court, being fully advised in the premises, now finds as follows:

That the above named defendant has been duly and regularly served with a true copy of the summons issued out of the above entitled court in the within cause, attached to which was a true copy of the complaint filed herein; that the defendant has entered his appearance in the within cause and has refused to demur, answer or plead further and has waived additional time in which to plead further and has consented that default be entered against him; that the default of the said defendant has been duly and regularly entered according to law; that the defendant has waived all rights of exemption that may accrue to him under and by virtue of Section 101 (1) of the Act of Congress approved October 17, 1940, and cited as the Soldiers' and Sailors' Relief Act of 1940, or in any other Act of Congress, or of the State Legislature, duly adopted and approved.

NOW, THEREFORE, on motion of John Ferebauer, the attorney of record for the above named plaintiff,

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED that the marriage heretofore and now existing between the above named plaintiff, Myrna Hale, and the above named defendant, Dick C. Hale, be, and the same hereby is, forever dissolved, set aside and held for naught, and that the plaintiff and defendant, and each of them, be, and they hereby are, restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff's maiden name, to-wit: Myrna Stone, be, and the same is hereby restored to her.

Dated at Idaho Falls, Idaho, this 8th. day of July, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

6922

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7396, entitled Myrna Hale, Plaintiff, vs. Dick C. Hale, Defendant,

Book 15 of Judgments, page 378

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 4th day of August, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

X

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

STARLIE BLAKE NELSON, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
JOSEPH T. NELSON, Defendant.	)	

The above-entitled cause came on for hearing this 15th day of July, 1949, the plaintiff appearing with counsel, John M. Sharp and her witness. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has failed to plead thereto; that the default of the defendant has been duly entered and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of extreme cruelty.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Starlie Blake Nelson, and the above-named defendant, Joseph T. Nelson, be, and the same hereby is, forever dissolved, set aside and held for naught.

II.

That the following community property of plaintiff and defendant: One cabinet radio, miscellaneous household items including dishes, silverware, cooking utensils, linen and bedding be awarded to the plaintiff as her sole and separate property.

III.

That the minor child of plaintiff and defendant, namely, Joseph Michael Nelson, be awarded to the plaintiff subject to the rights of the defendant to visit said minor child at all reasonable times and places.

IV.

That the defendant be required to pay to the plaintiff for the support, maintenance and education of the said minor child of plaintiff and defendant the sum of $50.00 per month payable on the first day of August, 1949, and the first day of each succeeding month until said child reaches the age of majority.

V.

That the defendant be required to pay court costs of this action in the amount of $20.00 and attorney's fees in the amount of $75.00.

DATED AT IDAHO FALLS, IDAHO, this 15th day of July, 1949.

HENRY S. MARTIN

DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7430, entitled Starlie Blake Nelson, Plaintiff, vs. Joseph T. Nelson, Defendant

Recorded in Book 15 of Judgments, page 388.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of August, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

FAY SPARKS,

Plaintiff,

vs

KELLEY SPARKS,

Defendant.

JUDGMENT

The above-entitled action came on for hearing before the undersigned Judge of said District Court, at Chambers of the Court, at Idaho Falls, Bonneville County, Idaho, this 15th day of July, 1949, Albaugh Bloem & Hillman appearing as attorneys for the plaintiff, and no appearance being made by or for the defendant, and it appearing that due service of the Summons in said cause has been made and had upon the defendant, with a copy of the complaint in said action attached to the copy of said Summons served upon the defendant, that the time allowed by law for answering said complaint has expired, and that no answer, demurrer or other appearance has been made by or for the defendant, and that the default of the defendant in the premises has been duly entered by the Clerk of this Court, and that an affidavit of the non-military or naval service of the defendant has been made and filed herein, upon which affidavit the Court hereby orders that said cause may proceed against the defendant by default, whereupon evidence was adduced by the plaintiff in support of the complaint in said cause, and upon due consideration thereof, the court finds that the allegations of said complaint are fully sustained by the evidence, and that plaintiff is entitled to the relief prayed for in said complaint.

It is therefore, ORDERED, ADJUDGED and DECREED, as follows:

1. That the bonds of matrimony existing between the plaintiff and the defendant be, and the same hereby are, dissolved, and each of the parties is hereby restored to the status of a single person.

2. That the defendant has heretofore paid to the plaintiff all of her attorney's fees and court costs herein, and the defendant is hereby released from any and all liability to the plaintiff of every nature and description.

Dated July 15th, 1949.

HENRY S. MARTIN
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bonneville, } ss.

6924

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Judgment in case # 7423, entitled Fay Sparks, Plaintiff vs. Kelley Sparks, Defendant

Recorded in Book 15 of Judgments, page 386

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of August, 1949.

By Blanche Stewart
Deputy

Jack A. Tacker
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

J. W. PARKS,

Plaintiff,

vs. JUDGMENT

JEAN PARKS,

Defendant.

The above-entitled cause came on for hearing before the undersigned Judge of said District Court, at Chambers of the Court, at Idaho Falls, Bonneville County, Idaho, this 15th day of July, 1949, Albaugh, Bloem & Hillman appearing as attorneys for the plaintiff, and no appearance being made by or for the defendant, it appearing that the defendant has appeared in said cause by stipulation on file herein, under the terms and provisions of which stipulation the defendant, among other things, admitted that she has been served with a true copy of the summons issued out of this Court in said cause, attached to which was a true copy of the complaint filed herein, and the defendant entered her general appearance in said cause, submitted to the jurisdiction of the Court herein, refused to demur, answer, or plead further, waived additional time in which to plead further, consented that said cause might be heard at any time without further notice, waived the making of findings of fact and conclusions of law herein, and denied the allegations of said complaint; and it further appearing that the default of the defendant in said cause has been duly entered according to law, whereupon the Court proceeded to hear the evidence adduced in support of plaintiff's complaint, and after due consideration thereof and of the files and records of said cause, the Court finds that the allegations of plaintiff's complaint are fully sustained by the evidence, and

that plaintiff is entitled to the relief demanded in said complaint, subject, however, to the terms and conditions of said stipulation as to the community and separate property rights of the parties, which stipulation the court adopts and approves as being just and equitable with respect to the circumstances of the parties.

It is therefore, ORDERED, ADJUDGED and DECREED, as follows:

1. That the bonds of matrimony existing between the plaintiff and the defendant are hereby dissolved, and the parties are restored to the status of single persons.

2. That the plaintiff, J. W. Parks, have as his sole and separate property and for his sole and separate use and benefit, from the community property of the parties, one davenport and a kitchenette set, but he shall assume and pay the unpaid balance of the purchase price thereof.

3. That the defendant, Jean Parks, have as her sole and separate property and for her sole and separate use and benefit, from the community property of the parties, all other household goods and furniture, including a small electric range and sewing machine, but she shall assume and pay the unpaid balance of the purchase price thereof.

4. That the plaintiff have and keep as his separate property all other property formerly owned by him as separate property, referring particularly to the South Half of Lots 42, 43 and 44 of Block 27 of Capital Hill Addition to Idaho Falls, Idaho.

5. That the defendant have restored to her her maiden name of Jean Hammer.

Dated July 15th, 1949.

HENRY S. MARTIN
District Judge.

6925

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Judgment in Case # 7421, entitled J. W. Parks, Plaintiff, vs. Jean Parks, Defendant.

Recorded in Book 15 of Judgments, page 393

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of August, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

HENDRICKA BANGERTER, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
KEITH BANGERTER, Defendant.	)	

The above-entitled cause came on for hearing this 15th day of July, 1949, the plaintiff appearing with counsel, John M. Sharp and her witness. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has failed to plead thereto; that the default of the defendant has been duly entered and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of extreme cruelty;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Hendricka Bangerter, and the above-named defendant, Keith Bangerter, be, and the same hereby is, forever dissolved, set aside and held for naught.

II.

That the care, custody and control of Floyd V. Bangerter, the minor child of plaintiff and defendant, be awarded to the plaintiff.

DATED this 15th day of July, 1949.

HENRY S. MARTIN
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

6926

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7406, entitled Hendricka Bangerter, Plaintiff, vs. Keith Bangerter, Defendant,

Recorded in Book 15 of Judgments, page 391,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of August, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

WINIFRED J. WHEELER, Plaintiff, vs. HARRY V. WHEELER, Defendant.	D E C R E E

This cause came on regularly for trial at Chambers at Idaho Falls, Bonneville County, Idaho, on the 15th day of July, A. D. 1949; Holden & Holden appearing for and in behalf and as the attorneys of record for the above named plaintiff, and no one appearing for or in behalf of the above named defendant, whereupon the plaintiff was duly and regularly sworn and examined and testified for and in her own behalf, and thereupon Richard H. Wheeler was duly sworn and examined and testified for and in behalf of the above named plaintiff, and thereupon the above named plaintiff rested, and the above named defendant, having submitted no proof for or in his own behalf, this cause was thereupon submitted to the Court for its decision upon the testimony and documentary evidence submitted for and in behalf of the above named plaintiff, and the Court being fully advised in the premises, now finds as follows:

I

That the above named defendant has been duly and regularly served with a true copy of the Summons issued out of said Court, in said cause, attached to which was a true copy of the Complaint filed herein; that the defendant failed to appear or answer or otherwise plead to said plaintiff's Complaint on file herein, either in person or by counsel, within the time required by law, or at all; that the time for answer having expired, the default of the defendant

has been duly and regularly entered according to law; that the said defendant is not in the military service of the United States or of its allies; that plaintiff and defendant intermarried at Idaho Falls, Bonneville County, Idaho, on or about the 19th day of August, 1926, and that ever since said date have been and now are husband and wife; that two children have been born the issue of said marriage, whose names and ages are as follows: Richard Harry Wheeler, a son, age twenty-one years, and Peggy Ann Wheeler, a daughter, age seventeen years; that the plaintiff is a fit and proper person to have the care, custody and control of said minor daughter, of plaintiff and defendant, Peggy Ann Wheeler, age seventeen years; that there are no property rights to be adjudicated in this action; that the defendant is regularly employed by the Union Pacific Railroad Company at a monthly wage in excess of $300.00, and is able to pay to the plaintiff the sum of $40.00 per month for the support of said minor daughter, Peggy Ann Wheeler; that the plaintiff is in indigent circumstances and is wholly dependent upon her own labor and the charity of her friends and relatives for support, and is entitled to the sum of $25.00 per month from the defendant as and for permanent alimony; that the defendant is able to pay plaintiff's attorney's a reasonable attorneys' fee for the prosecution of this action; that this Court has jurisdiction of the subject matter of this action, and of the person of the above named plaintiff, and of the person of the above named defendant, and of the person of the above named Peggy Ann Wheeler, minor daughter of the plaintiff and defendant; that all the allegations of plaintiff's Complaint are true; that the plaintiff is entitled to a Decree of divorce as prayed for in her Complaint filed herein.

NOW, THEREFORE, on motion of Holden & Holden, the attorneys of record of the above named plaintiff:

I

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Winifred J. Wheeler, and the above named defendant, Harry V. Wheeler, be, and the same is hereby forever dissolved, set aside and held for naught, and the plaintiff and defendant, and each of them, be, and they are hereby forever absolutely released from all the obligations thereof.

II

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the said plaintiff, Winifred J. Wheeler, be, and she is hereby awarded the care, custody and control of the minor daughter of plaintiff and defendant, Peggy Ann Wheeler, age seventeen years.

III

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant, Harry V. Wheeler, pay to the plaintiff, Winifred J. Wheeler, the sum of $40.00 per month, payable on the 1st day of August, 1949, and the first day of each and every month thereafter for the support of said minor daughter of plaintiff and defendant, Peggy Ann Wheeler, until said minor daughter reaches the age of majority.

IV

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant, Harry V. Wheeler, pay to the plaintiff, Winifred J. Wheeler, the sum of $35.00 per month, payable on the 1st day of August, 1949, and on the first day of each and every month thereafter as permanent alimony, and that such payments continue until further order of the Court.

V

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the said defendant, Harry V. Wheeler, pay to the plaintiff's attorneys, Holden & Holden, of Idaho Falls, Idaho, forthwith, the sum of $125.00,

lawful money of the United States for the prosecution of this action.

VI

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff, Winifred J. Wheeler, have judgment against the defendant, Harry V. Wheeler, for the sum of $ 16.40 , for plaintiff's costs and disbursements herein incurred.

Entered at Idaho Falls, Idaho, this 15th day of July, A. D. 1949.

Henry S. Martin
District Judge

STATE OF IDAHO, } ss.
County of Bonneville, }

6927

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case # 7142 entitled Winifred J. Wheeler, Plaintiff, vs. Harry V. Wheeler, Defendant

Recorded in Book 15 of Judgments, page 398

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 8th day of August, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

X

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

MAXINE GIALY,
Plaintiff,
-vs-
WILLIAM L. GIALY,
Defendant.

(COPY)

DECREE OF DIVORCE

This cause came on regularly to be heard before the Honorable Henry S. Martin, Judge of the above entitled Court, in Chambers, at Idaho Falls, Bonneville County, State of Idaho, on this 15th day of July, A. D. 1949; the plaintiff appearing in person, andW. K. Naylor, appearing as counsel for the plaintiff, and the defendant appearing not, either in person or by counsel, whereupon the plaintiff was duly and regularly sworn and examined and testified for and in her own behalf, and thereupon one Lucille Williams, witness for the plaintiff, was duly and regularly sworn and examined and testified for and in behalf of the plaintiff, and thereupon the plaintiff rested and no proof whatsoever having been submitted for or in behalf of the defendant, this cause was thereupon submitted to the Court for its decision upon the evidence submitted for and in behalf of the plaintiff, and the Court having considered the same, and being fully advised in the premises, now finds as follows:

That the above named defendant has been duly and regularly served with a true copy of the Summons issued out of the above entitled Court in the within cause, together with a true copy of plaintiff's Complaint on file herein and plaintiff's Amended Complaint on file herein, and that the said defendant has admitted in writing, on file herein, due and legal service of said Summons,

Complaint and Amended Complaint, and has entered his appearance in this action and has submitted himself to the jurisdiction of this Court, in this cause, and has refused to plead in this action and has waived additional time in which to plead herein and has consented that default be entered against him and to an immediate hearing of this cause without further notice, either in term time, or vacation, in open Court, or in chambers; that the said defendant failed to appear or plead to plaintiff's said Complaint or Amended Complaint and that the default of the said defendant has been duly and regularly entered herein according to law; that this Court has jurisdiction of the person of the above named plaintiff, and of the person of the above named defendant, and of the subject matter of this action; that the allegations of plaintiff's said Amended Complaint have been established by sufficient and competent evidence, free and clear from legal objections and that the said plaintiff is entitled to a Decree of divorce as prayed for in her said Amended Complaint on file herein; that one child has been born and is now living as the issue of the marriage of the plaintiff and defendant and that the said plaintiff is a fit and proper person to have the care, custody and control of said minor child; that there are no property rights to be adjudicated in or by this action.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore and now existing between the plaintiff, Maxine Gialy, and the defendant, William L. Gialy, be, and the same are hereby absolutely dissolved, set aside and held for naught and that they be, and they hereby are, each and both restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of Terry Erma Lee Gialy, minor child

of plaintiff and defendant, be, and the same is hereby awarded and decreed to the plaintiff, subject to the further order of the Court.

Done and dated in chambers at Idaho Falls, Idaho, this 15th day of July, 1949.

Henry S. Martin
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

6928

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case # 7339, entitled Maxine Gialy, Plaintiff, vs. William L. Gialy, Defendant

Recorded in Book 15 of Judgments, page 381

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 8th day of August, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

DORTHA O. STOCKS,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
DAHL W. STOCKS,)
Defendant.)

- - - - - - - - - - - - - - - - - -

The above entitled cause came on for hearing this 15th. day of July, 1949, the plaintiff appearing with counsel, John Forebauer, and her witness Norma Denney. The defendant did not appear, either in person or by counsel; and it appearing to the Court that the defendant was duly served by publication and has failed to plead thereto; that the default of the defendant has been duly entered and the affidavit of non-military service duly filed; the plaintiff having submitted proofs touching the allegations of the complaint, and the Court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a decree of divorce on the ground of extreme cruelty;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That the bonds of matrimony heretofore existing by and between the plaintiff, Dortha O. Stocks, and the defendant, Dahl W. Stocks, be dissolved absolutely, and that each party is hereby freed from the other and placed in the status of single persons.

2. That the care, custody, control and education of the minor children of plaintiff and defendant, namely, Allen Stocks and Gary Stocks, be, and the same is hereby awarded to the plaintiff, Dortha O. Stocks.

3. That the community property of plaintiff and defendant, consisting of one Traveleer house-trailer, serial No. 1412, stock No. 1095, be, and the same is hereby awarded to the plaintiff, Dortha O. Stocks.

Made, dated and entered at Idaho Falls, Idaho, this 15th. day of July, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, } ss.
County of Bonneville, }

6929

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7367 entitled Dortha O. Stocks, Plaintiff, vs. Dahl W. Stocks, Defendant

Recorded in Book 15 of Judgments, page 384

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 8th day of August, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

VERLA DARLENE PHELPS,

Plaintiff,

vs

JUDGMENT

LYNN ELLSWORTH PHELPS,

Defendant.

The above-entitled cause came on for hearing before the undersigned Judge of said District Court, at Chambers of the Court, at Idaho Falls, Bonneville County, Idaho, this 21st day of July, 1949, Albaugh, Bloem & Hillman appearing as attorneys for the plaintiff, and no appearance being made by or for the defendant, it appearing that the defendant has appeared in said cause by stipulation on file herein, under the terms and provisions of which stipulation the defendant, among other things, admitted that he has been served with a true copy of the summons issued out of this Court in said cause, attached to which was a true copy of the complaint filed herein, and entered his general appearance in said cause, submitted to the jurisdiction of the Court herein, refused to demur, answer, or plead further, waived additional time in which to plead further, consented that said cause might be heard at any time without further notice, waived the making of findings of fact and conclusions of law herein, and denied the allegations of said complaint; and it further appearing that the default of the defendant in said cause has been duly entered according to law, whereupon the Court proceeded to hear the evidence adduced in support of plaintiff's complaint, and after due consideration thereof and of the files and records of said cause, the Court finds that the allegations of plaintiff's complaint are fully sustained by the evidence, and

that plaintiff is entitled to the relief demanded in said complaint, subject, however, to the terms and conditions of said stipulation as to the community and separate property rights of the parties, which stipulation the court adopts and approves as being just and equitable with respect to the circumstances of the parties.

It is therefore, ORDERED, ADJUDGED and DECREED, as follows:

1. That the bonds of matrimony existing between the plaintiff and the defendant be, and the same hereby are, dissolved, and the parties are restored to the status of single persons.

2. That the defendant, Lynn Ellsworth Phelps, have as his sole and separate property, and for his sole and separate use and benefit, one 1936 Ford Coupe automobile.

3. That the plaintiff, Verla Darlene Phelps, have as her sole and separate property, and for her sole and separate use and benefit, all of the household goods and furniture owned by the parties to this action.

4. That the plaintiff shall pay the doctor bill owing to Dr. C. C. Erickson in the amount of approximately $150.00, and the grocery bill to Wallace Hoffman in the amount of aporoximately $50.00, and that the defendant shall pay all other obligations owing by the parties to this action.

5. That the plaintiff have restored to her her maiden name of Verla Darlene Webster.

6. That the defendant shall forthwith pay to the plaintiff the sum of $115.00 as and for plaintiff's attorney fees and court costs herein.

Dated this 21st ~~15th~~ day of July, 1949.

Henry S Martin
DISTRICT JUDGE

STATE OF IDAHO, } ss.
County of Bonneville, }

6930

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Judgment in Case # 7417 entitled Verla Darlene Phelps, Plaintiff, vs. Lynn Ellsworth Phelps, Defendant

Recorded in Book 15 of Judgments, page 396

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 8th day of August, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

- - - -

MARSHALL WATERS,)
Plaintiff,)
-vs-) JUDGMENT
ROMA WATERS,)
Defendant.)

- - - -

The above entitled cause came on before the Court for final hearing at Chambers of the Court at Idaho Falls, Idaho, this 29th day of July, 1949, Albaugh, Bloem & Hillman appearing as attorneys for the plaintiff, and no appearance being made by or for the defendant, it appearing that the defendant has appeared in said action under and pursuant to a stipulation entered into by the parties, in which stipulation the defendant acknowledged service of the summons in said action by receipt of a true copy thereof attached to which was a copy of the complaint in said cause, acknowledged the jurisdiction of the Court herein and made a general appearance in said cause, refused to demur, answer or plead further in said cause, consented that default might be entered against her, and said cause heard at any time, without notice, and waived the making of findings of fact and conclusions of law herein.

Evidence was submitted by plaintiff in support of the allegations of plaintiff's complaint, and after duly considering the same and the files and records of this action, the Court finds that the allegations of said complaint are sustained by the evidence herein, and that plaintiff is entitled to the Judgment of this Court for the relief demanded in said complaint, it further appearing that the parties to said cause

have entered into a certain property settlement agreement under date the 21st day of May, 1949, by which the parties have divided and settled their community and separate property rights, including the question of the maintenance of the parties in the future, and the support, custody and maintenance of the minor child of the parties, Walter R. Waters, which property settlement agreement the Court approves and adopts herein as being fair and equitable under the circumstances of the parties.

From the foregoing, it is hereby ADJUDGED and DECREED As follows:

1. That the bonds of matrimony heretofore existing between the parties be, and the same hereby are, dissolved, and the parties are each restored to the status of single persons.

2. That each party to this action is hereby released and absolved from any and all obligations and liabilities for the future acts and deeds of the other, and each of said parties are hereby released from any and all liabilities, debts, or obligations of any kind or character incurred by the other from and after the 21st day of May, 1949, and from any and all claims and demands, except as hereinafter provided, including all claims of either party upon the other for support and maintenance as wife or husband or otherwise.

3. That any and all property acquired by either of the parties hereto, from and after the 21st day of May, 1949, shall be the sole and separate property of the one who is acquiring the same.

4. That the defendant have as her sole and separate property and for her sole and separate use and benefit, the property set apart to her in said stipulation, to-wit:

(a) All the household furniture and furnishings situated in the dwelling house of the parties at number 152 Vine Street in the City of Hollister, County of San Benito, State of California.

(b) The real property situated at number 152 Vine Street, Hollister, California, heretofor conveyed by the plaintiff to the defendant.

(c) All moneys for or owed to the parties by the defendant's father.

(d) All U.S. Savings Bonds owned by the parties, situated in saving deposit box at bank in Hollister, California.

(e) The sum of $5,000.00 in cash, heretofor turned over to the defendant by the terms of said stipulation.

(f) One Chevrolet 5-passenger Coupe, now registered in the name of defendant.

5. That the plaintiff shall assign and transfer all of his right, title and interest in those certain life insurance policies upon the life of the plaintiff, issued by the New York Life Insurance Company on September 2, 1929, bearing serial numbers 10873611 and 10873612, in such a manner that the beneficiary thereunder shall be the minor child of the parties, Walter R. Waters, with the proceeds payable during the minority of said child to the defendant, as trustee for said child, and the plaintiff shall have no right to change the beneficiary of said policies until such time as said child shall become 21 years of age, after which time the plaintiff shall be considered as the sole owner of said policies, and shall have the right to deal with them as he may desire.

6. That the plaintiff have as his sole and separate property and for his sole and separate use and benefit, the following described property, to-wit:

(a) One Chrysler automobile now registered in his name.

(b) All farming implements heretofor owned by the parties, together with a saddle horse and feed for said horse.

(c) All cash in the bank, formerly belonging to the parties, over and above the sum of $5,000.00 heretofor turned over

to the defendant.

7. That the defendant shall have the sole care and custody of the minor child of the parties, subject to the right of the plaintiff to see and visit him, and be visited by him at all reasonable times, but the plaintiff shall have the right to take said child with him at reasonable times and intervals, provided, however, that he shall not take said child out of the State of California for more than 30 days during any calendar year, without first receiving the express written consent of the defendant thereto.

8. That the plaintiff shall pay to the defendant as and for the support and maintenance of said minor child, the sum of $50.00 per month, commencing as of the 21st day of May, 1949, and in addition thereto, the plaintiff shall pay all medical and dental bills which may be necessary for the proper care of said child, provided, however, that the amount herein adjudged for the support and care of said child shall be subject to such further Order as the Court may deem necessary or proper at any future time.

Dated this 29th day of July, 1949.

HENRY S. MARTIN
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

6931

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Judgment in Case # 7431, entitled Marshall Waters, Plaintiff, vs. Roma Waters, Defendant.

Recorded in Book 15 of Judgments, page 407.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 8th day of August, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BUTTE

JOHN A. ANDREASON,

Plaintiff

vs.

ALICE ANDREASON,

Defendant

DECREE OF DIVORCE

The above entitled cause coming on regularly to be heard in Chambers at Arco, in the County of Butte, State of Idaho, on the 15th day of July, 1949, with the plaintiff appearing in person and by his counsel, A. C. Dunn Esq., of Arco, Idaho; and it appearing that the defendant, Alice Andreason, has heretofore been duly served with summons, and the Clerk's default has been duly entered against said defendant for her failure to appear in said cause, and the plaintiff and his witness having been duly sworn and their testimony given in evidence; and it further satisfactorily appearing that said defendant is not now, nor at any time during the pendency of this cause has been, in the Military or Naval Service of the United States of America within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940, upon consideration of the Court, the Court finds that all of the allegations contained in plaintiff's complaint are true and established by the evidence adduced before the Court, and concludes that the plaintiff is entitled to the relief sought in the prayer of his complaint; now, therefore, upon motion of his attorney of record;

IT IS ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant, be and the same are hereby wholly, fully, and finally dissolved and held for naught, and said parties are hereby restored to the status of single persons.

AND IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the plaintiff, John A. Andreason, is the owner of, as his sole and separate property, those certain lands and premises situate, lying,

and being in Butte County, State of Idaho, and more particularly described as follows, to-wit:

> The Northeast Quarter of the Northeast Quarter (NE¼NE¼) in Section fifteen (15), Township four (4), North of Range twenty-seven (27), East of the Boise Meridian; the Northeast Quarter (NE¼) of Section fourteen (14), Township three (3), North of Range twenty-six (26), East of the Boise Meridian; Lot eight (8) in Block six (6), and Lots twelve (12), thirteen (13), and fourteen (14) in Block five (5), all in the Original Townsite of Arco, Idaho.

AND IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the defendant, Alice Andreason, is the owner of, as her sole and separate property, those certain lands and premises situate, lying, and being in Butte County, State of Idaho, and more particularly described as follows, to-wit:

> Lot one (1) in Block eighteen (18), Arco Original Townsite.

AND IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the name Alice Matthews be and the same is hereby restored to the defendant.

DATED, inChambers, at Arco, Butte County, State of Idaho, this 15th day of July, 1949.

/s/

District Judge.

STATE OF IDAHO)
(ss
County of Butte)

I, I. W. BOYER, the duly elected, qualified, and acting Clerk of the District Court in and for the County of Butte, State of Idaho, do hereby certify that the foregoing is a full, true, and correct copy of Decree of Divorce in the action John A. Andreason, Plaintiff, vs Alice Andreason, Defendant, now of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of July, 1949.

I. W. Boyer
Clerk of the District Court, Butte County, State of Idaho,

By Doris M. Noble
Deputy.

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COPY

6933

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
9:38 A.M. ..... P.M.
JUL 9 1949
S. S. FOOTE, CLERK
Joann Maley
DEPUTY

MARION STONE,

Plaintiff,

-vs-

EBEN E. STONE,

Defendant.

DECREE OF DIVORCE

This cause came on regularly for hearing this 5th day of July, 1949, plaintiff appearing in person and by her attorney of record, W. W. Wander, Esq., and the defendant appearing in person and by his attorney V. K. Jeppesen, Esq., and it appearing to the satisfaction of the Court that the defendant has been duly and regularly served with sommons by personal service within the State of Idaho, the Court then proceeded to hear the testimony and evidence introduced by the plaintiff in support of her cause of action on file herein, and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grievous mental suffering in and upon the person of the plaintiff, all without cause or provocation.

Now, Therefore, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of Matrimony now existing between the Plaintiff, Marion Stone, and the defendant Eben E. Stone, be, and the same is hereby dissolved, and the plaintiff be and she is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of Extreme Cruelty as prayed for in her complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons;

It is hereby further ORDERED, ADJUDGED and DECREED, That the property Separation agreement dated the 5th day of July, 1949 by and between Marion Stone and Eben E. Stone, a copy of which is hereto attached and Marked Exhibit "A", is approved and made a part of this decree;

It is hereby further ORDERED, ADJUDGED AND DECREED, That the Plaintiff have the Care, Custody, and Control of Jeannette

Stone and LeRoy Stone, minor children of the parties hereto, subject to reasonable rights of visitation on the part of the Defendant.

It is hereby further ORDERED, ADJUDGED and DECREED, That the defendant pay to the plaintiff the sum of Thirty ($30.00) Dollars, per month, for the Care, Support, Maintenance and Education of Jeannette Stone, said payments to commence on the 1st day of August, 1949, and to continue monthly thereafter until said child reaches the age of her majority or unless she sooner marries;

IT is hereby further ORDERED, ADJUDGED and DECREED, That the defendant pay to the plaintiff the sum of Thirty ($30.00) Dollars, per month, for the Care, Support, Maintenance and Education of LeRoy Stone, said payments to commence on the 1st day of August, 1949, and to continue monthly thereafter until said child reaches the age of his majority or unless he sooner marries.

Done in Open Court in Caldwell, Idaho, This 5th day of July, 1949.

Donald Anderson
District Judge, Pro Tempore

State of Idaho }
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
July 13, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By L. Powell
Deputy

Exhibit "A"

SEPARATION AGREEMENT

THIS AGREEMENT, Made and entered into this 5th day of July, 1949, by and between Marion Stone, party of the first part and sometimes designated as the wife, and Eben E. Stone, party of the second part and sometimes hereinafter designated as the husband, both of Nampa, Canyon County, Idaho, WITNESSETH: That

WHEREAS, the said party of the first part and party of the second part are wife and husband and have heretofore ceased to live together and are now living separate and apart from each other and are desirous of entering into a property settlement agreement by which their property rights will be settled and provided for and of providing for the care, custody, maintenance and support of the minor children of the parties hereto, and

WHEREAS, irreconcilable differences have arisen between said parties which render it impossible for them to live together as wife and husband and the wife has heretofore brought an action against the husband for divorce.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, it is hereby agreed by and between the parties hereto as follows, to-wit:

1. Neither of them, the husband or the wife, shall molest the other or compel or attempt to compel the other of them to cohabit or dwell with him or her by any proceedings or by any means whatsoever.

2. The husband does hereby sell, set over and transfer absolutely and unconditionally, and as the sole and separate property of the wife one (1) bedroom suite, one (1) Coronado washing machine, one (1) Coronado refrigerator and all other household goods and furnishings which were acquired by the parties hereto as community property, and the husband does hereby waive each and every right he may have in and to said property or any part thereof.

3. The wife does hereby sell, set over, transfer and assign unto the husband absolutely and unconditionally, as the sole and separate property of the husband, one (1) 1937 Ford Coupe, and the wife does hereby waive each and every interest and claim she has or may have in or to said property.

4. Each party shall be entitled to keep and maintain as his own separate property all articles of clothing or other strictly personal property belongings now in the possession of each party.

5. It is agreed that Jeannette Stone and LeRoy Stone, the minor children of the parties hereto shall be in the custody of the wife during their minority but that the husband shall have the right to visit and be visited by said minor children at all reasonable times and places.

6. The husband agrees to pay to the wife, for the care, maintenance, support and eduction of said minor children, the sum of $30.00 per month for each of said minor children during the time the wife has custody of them, or either of them.

7. Except as specifically provided herein, each party hereto hereby releases the other absolutely and unconditionally from any duties to support the other in any future time and each of said parties hereby releases the other from any and all liability of every kind whatsoever incurred by the other from and after March 1, 1948.

8. It is understood and agreed between the parties hereto that the husband has previously paid to the wife all of the wife's attorney's fees incurred in the divorce action abovementioned and that the husband shall not be required to pay any additional fees, costs or expenses connected therewith.

9. Henceforth neither party shall have any right whatsoever in the estate of the other, or in the property belonging to such estate, and neither party shall claim any interest of any kind whatsoever in and to the property hereinabove conveyed to the other party, and especially the wife does hereby accept the property hereinabove transferred to her in full and complete satisfaction of all future claims

by her for support, maintenance, or alimony.

10. Each party hereto agrees that upon the request of the other, he will make such conveyances or other instruments as shall be deemed necessary to carry into effect any of the agreements contained herein.

11. It is understood and agreed by and between the parties hereto that the foregoing is a full and complete and fair settlement of all the property rights of the parties hereto, and that this agreement is made by the parties hereto, after consulting with their respective attorneys.

12. Both parties to this agreement join in requesting the Court, before whom the above entitled action is pending, to approve and confirm this agreement as a settlement of all of the rights of the parties hereto upon the matters included herein and for each and every other purpose set forth in this agreement.

IN WITNESS WHEREOF The parties hereto have hereunto set their hands the day and year first above written.

Marion Stone
Party of the First Part

Eben E. Stone
Party of the Second Part

STATE OF IDAHO,)
) ss.
County of Canyon.)

On this 5th day of July, in the year 1949, before me, V. K. Jeppesen, a Notary Public in and for said State, personally appeared Eben E. Stone, known to me to be one of the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho, residing
at Nampa, Idaho.

STATE OF IDAHO,)
) ss.
County of Canyon.)

On this 5th day of July, in the year 1949, before me W W Wood a Notary Public in and for said state, personally appeared Marion Stone, known to me to be one of the persons whose names are subscribed to the foregoing instruement and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

W W Wood
Notary Public for Idaho, residing at Nampa, Idaho.

352097

6934

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

* * * *

FILED
11:21 A.M. ..... P.M.
JUL 11 1949
S. S. FOOTE, CLERK
Susan Talley
DEPUTY

MARIAN E. ROBINSON,

Plaintiff,

-vs-

HAROLD E. ROBINSON,

Defendant.

JUDGMENT

* * * *

The above matter came on regularly to be heard in the above entitled court, without a jury, upon the plaintiff's complaint, the plaintiff appearing in person by her attorney, Cleve Groome, the defendant having been duly and regularly served with summons and process herein and time having elapsed for his appearance and answering plaintiff's complaint and he appearing not either in person or by an attorney, as to the complaint and summons served upon him herein; and a proper non-military affidavit has been made and filed herein, and an order declaring that the defendant was not engaged in the military service of the United States, as defined by the Act of Congress, and a default having been entered against him, and evidence having been produced on the part of the plaintiff herein and the plaintiff having closed her case, and the court having duly considered the same and having arrived at his conclusions in the matter, from which it appears that the plaintiff is entitled to judgment as prayed for in her complaint upon the grounds of extreme cruelty; and the court waives the necessity of filing findings of fact and conclusions of law, but finds that the allegations of plaintiff's complaint are true; now, therefore, it is

ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and they are hereby, dissolved, and the plaintiff and defendant are absolutely divorced one from the other; and it is further

ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the care and custody and control of the minor child of the plaintiff and defendant, ~~Jack~~ Edward Robinson, is awarded to the plaintiff, provided that the said defendant may visit said child during reasonable hours in the daytime.

Done in open court this 11th day of July, 1949.

A. O. Sutton
District Judge.

State of Idaho
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.
DATED
July 11, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder
By ____ Deputy

FILED
JUL 11 1949
A.M. P.M.

352097
Melvin O. Robinson
vs.
Dorothy E. Robinson
Decree

352100

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

11:40

JUL 11 1949

Doran Daley

HAZEL H. GRIES,

Plaintiff,

VS

GAIL A. GRIES,

Defendant.

DECREE

This cause came on regularly for hearing the 11 day of July, 1949, before the court without a jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required by law to demur to, answer, or plead to said complaint has expired, and this his default for so failing to plead to said complaint within the time required by law has been duly and regularly entered herein, the Court proceeded with the trial of said cause.

Witnesses were called, sworn, and testified for and in behalf of the plaintiff and the case was submitted to the Court for final determination and decision, and the Court having found that the plaintiff and defendant were duly married at Caldwell, Idaho, on the 9th day of October, 1942; that there was born to this union three children, a daughter, Elsie Gaylene Gries, a son, Gary A. Gries, and a son, Gerald L. Gries; that the plaintiff has been for more than six weeks last past, a bona

fide resident of the State of Idaho, and that the defendant, disregarding the solemnity of his marriage vows, has caused the plaintiff much mental and physical suffering, pain, and anguish and is such as to constitute extreme cruelty as defined by the statutes of the State of Idaho.

The Court ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's complaint.

WHEREFORE, it is ORDERED, ADJUDGED, and DECREED, and this does ORDER, ADJUDGE, and DECREE, that the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same are hereby dissolved and the plaintiff and defendant are absolutely freed from all obligations thereof;

That there is awarded to the plaintiff, the full care, control, and custody of the said minor children, Elsie Gaylene Gries, Gary A. Gries, and Gerald L. Gries, subject to the right of visitation by the defendant at reasonable times and under reasonable conditions;

That there is awarded to the plaintiff the sum of $_____ per month for the support of said minor children, payable on the first day of each month, beginning _____, 1949.

That there is awarded to the plaintiff, as her sole and separate property the portion of the community property of the plaintiff and defendant consisting of the household furnishings.

That there is awarded to the defendant, as his sole and separate property the portion of the community property of the plaintiff and defendant consisting of one 1930 Model A Ford automobile.

Dated this 11 day of July, 1949.

A. O. Sutton
Judge of the District Court.

State of Idaho } ss
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.
DATED
July 11, 1949
S. Rowe Clerk of the District Court
and Ex Officio Recorder.
By Susan Maley Deputy

6936

352247

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

* * * * * * * * *

GLADYS ABEYTA,

Plaintiff,

-vs-

ALFRED ABEYTA,

Defendant.

FILED
9:30 A.M. ..... P.M.
JUL 18 1949
S. J. PODTA, CLERK
DEPUTY

DEGREE OF DIVORCE

* * * * * * * * *

THIS CAUSE Coming regularly on to be heard this 11th day of July, 1949, plaintiff appearing together with one of her attorneys, J. W. Galloway of Boise, Idaho, and defendant not appearing in person or otherwise; and it appearing to the court that summons in this cause has been served upon the defendant herein personally in Mesa County, Colorado, and that the time for making appearance has elapsed, and the defendant, Alfred Abeyta, has failed to appear, answer or plead to plaintiff's complaint herein within the time allowed by law; and it appearing to the court that the defendant is not in the military forces of the United States, and that default of the defendant was duly and regularly entered herein on the 11th day of July, 1949;

WHEREUPON, Evidence was introduced on behalf of the plaintiff and the cause submitted, whereupon, the court took the matter under advisement, and it appearing that all the material allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, On motion of J. W. Galloway, attorney for the plaintiff, and by virtue of the law and by reason of the premises aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the plaintiff shall have, and she is hereby granted, a divorce from the defendant, Alfred Abeyta, on grounds of extreme cruelty, and that the bonds of matrimony between the parties are hereby dissolved, and said parties, and each of them, are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That plaintiff shall have, and she is hereby granted, the care, custody and control of Barbara Jean, minor child of the parties, and that the defendant shall have the right to visit said minor child, and be visited by her, at reasonable times and places.

SIGNED AT Weiser, IDAHO this 15 day of July, 1949.

A. O. Sutton
DISTRICT JUDGE

State of Idaho)
County of Canyon) ss.

I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,

DATED

July 18, 1949

S. S. Foote Clerk of the District Court and Ex Officio Recorder.

By T. Powell, Deputy

352487

6937

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

* * * * * * * * *

FILED
10:55 A.M. P.M.
JUL 25 1949
CLERK

JERRY LA CELLE,

Plaintiff,

-vs-

SYLVIA MAY LA CELLE,

Defendant.

DECREE OF DIVORCE

* * * * * * * * * *

THIS CAUSE Coming regularly on to be heard this 25th day of July, 1949, plaintiff appearing together with his counsel, Earl E. Garrity of Nampa, Idaho, and defendant not appearing by counsel or otherwise; and it appearing to the Court that summons in this cause has been served upon the defendant personally in Canyon County, Idaho, and that the time for making appearance has elapsed, and the defendant, Sylvia May LaCelle, has failed to appear, answer or plead to plaintiff's complaint herein within the time allowed by law; and it appearing to the Court that the defendant is not in the military forces of the United States, and that default of the defendant was duly and regularly entered herein on the 25th day of July, 1949;

WHEREUPON, Evidence was introduced on behalf of the plaintiff and the cause submitted, whereupon, the Court took the matter under advisement, and it appearing that the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, On motion of Earl E. Garrity, attorney for the plaintiff, and by virtue of the law and by reason of the premises, aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That plaintiff shall have, and he is hereby granted, a divorce from the defendant on grounds of extreme cruelty, and that the bonds of matrimony between plaintiff and defendant are hereby dissolved, and said parties, and each of them, are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the care, custody and control of Jerry Elmer, Roger Ward and Gareth Fredrick, minor children of the parties, is hereby awarded to the plaintiff herein, and that the defendant, Sylvia May LaCelle, shall have the right to visit said minor children, and be visited by them, at reasonable times and places.

Done in open court this 25th day of July, 1949, at Caldwell, Idaho.

A. O. Sutton
DISTRICT JUDGE

State of Idaho } ss.
County of Canyon }
I hereby certify the foregoing instrument is a true and correct copy of the original as the same appears of record.
DATED
July 25, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By Deputy

4

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
11:05 A.M. P.M.
JUL 25 1949
Jessie Maley

BETTIE JANE SUTTON,

Plaintiff,

-vs-

RICHARD SUTTON,

Defendant.

DECREE OF DIVORCE

This cause coming on regularly for hearing this 25th day of July, 1949, on the Complaint of the plaintiff taken as confessed by the defendant, whose default for not answering has been duly entered in said cause this day.

It appearing to this Court that the said defendant, Richard Sutton, has been duly and regularly served with Summons in the above entitled cause according to law, and that more than twenty (20) days have elapsed since said service.

Witnesses were duly sworn and examined on behalf of the plaintiff and the evidence being closed, the case was submitted to the Court for its decision and after due deliberation the Court finds:

That the plaintiff has filed her affidavit as provided under the Soliders' and Sailors' Civil Relief Act of 1940, in which plaintiff states that the defendant, Richard Sutton, is not in the Military Service of the United States, as defined by Section 101 (1) of the Act of Congress approved October 17, 1940; that pursuant to said affidavit, an Order allowing default was entered by the Court herein ordering that in case of proper service, default judgment be entered against the said defendant, Richard Sutton.

That all of the allegations contained in plaintiff's Complaint are true and supported by evidence; that the plaintiff and defendant intermarried at Grants Pass, County of Josephine, State of Oregon, on or about February 24, 1945, and ever since said time have been and now are husband and wife.

That plaintiff is now and has been for more than six months last past preceding the commencement of this action a resident of the State of Idaho.

That there is one child the issue of the marriage of the plaintiff and defendant, to-wit: Richard Sutton, Jr., age one (1) year.

That there is no community property of the plaintiff and defendant.

That the Court finds that the defendant has been guilty of Extreme cruelty and habitual intemperance as more particularly set forth in plaintiff's complaint.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED and DECREED and this DOES ORDER, ADJUDGE and DECREE that the marriage bonds between the plaintiff, Bettie Jane Sutton, and the defendant, Richard Sutton, be and the same are hereby dissolved, and that the parties and each of them, are free and absolutely released from the bonds of matrimony and all obligations thereof.

IT IS FURTHER ORDERED that the plaintiff is to have the custody, care and control of the minor child, to-wit: Richard Sutton, Jr., age one (1) year.

DATED this the 25th day of July, 1949.

A. O. Sutton
District Judge

July 25, 1949
Grace Moley
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF CASSIA.

---oOo---

DONA F. NELSON, Plaintiff, -vs- SCOTT NELSON, JR., Defendant.	DECREE OF DIVORCE

---oOo---

This cause came on regularly for trial in open court at Burley, Cassia County, Idaho, on the 30th day of April, 1949, the plaintiff appearing in person and by her attorney, A. H. Nielson, Esq.; and it appearing to the court that the defendant, Scott Nelson, Jr., was duly served with summons herein and that he has failed to appear and answer within the time allowed by law, and his default having been entered, and upon the evidence on the part of the plaintiff, and the matter having been submitted for judgment and the court having considered all the evidence in this action, from which it appears that all the material allegations of the complaint are true and as such are found to be the facts and all and singular the laws and premises being by the court understood and considered.

NOW, THEREFORE, by virtue of the law and by reason of the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff , Dona F. Nelson, and the defendant, Scott Nelson, Jr., be and the same are hereby dissolved, discharged and annulled; and that the plaintiff is hereby relieved and discharged from any and all obligations by reason of said marriage, and that the parties hereto are hereby restored to the status of single persons;

That there is hereby granted and given to the plaintiff, Dona F. Nelson, the sole care, custody and control of Sylvia Ladona Nelson, the minor child of the parties hereto, subject to the right of the defendant, Scott Nelson, Jr., to see the said child at reasonable times;

That there is hereby granted and distributed to the plaintiff, Dona F. Nelson, as her share of the community property, and as her sole and separate property free and clear of all the demands, claims and pretensions of the defendant herein, two blankets, two pillows and cooking utensils.

DONE in open court this 30th day of April, 1949.

Kales E. Lowe
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
ss
County of Cassia }

I, Wm Lough Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of Decree of Divorce (Rosa F Nelson, plaintiff Vs Scott Nelson Jr, Defendant), and

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 16 day of August, 1947.

Wm Lough Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Flyda Hunter
Deputy

5-240

6940

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF CASSIA.

---oOo---

GEORGE H. SHARP,

Plaintiff,

-vs-

SARAH MYRTLE SHARP,

Defendant.

DECREE OF DIVORCE

---oOo---

This cause came regularly on for trial in open court at Burley, Cassia County, Idaho, on the 11th day of July, 1949, the plaintiff appearing in person and by his attorneys, Nielson & Nielson, of Burley, Idaho, and it appearing to the court that the defendant, Sarah Myrtle Sharp, duly signed an appearance and acceptance of service in said matter and that more than twenty days has elapsed since the said acceptance of service, and her default having been entered, and upon evidence on the part of the plaintiff and the matter having been submitted for judgment and the court having considered all the evidence in this action, from which it appears that all the material allegations of the complaint are true and as such are found to be the facts, and all and singular the law and premises being by the court understood and considered.

NOW, THEREFORE, by virtue of the law and by reason of the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1.

That the bonds of matrimony now existing between the plaintiff, George H. Sharp, and the defendant, Sarah Myrtle Sharp, be and the same are hereby dissolved, discharged and annulled and that the plaintiff is hereby relieved and discharged from any and all obligations by reason of said marriage, and that the parties hereto are hereby restored to the status of single persons;

2.

That the sole care, custody and control of Donald Sharp and Larry Sharp, sons of the parties hereto, is hereby granted and given to George H. Sharp, the plaintiff, subject to the right of the defendant to see such children at all reasonable times, and that the sole care, custody and control of Linda Rae, daughter of the parties hereto, is hereby granted and given to the defendant, Sarah Myrtle Sharp, subject to the rights of the plaintiff to see said child at all reasonable times;

3.

That it appearing to said court that the plaintiff and defendant have been unable to sell the following described real estate located in Cassia County, Idaho, to-wit:

> Beginning thirty-seven rods South and twenty-six and two-thirds rods West of the Northeast corner of Lot One in Section Four, Township Fourteen South, Range Twenty-two, East Boise Meridian; thence North 8 1/2 rods, thence West 10 1/3 rods, thence South 8 1/2 rods, thence East 10 1/3 rods to the place of beginning; also described as the Southwest portion of Lot Four of Block Three of the Oakley Townsite, Cassia County, Idaho, together with all water rights appurtenant thereto, including 1/2 shares of stock in the Oakley Canal Company;

that all of the above described property was and is the community property of the plaintiff and defendant and that the said parties to said action have been unable to sell the same; that each of the parties is entitled to an undivided one-half interest in and to said property; that it is hereby found, determined and decreed that the plaintiff, George H. Sharp, is the owner of an undivided one-half interest in and to the above described property. And it is further ordered, adjudged and decreed that the defendant, Sarah Myrtle Sharp, is the owner of an undivided one-half interest in and to the above described property;

4.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED AND THERE IS HEREBY GRANTED AND GIVEN to the plaintiff, George H. Sharp, as his share of the community personal property the following described personal property, to-wit:

1941 Ford automobile, a featherbed, bathtub and sink;

THAT THERE IS HEREBY GRANTED AND GIVEN TO The defendant, Sarah Myrtle Sharp, as her share of the community personal property all the rest and residue of the personal property not heretofore given to the plaintiff.

DONE in open court this 11th day of July, 1949.

Kales E. Lowe
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, William Bough Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of Decree of Divorce George H. Sharp Plaintiff Vs. Sarah Myrtle Sharp, Defendant, and

now of record in my office at Burley, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of July, 1949.

William Bough Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Leyda Hunter
Deputy

5238.

6941

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF CASSIA.

---oOo---

GLADYS MATTHEWS FAIRCHILD,

Plaintiff,

-vs-

OWEN E. FAIRCHILD, JR.,

Defendant.

DECREE OF DIVORCE

---oOo---

This cause came on regularly for trial in open court at Burley, Cassia County, Idaho, on the 11th day of July, 1949, the plaintiff appearing in person and by her attorneys, Nielson and Nielson; and it appearing to the court that the defendant, Owen E. Fairchild, Jr., was duly served with summons herein and that he has failed to appear and answer within the time allowed by law, and his default having been entered, and upon the evidence on the part of the plaintiff, and the matter having been submitted for judgment, and the court having considered all the evidence in this action, from which it appears that all the material allegations of the complaint are true and as such are found to be the facts and all and singular the laws and premises being by the court understood and considered;

NOW, THEREFORE, by virtue of the law and by reason of the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Gladys Matthews Fairchild, and the defendant, Owen E. Fairchild, Jr., be and the same are hereby dissolved, discharged and annulled and that the plaintiff is hereby relieved and discharged from any and all obligations by reason of said marriage;

That the sole care, custody and control of Connie Lyn Fairchild and the child yet unborn is hereby granted and given to the plaintiff, Gladys Matthews Fairchild, subject to the rights of the said defendant to see the said children at reasonable times;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and there is hereby granted and given to the plaintiff, Gladys Matthews Fairchild, as her share of the community property of the parties hereto the following described personal property, to-wit:

Radio, baby bed, bedding, cooking utensils, table and chairs.

DONE in open court this 11th day of July, 1949.

Kales E. Lowe
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, William Bough Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of, Decree of Divorce Gladys Matthews Fairchild, Plaintiff vs. Owen E Fairchild Jr. Defendant, and

now of record in my office at Burley, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of July, 1949.

William Bough Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Hyda Hunter.
Deputy

5251

6942

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

.....

IVA STAMEY,

PLAINTIFF,

VS.

CLAUDE A. STAMEY,

DEFENDANT.

DECREE OF DIVORCE

.....

THIS CAUSE came on regularly for hearing before Honorable Kales E. Lowe, one of the District Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Cassia, upon the 14th day of July, 1949, at Burley, Idaho.

The plaintiff appeared with her counsel, Henry W. Tucker; and the defendant appeared neither in person nor by counsel; and it appearing to the satisfaction of the Court that the defendant herein has been duly served by publication according to law; and that the time for appearing, answering or demurring has expired; and that the default of the defendant has been duly entered by the Clerk of this Court according to law,

WHEREUPON, the Court proceeded to the hearing. Witnesses on behalf of the plaintiff in support of the allegations of her complaint were duly sworn and testified; and the evidence being closed, and the Court being fully advised in the premises, after deliberation did order the plaintiff to have judgment against the defendant as herein set forth:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1.

That the bonds of matrimony now existing between the plaintiff and the defendant be, and they are hereby dissolved, and plaintiff relieved from all further obligation thereof; and that she is restored to the status of a single person.

2.

That the plaintiff be, and she is hereby awarded her maiden name of Iva Wickel.

Dated at Burley, Idaho this 14th day of July, 1949.

s/ Kales E. Lowe

District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, William Bough Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of Decree of Divorce Ivy Stagg Plaintiff, Vs. Claude A Stagg Defendant and

now of record in my office at Burley, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of July, 1949

William Bough, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Hayda Hunter
Deputy

5241

6943

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA

- - - - - - -

MURIEL SUELZLE,

Plaintiff,

vs.

RICHARD SUELZLE,

Defendant.

JUDGMENT AND DECREE

- - - - - - -

This cause came regularly on for hearing before the Court on the 15th day of July, 1949, on the complaint of the plaintiff filed herein. The plaintiff appeared in person and by S. T. Love, her attorney, and the defendant having failed to appear, either in person or by an attorney, and it appearing to the Court that due and legal personal service was had upon the defendant at Burley, in the County of Cassia, State of Idaho, on the 21st day of June, 1949; that the time for appearing and pleading to the complaint of the plaintiff had expired and no appearance, answer or demurrer had been made or filed by the said defendant, and it further appearing to the Court that the said defendant is not now and was not at the time of the service of the summons herein engaged in the military service of the United States, it was by the Court ordered that the default of the defendant for his failure to appear and plead to the complaint of the plaintiff be entered.

Thereupon witnesses on behalf of the plaintiff were sworn and examined and the plaintiff rested, and it appearing to the Court that the allegations of the complaint of the plaintiff were true and had been supported by the evidence, it was by the Court ordered that the plaintiff have judgment as prayed for in her complaint.

NOW, THEREFORE, By virtue of the law and by reason of the premises aforesaid, it is hereby ORDERED, ADJUDGED and DECREED:

1.

That the bonds of matrimony heretofore and now existing between the plaintiff, Muriel Suelzle, and the defendant, Richard Suelzle, be and they are hereby released, dissolved, discharged and annulled, and the parties are hereby restored to the status of single persons.

2.

That the plaintiff be and she is hereby given and granted the sole care, custody and control of the minor child, issue of the said marriage, to-wit, Richard David Suelzle, a son, 10 months old.

3.

That the defendant, Richard Suelzle, shall pay to the plaintiff, Muriel Suelzle, for her support and maintenance and the support and maintenance of the minor child, issue of the said marriage, the sum of $100.00 per month, the first monthly instalment of $100.00 to be paid by the defendant to the plaintiff on or before the 25th day of July, 1949, and a monthly instalment of $100.00 to be paid on or before the 25th day of each and every calendar month thereafter, until the said minor child shall attain his majority.

4.

That the plaintiff be and she is hereby awarded, as her sole and separate property, the following described community property, to-wit:

One (1) Baby crib
One (1) High chair
One (1) Push cart

That the said personal property, and the whole thereof, is hereby awarded to the plaintiff, free and clear of any and all claims, demands or pretensions of the defendant.

5.

That the said defendant, Richard Suelzle, shall pay to the plaintiff, Muriel Suelzle, the sum of $100.00 as an attorney's fee for the attorney for the plaintiff, for the institution and prosecution of this action, and $17.40, the cost of filing the complaint herein and procuring service of the summons.

6.

That the temporary injunction heretofore granted be and the same is hereby made permanent and perpetual, and the said defendant is hereby perpetually enjoined, restrained and estopped from attacking, molesting, annoying or interfering with the plaintiff, Muriel Suelzle.

DATED This 15th day of July, 1949.

s/ Talen E. Lowe.
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, William Bough, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true and correct copy of Judgment and Decree, Muriel Suelzle, Plaintiff vs. Richard Suelzle, Defendant, and

now of record in my office at Burley, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15 day of July, 1949.

William Bough Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Flyda Hunter
Deputy

6944

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

*****

SHIRLEY MARTINDALE,

PLAINTIFF,

VS.

THEO MARTINDALE,

DEFENDANT.

DECREE OF DIVORCE

****

*****

*

THIS CAUSE came on regularly for hearing this 21st day of July, 1949, before Honorable Kales E. Lowe, one of the District Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Cassia, at Burley, Idaho.

The plaintiff appeared with her counsel, Henry W. Tucker; and the defendant appeared neither in person nor by counsel; and it appearing to the satisfaction of the Court that the defendant, Theo Martindale, has been duly served with process herein according to law; and that the said defendant has filed herein his Waiver of Statutory Time in Which to Plead, and Consent to Entry of Default; and that the Clerk of the above-entitled Court has duly entered the default of the said defendant according to law;

WHEREUPON, the Court proceeded to the hearing. Witnesses on behalf of the plaintiff in support of the allegations of her complaint were duly sworn and testified; and the evidence being closed, and the Court being fully advised in the premises, after deliberation did order the plaintiff to have judgment against the defendant as herein set forth;

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1.

That the bonds of matrimony now existing between the plaintiff and the defendant be dissolved, and they are hereby dissolved, and the plaintiff is hereby restored to the status of a single person, relieved from all further obligations of this marriage.

Dated at Burley, Idaho this 21st day of July, 1949.

s/ Kales E. Lowe

District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm Baugh Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of "Decree of Divorce" in the Case of Shirley Martindale vs Theo Martindale

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 15th day of August, 1949.

Wm Baugh Jr
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Floyda Hunter
Deputy

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CLARK

MURIEL KING, Plaintiff, -vs- LEWIS CLYDE KING, Defendant.	DECREE

The above-entitled cause coming on regularly to be heard and tried before the Honorable Henry S. Martin, District Judge, at Chambers of Idaho Falls, County of Bonneville, State of Idaho, on the 1st day of July, 1949, the plaintiff appearing in person and by one of her attorneys, John L. Bloem, and the defendant appearing not, either in person or by attorney, and it appearing that the above-named defendant has been duly and regularly served with process herein, and that he has filed herein an appearance submitting himself to the jurisdiction of this Court, and has refused to plead further in said cause, and has consented to an immediate hearing of this case without further notice to him, either in term time or vacation, in open Court or in Chambers, and has waived the making of findings of fact and conclusions of law herein, and has consented that default be entered against him, and the default of the said defendant having been duly and regularly entered herein, and the parties hereto having entered into a Stipulation with respect to the division of their property, the custody of their minor children, and it appearing to the Judge that said Stipulation is in all respects fair, just and equitable, and the Judge having heard the evidence and the matter having been submitted, and it appearing that all of the allegations contained in the plaintiff's Complaint are true, and that the plaintiff is entitled to a divorce, and the Judge being fully

advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

(1) That the bonds of matrimony existing between the plaintiff, Muriel King, and the defendant, Lewis Clyde King, be, and they are hereby dissolved and each restored to the status of a single person.

(2) That the plaintiff shall have, and she is hereby granted, the sole care, custody and control of the minor children, to-wit: Mavanee King, girl, age 15 years, and Sherry Lynne King, girl, age 2 years, provided, however that the said defendant shall have the right to visit said minor children at all reasonable times and places.

(3) That the defendant shall have, and he is hereby granted, the sole care, custody and control of the minor child, Buddy Jack King, boy, age 18 years, provided, however that the said plaintiff shall have the right to visit said minor child at all reasonable times and places.

(4) That all of the miscellaneous household furniture, fixtures and equipment of the parties to this action, excepting that portion thereof given by the plaintiff to the defendant, be, and it is hereby awarded to the plaintiff, Muriel King, as her sole and separate property and for her sole and separate use and benefit.

(5) That the household furniture given by the plaintiff to the defendant as gifts, be, and the same hereby awarded to the defendant as his sole and separate property for his separate use and benefit.

Dated at Chambers of Idaho Falls, this 1st day of July, 1949.

HENRY S. MARTIN
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO,
County of Clark } ss.

I, B. H. Thomas, Clerk of Dist. Court, of Clark County, Idaho, do hereby certify that the foregoing is a true and correct copy of the original Decree of Muriel King, Plaintiff, vs Lewis Clyde King, Defendant.

as appears of record in my office at Dubois, Clark County, Idaho.

Given under my hand and seal at my office in Dubois, Idaho, this 15 day of July, 1949.

B. H. THOMAS

By [signature] Deputy.

6946

FILED

District Judge

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CLARK.

- - -

LOLA M. HANSEN,)
Plaintiff,)
-vs-) DECREE
MILTON D. HANSEN,)
Defendant.)

- - -

The above entitled cause coming on regularly to be heard and tried before the Honorable Henry S. Martin, District Judge, at Chambers at Idaho Falls, County of Bonneville, State of Idaho, on the 1st day of July, 1949, the plaintiff appearing in person and by one of her attorneys, Errol H. Hillman, and the defendant appearing not, either in person or by attorney, and it appearing that the above named defendant has been duly and regularly served with process herein, and that he has filed herein an appearance submitting himself to the jurisdiction of this Court, and has refused to plead further in said cause, and has consented to an immediate hearing of this case without further notice to him, either in term time or vacation, in open Court or in Chambers, and has waived the making of findings of fact and conclusions of law herein, and has consented that default be entered against him, and the default of the said defendant having been duly and regularly entered herein, and the parties hereto having entered into a Stipulation with respect to the division of their property, the custody of their minor child, Keith Hansen, and for the payment of a certain sum each month by the defendant to the plaintiff for the support and maintenance of said minor child, and it appearing to the Judge that said Stipulation is in all respects fair, just and equitable, and the Judge having heard the evidence

and the matter having been submitted, and it appearing that all of the allegations contained in the plaintiff's complaint are true, and that th plaintiff is entitled to the custody of said minor child and to a divorce on the ground of extreme cruelty, and the Judge being fully advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. That the bonds of matrimony existing between the plaintiff, Lola M. Hansen, and the defendant, Milton D. Hansen, be, and they are hereby dissolved, and each restored to the status of a single person.

2. That the plaintiff shall have, and she is hereby granted, the sole care, custody and control of the minor child, Keith Hansen, provided, however, that the said defendant shall have the right to visit said minor child at all reasonable times and places.

3. That the defendant, Milton D. Hansen, shall pay to the plaintiff, Lola M. Hansen, the sum of $50.00 per month for the support, maintenance and education of the minor child, Keith Hansen, commencing with the 1st day of July, 1949, and payable on the 1st day of each and every calendar month thereafter until said child shall reach the age of 21 years, or until further Order of this Court.

4. That all personal effects of the plaintiff, Lola M. Hansen, and such dishes, linen, silverware, household goods and furniture as sh may select at the time of the entry of this decree be, and the same are hereby, awarded and decreed to the plaintiff, Lola M. Hansen, as her sole and separate property and for her sole and separate use and benefit.

5. That the following described real property in Fremont County, Idaho, to-wit:

Lots Three (3), Four (4) and Five (5) of Block ThirtyOthree (33) of the City of St. Anthony, Idaho, as per the recorded plat thereof,

be, and the same hereby is, awarded and decreed to the defendant, Milton D. Hansen, as his sole and separate property and for his sole and separate use and benefit. It is provided further that the defendant, Milton D. Hansen, shall assume and pay that certain mortgage on the above described premises in favor of J. C. Siddoway, in the approximate amount of $4,350.00.

6. That all household goods, furniture and fixtures, except such as may be selected by the plaintiff, Lola M. Hansen, as hereinbefore provided, be, and the same are hereby awarded and decreed to the defendant, Milton D. Hansen, as his sole and separate property and for his sole and separate use and benefit. It is provided, however, that the said defendant shall assume and pay the unpaid balance on the purchase price of said furniture and fixtures in the approximate amount of $400.00.

7. That one 1947 Pontiac automobile, all insurance policies of whatsoever nature, and all other community property of the parties hereto of whatsoever nature, either real or personal or mixed, excepting only the property awarded and decreed to the plaintiff herein, be, and the same hereby are awarded and decreed to the defendant, Milton D. Hansen, as his sole and separate property and for his sole and separate use and benefit. It is further provided that the defendant, Milton D. Hansen, shall have, and he is hereby granted, the privilege to change any beneficiary that is named in any life insurance policy belonging to said parties at any time.

8. That the defendant, Milton D. Hansen, shall pay to the plaintiff, Lola M. Hansen, the sum of $4,475.00, payable in the manner as follows, to-wit: $500.00 upon the entry of this decree; $100.00 on the 1st day of August, 1949, and $100.00 on the 1st day of each and every calendar month thereafter until said sum of $4,475.00 has been fully paid, and the payment of this said sum of $4,475.00 by the defendant, Milton D. Hansen, to the plaintiff, Lola M. Hansen, shall be in

full and complete settlement and release of all claims and demands of every kind, name or nature against the said defendant, excepting only the payment of alimony as hereinafter provided, and shall be in full and complete settlement of any and all claims of the plaintiff, Lola M. Hansen, in or to any and all of the property hereinbefore described, excepting only the property herein awarded to the said plaintiff.

9. That upon payment in full of the aforesaid sum of $4,475.00 by the defendant, Milton D. Hansen, to the plaintiff, Lola M. Hansen, as hereinbefore provided, the defendant, Milton D. Hansen, shall commence to pay to the plaintiff, Lola M. Hansen, alimony in the amount of $100.00 per month, commencing with the 1st day of the month following the payment in full of the aforesaid sum of $4,475.00, and payable on the 1st day of each and every calendar month thereafter, until the said plaintiff, Lola M. Hansen, shall marry, or until further order of this Court.

Dated this 1st day of July, 1949.

DISTRICT JUDGE

CERTIFICATE OF TRUE COPY

STATE OF IDAHO,
County of Clark } ss.

I, B. H. Thomas, Clerk of Dist. Court, of Clark County, Idaho, do hereby certify that the foregoing is a true and correct copy of the original Divorce Decree of Lola M. Hansen, Plaintiff vs. Milton D. Hansen, Defendant.

as appears of record in my office at Dubois, Clark County, Idaho.

Given under my hand and seal at my office in Dubois, Idaho, this 5 day of July, 1949.

B. H. THOMAS

By Iris Smith Deputy.

6947

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CLEARWATER COUNTY

WINONA STEPHENS, Plaintiff
vs.
CLIFFORD H. STEPHENS, Defendant

Case Number 2171

Filed July 8, 1949
Time 1:50 P.M.
Gayle Hayden
Clerk of the Court
By: Helen L. Huff, Deputy

DECREE

The above entitled cause came on duly and regularly for hearing and trial before the Honorable A. L. Morgan, Judge of the above entitled Court, in Chambers, at Moscow, Idaho, on the 6th day of July, 1949, the plaintiff having given testimony before a referee, the defendant not being present, and the defendant not appearing, and no one appearing for or on his behalf, after the default of the defendant had been duly and regularly entered in the premises for his failure to answer or demur to plaintiff's complaint or in any way appear herein within the time allowed to him by law therefor, after he had been duly and regularly served with Summons and a copy of the Complaint in this action, and had signed a waiver of the benefits afforded him by the Soldiers' and Sailors' Civil Relief Act of 1940, and all the amendments thereto, and the Court having heard the evidence adduced on behalf of the plaintiff, and having examined the records and files of this action, and having made and entered its Findings of Fact and Conclusions of Law;

NOW, ON THIS DAY, on motion of the attorney for the plaintiff, the following decree is made and entered by the Court:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I.

That the bonds of matrimony now and heretofore existing

between the plaintiff and the defendant be, and the same hereby are, forever dissolved, and that the plaintiff be, and she hereby is, returned to the status of a single person.

II.

That the care, custody and control of William Allen Stephens and Susan Carol Stephens, minor children of plaintiff and defendant, be, and the same hereby are, awarded to the plaintiff, subject only to the right of the defendant to visit the said children at reasonable and seasonable times, and subject to the further orders of this Court.

III.

That the defendant pay to the plaintiff the sum of Twenty-Five Dollars ($25.00) per month as and for the support and maintenance of each of the said minor children until their majority, unless sooner married or deceased, said payments to be made in monthly installments on the first day of each and every month hereafter.

Done this 6th day of July, 1949.

A. L. Morgan
A. L. Morgan
District Judge

Recorded in Book 3 of Judgments at Page 315.
Gayle Hayden, Recorder By: Bertie Graham, Deputy

STATE OF IDAHO, County of Clearwater } ss.

I, GAYLE HAYDEN, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County, State of Idaho, do hereby certify that the foregoing is a full, true and correct copy of an instrument as the same now remains on file and of record in my office.

WITNESS my hand and official seal hereto affixed this 8th day of July A. D., 1949.

Gayle Hayden
CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER
By: Bertie Graham
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR FRANKLIN COUNTY.

Chester Blair, :
Plaintiff, :
vs. : DECREE
LaVoyle S. Blair, :
Defendant. :

The above entitled matter came on regularly for hearing before the above entitled Court with the plaintiff appearing in person and with his Attorney, Ben B. Johnson, and the defendant having failed to appear or otherwise plead within the statutory time for answering, default was duly entered against her as she accepted Service of Summons and Complaint and waived the time for answering and consented that default be taken against her.

After the presentation and hearing of the evidence and the Court being fully advised in the law and the premises, the Court finds the allegations of plaintiff's Complaint are true and upon Motion of Plaintiff's Attorney the Court entered it's Decree.

It is hereby ORDERED, AJUDGED, and DECREED, that the bonds and obligations of matrimony now existing between the plaintiff, Chester Blair, and the defendant, LaVoyle S. Blair, be, and the same are hereby dissolved.

(2) That the said real property described as follows:

Commencing 3 rods South of the Northeast corner of the Northeast Quarter of Section 24, Township 14 North range 1 West, Salt Lake Meridian, thence West 475 feet, thence South 250 feet, thence West 119 feet, thence North 152 feet thence West 99 feet, thence South 19½ rods, thence East 42 rods, thence North 19½ rods, to the place of beginning, containing 4.60 acres.

Together with all water rights and appurtenances, thereon, and other personal property be awarded unto the plaintiff.

(3) That the household furnishings is awarded unto the defendant.

It is so ordered this 18th day of July, 1949.

Isaac McDougall
District Judge

JUL 18 1972

STATE OF IDAHO,
County of Franklin--ss.

I, C. L. Swenson; Clerk of the District Court of the Fifth Judicial District of the State of Idaho, in and for Franklin County, hereby certify that the foregoing Divorce Decree is a true and correct copy of the original that appears on file in my office in Preston, Idaho.

Witness my hand and seal of said County this 18th day of July, 1949.

C. L. Swenson; Clerk of District Court

By Lonnie Tolman Deputy

6949

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

BETTY LOU LOCKIE GRIM, Jr.,)
Plaintiff,)
-vs-) DECREE
IRA GRIM, Jr.,)
Defendant)

This cause came on regularly for hearing the 8TH day of JULY, 1949, before the Court without jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney and it appearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required to demur, answer orpload to said complaint within the time required by law has been duly and regularly entered herein, the Court proceeded with the trial of said Cause.

Witnesses were called, sworn and testified for and on behalf of plaintiff and the case was submitted to the Court for final determination and decision; and the Court found that at the time of said marriage the said defendant, Ira Grim, Jr., was then and there the husband of Joyce Hetrick Grim, Jr., having been married at Winnemucca, Nevada in April of 1946, and that said marriage is in full force and effect; that the said Joyce Hetrick Grim, Jr., is alive and no action for divorce or annulment had been instituted by either of said parties.

The Court therefore ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's complaint.

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony now existing between the said Betty Lou Lockie Grim, Jr., and Ira Grim, Jr., be, and same are hereby dissolved and the parties are absolutely freed from all obligations thereof.

DATED: This 8TH day of JULY, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Betty Lou Lockie Grim, Jr. -vs- Ira Grim, Jr.

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 8th day of July A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * *

ETHEL MASON,)
Plaintiff,)
-vs-) DECREE
JAMES L. MASON,)
Defendant.)

* * * * *

This cause came on regularly for hearing the 8TH day of July, 1949, before the Court on the plaintiff's complaint filed herein. The defendant having appeared by her attorney, Herman Welker, Esq., and having demurred to plaintiff's complaint, and having withdrawn such demurrer, and having refused to plead further, the Court proceeded with the trial of said cause.

Witnesses were called, sworn and testified for and on behalf of plaintiff and the case was submitted to the Court for final determination and decision, and the Court having found that the plaintiff and defendant were duly married at Payette, Idaho, on the 28th day of July, 1940, and the plaintiff having been for more than six weeks last past, a bona fide resident of the State of Idaho, and that the defendant, disregarding the solemnity of his marriage vows, has caused the plaintiff great mental suffering, pain, and anguish, and is such as to constitute mental cruelty.

It further appearing from the said testimony and evidence that the plaintiff and defendant have entered into a property settlement agreement in words and figures as follows, to-wit:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of June, 1949, by and between ETHEL M. MASON, of Cambridge, Idaho, party of the first part, hereinafter referred to as the "wife", and JAMES L. MASON, Huntington, Oregon, party of the second part, hereinafter referred to as the "husband", WITNESSETH:

THAT WHEREAS, the party of the first part and the party of the second part are wife and husband and irreconcilable differences have arisen between said parties which render it impossible for them to live together as wife and husband; and

WHEREAS, it is the desire of said parties to settle and determine their rights in and to the community property of the parties hereto;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS, TO-WIT:

1. That the husband shall have as his own sole and separate property the real estate owned by the parties hereto and particularly described as follows:

The South Half of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter; the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter, all in Section 5, Township 14 North, Range 3 West of the Boise Meridian;

2. That the husband shall have as his own sole and separate property the following described personal property;

1 1933 Chevrolet Sedan, Motor #5548772

1 1942 Chevrolet Sedan, 6 cylinders, with a lien against said car in the amount of $591.04.

Three cows
4 Yearling Steers
3 Calves
1 2 year old heifer
2 Yearling Steers
1 Set Harness
1 Mowing Machine, and
1 Hay rake

3. That there were two children born to this union, namely, Patsy Mason, daughter, age 7 years, and Mary Mason, daughter, age 5 years;

That both parties to this agreement are fit and proper persons to have care of the children and it is agreed by the parties hereto that Ethel M. Mason is to have the care of the children each school day during the school year and that James L. Mason is to have care of the children over the Thanksgiving holiday, the Christmas holidays, the summer vacation and such week ends as he may desire to take them;

4. It is further agreed that all the earnings of each of the parties hereto since the date of separation of said parties shall be and become hereby the sole and separate property of the party receiving same without any claim or interest of any kind whatever by the other;

5. It is understood and agreed that this agreement is made and intended to be in full and complete settlement of all of the property rights of the parties hereto as between themselves, and after the execution hereof neither shall have any claim or interest whatsoever in the estate of the other, and it is the intention of this agreement that the same shall be in full force and effect subject to the approval of the court after any action for divorce has been instituted or completed by either party hereto;

6. Each party hereto agrees that any obligations incurred since the date of the separation of the parties hereto shall be the sole obligation of the person incurring the same, and each of he parties agrees to save the other harmless from such obligations incurred by him or her.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year in this certificate first above written.

s/ Ethel Mason
Wife

s/ James Mason
Husband

STATE OF IDAHO)
) ss
County of Ada)

On this 8th day of July, 1948, before me, the undersigned, a Notary Public in and for said State, personally appeared ETHEL M. MASON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

s/ John A. Carver, Jr.
Notary Public for Idaho
Residing at Boise, Idaho

(SEAL)

STATE OF IDAHO)
) ss
County of Payette)

On this 10th day of June, 1949, before me, THE UNDERSIGNED, a Notary Public in and for said State, personally appeared JAMES L. MASON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

s/ Herman Welker
Notary Public for Idaho
Residing at Payette, Idaho

(SEAL)

The court finds that the said separation agreement is fair and equitable and ought to be confirmed.

The Court therefore ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's complaint.

WHEREFORE, It is ORDERED, ADJUDGED AND DECREED, and this does ORDER, ADJUDGE AND DECREE, that the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same are, hereby dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof;

That the property settlement agreement heretofore entered into by the parties hereto is hereby confirmed and ratified;

That the plaintiff is hereby awarded the care, control and custody of the two minor children of the parties hereto during the school year, with the right of reasonable visitation on the part of the defendant;

That the defendant is hereby awarded the care, control and custody of the two minor children of the parties hereto during the summer or vacation months, with the right of reasonable visitation on the part of the plaintiff.

DATED: This 8TH day of July, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT IN THE CASE OF ETHEL MASON VS JAMES L. MASON

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 8 day of July A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By Dorothy Nichols
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * *

LOIS BURLEY,

Plaintiff,

-vs-

KENNETH BURLEY,

Defendant.

DECREE

* * *

The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, at Gooding, in the County of Gooding, State of Idaho, upon the 8th day of July, 1949, the plaintiff appearing in person and by her attorney, Perce Hall, and the defendant appearing not, neither in person nor by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant Kenneth Burley had been duly and regularly served with summons in this action in the manner provided by law and that said defendant had failed to appear and answer, demur or otherwise plead to the plaintiff's complaint within the time allowed by law and the default of said defendant having been duly and regularly entered according to law and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of her complaint and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's complaint in favor of the plaintiff and against the defendant and finds that the defendant

has been guilty of extreme cruelty towards the plaintiff and that by reason thereof the plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the plaintiff and the defendant dissolved;

And the Court further finds that upon the 12th day of May, 1949, the plaintiff and the defendant made and entered into one certain agreement in writing, in words and figures as follows:

THIS AGREEMENT, Made and entered into this 12th day of May, 1949, by and between Lois Burley, hereinafter designated as the first party, and Kenneth Burley, hereinafter designated as the second party, WITNESSETH:

WHEREAS, The parties hereto are wife and husband and because of certain differences and disagreements which have arisen between them, they are now living separate and apart from each other, And,

WHEREAS, The said parties desire to settle and adjust certain of the differences arising between them in connection with the custody of their minor children, NOW, THEREFORE;

IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the said parties as follows:

1. That the first party shall have and she is hereby granted the care, custody and control of Patricia Joan Burley, a girl 7 years of age, Keith Burley, a boy 5 years of age, and Anita Burley, a girl 8 months of age and that hereafter, commencing upon the 5th day of June, 1949, the second party shall pay to the first party towards the support and maintenance of said minor children the sum of $75.00 each and every month, being the sum of $25.00 for each of said children, and that the second party shall continue to make said payments to the first party until the child for which such payment is being made attains the age of majority, at which time said payments shall cease for the child attaining the age of majority.

2. That the second party shall have the right to visit said children at all reasonable times and places and to have said children visit him at reasonable times and for reasonable periods of time and that neither of the parties to this agreement shall in any way attempt to alienate the affections of said minor children from the other party.

3. Subject to the approval of the Court in the above entitled action, this agreement may be incorporated into and may be made a part of any decree of divorce entered by the Court in said action.

IN WITNESS WHEREOF, The said parties have hereunto set their hands the day and year herein first above written.

/S/ LOIS BURLEY
First Party

/S/ KENNETH E. BURLEY
Second Party

STATE OF IDAHO,)
COUNTY OF ELMORE.) ss.

On this 12th day of May, in the year 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared LOIS BURLEY, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

/S/ PERCE HALL
Notary Public for Idaho,
Residing at Mountain Home, Idaho.

STATE OF IDAHO,)
COUNTY OF ADA.) ss.

On this 20th day of May, in the year 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared KENNETH BURLEY, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

/S/ ELBERT S. DELAMA
Notary Public for Idaho,
Residing at Boise, Idaho.

The Court concludes as a matter of law that said agreement should be confirmed and approved and incorporated in this decree, NOW, THEREFORE;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff Lois Burley and the defendant Kenneth Burley be and the same are hereby

dissolved and that the plaintiff be and she is hereby divorced from said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff Lois Burley have and she is hereby granted the care, custody and control of Patricia Joan Burley, Keith Burley and Anita Burley, minor children of the plaintiff and the defendant, and that in accordance with said agreement the defendant shall pay to the plaintiff towards the support and maintenance of said minor children the sum of $75.00 on or before the 5th day of each and every calendar month hereafter, being the sum of $25.00 for each of said children, and that the defendant shall continue to make said payments to the first party until the child for which such payment is being made attains the age of majority, at which time the payment for such child shall cease.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant shall have and he is hereby granted the right to visit said children at all reasonable times and places and to have said children visit him at reasonable times and for reasonable periods of time.

Done in open Court at Gooding, in the County of Gooding, State of Idaho, this 8th day of July, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF GOODING.)

I, Bert Bowler, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now

on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 8 day of July, 1949.

Clerk of the District Court

By _____
Deputy

X

6952

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

DAVID H. McAULEY,
Plaintiff,

VS.

MURIEL E. McAULEY,
Defendant.

DECREE OF DIVORCE.

This cause came on regularly for trial before the Court on the 9th day of July, 1949, the plaintiff appearing in person and by his attorney, J. B. Musser, of Boise, Idaho; and it appearing that the defendant was personally served with summons as provided by law and she having failed and refused to answer said complaint within the time allowed, her default was entered of record; that witnesses were called, sworn and testified on behalf of the plaintiff, and the cause having been submitted to the Court and the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED, and DECREED, That the allegations of the complaint are true and the defendant is guilty of having treated the plaintiff with extreme cruelty and that the plaintiff is entitled to a decree of divorce and he is hereby absolutely divorced from the defendant and freed from the bonds of matrimony and restored to the status of a single and unmarried person.

Dated this 9TH day of May, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of David H. McAuley -vs- Muriel E. McAuley

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 9th day of July A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

6953

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * *

LOTTIE DAVIES,
Plaintiff,
-vs-
FRANK H. DAVIES,
Defendant.

DECREE

* * * * * * *

This cause coming on to be heard before the Court on July 11, 1949, Messrs. Martin & Martin, by Homer E. Martin appearing as counsel for plaintiff, and defendant having filed his answer herein and not appearing either in person or by his counsel at the time set for the trial of this cause, and plaintiff having introduced evidence in support of her complaint and defendant failing to produce any evidence herein and the matter having been submitted to the Court for consideration and decision and the court having been fully advised in the premises and findings of fact and conclusions of law being waived:

NOW THEREFORE, upon motion of Martin & Martin, attorneys for plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the plaintiff herein LOTTIE DAVIES, be and she is hereby given and granted a decree of divorce and the parties hereto and each of them are hereby freed and released from the bonds of matrimony now existing between them.

Done and dated in open Court this 11th day of July, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Lottie Davies -vs- Frank H. Davies

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 11th day of July A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

6954

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

LOAINE PARKER,

Plaintiff,

vs.

STANLEY W. PARKER,

Defendant.

J U D G M E N T

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho, this 11 day of July, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process and that he had failed to answer within the time fixed by law, and that the default of the defendant for his failure to appear has been duly entered by the Clerk of the court.

Whereupon evidence duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extremem cruelty as charged in the said complaint, and that the plaintiff is and for more than six weeks last past and immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

IT IS HEREBY ORDERED, ADJUDGED, and DECREED That the bonds of matrimony heretofore existing between plaintiff and defendant be and hereby are dissolved and each party is restored to the status of a single person. The plaintiff is hereby awared as her sole and separate property certain household goods, furniture and furnishing and the mining claim on

Little Smokey, Camas County, Idaho.

Given under may hand this 11 day of July, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Loaine Parker -vs- Stanley W. Parker

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book.....at page.....

In Testimony Whereof, I have set my hand and affixed my official seal this 11th day of July, 1949 A. D. 19

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * * *

VIRGINIA D. COOLBRITH,
Plaintiff,
vs.
FRANCIS NORMAN COOLBRITH,
Defendant.

6955

D E C R E E

* * * * * * * *

THIS CAUSE Having been brought on to be heard this 12TH day of July, 1949, Blaine & Ambrose, appearing as counsel for the plaintiff herein, the defendant appearing not in person, by counsel or otherwise; service of the verified complaint and summons upon said defendant in said action having been made upon said defendant pursuant to order of publication of this Court by publishing said summons in five weekly issues of the GOODING LEADER and a copy of the said summons and said complaint mailed to defendant's last known address, and the time for answering having expired and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, and the default of said defendant, Francis Norman Coolbrith, was duly entered herein, and that upon the complaint herein as confessed by the said defendant, it appears that the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proven are sufficient in law to entitle the plaintiff, Virginia D. Coolbrith, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested

and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of Michael Anthony Coolbrith, the minor child of plaintiff and defendant be awarded to the plaintiff herein and that the said defendant may have the privilege to visit the said minor child at all reasonable and proper times and places while said minor child is under the care, custody and control of the plaintiff.

DATED At Gooding, Idaho, this 12TH day of July, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Virginia D. Coolbrith -vs- Francis Norman Coolbrith

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book.....at page.....

In Testimony Whereof, I have set my hand and affixed my official seal this 12th day of July, 1949 A. D. 19.....

Clerk - Ex Officio Auditor and Recorder

By Bert Bowler
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

Francis Vera Skoro,

Plaintiff,

vs. D E C R E E

Anton Thomas Skoro,

Defendant.

This matter came on to be heard before the Court on this 14th day of July, 1949; the plaintiff appearing in person and by her attorney of record, C. H. Higer, and the defendant having failed to answer, plead, or demur to plaintiff's complaint within the time allowed by law for so appearing and pleading, the defendant's default was duly entered by the court.

Thereupon the Court received the sworn testimony of the plaintiff and her corroborating witness; and from it the court finds that the defendant has inflicted upon the plaintiff extreme cruelty as alleged in said complaint, and as a result thereof the plaintiff is entitled to a decree of divorce from the defendant on the grounds of extreme cruelty.

The Court further finds that the plaintiff and defendant have entered into a property settlement agreement, settling their property rights, which said agreement is hereby approved by the Court.

The Court further finds that the plaintiff's premarriage name was Francis Vera Puser.

IT IS, THEREFORE, ordered, adjudged, and decreed, and this does order, adjudge, and decree, that the bonds of matrimony heretofore existing and now existing between plaintiff and defendant be, and they are, hereby dissolved, and plaintiff and defendant are absolutely divorced from one another.

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

It is the further judgment of the Court that the plaintiff have as her sole and separate property and estate all of that property which is described in the Post Nuptial Agreement entered into between the parties to this action.

It is the further order of the Court that the plaintiff be restored to her premarriage name of Francis Vera Puser.

DATED this 14th day of July, 1949.

D.H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the Case of Francis Ver Skoro -vs- Anton Thomas Skoro

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 14th day of July A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

DURHAM NICHOLS, Jr.,
Plaintiff,
-vs-
FLORENCE ANN NICHOLS,
Defendant.

DECREE

The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, in open Court at Gooding, in the County of Gooding, State of Idaho, upon the 20th day of July, 1949, the plaintiff appearing in person and by his attorney, Perce Hall, and the defendant appearing not, neither in person, by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant Florence Ann Nichols had been duly and regularly served with summons in this action in the manner provided by law and that said defendant had failed to appear and answer, demur or otherwise plead to the plaintiff's Complaint within the time allowed by law and the default of said defendant having been duly entered according to law and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of his Complaint and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's Complaint in favor of the plaintiff and against the defendant and upon the first cause of action set out in plaintiff's Complaint the Court finds

that the defendant has been guilty of wilful desertion of the plaintiff and upon the second cause of action of plaintiff's Complaint the Court finds that the defendant has been guilty of extreme cruelty towards the plaintiff, and that by reason thereof the plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the plaintiff and the defendant dissolved;

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff Durham Nichols, Jr., and the defendant Florence Ann Nichols be and the same are hereby dissolved and that the plaintiff be and he is hereby divorced from said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That hereafter the plaintiff shall pay to the defendant towards the support, maintenance and education of Susan Ann Nichols, minor child of the plaintiff and the defendant the sum of $25.00 per month, commencing upon the 1st day of August, 1949, and that the plaintiff shall continue to make such monthly payments for said child until such child attains the age of majority, at which time said payments shall cease.

Done in open Court at Gooding, in the County of Gooding, State of Idaho, this 20th day of July, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF GOODING.)

I, Bert Bowler, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 20 day of July, 1949.

Bert Bowler
Clerk of the District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

****

THELMA JOYCE IKOLA,
Plaintiff,

-vs-

JOHN W. IKOLA,
Defendant.

DECREE.

****

This cause came on regularly to be heard on the 22nd day of July, 1949, before the Court without a jury, the Plaintiff appearing personally and by her attorney, T. E. McDonald, and the Defendant not appearing, either in person, by his attorney or otherwise, and it appearing from the files in this cause, that the Defendant having been regularly served with process according to law and having failed to appear, and the time for appearanc having expired, and it further appearing that the default of the defendant having been regularly entered herein, and the Court having heard all the evidence and the proof submitted, and duly considering the same, finds that all of the allegations of the complaint are true, and that the plaintiff is entitled to the relief sought.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, And this does order, adjudge and decree that the Plaintiff be awarded complete and absolute divorce from the Defendant, and that she be awarded such other and further relief as to the Court may seem fit and proper. Plaintiff is hereby given permission to take her former name of Thelma Joyce Pomerleau.

Done in open Court this 22nd day of July, 1949.

D. H. Sutphen
Judge,

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Thelma Joyce Ikola -vs- John W. Ikola

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 22nd day of July A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7

6959

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF GOODING.

Dannie N. Richard,

Plaintiff,

vs

DECREE OF DIVORCE

Wanda Gayle Richard,

Defendant.

This cause coming on regularly for trial before D. H. Sutphen, Judge of the above court at Gooding, Idaho, this 22nd day of July, 1949 and thetrial thereof having been had and the court having heard the testimony and evidence introduced and being fully advised in the premises finds that the defendant is guilty of extreme cruelty toward the plaintiff as charged in the complaint and that a divorce should be granted to the plaintiff from thedefendant.

NOW THEREFORE it is hereby Ordered, Adjudged and Decreed that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby permanently dissolved and said parties are and each of them is forever freed therefrom.

Given under my hand at Gooding, Idaho this 22nd day of July, 1949.

D. H. SUTPHEN

DISTRICT JUDGE.

STATE OF IDAHO } ss.
County of Gooding }

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Dannie N. Richard -vs- Wanda Gayle Richard

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 22nd day of July A. D. 1949

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

Lois Kathrin Moore, Plaintiff,	)	
-Vs-	)	DECREE OF DIVORCE.
Robert E. Moore, Defendant.	)	

This cause came on regularly for hearing the 23rd day of July, 1949, before the court without a jury, on the plaintiff's complaint filed herein. Plaintiff appeared personally and with Mary Schmitt, one of her attorneys. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law and that the time in which the said defendant was required to demur, answer or plead to said complaint had expired, the default of the defendant was duly and regularly entered herein; whereupon, the court proceeded with the trial of said cause.

Witnesses were called, sworn, and testified for and on behalf of the plaintiff and the case was submitted to the court for final determination and decision; and the court having found that the plaintiff and defendant were married at Dallas, Texas, December 19, 1944; that plaintiff has been a bona fide resident of the State of Idaho for more than six weeks prior to the time of filing her complaint; that plaintiff and defendant have no children; that plaintiff and defendant have no community property, except the furniture hereinafter described; that the real property hereinafter described is the sole and separate property of the plaintiff and that defendant has no right, title or interest therein; that the plaintiff's name prior to her marriage

was Lois Kathrin Gott; that the defendant is also known as and is the same person as Robert Edmond Moore; that the plaintiff is entitled to a divorce from the defendant on the ground of willful neglect.

It is therefore ordered, adjudged and decreed, and this does order, adjudge, and decree that the bonds of matrimony now existing between the plaintiff Lois Kathrin Moore, and the defendant, Robert E. Moore, be, and the same hereby are dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof.

It is further ordered, adjudged and decreed and this does order, adjudge and decree that the plaintiff's former name of Lois Kathrin Gott be returned to her.

It is further ordered, adjudged and decreed that the community property of plaintiff and defendant be awarded to the plaintiff, said property being furniture consisting of a davenport, Monarch electric stove, overstuffed chair, bed and mattress, coffee table and lamp.

It is further ordered, adjudged and decreed that the defendant does not have any right, title claim or interest in or to the real property hereinafter described or any part, portion or parcel thereof, and that the said real property and the whole thereof is the sole and separate property of the plaintiff. Said real property is situated in Canyon County and described as follows:

Beginning at the Southwest corner of Lot 6, Section 10, Township 4 North, Range 3 West of the Boise Meridian, running thence North along the West boundary line of said Lot 6, a distance of 388 feet to the real point of beginning; running thence East at right angles to the said West boundary line of Lot 6, a distance of 225 feet; running thence North and parallel with said West boundary line approximately 67 feet to the irrigation ditch of the Caldwell Irrigation District; running thence in a Northwesterly direction along the Southern boundary line of said ditch to the West boundary of Lot 6, running thence South along said West boundary approximately 200 feet to the point of beginning.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all water and ditch rights.

It is further ordered, adjudged and decreed that the defendant pay to the plaintiff the sum of Twelve Hundred Dollars, said amount to be paid at the rate of One Hundred Dollars per month for a period of twelve months, beginning on or before August 15, 1949.

It is further ordered, adjudged and decreed that the defendant pay plaintiffs attorneys fee herein in the amount of One Hundred and Fifty Dollars and costs of suit in the sum of Sixteen Dollars and Twenty cents.

Dated at Gooding, Idaho, this 23rd day of July, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Lois Cathrin Moore -vs- Robert E. Moore

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 23rd day of July A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

* * * * *

PEARL F. POWELL,
Plaintiff,
-vs-
GEORGE S. POWELL,
Defendant.

DECREE

* * * * *

The above-entitled action came on regularly to be heard and tried before the Court at Gooding, Gooding County, State of Idaho, sitting without a jury, on the 26th day of July, 1949, plaintiff appearing in person and with her attorney, Milo Axelsen, and the defendant not appearing either in person or by attorney; and the Court having heretofore entered the default of the defendant, the Court proceeded to hear the evidence introduced in support of plaintiff's complaint; and it appearing to the Court that the defendant is guilty of extreme cruelty, and the Court being fully advised in the premises,

IT IS ORDERED, ADJUDGED and DECREED That the Plaintiff, Pearl F. Powell, be divorced from the Defendant, George S. Powell, and that the bonds of matrimony heretofore existing between the Plaintiff and the Defendant be dissolved.

Dated at Gooding, Gooding County, State of Idaho, this 26th day of July, 1949.

D. H. SUTPHEN
District Judge.

(SEAL)

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Pearl F. Powell -vs- George S. Powell

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 26th day of July A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * *

6962

MARY ELIZABETH PARRISH,
Plaintiff,

vs.

MAURICE A. PARRISH,
Defendant.

DECREE

* * * * * * *

THIS CAUSE, Having been brought to be heard this 27TH day of July, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Boise, Ada County, Idaho, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Maurice A. Parrish, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Mary Elizabeth Parrish, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the property settlement agreement entered into between the plaintiff and defendant is hereby ratified, approved and confirmed.

DATED At Gooding, Idaho, this 27th day of July, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Mary Elizabeth Parrish -vs- Maurice A. Parrish

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 27th day of July A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * *

PATRICIA H. HARDIN,
Plaintiff,
vs.
TOM HARDIN,
Defendant.

6963

D E C R E E E

* * * * * * *

THIS CAUSE, Having been brought on to be heard this 27TH day of July, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Boise, Ada County, Idaho, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Tom Hardin, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Patricia H. Hardin, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and

each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the property settlement agreement entered into between the plaintiff and defendant is hereby ratified, approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff's maiden name of PATRICIA H. DUFFY be and the same is hereby restored to her.

DATED At Gooding, Idaho, this 27TH day of July, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Patricia H. Hardin -vs- Tom Hardin

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 27th day of July A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * *

DALE E. WALES,

Plaintiff,

vs.

DIANE WALES,

Defendant.

6964

D E C R E E

* * * * * * *

THIS CAUSE Having been brought on to be heard this 27TH day of July, 1949, Blaine & Ambrose, appearing as counsel for the plaintiff herein, the defendant appearing not in person, by counsel or otherwise; service of the verified complaint and summons upon said defendant in said action having been made upon said defendant pursuant to order of publication of this Court by publishing said summons in five weekly issues of the GOODING LEADER and a copy of the said summons and said complaint mailed to defendant's last known address, and the time for answering having expired and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, and the default of said defendant, Diane Wales, was duly entered herein, and that upon the complaint herein as confessed by the said defendant, it appears that the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proven are sufficient in law to entitle the plaintiff, Dale E. Wales, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided

does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That all the right, title, and interest of the defendant, Diane Wales, in and to the following described property, to-wit:

Trailer House
1937 Chevrolet Sedan Automobile, Motor No. 29,795, Serial Number 66 B 10-1643

Household furniture and equipment located at 1318 Idaho Street, Boise, Idaho.

Equity in Lot Six (6), Block One (1) of Randall Addition No. One (1) in Ada County, Idaho.

is hereby set over to the plaintiff, Dale E. Wales, to have and to hold as his sole and separate property.

DATED At Gooding, Idaho, this 27TH day of July, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Dale E. Wales -vs- Diana Wales

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 27th day of July A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

Copy

6965

Filed: June 10,1949 at 2:35 P.M.
Eileen Madsen,Clerk of District Cour
By: Hettie A. Kelley,Deputy

Bk-143-page-100

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO. FOR AND IN THE COUNTY OF JEFFERSON.

James C, Lambert. Plaintiff.

vs,

Caroline Lambert Defendant.

DECREE OF THE COURT.

On this 10 day of June, in the year 1949,this cause coming on regularly to be heard at Chambers,at Idaho Falls, Idaho. and the defendant not being a resident of the State of Idaho, and summons was served by publication and a true copy of said summons attached to a true copy of the verified complaint having been mailed to the Defendant at her last known address,to-wit; Reading, State of Pennsylvania, and the time having elapsed and expired, the default of the Defendant having been had and placed of record,and the Plaintiff appearing in open court in person and by his Attorney of record,and the Defendant failing to appear either in person,or by attorney,or at all,and no legal reason existing therefore the court proceeded to hear said cause,whereupon the Plaintiff was duly sworn and examined as A Witness in his own behalf,and thereafter Leon A,Lambert was duly sworn and examined as a witness in Plaintiffs behalf,whereupon Plaintiff rests and said cause was submitted to the court for decision, whereupon the court finds that the Plaintiff has for many years last past been a resident of the State of Idaho, that the Plaintiff and the Defendant inter-married at Ely, Nevada on the 17th day of August,1948,and ever since have been and now are Husband and Wife.

That the Defendant herein has not been residing in the State of Idaho, since the 13th day of November,1948,leaving the State at that time and having failed to return.

That during the time of the marriage and coverture of the Plaintiff and the Defendant there has been no children born to them but the Defendant had a child of her own that belonged to a former marriage, prior to the said marriage of the Plaintiff and the Defendant.Neitherhas there been or now exists any property,either real or personal that was acquired during the time of the said marriage. to be adjusted by the Court.

That the Defendant was prior to her said marriage a

over

resident of the State of Pennsylvania, that the Plaintiff who was in service of his country at the time of his marriage, brought her out to this state at the time of his discharge and started house keeping here in the State of Idaho.

The court finds that almost immediately after said Marriage as aforesaid, the ~~Plaintiff~~ Defendant was guilty towards this Plaintiff of cruelty in this, that after being married one Month, the Defendant refused to live with the Plaintiff, or to tolerate him to sleep with her at Night, and the Plaintiff either had to sleep in the coal House, or find other places to sleep, which he did by staying at the Neighbors during the rest of the time that she remained in Idaho.

That she did not have any interest in any House hold duties and refused to do any House work,or maintain the dignity of a new bride and became sloppy,refused to cook,and the Plaintiff had to do his own cooking,and prepare his own food,if he had anything to eat.

That her Language was not becoming a Wife, accusing him the Plaintiff of deceiving her and in her anger used unbecoming language, assisted by her Mother in law who had taken up quarters with them,making life miserable and unbearable to this Plaintiff;

That on the 13th day of November 1946,she decided to go back with her Mother into the State of Pennsylvania, this Plaintiff gave her the sum of $500,00, to bear her expenses while away,it being understood that it was a visit only and she would return,however instead of returning, she has asked for another $500,00, and accuses him of being not as good as her former Husband, of which she was divorced, that She was through with him the Plaintiff, that he knew nothing about marriage, or any of its responsibilities, and using a sharp biting Language in her opinions of him, that the effect of Defendants ± treatment as above set forth has been to enoy, distress, harass and vex and humilitate this Plaintiff and to render his life burdensome and unsupportable and inflicting mental and physicial injury to his peace of mind,and rendering the continuation of the marriage relation u undersiable and unsupportable.

And it appearing to the court that the equities are with the Plaintiff,and that the allegations set forth in

over

Plaintiffs verified complaint are true, that the Plaintiff is entitled to a decree of Divorce dissolving the Bonds of Matrimony hereto fore and now existing between the Plaintiff and the Defendant, and the court being fully advised in the premises,--

It is therefore Ordered, Adjudged and Decreed by the Court, that the Bonds of Matrimony heretofore and now existing between the Plaintiff and the Defendant, be, and they are hereby totally dissolved;

~~xxxx

Bk-113-Page-11

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEFFERSON

RUBY ALDERETTE, Plaintiff, vs SAM F. ALDERETTE Defendant.	DECREE OF DIVORCE

This cause coming on regularly to be heard this 10th day of June, 1949, at Chambers of said Court, at Idaho Falls, Bonnveille County, Idaho, before the Honorable Henry S. Martin, Judge of said Court, the plaintiff appearing by T. Harold Lee, attorney, and the defendant not appearing either in person or by counsel, the said matter was finally heard and submitted to the Court, upon the plaintiff's verified Complaint, and the evidence submitted on behalf of the plaintiff by the following witnesses: Ruby Alderette and ERMA HAYDEN ; from which it appears that all of the material allegations of the complaint are sustained by the testimony, free from all legal exceptions as to its competency, admissibility and sufficiencey; that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the releif prayed for in her complaint; that the plaintiff was a resident of the County of Jefferson, State of Idaho, at the time the suit was commenced and filed, and for a period of more than six full weeks immediately prior thereto; and the default of the defendant having heretofore been entered on motion of T. Harold Lee, counsel for the plaintiff,

It is ordered, adjudged, and decreed, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such cases made andprovided, does order, adjudge and decree that the marriage between the plaintiff, Ruby Alderette, and the defendant, Sam F. Alderette, be dissolved, and the same is hereby dissolved accordingly, and the said parties

are and each of them is freed and absolutely released from the bonds of matrimony and all the obligations thereof.

It is further ordered, adjudged and decreed that the plaintiff, Ruby Alderette, be restored to the name of Ruby Gibbs, which was her name prior to her marriage to the defendant.

/s/ HENRY J. MARTIN

(Seal)

Judge of the District Court of the Ninth Judicial District of the State of Idaho

STATE OF IDAHO)
) ss
County of Jefferson)

I, the undersigned Judge of the District Court of the Ninth Judicial District of the State of Idaho, do hereby certify that I have compared the above and foregoing Decree of Divorce and that it is a full, true and correct copy of the Decree of Divorce on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of this office this 10th day of June, 1949.

Judge of the District Court of the Ninth Judicial District of the State of Idaho

STATE OF IDAHO,)
County of Jefferson,) ss.

6966

I HEREBY CERTIFY That the within is a full, true and correct copy of the

"DECREE OF DIVORCE" IN THEMATTER OF THE CASE OF

RUBY ALDERETTE, Plaintiff,

-vs-

SAM F. ALDERETTE, Defendat

as appears of record in my office, in Book 143 of JUDGMENTS on Page 101

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Rigby, Idaho, this 4th day of August, 19 49

Eileen Madsen
Clerk and Ex-Officio Recorder.

By: Nettie A. Kelly
Deputy.

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEFFERSON

Filed: June 18,1949 at 10:20 A.M.
Eileen Madsen,Clerk of the Dist.Court

WILMA FIKSTAD
Plaintiff

vs.

J. GORDON FIKSTAD
Defendant

DECREE OF DIVORCE

This cause coming on regularly to be heard this 17th day of June, 1949, at Chambers of said court, at Idaho Falls, Bonneville County, Idaho, before the Honorable Henry S. Martin, Judge of said Court, the plaintiff appearing by T. Harold Lee, Attorney, and the defendant not appearing either in person or by counsel, the said matter was finally heard and submitted to the Court, upon the plaintiff's verified Complaint, and the evidence submitted on behalf of the plaintiff by the following witnesses: Wilma Fikstad and ; from which it appears that all of the material allegations of the complaint are sustained by the testimony, free from all legal exceptions as to its competency, admissability and sufficiency; that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in her complaint; that the plaintiff was a resident of the County of Madison, State of Idaho, at the time the suit was commenced and filed, and for a period of more than six full weeks immediately prior thereto; and the default of the defendant having heretofore been entered on motion of T. Harold Lee, cousel for the plaintiff,

IT IS ORDERED, ADJUDGED, AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such cases made and provided, does order, adjudge and decree that the marriage between the plaintiff Wilma Fikstad, and the defendant, J. Gordon Fikstad, be dissolved, and the same is hereby dissolved accordingly, and the said parties and

each of them is freed and absolutely released from the bonds of matrimony and all the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the care, custody, control, and education of Kaylene Fikstad the minor child of the plaintiff and defendant be, and the same is, hereby awarded to the plaintiff, Wilma Fikstad, subject to the right of the defendant, J. Gordon Fikstad, to visit said minor child at all reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the defendant pay to the plaintiff the sum of $30. (thirty dollars) per month for the support and maintenance of the plaintiff and said minor child; that said sum be paid on the 17th day of each and every month, commencing with the month of July 1949, and continuing thereafter monthly.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the plaintiff be and is hereby awarded all household goods and furniture belonging to plaintiff and defendant and that defendant be and is hereby awarded the equity in one certain 1941 DeSoto automobile, license No. IJ-133 Idaho, belonging to plaintiff and defendant.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the defendant pay to the plaintiff the sum of Seventy-five ($75.00) dollars as and for attorney's fees, and costs in the sum of Sixteen ($16.00) Dollars.

Dated this 17th day of June, 1949.

Henry S. Martin

DISTRICT JUDGE

STATE OF IDAHO,)
County of Jefferson,) ss.

6967

I HEREBY CERTIFY That the within is a full, true and correct copy of the

DECREE OF DIVORCE" in the matter of the case of

WILMA FIKSTAD, Plaintiff

-vs-

J. GORDON FIKSTAD, Defendant

as appears of record in my office, in Book 143 of Judgments on Page 102.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Rigby, Idaho, this 4th day of August 19 49.

Eileen Madsen
Clerk and Ex-Officio Recorder.

By: Bertha G. Kelley
Deputy.

Bk-123-Page-103.

6968

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEFFERSON

Filed: June 18,1949 at 11:10 A.M.
Eileen Madsen,Clerk of District Cour

KATHLEEN RUTH BAKER
Plaintiff

vs.

NORMAN D. BAKER
Defendant

DECREE OF DIVORCE

This cause coming on regularly to be heard this 17th day of June, 1949, at Chambers of said Court, at Idaho Falls, Bonneville County, Idaho, before the Honorable Henry S. Martin, Judge of said Court, the plaintiff appearing by T. Harold Lee, attorney, and the defendant not appearing either in person or by counsel, the said matter was finally heard and submitted to the Court, upon the plaintiff's verified Complaint, and the evidence submitted on behalf of the plaintiff by the following witnesses: Kathleen Ruth Baker and ; from which it appears that all of the material allegations of the complaint are sustained by the testimony, free from all legal exceptions as to its competency, admissability and sufficiencey; that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in her complaint; that the plaintiff was a resident of the County of Jefferson, State of Idaho, at the time the suit was commenced and filed, and for a period of more than six full weeks immediately prior thereto; and the default of the defendant having heretofore been entered on motion of T. Harold Lee, counsel for the plaintiff,

IT IS ORDERED, ADJUDGED, AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such cases made and provided, does order, adjudge and decree that the marriage between the plaintiff, Kathleen Ruth Baker, and the defendant, Norman D. Baker, be dissolved, and the dame is hereby dissolved accordingly, and the said parties

are and each of them is freed and absolutely released from the bonds of matrimony and all the obligations thereof.

It is further ordered, adjudged and decreed that the plaintiff, Kathleen Ruth Baker, be restored to the name of Kathleen Ruth Sheat, which was her name prior to her marriage to the defendant.

/s/ Henry TS. Martin
Judge of the District Court of the Ninth Judicial District of the State of Idaho

(Seal)

STATE OF IDAHO)
) ss
County of Jefferson)

I, the undersigned Judge of the District Court of the Ninth Judicial District of the State of Idaho, do hereby certify that I have compared the above and foregoing Decree of Divorce and that it is a full, true and correct copy of the Decree of Divorce on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of this office this 17th day of June, 1949.

Judge of the District Court of the Ninth Judicial District of the State of Idaho

6968

STATE OF IDAHO,)
County of Jefferson,) ss.

I HEREBY CERTIFY That the within is a full, true and correct copy of the

"DECREE OF DIVORCE" IN the matter of the case of

KATHLEEN RUTH BAKER, Plaintif

-vs-

NORMAN D. BAKER, Defendant

as appears of record in my office, in Book 143 of Judgments on Page 103.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Rigby, Idaho, this 4th day of August, 19 49

Eileen Madsen, By Kathleen A. Kelly
Clerk and Ex-Officio Recorder. Deputy.

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEFFERSON

JANE E. PARKS WALTON,

Plaintiff,

vs.

CHARLES T. WALTON,

Defendant.

DECREE OF DIVORCE

FILED June 25, 1949 9:45 A.M.
Eileen Madsen
BY
CLERK, DISTRICT COURT
DEPUTY

This cause coming on regularly to be heard this 24th day of June, 1949, at Chambers of said Court, at Idaho Falls, Bonneville County, Idaho before the Honorable Henry S. Martin, Judge of said Court, the plaintiff appearing by T. Harold Lee, Attorney, and the defendant not appearing either in person or by counsel, the matter was finally heard and submitted to the Court, upon the plaintiff's verigifed complaint and the stipulation of the parties hereto and their attorneys, and the evidence submitted on behalf of the plaintiff by the following witnesses: Jane E. Parks Walton, and T. Harold Lee; from which it appears that the defendant has been duly served with process, and has appeared in this cause, entered into a stipulation duly signed by the respective parties and their attorneys, wherein and whereby the defendant agreed that his demurrer be withdrawn, and refused to demur, answer or plead further, and consented to the entry of default against him, and it further appearing that the defendant has failed to appear and answer plaintiff's complaint, and the time for answering having expires, and no answer or demurrer having been filed and the default of the defendant having been duly entered herein, and the court having heard the testimony of of the plaintiff and her witness, and having considered the stipulation of the parties, and good cause appearing therefor, and it appearing that said stipulation was in all respects fair and equitable,

IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such cases made and provided, does order, adjudge

and decree that the marriage between the plaintiff Jane E. Parks Walton and Charles T. Walton, be dissolved and the same is hereby dissolved accordingly, and the said parties and eache of them is freed and absolutely released from the bonds of matrimony and all obligations thereof.

IT IS FURTHER ORDERED ADJUDGED AND DECREED That the name of the plaintiff be restored to Jane E. Parks, which was her name prior to her marriage.

IT IS FURTHERE ORDERE, ADJUDGED AND DECREED That the parties hereto have acquired no community property during their period of coverture, and that there are no community property rights to be setttled by this action.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the plaintiff is hereby awarded as her sole and seperate property, which was owned by her before her marriage to the defendant the following described property, to-wit:

> The North Half ($N\frac{1}{2}$) of the South Half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Twelve (12), Township Four (4) North, Range Thirty-eight (38) East of the Boise Meridian Jefferson County, Idaho, together with all ditch and water rights appurtenant or in anywise appertaining thereto, and situtate in said County of Jefferson, State of Idaho,

as her sole and separate property and for her sole and separate use and benefit.

IT IS FURTHER ODERED ADJUDGED AND DECREED That the defendant is hereby awarded as his sole and separate property, which was owned by him prior to his marriage to the plaintiff, or has been since acquired by said defendant from his separate funds, the following described property, to-wit:

> Lot Two (2) of Section Seven (7) in Township Four (4) North, Range Thirty-nine (39) East Boise Meridian, Jefferson County, Idaho, together with 79.99 inches of water in the North Rigby Canal Company, a corporation. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY, TO-WIT: Beginning at the Northwest Corner of Lot 2, in Section 7, in Township Four North, Range 39 East Boise Meridian, Jefferson County, Idaho and running thence East 75 rods, more or less to the Northeast Corner of said Lot 2, as aforesaid; thence South 11 rods; thence West 75 rods, mor or less to the West Line of said Lot 2; as aforesaid; thence North 11 rods to the place of beginning;

and the following described property, to-wit:

> Lot One (1) and beginning at the Southeast Corner of said Lot One (1) and running thence East Thirty (30) feet, thence North One Hundred Thirty-five (135) feet, thence West Thirty (30) feet, thence South One Hundred Thirty-five (135) feet to the place of beginning, and all being in Block Seven (7) of the Mathias Third Addition to the City of Rigby, Jefferson County, Idaho, according to the duly recorded plat thereof,

as his sole and separate property and for his sole and separate use and benefit.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant pay to the plaintiff the sum of Niney-one and 44/100 ($91.40) Dollars in cash lawful money of the United States of America as and for full settlement of any and all claims and demands of the plaintiff or her said attorney against the defendant for suit money, court costs and attorney's fees.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff is not, nor is she entitled to alimony from the defendant.

MADE, DATED and ENTERED This 24th day of June, 1949.

?S? HENRY S. MARTIN
DISTRICT JUDGE

STATE OF IDAHO)
) ss.
County of Jefferson)

I, the undersigned Clerk of the District Court of the Ninth Judicial District of the State of Idaho, in and for the County of Jefferson do hereby certifiy that I have compared the above and foregoing Decree of Divorce and that it is a full, true, and correctror copy of the Decree of Divorce on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of this office this 24th day of June, 1949.

CLERK OF THE DISTRICT COURT

STATE OF IDAHO,)
County of Jefferson,) ss.

I HEREBY CERTIFY That the within is a full, true and correct copy of the

"DECREE OF DIVORCE" in the matter of the case of

6969

JANE E. PARKS WALTER, Plaintiff

-vs-

CHARLES T. WALTON, Defendant

as appears of record in my office, in Book 143 of Judgments on Page 110.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Rigby, Idaho, this 4th day of August, 19 49

Eileen Madsen
Clerk and Ex-Officio Recorder.

By Kathleen Kelley
Deputy.

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEFFERSON

EMMA JEAN EVANS,
Plaintiff,
vs.
LLOYD P. EVANS,
Defendant.

Filed: June 6, 1949 at 11:30 A.M.
Eileen Madsen, Clerk of District Court

DECREE OF DIVORCE

This cause came regularly on to be heard this 24th day of June, 1949, at Chambers of said Court at Idaho Falls, Bonneville County, Idaho, before the Honorable Henry S. Martin, Judge of said Court, the plaintiff appearing by Wm. P. Hemminger, her attorney, and the defendant not appearing either in person or by counsel, and the defendant having been duly and regularly served with process, and the default of the defendant having been heretofore entered herein, the said cause was finally heard and submitted to the Court upon the plaintiff's verified complaint and the evidence submitted on behalf of the plaintiff by the following witnesses: Emma Jean Evans and Bonita Ossmen, from which it appears that all the material allegations of the complaint are sustained by the testimony, free from all legal exceptions as to its competency, admissibility and sufficiency; that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in her complaint; that the plaintiff was a resident of the County of Jefferson, State of Idaho at the time the suit was filed and was a resident of the State of Idaho and County of Jefferson for a period of more than six weeks immediately prior thereto.

On motion of Wm. P. Hemminger, counsel for plaintiff, it is ordered, adjudged and decreed, and this Court, by virtue of the power and authority therein vested, and in pursuance of the Statutes in such cases made and provided, does order, adjudge and decree that the marriage between the said plaintiff, Emma Jean Evans, and the defendant, Lloyd P. Evans, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is freed and absolutely released from the bonds of matrimony and

all the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the said plaintiff, Emma Jean Evans, be and she is hereby awarded and decreed as her sole and separate property and for her sole and separate use and benefit the following described real property situated, lying and being in the County of Jefferson, State of Idaho, and which is the separate property of the plaintiff owned by her before her marriage to the defendant.

Lots ten (10) and Eleven (11) in the subdivision of Lots Seven (7) and Eight (8), in Block Ten (10), in the Original Townsite of Rigby, Jefferson County, Idaho, according to the duly recorded plat or plan thereof.

Done at Chambers of said Court at Idaho Falls, Bonneville County, Idaho, before the undersigned Judge of said Court this 24th day of June, 1949.

Henry S. Martin
JUDGE OF THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO.

STATE OF IDAHO,)
County of Jefferson,) ss.

6470

I HEREBY CERTIFY That the within is a full, true and correct copy of the

" DECREE OF DIVORCE" in the matter of the case of

EMMA JEAN EVANS, Plaintiff,
-vs-
LLOYD P. EVANS, Defendant

as appears of record in my office, in Book 143 JUDGMENTS of ____ on Page 111.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Rigby, Idaho, this 4th day of August, 1949.

Eileen Madsen
Clerk and Ex-Officio Recorder.

By: Hattie G. Fields
Deputy.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME.

Grace Bible,

Plaintiff,

vs.

Howard D. Bible,

Defendant,

DECREE.

The above entitled matter came on regularly to be heard in chambers at Twin Falls, County of Twin Falls, State of Idaho, before the Honorable HUGH A. BAKER ~~Ralph E. Bowe~~, a Judge of the above entitled Court upon the complaint of plaintiff herein taken as confessed by the defendant. Wayne A. Barclay appearing as counsel for plaintiff and no person appearing as counsel for defendant and the defendant not being present in Court and it appearing to the Court that legal and proper service of summons and complaint had heretofore been made upon said defendant; that the said defendant is in default and that the default of the said defendant has been duly and regularly entered, the cause proceeded to trial;

Testimony in behalf of plaintiff was presented and proofs taken herein and the testimony being closed, the matter was submitted to the Court for his decision and the Court being fully advised in the premises and it appearing to the Court that all of the material allegations of plaintiff's complaint are sustained by testimony free from all legal objections and exceptions as to its competency, admissability and sufficiency and that said matters so alleged and proved are sufficient in law to enable plaintiff to obtain the relief prayed for in her complaint; that plaintiff was a bona fide resident of the State of Idaho for more than six full weeks immediately preceeding the commencement of this action; that there are no living children as the issue of the marriage of plaintoff and defendant and that there is no community property belong-

ing to the parties hereto to be assigned by the Court in this action and that plaintiff is entitled to a decree of divorce as prayed in h said complaint;

IT IS ORDERED, ADJUDGED AND DECREED:

That the marriage of the said plaintiff, Grace Bible, and the said defendant, Howard D. Bible, be dissolved and set aside and that the same is hereby dissolved and set aside accordingly and that the said parties are, and each of them is hereby freed and absolutely released from the bonds of matrimony and all of the obligations thereof.

Done in chambers at Twin Falls in Twin Falls County, State of Idaho, this 15th day of July, 1949.

/s/ Hugh A Baker
~~Kales M. Dowe~~
District Judge.

COMPARED

INDEXED INDEXED

Book 6 Judg Page 83

Case No. 3203
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

FILED JUL 15 1949
Mabel A Beveridge
CLERK
BY Jewell E. Dysert
DEPUTY CLERK

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

INDEXED COMPARED

Case No. 3204

DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

FILED JUL 23 1949
Mabel A Beveridge
CLERK
BY Mariana Morrison
DEPUTY CLERK

ROBERT W. IVERSON,

PLAINTIFF

-vs-

LEAH IVERSON,

DEFENDANT

D E C R E E

Judge Page 84

The above-entitled matter came on for hearing and final determination before the undersigned, one of the Judges of the above-entitled Court, sitting in Chambers, at Twin Falls, County of Twin Falls, State of Idaho, on this 22nd day of July, 1949, it appearing that the Defendant has been duly and regularly served with Summons and Complaint and has not appeared herein and has not plead to Plaintiff's Complaint, and the time for appearing and pleading having elapsed;

Plaintiff appeared in person and with his attorney of record, Richard H. Seeley, and the Defendant appearing not nor any person for her, and being in default, which has been heretofore duly entered against her, and proof having been submitted, free and clear from all exceptions and objections, from which it appears that the Plaintiff is now and for more than six full weeks immediately preceding the commencement of this action has been a resident of the State of Idaho, that Plaintiff and Defendant have entered into an Agreement settling their property rights, care and custody of children and claims for alimony and maintenance, and it appearing that said Agreement should be approved, ratified and confirmed in every respect except as to the custody of Pauline Iverson, one of the minor children of the parties hereto, that the Plaintiff should have the care, custody and control of both of saidminor children, and that the Plaintiff is entitled to a divorce upon the grounds of Extreme Cruelty:

Now, therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

That the bonds of matrimony heretofore existing between Plaintiff and Defendant be and the same are hereby forever dissolved and set aside, and that said parties be and each of them is freed and released from said bonds and from all of the obligations thereof.

That the Plaintiff be and he hereby is awarded the care, custody and control of Pauline Iverson and Martin Wayne Iverson, minor children of the parties hereto.

That the Agreement, Plaintiff's Exhibit A, entered into by and between the parties hereto, be and the same is hereby approved, ratified and confirmed in every respect except so far as it pertains to the custody of Pauline Iverson, one of the minor children.

Dated July 22, 1949.

Kales R. Lowe
District Judge

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME.

W. R. Hopkins,

Plaintiff,

vs.

Jewel L. Hopkins,

Defendant,

DECREE.

The above entitled matter came on regularly to be heard in chambers at Twin Falls, in the County of Twin Falls, State of Idaho before the Honorable Kales E. Lowe, a Judge of the above entitled Court this 29th day of July, 1949, upon the complaint of plaintiff herein taken as confessed by the defendant, Wayne A. Barclay, appearing as counsel for plaintiff and no person appearing as counsel for defendant and the said defendant not being present in Court and it appearing to the Court that legal and proper service of summons and complaint has heretofore been made upon said defendant; that the said defendant is in default and that the default of the said defendant has heretofore been duly and regularly entered, the cause proceeded to trial;

Testimony in behalf of plaintiff was presented and proofs taken herein and the testimony being closed, the matter was submitted to the Court for his decision and the Court being fully advised in the premises and it appearing to the Court that all of the material allegations of plaintiff's complaint are sustained by testimony free from all legal objections and exceptions as to its competency, admissability and sufficiency and that said matters so alleged and proved are sufficient in law to enable plaintiff to obtain the relief prayed for in his complaint; that plaintiff was a bona fide resident of the State of Idaho for more than six full weeks immediately preceeding the commencement of this action; that there is a minor daughter living as the issue of said marriage of plaintiff and defendant, namely: Rosemary Hopkins whose age is

fifteen years and who presently resides with and is within the care custody and control of plaintiff; that prior to the commencement of this action the parties hereto made and entered into an agreement dividing the community property of plaintiff and defendant and that said agreement has heretofore been completely performed by each of the parties to this action and that the said agreement should be by this Court approved and confirmed and that plaintiff is entitled to a decree of divorce as prayed in his said complaint;

IT IS ORDERED, ADJUDGED AND DECREED:

That the marriage of the said plaintiff, W. R. Hopkins, and the said defendant, Jewel L. Hopkins, be dissolved and set aside and that the same is hereby dissolved and set aside accordingly and that the said parties are and each of them is hereby freed and absolutely released from the bonds of matrimony and all of the obligations thereof;

That plaintiff be and he is hereby awarded the care, custody and control of the minot daughter of plaintiff and defendant, namely: Rosemary Hopkins;

That the property settlement heretofore made and entered into by and between the parties to this action, introduced at the trial of this matter as Plaintiff's Exhibit "A" be and the same is in all respects hereby approved and confirmed.

Dated this 29th day of July, 1949.

Kales E. Lowe
District Judge.

Case No. 3208
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED JUL 29 1949
CLERK
BY DEPUTY CLERK

Judy 6 - Page 86

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

****

14326

JUN 30 1949

MYRTLE ANN TAYLOR	)	
Plaintiff,	)	
vs.	)	DECREE OF DIVORCE
FRANK A. TAYLOR	)	
Defendant,	)	

****

This cause having come on regularly for hearing before the Honorable O. C. Wilson, one of the Judges of the above entitled Court on the 30th day of June 1949, and it appearing to the Court that the said defendant Frank A. Tayler was duly and regularly served with legal process herein and that thereafter through his attorney J. Ward Arney entered an appearance in said cause by filing a demurrer to said complaint together with a written stipulation therein whereby it is agreed that said findings of fact and conclusions of law would be waived and said demurrer overruled and said cause set for hearing forthwith, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Myrtle Ann Tayler plaintiff and Frank A. Taylor defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of extreme cruelty.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff be decreed as her sole and separate property all of the following real and personal property to wit:

Lot seven (7) Block four (4) North Park Addition to Coeur d' Alene, Idaho, except being a portion of Lot 7, Block 4 North Park Addition to Coeur d'Alene, Kootenai County, State of

Idaho; beginning at the Southeast corner of said Lot 7, thence West along the South boundary of said Lot 7, a distance of 28'; thence at right angles across said lot and parallel to the east and west boundary lines of said lot to the North boundary of said Lot; thence at right angles East along said North boundary line of said Lot 7 to the East boundary line of said Lot 7 thence at right angles South along said East boundary line to place of beginning together with the buildings and appurtenances thereunto belonging.

AND

Necessary household furniture.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that said defendant be required to pay the taxes on the above and foregoing real estate for the year 1949.

Dated at Coeur d'Alene, Idaho, this 30th day of June 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Myrtle Ann Taylor vs. Frank A. Taylor now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 30th day of June 1949.

Jas. A. Foster
Clerk

By _____
Deputy

6975

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

MARY E. BERGER,

Plaintiff,

-vs-

ROBERT L. BERGER,

Defendant.

14336

DECREE OF DIVORCE

JUN 30 1949

JAS. A. FOSTER

THIS cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after legal service of summons; and the defendant's default having been entered by order of the Court; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Mary E. Berger, and defendant, Robert L. Berger, be and the same are hereby set aside and held for naught, and plaintiff, Mary E. Berger, is granted a decree of absolute divorce from defendant, Robert L. Berger on the ground of mental suffering, amounting to extreme cruelty; that the care and custody of Starlette A. Berger, the minor child of said parties shall be and hereby is awarded to plaintiff.

Dated at Coeur d'Alene, Kootenai County, State of Idaho this 30 day of June, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)
ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above Court, hereby certify the foregoing to be a true copy of the original divorce decree in the above entitled matter now on record.

WITNESS my hand and the seal of said Court this 30th day of June, 1949.

Jas. A. Foster
Clerk

(Seal)

By _____
Deputy

6976

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

JUL 5 - 1949

WILLIAM E. HIRTLER,
Plaintiff,
vs.
ELIZABETH D. HIRTLER,
Defendant.

No. 14291

DECREE

This cause having regularly been heard before the undersigned judge of the above entitled court in the courtroom at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and it appearing from the records and files herein that defendant is in the military service; that she regularly admitted service of the alias summons and complaint herein and entered a general appearance in this case; that more than twenty (20) days have expired since the date of such service; that no answer has been filed or appearance made by, or on behalf of, defendant herein; that defendant, by an acknowledged instrument, has regularly waived all provisions of Sec. 50 U.S.C.A., Appendix - Sections 501 et seq. and correlated provisions as to entry of default against persons in the military service, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 10-304, Idaho Code, 1947; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

(1). The marriage contract of April 5, 1948, entered into by

the parties hereto at Coeur d'Alene, Kootenai County, Idaho, is hereby annulled on the ground that consent of the plaintiff herein to such marriage was obtained by fraud perpetrated by the defendant within the meaning of Paragraph 4, Sec. 32-501 Idaho Code, 1947, and correlated provisions of the laws of the State of Idaho.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 5th day of July, 1949.

C. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of annulment now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 5th day of July, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

6977

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

ROBERT DEAN,
Plaintiff,
-vs-
VIRGINIA M. DEAN,
Defendant.

14238

DECREE OF DIVORCE

JUL - 6 1949
Jas. A. Foster

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after acceptance of summons, and acknowledgment thereof in writing; and her default having been entered by ~~order of the Court~~ after filing of affidavit of non-military service of defendant by plaintiff; the plaintiff appearing by his attorney, Harry H. Kinsey, and the deposition of plaintiff having been regularly published and entered of record by order of the Court on behalf of plaintiff; and from such proof ~~and other evidence oral and written~~ introduced, and the Court being fully advised in the premises, and entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Robert Dean, and defendant, Virginia M. Dean, be and the same are hereby set aside and held for naught, and plaintiff, Robert Dean, is granted a decree of absolute divorce from defendant, Virginia M. Dean, on the ground of mental suffering, amounting to extreme cruelty.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 6 day of July, 1949.

~~Jas.~~ E. V. Baughton
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 6 day of July, 1949.

Jas. A. Foster
Clerk

(Seal)

By _____
Deputy

6978

14378

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

JUL - 7 1949

OLIVE JEAN COVINGTON,	:	
Plaintiff,	:	
vs.	:	DECREE
RAYMOND EUGENE COVINGTON,	:	
Defendant.	:	

This matter having come on regularly for hearing before the undersigned Judge of the above entitled Court, on the 7 day of July, 1949, plaintiff appearing in person and by her attorney of record, and the defendant having been personally served with a true and correct copy of the Complaint and Summons and his default having been duly and regularly entered and filed herein, and the plaintiff being duly sworn and examined, testified on behalf of herself in support of the allegations of her testimony in connection with her residence, and the Court having heard and considered all of the evidence introduced and being duly and fully advised in the premises, and having made its Findings of Fact and Conclusions of Law herein,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby dissolved and set aside, and the plaintiff is hereby granted an absolute decree of divorce upon the ground of Extreme Cruelty, from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff be, and she hereby is awarded the absolute care, custody and control of the minor children, Cherie Lynn Covington, Raymond Dwaine Covington and Yvonne Marie Covington.

Done in open Court this 7 day of July, 1949.

E. C. Wilson
District Judge

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the for going to be a full, trus and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court, on this, the 7th day of July, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

***

WILLIAM EDWARD MUNSON)
Plaintiff,) 12336
vs.) DECREE OF DIVORCE
CORINTHA A. MUNSON)
Defendant,)

JUL - 7 1949

***

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 7th day of July 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by his attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between William Edward Munson plaintiff and Corintha A. Munson defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of extreme cruelty.

Dated at Coeur d'Alene, this 7th day of July 1949.

E. V. Boughton
District Judge

COPY 14390 6980

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

HARRIETTE J. SPURRIER, (No. _____
Plaintiff, JUL 11 1949
vs.) DECREE
WARREN T. SPURRIER, Sue Langford
Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The custody of David LeRoy, 4, is hereby vested in plaintiff, the defendant to have reasonable rights of visitation with the child.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 11th day of July, 1949.

(SEAL)
ATTEST:

E. V. Boughton
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT 6981

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

RALPH E. BROOKS, (No. 14386

Plaintiff,

JUL 11 1949

vs.) DECREE

JAS. A. FOLEY

PEARL BROOKS,

Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). Defendant is hereby restored to her former name of Pearl Billings.

(5). Plaintiff is hereby awarded, as his sole and separate property, the equity, subject to a mortgage to the First Federal Savings & Loan, on a portion of the West 1/2 of the SE 1/4 of Section 12, Town-

ship 50 North, Range 4 W.B.M., Kootenai County, Idaho, described as: Beginning at a point on the west line of 9th Street in Coeur d'Alene, Kootenai County, Idaho, 1650 feet south of the north line of said SE 1/4 of said Section 12; thence West 120 feet; thence at right angles North 125 feet; thence at right angles East 120 feet; thence at right angles South 125 feet along the west line of said Ninth Street to place of beginning, together with all incidents thereto and improvements thereon, including after acquired title.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 11th day of July, 1949.

E. V. Boughton
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

14346 6982

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

ROMAYNE A. KNUTSON,)
Plaintiff,)
vs.) DECREE OF DIVORCE
BETTY JEAN KNUTSON,)
Defendant.)

STATE OF IDAHO County of Kootenai FILED JUL 11 1949 JAS. A. FOSTER Sue Langford

This cause came regularly on for hearing this day before the undersigned Judge of the above entitled Court, defendant having been duly and regularly served with process herein, and having failed to appear, plead, answer or demur to the complaint of plaintiff, within the time provided by law, or at all, and the default of said defendant for such failure to appear, plead, answer or demur having been duly and regularly entered herein, plaintiff appearing in person and by his attorneys, McFarland & McFarland, and no one for defendant, whereupon witnesses were sworn and testified, and documentary evidence introduced on behalf of plaintiff, and I, the Judge of said Court, having made and entered herein my Findings of Fact and Conclusions of Law in favor of plaintiff and against defendant,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby set aside, and plaintiff, Romayne A. Knutson, be, and he is hereby granted an absolute divorce from the defendant, Betty Jean Knutson.

Dated this 11th day of July, 1949.

O. C. Wilson
Judge of the District Court

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

*****

JULIA HERMNIE ELLISON)
Plaintiff,)
vs.)
WILLIAM THOMAS ELLISON)
Defendant,)

14398

JUL 20 1949

JAS. A. FC

DECREE OF DIVORCE

*****

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 20th day of July 1949, before the Honorable E.M.Boughton, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by her attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Julia Hermnie Ellison plaintiff and William Thomas Ellison defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of extreme cruelty.

Dated at Coeur d'Alene, this 20th day of July 1949,

E.V.Boughton
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Julia Hermnie Ellison vs. William Thomas Ellison now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 20th day of July, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

6984

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

J. B. HAYES,

Plaintiff,

-vs-

SARAH E. HAYES,

Defendant.

14401

DECREE OF DIVORCE

JUL 20 1949

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after acceptance of summons and acknowledgment thereof; and the defendant's default having been entered; the plaintiff appearing in person and by his attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises and having entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, J. B. Hayes, and defendant, Sarah E. Hayes, be and the same are hereby set aside and held for naught, and plaintiff, J. B. Hayes, is granted a decree of absolute divorce from defendant, Sarah E. Hayes, on the ground of mental suffering, amounting to extreme cruelty.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 20 day of July, 1949.

E. W. Boeglin
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 20 day of July, 1949.

By Jas. A. Foster
Clerk

(Seal)

Deputy

6985

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

JUL 20 1949

ZELMA JEANNE SIMS,	:	14396
Plaintiff,	:	
vs.	:	DECREE
JOHN A. SIMS,	:	
Defendant.	:	

THIS MATTER having come on regularly for hearing before the undersigned Judge of the above entitled Court, on the 20 day of July, 1949; plaintiff appearing in person and by her attorney, Wm. S. Hawkins; the defendant having been personally served with a true and correct copy of the Complaint and Summons, and his default having been duly and regularly entered and filed herein; the plaintiff being duly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted in connection with her residence; the Court having heard and considered all of the evidence introduced and being duly and fully advised in the premises, and having made its Findings of Fact and Conclusion of Law herein; now, therefore, it is

ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the bonds of matrimony heretofore and now existing between the plaintiff and defendant, be, and the same are, hereby dissolved and set aside and the plaintiff is hereby granted an absolute decree of divorce upon the grounds of Extreme Cruelty, from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff be, and she hereby is, awarded the care, custody and control of the minor children JOHN LAWRENCE and JACQUELINE LOUISE.

DONE in open Court, this 20 day of July, 1949.

District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 20 day of July, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

6986

Alberta Platt

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

OLIVE BEAMIS,)

Plaintiff

-vs-) D E C R E E

ALBERT L. BEAMIS,

Defendant)

13809

This cause came regularly on to be heard before the undersigned judge of the above entitled court, at chambers, at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and being represented by her counsel, Mr. James W. Wayne, the defendant not appearing, but having filed his answer herein and having waived any notice of time for hearing and having consented to the jurisdiction of the court in the premises. Thereupon competent and corroborative evidence was received, substantiating the allegations of the complaint and written findings of fact and conclusions of law having been expressly waived under 10-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

1. Plaintiff be and she hereby is granted a decree of absolute divorce from the defendant herein on the grounds of extreme cruelty.

2. Plaintiff has been a bona fide resident of and domiciled in the State of Idaho for at least six weeks next preceding the date of the commencement of this action.

3. That the property settlement, heretofore entered into between the parties, a copy of which has been received by the court in evidence, be and it hereby is approved.

Dated and done at Coeur d'Alene, Idaho this 21st day of July, 1949.

E. V. Boughton
District Judge

6987

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

Amelia Platt

MAYME A. MILLER,

Plaintiff,

vs.

ORAL L. MILLER,

Defendant.

DECREE

14402

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her Attorney, E. T. KNUDSON, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service within the State of Idaho, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and that

Findings of Fact and Conclusions of Law have been waived herein by failure of the Defendant to appear within the time provided by law.

NOW, THEREFORE, on motion of E. T. KNUDSON, Attorney for the Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, MAYME A. MILLER, and the Defendant, ORAL L. MILLER, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following described property, to-wit: Lot 10 of Block 6, O'Brien's First Addition to Coeur d'Alene, Kootenai County, Idaho, together with all household furnishings therein situate is hereby decreed to the Plaintiff, MAYME A. MILLER, as and for her sole and separate property and it is adjudged and decreed that the Defendant, ORAL L. MILLER, has no right, title, interest or estate whatever in or to said property.

IT IS FURTHER ORDERED AND DECREED, that the 1936 Ford Station Wagon and the 1937 Buick Two-door Coach automobile, both of which are described in Plaintiff's Complaint, is hereby decreed to the Defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor children of these parties is hereby awarded to the Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant be, and he hereby is permanently enjoined and restrained from molesting, disturbing, annoying or in any manner interfering with the Plaintiff. The Defendant is further restrained and enjoined from in any respect interfering with the

Plaintiff's custody and control of the two minor children and the Defendant is further restrained from going to the premises occupied by the Plaintiff for any purpose whatsoever.

Done in open Court this 21 day of July, A. D., 1949.

E. V. Baird Jr.
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: Alberta Platt
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of MAYME A. MILLER, Plaintiff, versus ORAL L. MILLER, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said District Court on this the 21st day of July, A. D., 1949.

Jas. A. Foster
Clerk

By: Alberta Platt
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

FRANCES HETLAND,

Plaintiff,

vs.

MARTIN OLIVER HETLAND,

Defendant.

14704

JUL 27 1949

DECREE

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her Attorney, E. T. Knudson, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service outside of the State of Idaho and within the State of South Dakota, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and that

Findings of Fact and Conclusions of Law have been waived by the Defendant's failure to appear herein within the time required by law.

NOW, THEREFORE, on motion of E. T. Knudson, Attorney for the Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, FRANCES HETLAND, and the Defendant, MARTIN OLIVER HETLAND, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

Done in open Court this 7th day of July, 1949.

E. C. Loughlin
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of FRANCES HETLAND, Plaintiff, versus MARTIN OLIVER HETLAND, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 7th day of July, A. D., 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

6989

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

*****

14417

JUL 27 1949

WANDA D. HEGEL	)	
Plaintiff,	)	
vs.	)	DECREE OF DIVORCE
WILLIAM J. HEGEL	)	
Defendant,	)	

****

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on this 27th day of July 1949, before the Honorable H. V. Boughton, one of the Judges of the above entitled Court and it appearing from the records in said cause that the defendant voluntarily entered his appearance in said cause and filed a written stipulation waiving the entry of findings of fact and conclusions of law and waiving any further time or notice of the time and place of trial and the plaintiff appearing in person and being represented by her attorney Harold S. Purdy and the defendant not being present or being represented whereupon witnesses were sworn and testified on behalf of plaintiff, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Wanda D. Hegel, plaintiff and William J. Hegel defendant be, and the same hereby are set aside and held for naught and plaintiff is granted a decree of absolute divorce from said defendant upon the grounds of extreme cruelty.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff be decreed the care, control, and custody of said minor child, subject to reasonable visitations by said defendant.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that said defendant be required to pay to said plaintiff the sum of $50.00 per month for the support and maintenance of said minor child.

Dated at Coeur d'Alene, Idaho, this 27th day of July 1949.

E. V. BOUGHTON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial district of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Wanda D. Hegel vs. William J. Hegel now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 27th day of July 1949.

Jas. A. Foster
Clerk

By _____
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

6990

JUL 27 1949

JAS. A. FOSTER

VESTA M. FRANKENFIELD,

Plaintiff,

vs.

CHARLES H. FRANKENFIELD,

Defendant.

No. 14367

DECREE

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). None of the children being in Idaho and the defendant having been served outside the State of Idaho, no provision is made herein as to either child custody or child support.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 27th day of July, 1949.

(SEAL)

E. V. Boughton
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

6991

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

GRETCHEN ESSLING,

Plaintiff,

-vs-

VICTOR E. ESSLING,

Defendant.

14394

JUL 27 1949

DECREE OF DIVORCE

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after acceptance of summons and acknowledgment thereof in writing; and the defendant's default having been entered ; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Gretchen Essling, and defendant, Victor E. Essling, be and the same are hereby set aside and held for naught, and plaintiff, Gretchen Essling, is granted a decree of absolute divorce from defendant, Victor E. Essling, on the ground of mental suffering, amounting to extreme cruelty; that plaintiff's former married name, Gretchen McNamara, shall be and hereby is restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho this 27th day of July, 1949.

E. C. Rosenstein
Jas. F. Ailshie

District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 27 day of July, 1949.

Jas. A. Foster
Clerk

(Seal)

By _____
Deputy

6992

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

OPAL E. COATS,	:	14441 JUL 28 1949
Plaintiff,	:	
vs.	:	DECREE
DORTON E. COATS,	:	
Defendant.	:	

This matter having come on regularly to be heard this 28 day of July, 1949, before the undersigned District Judge, the plaintiff appearing in person and being represented by her attorney, Wm. S. Hawkins, and the defendant not appearing either in person or by counsel, the defendant having admitted and acknowledged service of a true and correct copy of the Complaint and Summons herein on July 22, 1949, and his acceptance of service being on file in the above entitled Court, and having filed herein his answer and waiver of notice of time and place of hearing said action on its merits, and the plaintiff and her witness having been duly and regularly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted as to the residence of said plaintiff, the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the ground of Extreme Cruelty,

dissolving the bonds of matrimony existing between the plaintiff and defendant.

NOW THEREFORE, on motion of Wm. S. Hawkins, attorney for the plaintiff,

IT IS BY THIS COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff OPAL E. COATS, and the defendant DORTON E. COATS, be, and the same are hereby vacated, dissolved and set aside upon the ground of Extreme Cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff's name prior to this marriage of OPAL E. STEINER, be, and the same is hereby restored to her.

Done in open Court this 28 day of July, 1949.

_____
District Judge

Attest my hand and the seal of said District Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 28 day of July, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

6993

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

14360

BARBARA PIKE,

Plaintiff,

-vs-

JAMES H. PIKE,

Defendant.

DECREE OF DIVORCE

JUL 28 1949

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein within the time allowed by law after acceptance of summons and acknowledgment thereof; and the defendant's default having been entered by order of the Court; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Barbara Pike, and defendant, James H. Pike, be and the same are hereby set aside and held for naught, and plaintiff, Barbara Pike is granted a decree of absolute divorce from defendant, James H. Pike, on the ground of mental suffering, amounting to extreme cruelty; that plaintiff's maiden name, Barbara Redig, shall be and hereby is restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 28th day of July, 1949.

E. W. Braughton
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 28 day of July, 1949.

Jas A Foster
Clerk

(Seal)

By _____
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

MARJORIE E. OLSON,

Plaintiff,

vs.

CLIFFORD L. OLSON, also known as LAWRENCE CLIFFORD OLSON,

Defendant.

#7421
Filed July 12 19 49
at 11:20 o'clock A. M.
BESSIE BABCOCK, Clerk
By Dona Herred Deputy Clerk

DECREE OF DIVORCE

The Court having made and entered its Findings of Fact and Conclusions of Law and being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree that a Decree of Divorce absolute be, and it is hereby awarded to the plaintiff upon the grounds of extreme cruelty, dissolving the bonds of matrimony heretofore and now existing between the plaintiff and the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement made between the parties on June 15, 1949, is hereby allowed and approved and distribution of the community property is hereby ordered made pursuant thereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the community real property located in Latah County, State of Idaho, and particularly described as follows, to wit:

> The Southwest Quarter (SW¼) of Section Twenty-five (25) excepting, beginning at the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 25, running thence due North 26 feet, thence due East 48 rods 5 feet, thence due South 26 feet, thence West on the section line to the point of beginning, all in Township Forty (40) North, Range Three (3), W. B. M.;
>
> Also, beginning at the point where the center line of the public highway intersects the North line of the Northeast Quarter (NE¼) of the Northeast Quarter

of Section thirty-six (36) in Township Forty (40) North, Range 3, W.B.M., running thence due West on the section line 23 rods, running thence due South 6 rods, running thence in a Northeasterly direction on the center line of the public highway to the point of beginning, subject to the right of the public to travel the said public road so long as the same remains a public road;

Excepting therefrom, beginning at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 25, Township 40 North, Range 3, W.B.M., running thence due North 26 feet, thence due East 48 rods 5 feet, thence due South 26 feet, thence West on said section line to the point of beginning,

is awarded to the defendant, Clifford L. Olson, as his sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay to the plaintiff's attorney, J. M. O'Donnell, the sum of $500.

Dated at Moscow, Idaho, this 12th day of July, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO, }
COUNTY OF LATAH } SS

I do hereby certify that the foregoing is a true copy of the original DECREE OF DIVORCE on file in my office.
Dated at Moscow, Idaho, this 12 day of July 1949

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Dona Herred
Deputy

6995

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

NAOMI GUSTIN,

Plaintiff,

vs.

EDWARD A. GUSTIN,

Defendant.

#7445

Filed July 13 1949

at 10:45 o'clock A. M.

BESSIE BABCOCK, Clerk

By Rose Blanchard Deputy Clerk

DECREE OF DIVORCE

The Court having made and entered its Findings of Fact and Conclusions of Law and being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree that a Decree of Divorce absolute be, and it is hereby, awarded to the plaintiff upon the grounds of extreme cruelty dissolving the bonds of matrimony heretofore and now existing between the plaintiff and defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Naomi Gustin be, and she is hereby awarded the permanent care, custody and control of the minor children, Bernard Gustin, Milton Gustin, Kenneth Gustin and Larry Gustin.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant be, and he is, hereby ordered to pay to the plaintiff the sum of $80.00 per month for the support and maintenance of the minor children during their minority.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff is awarded judgment against the defendant for her attorney fees in the amount of $125 and for her Court costs in the sum of $20.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following described real and personal property of the parties is hereby awarded to the plaintiff as her sole and separate property,

J. M. O'DONNELL, LAWYER
LATAH COUNTY ATTORNEY

to wit:

Lots 27 and 28 in Block A of Lieuallen's Second Addition to the City of Moscow, according to the recorded plat thereof, in Latah County, Idaho,

Household furniture, goods and furnishings and all personal property and effects located on said premises, also known as No. 314 North Jackson, Moscow, Idaho.

Dated this 13 day of July, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree of Divorce on file in my office.
Dated at Moscow, Idaho, this 13 day of July 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

J. M. O'DONNELL, LAWYER
LATAH COUNTY ATTORNEY

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

PEGGY MARLENE DAVID,

Plaintiff,

vs.

BRUCE MATTHEW DAVID,

Defendant.

7449

Filed July 19 1949

at 1215 o'clock A. M.

BESSIE BABCOCK, Clerk

By Dona Herred Deputy Clerk

DECREE OF DIVORCE

The above entitled matter came on regularly to be heard and tried before the Court this 19th day of July, 1949, the plaintiff appearing in person and by her attorney of record, J.M. O'Donnell, and the Defendant appearing neither in person nor by attorney.

On said hearing it appeared to the satisfaction of the Court that service of Summons was duly and regularly made by personal service as appears by the Affidavit of Service filed herein, and the Defendant having failed to appear and answer said Complaint within the time allowed by law and his time for appearing having expired and the default of said Defendant having been entered according to law, and the Court having heard the testimony adduced on behalf of said Plaintiff and in support of her Complaint, and the cause having been finally submitted to the Court for decision, the Court finds that the allegations stated in Plaintiff's Complaint on file herein are true and supported by the evidence.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THIS COURT AS FOLLOWS:

(1) That the bonds of matrimony heretofore existing between the above named Plaintiff, Peggy Marlene David, and the above named Defendant, Bruce Matthew David, be, and the same hereby are

dissolved and the said parties, and each of them, are free from the married relation.

(2) That the Plaintiff be, and she is, hereby awarded the custody of the minor children, Richard Bruce David and James Michael David, free from interference on the part of the defendant, provided that the defendant shall have a right of reasonable visitation of said children at the residence of the Plaintiff at reasonable times and places to be designated by said Plaintiff.

(3) That the Plaintiff be, and she is, hereby awarded the personal property described in the Complaint, to wit:

> Household furniture, furnishings and equipment, and clothing and personal effects of the Plaintiff and minor children, all located in the dwelling house at No. 123 North Asbury Street, Moscow, Latah County, Idaho;
>
> Insurance policy upon the life of the Plaintiff, Peggy M. David, policy No. 20725002, with the New York Life Insurance Company, principal $1000.00,

as her sole and separate property.

(4) That the Defendant be, and he is, hereby ordered to pay the Plaintiff the sum of $75.00 per month for the support of the minor children during their minority.

(5) That the defendant be, and he is, hereby ordered to complete the payments on the notes, conditional sales contracts, chattel mortgages and open accounts incurred by these parties prior to February 13, 1949, and that he is hereby ordered to pay the premiums and keep in full force and effect New York Life Insurance Company Policy No. 20584633 for the benefit of the Plaintiff and the minor children named as beneficiary thereon.

(6) That the defendant be, and he is, hereby ordered to pay the Plaintiff's attorney fees and costs in the amount of $145.00.

Dated at Moscow, Idaho, this 19th day of July, 1949.

A. L. MORGAN
District Judge

J. M. O'DONNELL, LAWYER
LATAH COUNTY ATTORNEY

STATE OF IDAHO, }
COUNTY OF LATAH } ss

I do hereby certify that the foregoing is a true copy of the original DECREE OF DIVORCE on file in my office.

Dated at Moscow, Idaho, this 20 day of July 1949

BESSIE BABCOCK,

Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Dona Herred Deputy

X

6997

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

JOSEPH P. HODSON,

Plaintiff,

-vs-

LILLIAN E. HODSON,

Defendant.

No. 7451

Filed July 27 1949
at 10:45 o'clock A. M.
BESSIE BABCOCK, Clerk
By Dona Herred Deputy Clerk

D E C R E E

This matter came on regularly for hearing this 27th day of July, 1949, and the Court having made and filed its Findings of Fact and Conclusions of Law herein and being fully advised in the premises;

NOW THEREFORE, on motion of Martin V. Huff, attorney for plaintiff, that a decree be entered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage heretofore existing between the plaintiff, Joseph P. Hodson, and the defendant, Lillian E. Hodson, be and the same is hereby dissolved, and the plaintiff is hereby awarded a decree of absolute divorce from the defendant upon the grounds of extreme cruelty, and the parties hereto are, after the entry of this Decree, each restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Northwestern National Life Insurance Company policy issued upon the life of plaintiff together with plaintiffs personal effects are hereby awarded to him as his separate property. That plaintiff shall assume and pay all community debts incurred by the parties hereto, except any which may have been incurred by the defendant since the separation of the parties on January 1, 1949.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the personal effects of the defendant are awarded to her as her sole and separate property. That defendant is hereby restored her former name of Lillian E. Rogers.

DONE this 27th day of July, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO, } ss
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Moscow, Idaho, this 27 day of July 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Dona Herrod
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEWIS

1457

CHESTER AVERY, Plaintiff, — vs — GLADIES AVERY, Defendant.	:	DECREE

11 A

JUL 15 1949

W. R. Emerson

For the above entitled cause came on duly and regularly for trail in open Court without a jury on the 14th day of July, 1949, before the Honorable Leo McCarty, Judge of the above entitled Court. The plaintiff appeared in person and by his attorney John R. Kemper, and no person or persons appeared for or on behalf of the defendant, Gladies Avery. It appeared to the Court that the defendant, Gladies Avery, was duly and regularly and personally served with process of summons and complaint in the City of Lewiston, Nez Perce, County, State of Idaho, 21 June, 1949, and that said defendant has failed to demur, answer or otherwise plead within the time provided by law. That the said defendant having been in default and his default having been duly and regularly entered herein, and it appearing to the Court upon reading and filing the affidavit of Chester Avery, the plaintiff in the above entitled action, which said affidavit is filed herein pursuant to the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940 and supplemental acts thereto, that the defendant, Gladies Avery, is not now in the Military service of the United States of America, in accordance with the terms of said act; and that this cause having been duly and regularly set for trial, and evidence submitted, and the cause having been fully submitted to the Court, and the Court having duly considered the same and being fully advised in the premises, finds that the alligations of Plaintiff's complaint are true and correct.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this does order and decree that the marriage between plaintiff, Chester Avery and

the defendant, Gladies Avery be dissolved, and the same is hereby dissolved, and the said parties, and each of them, is freed and absolutely released from the bonds of matrimony, and all the obligations thereof, and each of the parties are restroded to the status of a single person.

Done in open Court this 14th day of July, 1949.

Leo McCarty
DISTRICT JUDGE.

I hereby certify the above is a full, true and correct copy of the original now on file in this office.

W. R. Emerson,
Clerk District Court.

X

6999

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LINCOLN

CHARLES W. GOSVENER,
Plaintiff,

VS.

EMILY ISABELLE GOSVENER,
Defendant.

JUDGMENT

The above entitled matter came on regularly for hearing at Shoshone, Lincoln County, Idaho on the 9th day of July, 1949, and it appearing to the Court that the Defendant had been regularly served with Summons and Complaint and had failed to answer Plaintiff's Complaint herein in the time allowed by law and the order of this Court; that the Defendant was not in the Military Service; and the default of the Defendant having been regularly entered, testimony was introduced in behalf of the Plaintiff, and it appearing to the Court that the Plaintiff was and is entitled to a Decree of Divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the Plaintiff, Charles W. Gosvener and the Defendant, Emily Isabelle Gosvener be and the same are hereby permanently dissolved and a Decree of Divorce granted; and that the custody of Emma Louise Gosvener and William Eugene Gosvener, the minor children of Plaintiff and Defendant be and the same is hereby awarded to the Defendant, provided however, that Plaintiff may visit said children at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the Support Money Agreement, filed in this matter as "Plaintiff's exhibit 'A' for purposes of identification" is by this Court confirmed and by this reference made a part of this Decree.

Done in open Court this 9th day of July, 1949.

D. H. Sutphen
District Judge, Fourth Judicial District, State of Idaho, in and for Lincoln County, Idaho.

3327/6
Filed July 9, 1949
Ruth K. Chess, Clerk

PLAINTIFF'S EXHIBIT A
FOR IDENTIFICATION
ADMITTED IN EVIDENCE
JUL 9- 1949
JAMES M. CUNNINGHAM
OFFICIAL REPORTER.

AGREEMENT

THIS AGREEMENT, Made and entered into at Shoshone, Idaho, this 6 day of June, 1949, by and between Charles W. Gosvener, Party of the First Part, and Emily Isabelle Gosvener, Party of the Second Part,

WITNESSETH THAT:

WHEREAS, the parties hereto are husband and wife respectively and certain difficulties have arisen between them that cannot be adjusted, said parties have seperated, and do not intend to live together in the future, and

WHEREAS, they desire to make a mutual adjustment of all of their rights, and

WHEREAS, the parties are the parents of Emma Louise Gosvener, born July 27, 1944 and William Eugene Gosvener, born August 14, 1945.

NOW THEREFORE, it is mutually agreed, and in pursuance of such agreement and for the consideration herein appearing, the party of the first part shall pay to the party of the second part for the support of the minor children of the Plaintiff and Defendant the sum of $35.00 per month as hereinafter provided.

It is expressly understood and agreed that the party of the second part, in consideration of the execution of this Agreement and of the payment of said sums of money paid to her, releases the party of the first part of any and all claims which she may have against him in the future for her support, maintenance, alimony, temporary or permanent, attorney fees in any suit brought by her against him. It is further agreed that each party releases the other from any and all claims which either might otherwise have against the property of the other, both as to present property and property that may be acquired by either in the future. It being understood and agreed that this agreement represents a full and complete settlement between the parties hereto, of any claim which either may have against the other.

It is further agreed between the parties that in the divorce proceeding instituted by party of the First part at his residence in Idaho, with the consent of the Court, the terms of this agreement will be entered as part of the Decree entered therein and that upon the entry of said Decree the party of the First part will pay to the party of the second part the said sum of $35.00 for support money and a like sum on each month thereafter, so long as said minors remain in the custody of the said party of the Second part.

IN WITNESS WHEREOF, the parties hereto, have, after consultation with their respective counsel, to-wit: Party of the First part with Howard E. Adkins, Esquire, his Attorney of Shoshone, Idaho, and Party of the Second part with John T. Fuller, Esquire, her attorney of Porterville, California, relative to the matter herein set forth and agreed upon and having been advised fully and fairly as to all of the facts

and circumstances herein set forth, hereunto set their hands and seals the day and year first above written.

Charles W. Gosvener
Party of the First Part.

Emily Isabelle Gosvener
Party of the Second Part.

STATE OF IDAHO (
) SS.
COUNTY OF LINCOLN (

On this 9th day of July, 1949, before me the undersigned, a Notary Public for the State of Idaho, personally appeared Charles W. Gosvener, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Howard F. Adkins
Notary Public for the State of Idaho, residing at Shoshone,

)SEAL)

STATE OF CALIFORNIA (
) SS.
COUNTY OF TULARE (

On this 6 day of June, 1949, before me the undersigned, a Notary Public for the said County and State, personally appeared Emily Isabelle Gosvener, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

John T. Fuller
Notary Public residing at California.

STATE OF IDAHO, }
County of Lincoln, } ss.

6999

I Ruth K. Chess Clerk of the District Court, and Ex-Officio Recorder in and for the County of Lincoln, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original

Decree of Divorce of Charles W. Gosvener vs. Emily Isabelle Gosvener

now on file in my office, as the same appears on the records of said Lincoln County, State of Idaho in Book 7 at page 158.

IN TESTIMONY WHEREOF, I have set my hand and affixed my official seal this 2nd day of August, A. D. 19 49

Ruth K. Chess
Clerk - Ex-Officio Recorder

By .....
Deputy

7000

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LINCOLN

GERALDINE I. VANDERPOOL,
Plaintiff,
vs
GEORGE F. VANDERPOOL,
Defendant,

D E C R E E

This matter came on for hearing in open court in Shoshone, Idaho, this 9th. day of July, 1949, the plaintiff appearing in person and by her attorney, Ross B. Haddock, and the defendant appearing not, either in person or by anyone for him.

The court thereupon inspected the court files, and the summons issued in this matter, and the sworn acceptance of service of summons by the defendant, and finds that the defendant accepted service of summons in Redding, Redding County, California, on the 13th. day of June, 1949. The Court finds that the statutory time allowed the defendant for making an appearance and pleading to said complaint has expired, and that the defendant is in default for want of an answer and for failure to plead to the complaint on file herein within the statutory time, and the court thereupon ordered that the default of the defendant be entered and a Clerk's default was thereupon entered.

Thereupon the plaintiff and Mrs. Lou Smith were duly sworn and testified in behalf of the plaintiff, whereupon the plaintiff rested.

The court having seen and heard the testimony in behalf of the plaintiff, and having seen and inspected the files and records in this matter, and being fully advised in the premises finds that all of the allegations of the plaintiff's complaint are true, and that the plaintiff is entitled to the relief prayed in her complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the marriage between the plaintiff, Geraldine I. Vanderpool, and the defendant, George F. Vanderpool, be, and the same hereby is, dissolved, and that said parties, and each of them, are freed

and absolutely released from the bonds of matrimony and from all obligations thereof.

2. That the Custody of Douglas G. Vanderpool, a minor son of plaintiff and defendant, be, and the same hereby is, awarded to the plaintiff herein.

3. That the custody of Donald F. Vanderpool, the only other child of plaintiff and defendant, be, and the same is hereby, awarded to the defendant.

4. That the costs of this action be taxed to the plaintiff.

D. H. Sutphen,

District Judge

3330/4
Filed July 9, 1949
Ruth K. Chess, Clerk

STATE OF IDAHO, }
County of Lincoln, } ss.

7000

I Ruth K. Chess Clerk of the District Court, and Ex-Officio Recorder in and for the County of Lincoln, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Decree of Divorce, Geraldine I. Vanderpool vs. George F. Vanderpool,

now on file in my office, as the same appears on the records of said Lincoln County, State of Idaho in Book 7 at page 157.

IN TESTIMONY WHEREOF, I have set my hand and affixed my official seal this 2nd day of August, A. D. 1949

Ruth K. Chess
Clerk - Ex-Officio Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

KEITH GOLDEN HAWKES, Plaintiff,

vs.

JERALDEAN LEE HAWKES, Defendant.

DECREE OF DIVORCE

The above entitled cause came on regularly to be heard and tried by the court on the 8th day of July, 1949, the plaintiff appearing in person and by his attorney, Mary Smith of Rexburg, Idaho, and the defendant not appearing either in person or by attorney, and

It appearing to the court that the defendant could not be located in Madison County, Idaho, or elsewhere for personal service of summons and that in lieu thereof summons was published in the Rexburg Standard at Rexburg, Madison County, Idaho, which was designated as the paper most likely to give notice to said defendant, and

It appearing from the Affidavit of Publication on file herein that said summons was published once a week for five consecutive weeks, and

It further appearing that the defendant has failed to appear and plead in this cause and that the time for answering has expired and no answer or demurrer has been entered herein and that the default of the defendant has been duly entered and,

It appearing that said defendant is not now in the military service of the United States and was not in the military service of the United States at the time of the commencement of this action,

That the plaintiff, Keith Golden Hawkes, and
were sworn and testified on behalf of the plaintiff and it appearing that the plaintiff has been a resident of the State of Idaho for

more than six full weeks prior to the commencement of this action and that the defendant for more than one year prior to the commencement of this action wilfully and without cause deserted and abandoned the plaintiff and ever since has and still continues to so wilfully and without cause desert and abandon said plaintiff and live separate and apart from him without any reason and against his will and without his consent, and

It further appearing that all of the allegations and avertments in plaintiff's complaint are true.

NOW, THEREFORE, on motion of plaintiff's attorney, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between plaintiff, Keith Golden Hawkes, and the defendant, Jeraldean Lee Hawkes, be, and the same is forever dissolved, set aside and held for naught and the plaintiff and defendant, and each of them, be, and they are hereby forever absolutely released from the obligations thereof and each of them is hereby restored to the status of a single person. The court reserves jurisdiction as to support money for said child

Dated this 8th day of July, 1949.

Henry S. Martin
District Judge.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATEOF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

*****

IRA J. CHUGG,

Plaintiff,

vs.

JUANITA CHUGG,

Defendant.

DECREE

*****

The above entitled matter came on for hearing before me, H. A. Baker, one of the Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Minidoka, at my chambers in the City of Rupert, County of Minidoka, State of Idaho, and within the Eleventh Judicial District of the State of Idaho, the plaintiff appearing in person and with witnesses and with his counsel, H. V. Creason, the defendant appearing not; and it appearing from the records and files in said cause that the defendant has been duly and regularly served with summons and complaint and that the default of the defendant has been duly and regularly entered, she having waived her time of appearance; and it further appearing from the records and files that the said defendant is not in the military service of the United States of America within the meaning of the Soldiers and Sailors Civil Relief Act; and it further appearing that it is a proper matter to be heard at chambers.

WHEREUPON, Witnesses for the plaintiff were called, sworn and testified for and on behalf of the plaintiff, and the court after listening to all of said testimony, free of all legal objections thereto, and being fully advised in the premises, makes and enters its findings as follows:

1. The court finds that the plaintiff now is and for more than six weeks next preceding commencement of this action is and has been an actual and bona fide resident of the State of Idaho.

2. The court finds that the plaintiff and defendant were duly and regularly married on or about the 9th day of February, 1948.

3. The court finds that no issue was born of said marriage and that the plaintiff and defendant do not have and have not acquired any community property.

4. The court further finds that the plaintiff having proven all of the material allegations of his complaint that it is a proper matter for the entry of a decree of divorce.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the plaintiff, Ira J. Chugg, and the defendant, Juanita Chugg, be and the same are hereby dissolved, and that a decree of divorce be made and entered in favor of the plaintiff and against the defendant.

Made and entered in my chambers this 19th day of July, 1949, in the City of Rupert, County of Minidoka, and within the Eleventh Judicial District of the State of Idaho.

H. A. Baker

District Judge

STATE OF IDAHO,)
) ss.
County of Minidoka.)

I, Worth S. Elton, the duly elected, acting and qualified Clerk of the above entitled court, do hereby certify that the foregoing is a full, true and correct copy of theoriginal decree filed and recorded in the above entitled cause of action.

IN WITNESS WHEREOF, I hereunto set my hand and seal of the court this 19th day of July, 1949.

Worth S. Elton
Clerk of the Court

By _____
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

NADINE McLEAR,

Plaintiff,

vs.

JOHN A. McLEAR,

Defendant.

No. 10650

DECREE

FILED
AT 10:45 O'CLOCK A M
JUL - 2 1949
PHILIP WEISBERGER
Clerk of the District Court
By G. O. Beck
E. V. BECK, DEPUTY

This cause came on duly and regularly for hearing before the above entitled court on the 2nd day of July, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, her attorneys of record herein, and it appearing that the defendant was duly and regularly served with process of summons herein on the 11th day of June, 1949, at Vancouver, County of Vancouver, Province of British Columbia, more than twenty (20) days prior to the date hereof, pursuant to order for service of summons outside the State duly and regularly made herein; that no appearance has been made by or on behalf of said defendant; that more than twenty (20) days have elapsed since said service of process; that defendant is in default herein; that proof has been made herein establishing that the defendant is not now in the military service of the United States or any related branch thereof, and the default of the defendant having been duly and regularly entered, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of plaintiff's complaint are true, and that the defendant, John A. McLear, has been guilty of habitual intemperance for more than one year last past; that said defendant has also willfully neglected to provide for plaintiff the common necessities of life for more than one

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Docketed Vol. 10 Page 14

year last past, and that said defendant has been guilty of extreme cruelty and personal indignities toward plaintiff causing her pain and suffering, and that by reason thereof plaintiff is entitled to a decree of divorce.

NOW, THEREFORE, Premises Considered, the court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that the plaintiff, NADINE McLEAR, is now and for more than six (6) weeks prior to the filing of the complaint herein was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, NADINE McLEAR, and the defendant, JOHN A. McLEAR, be and the same are hereby dissolved and plaintiff is hereby granted an absolute decree of divorce from the defendant.

DONE in open court this 2nd day of July, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears in file and of record in my office.
WITNESS my hand and official seal this 2nd day of July, 1949.

PHILIP WEISGERBER, Clerk
By E. O. Beck
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF
NEZ PERCE

- - - - - - - - - - - -

10648

CORINNE E. DOYLE, Plaintiff,

-vs-

LOUIS E. DOYLE, Defendant.

FILED
AT 10 30 O'CLOCK A M
JUL - 2 1949
PHILIP W. WEISGERBER
Clerk of the District Court
By C. V. Beck
C. V. BECK, DEPUTY

_D_E_C_R_E_E_

This cause came on duly and regularly for hearing before the Honorable Leo McCarty, Judge of the above entitled Court at Lewiston, Idaho, on the 2 day of July, 1949, the plaintiff appearing in person and with her counsel, Paul W. Hyatt, and the defendant not appearing, and no one appearing for or on his behalf, all after the default of the defendant had been duly and regularly entered in the premises for his failure to demur or answer to plaintiff's Complaint, or in any way appear herein within the time allowed by law, after the defendant had been duly and regularly served with Summons and process in this action personally on the 3rd day of June, 1949, and the necessary affidavit and order having been filed and entered herein in compliance with the Soldiers' and Sailors' Civil Relief Acts, and the Court having heard the evidence adduced on behalf of the plaintiff, and being fully advised in the premises, and finding that the defendant has been guilty of extreme cruelty toward the plaintiff, and that the allegations of the Complaint are true and supported by the evidence.

NOW, THEREFORE, THE FOLLOWING DECREE IS MADE AND ENTERED BY THE COURT:

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Docketed Vol. 10 Page 14

PAUL W. HYATT
ATTORNEY AT LAW
WEISGERBER BUILDING
LEWISTON, IDAHO

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

I.

That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same hereby are forever dissolved, and that the plaintiff be and she hereby is awarded and granted an absolute divorce from the defendant, and that the plaintiff and the defendant and each of them be and they hereby are restored to the status of single and unmarried persons.

DONE this 2 day of July, 1949.

LEO McCARTY
District Judge.

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears in file and of record in my office.

WITNESS my hand and official seal this 2nd day of July, 1949.

PHILIP WEISGERBER, Clerk

By _____
Deputy

PAUL W. HYATT
ATTORNEY AT LAW
WEISGERBER BUILDING
LEWISTON, IDAHO

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

HAZEL P. BURDEN,

Plaintiff,

vs.

OSCAR L. BURDEN,

Defendant.

No. 10660

FILED
AT 10:30 O'CLOCK A M
JUL - 7 1949
PHILIP WEINGARDNER
Clerk, District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty on the 7th day of July, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and he having been served with Summons and Complaint in this cause within the State of Idaho, on the 16th day of June, 1949, and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all; and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

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Docketed Vol. 10 Page 14

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises makes the following findings and decrees:

That the defendant was served with Summons and Complaint in this cause within the State of Idaho at Lewiston, Nez Perce

County, Idaho, on the 16th day of June, 1949.

That the allegations of the plaintiff's Complaint are as follows, to-wit: 1, that the plaintiff and defendant were married at Lewiston, Idaho, on the 28th day of May, 1942; 2, that the plaintiff is a bona fide resident of the State of Idaho; 3, that the plaintiff and defendant have acquired no community property since the time of said marriage; 4, that there have been born no children as the issue of said marriage; and 5, that the defendant has been guilty of extreme cruelty toward the plaintiff; that said allegations are incorporated in this Decree as Findings of Fact and are found by the Court to be true as alleged in said Complaint.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Hazel P. Burden, and the defendant, Oscar L. Burden, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

DATED at Lewiston, Idaho, this 7th day of July, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 7th day of July, 1949.

PHILIP WEISGERBER, Clerk
By _____ Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

JULIA JoANN LAW,
Plaintiff,
vs.
GLEN G. LAW,
Defendant.

No. 10644

FILED
AT 11⁰⁰ O'CLOCK A M
JUL - 8 1949
PHILIP WEINGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

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Docketed Vol. 10 Page 127

D E C R E E

The above entitled cause came on regularly for trial before the Court at Lewiston, Idaho, on the 28th day of June, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Owen L. Knowlton. The defendant did not appear either in person or by attorney, and he having been regularly served with Summons and Complaint in this cause in the County of Nez Perce, State of Idaho, on the 31st day of May, 1949, and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default, and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause. Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted, and the Court being advised in the premises makes the following Orders, Judgments and Decrees:

That the defendant was regularly served with Summons and Complaint in this cause in Nez Perce County, State of Idaho, on the 31st day of May, 1949.

That the allegations contained in Paragraphs I, II, III, IV, V, VI, VII and VIII of the plaintiff's Complaint are true as alleged, and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though fully set forth herein. The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

First: That the Court has jurisdiction of the parties and the subject matter of this action.

Second: That the bonds of matrimony heretofore existing between the plaintiff, Julia JoAnn Law, and the defendant, Glen G. Law, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

Third: That the exclusive care, custody and control of the minor child, DANA GAYE LAW, be and the same hereby is, awarded to plaintiff subject to the right of defendant to visit said child at reasonable times and places.

Fourth: That the defendant pay the sum of $50.00 per month, commencing the 1st day of July, 1949, for the support and

maintenance of the minor child Dana Gaye Law during the minority of said child.

Fifth: That the title to that certain 1937 Chevrolet automobile be awarded to defendant herein as his sole and separate property; that all household goods and effects be awarded plaintiff.

Sixth: That plaintiff have judgment against defendant for the sum of $200.00 attorney's fees and for costs and disbursements herein expended.

Dated this 8th day of July 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 8th day of July, 1949.
PHILIP WEISGERBER, Clerk
By _____ Deputy

7007 Beck

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

HILDRID MACLEOD, Plaintiff,

-vs-

ROBERT D. MACLEOD, Defendant.

No. 10647

FILED
AT 10:00 O'CLOCK A M
JUL - 8 1949
PHILIP WEINGBERGER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

This matter having come on regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and being represented by her attorney of record, Earle W. Morgan, and it appearing that the defendant was heretofore duly, regularly and personally served with process of Summons and copy of Summons and Complaint, and that more than 20 days have expired since the defendant was so served, and the time for such appearance by the defendant having expired by law, and the defendant being in default, and it appearing that the defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, nor an officer of the Public Health Service, detailed by proper authority for duty either with the Army or the Navy, nor on active duty with any branch of service above referred to, nor under training or education under the supervision of the United States preliminary to induction into military service, and the default of the defendant having been duly and regularly entered, and the plaintiff having submitted and adduced evidence substantiating the allegations of her Complaint, and the court being fully advised in the premises, and it appearing that all of the allegations of plaintiff's Complaint are true and supported by the evidence, and that a Decree

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Docketed Vol. 10 Page 12

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

should be entered herein granting the plaintiff the relief prayed for in her verified Complaint, NOW THEREFORE,

IT IS ORDERED, ADJUDGED, AND DECREED, that the plaintiff be and she hereby is granted an absolute divorce from the defendant on the ground of extreme cruelty, and that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same hereby are in all respects and forever dissolved, and that the plaintiff and defendant be and they hereby are restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the plaintiff be and she hereby is awarded the care, possession, custody and control of the minor child of plaintiff and defendant, namely, Margaret Joan Macleod.

Dated this 8 day of July, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 8th day of July, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

ROY M. HOUCHENS	)	10653
Plaintiff	)	
-vs-	)	DECREE
EFFIE D. HOUCHENS	)	
Defendant	)	

FILED
At 11:00 O'CLOCK A M
JUN - 8 1949
PHILIP WEINBERGER
Clerk of the District Court
By E. V. BECK, DEPUTY

This matter coming on regularly for hearing before the above entitled Court, plaintiff appearing in person and by his attorney of record, and the defendant appearing by her attorney Paul G. Keeton, and the defendant having filed her answer herein, and evidence having been adduced on behalf of the plaintiff and heard and considered by the Court and no evidence having been offered by defendant and the Court finding that the allegations of plaintiff's complaint are true and that the defendant has been guilty of extreme cruelty towards the plaintiff, and the Court being fully advised in the premises enters judgment as follows:

IT IS ADJUDGED AND DECREED, that plaintiff is now, and for more than one year prior to the filing of the complaint herein, was a bona fide resident of the State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be, and the same hereby are, forever dissolved, and that the plaintiff be, and he hereby is, awarded and granted an absolute divorce from the defendant on the grounds of extreme cruelty and that plaintiff and defendant, and each of them are, hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following described real property, situate in Nez Perce County, Idaho, is hereby awarded

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to plaintiff as his sole and separate property:

The South half of the Southwest Quarter of Section 16; the North half of the Northeast Quarter, the Southeast Quarter of the Norheast Quarter and the Northeast Quarter of the Southeast Quarter of Section 20; all in Township 36 north, Range Two West of the Boise Meridian.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following described real property, situate in Asotin County, Washington, is hereby awarded to defendant as her sole and separate property:

Lots 25 and 26 of Block 44 of Clarkston.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that said property settlement and agreement, dated June 30, 1949, the triplicate original of which is hereto attached, is fair and equitable and was fairly made and entered into and the same is hereby approved, and all matters therein agreed to be done by the parties are hereby ordered as though they were specifically set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff shall have and receive all the personal property situate in the State of Idaho, EXCEPT the household furniture provided for in said property settlement and agreement which plaintiff is hereby directed to deliver to defendant.

DATED this 13th day of July, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 13th day of July, 1949.

PHILIP WEISGERBER, Clerk

By _____
Deputy

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 18th day of July, 1949.
PHILIP WEISGERBER, Clerk
By _____ Deputy

7009

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

FRANK H. HAMPSHIRE, Plaintiff

-vs-

MARIAN H. HAMPSHIRE, Defendant

10561

FILED
11:00 O'CLOCK A.M.
JUL 18 1949
PHILIP WEISGERBER
CLERK DISTRICT COURT
By G. V. Dees
DEPUTY

DECREE

This matter coming on regularly for hearing the 14th day of July, 1949, before the above entitled Court, sitting without a jury, plaintiff appearing in person and by his attorney of record, John W. Cramer, and the defendant appearing in person by her attorney of record, Paul N. Hyatt, and evidence both oral and documentary, having been adduced on behalf of the plaintiff and on behalf of the defendant and the evidence having been heard and considered by the court, and the court having made and entered its Findings of Fact and Conclusions of Law and being fully advised in the premises, enters judgment as follows:

IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be, and the same hereby are, forever dissolved, and that the plaintiff by, and hereby is awarded and granted an absolute divorce from the defendant, and each os the parties hereto are hereby restored to the status of single and unmarried persons.

IT FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff shall pay to the defendant a sum of $25.00 per month, beginning with the month of August, 1949, for the support of the minor child, Russell M. Hampshire, to continue until further orders of the court.

DONE in Open Court this 18th day of July, 1949

Leo McCarty
District Judge

Entered Vol. _____ Page _____
Docketed Vol. 10 Page 144

7010

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

ROBERT J. BLAIR,

Plaintiff,

vs.

ANNA E. BLAIR,

Defendant.

No. 10666

FILED
AT 10 O'CLOCK A M
JUL 14 1949
PHILIP W. SWISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty on the 14th day of July, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by his attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and she having been served with Summons and Complaint in this cause within the State of Idaho on the 21st day of June, 1949, and twenty days having expired since said service and she having failed to appear, demur or answer within the time allowed by law, or at all; and she being in default and her default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailers' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 122

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following findings and decrees:

That the defendant was served with Summons and Complaint in this cause within the State of Idaho at Lewiston, Nez Perce

County, Idaho, on the 21st day of June, 1949.

That the allegations of the plaintiff's Complaint are as follows, to-wit: 1, that the plaintiff and defendant were married at Lewiston, Idaho, on the 9th day of April, 1949; 2, that the plaintiff is a bona fide resident of the State of Idaho; 3, that the plaintiff and defendant have acquired no community property; 4, that no children were born the issue of said marriage; and 5, that the defendant has been guilty of extreme cruelty; and said allegations are incorporated in this Decree as Findings of Fact and are found by the Court to be true as alleged in said Complaint.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Robert J. Blair, and the defendant, Anna E. Blair, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

DATED at Lewiston, Idaho, this 14th day of July, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 14th day of July, 1949.

PHILIP WEISGERBER, Clerk

By _____
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF
NEZ PERCE

- - - - - - - - - - - - -

MARY L. MOORE, Plaintiff,

-vs-

JOSEPH E. MOORE, Defendant.

10639

FILED
At 10:00 O'CLOCK A M
JUL 14 1949
PHILIP WEISGERBER
Clerk of the District Court
By G. O. Beck
E. V. BECK, DEPUTY

_D_E_C_R_E_E_

This cause came on duly and regularly for hearing before the Honorable Leo McCarty, Judge of the above entitled Court at Lewiston, Idaho, on the 14th day of July, 1949, the plaintiff appearing in person and with her counsel Paul W. Hyatt, and the defendant not appearing, and no one appearing for or on his behalf, all after the default of the defendant had been duly and regularly entered in the premises for his failure to demur or answer to plaintiff's Complaint, or in any way appear herein within the time allowed by law, after the defendant had been duly and regularly served with Summons and process in this action, and the necessary affidavit and order having been filed and entered herein in compliance with the Soldiers' and Sailors' Civil Relief Acts, and the Court having heard the evidence adduced on behalf of the plaintiff, and being fully advised in the premises, and finding that the plaintiff and defendant have continuously lived separate and apart without cohabitation for over five years, and that the allegations of the Complaint are true and supported by the evidence.

NOW, THEREFORE, THE FOLLOWING DECREE IS MADE AND ENTERED BY THE COURT:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 14

PAUL W. HYATT
ATTORNEY AT LAW
WEISGERBER BUILDING
LEWISTON, IDAHO

I.

That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same hereby are forever dissolved, and that the plaintiff be and she hereby is awarded and granted an absolute divorce from the defendant, and that the plaintiff and defendant and each of them be and they hereby are restored to the status of single and unmarried persons; and that the plaintiff be and she hereby is awarded the custody of the minor child, Joseph Franklin Moore.

DONE this 14th day of June, 1949.

LEO McCARTY
District Judge.

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 14th day of July, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

PAUL W. HYATT
ATTORNEY AT LAW
WEISGERBER BUILDING
LEWISTON, IDAHO

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

MILDRED I. COPPER,

Plaintiff,

vs.

HARVEY COPPER,

Defendant.

No. 10627

FILED
AT 2:45 O'CLOCK P M
JUL 14 1949
PHILLIP W. GERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 14

The above entitled cause came on regularly for trial in open court before the Honorable Leo McCarty at Lewiston, Idaho, on the 14th day of July, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and he having been regularly and duly served with Summons and Complaint in this cause by publication pursuant to Affidavit and Order for service in a foreign jurisdiction or by publication; and said Summons having been published on the 25th day of May, 1949, and on each succeeding Wednesday thereafter to and until the 22nd day of June, 1949; and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all; and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises makes the following

findings and decrees:

That the defendant was duly and regularly served by publication in the Lewiston Morning Tribune, by publication of said Summons on May 25, June 1, June 8, June 15, and June 22, 1949, and by mailing of a copy of Summons and Complaint to his last known post office address, being that of Spokane, Washington, within ten days of the first publication of said Summons, as shown herein by Affidavit of Mailing filed on behalf of the plaintiff.

That the allegations of the plaintiff's Complaint are as follows, to-wit: 1, that the plaintiff and defendant were married at Lewiston, Idaho, on the 24th day of June, 1943; 2, that the plaintiff is a bona fide resident of the State of Idaho; 3, that the plaintiff and defendant have acquired community property since the time of said marriage consisting of household furniture and fixtures; 4, that there were no children born the issue of said marriage; and 5, that the defendant has been guilty of extreme cruelty; and that said allegations are found by the Court to be true as alleged in said Complaint and are incorporated in this Decree as Findings of Fact.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Mildred I. Copper, and the defendant, Harvey Copper, be, and the same hereby are wholly and forever dissolved

and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Mildred I. Copper, be, and she hereby is awarded the community property of the parties, consisting of household furniture and fixtures.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Mildred I. Copper, have and she hereby is restored her former name, that of Mildred I. Fromdahl.

DATED at Lewiston, Idaho, this 14th day of July, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 14th day of July, 1949.

PHILIP WEISGERBER, Clerk
By E. V. Green
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF NEZ PERCE.

10671

FILED
AT 9:30 O'CLOCK A M
JUL 15 1949
PHILIP WEINBERGER
Clerk of the District Court
By E. V. BECK, DEPUTY

WAYNE ARNETT
Plaintiff

vs.

WANITA ARNETT
Defendant

DECREE

The above entitled cause came on regularly for hearing in open court on the 14th day of July, 1949, before the Honorable Leo McCarty, Judge of the above entitled court. The plaintiff appeared in person and by his attorney of record herein, Russell S. Randall, and Thomas A. Madden, Lawyer of Lewiston, Nez Perce County, Idaho, having heretofore been appointed Guardian ad Litem for the defendant, Wanita Arnett, a minor, and the answer of the Guardian ad Litem having been filed herein and this matter having been duly and regularly set for trial on the plaintiff's complaint and the answer of the Guardian ad Litem, and evidence oral and documentary submitted and the cause having been fully submitted to the Court and the Court having duly considered same, and it appearing to the Court that all of the allegations in plaintiff's complaint are true.

Entered Vol. ____ Page 12
Docketed Vol. 10 Page ____

NOW, THEREFORE, Based thereon.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between plaintiff and defendant be and the same are hereby dissolved and that the Plaintiff, WAYNE ARNETT, is hereby granted an absolute decree of divorce on the grounds of extreme cruelty from the defendant, WANITA ARNETT, and said parties are, after the entry of this Decree, each restored to the status of a single person.

II.

That all of the community property of the parties hereto be and the same is hereby awarded to plaintiff as his sole and separate property, free of any claim of any kind or nature of the defendant.

Dated this 15th day of July, 1949.

LEO McCARTY

District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 15th day of July, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

7014

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

VIOLA AGNES FAIRBANKS,

Plaintiff,

vs.

CHARLES TOPLIFF FAIRBANKS,

Defendant.

No. 10686

FILED
AT 11:00 O'CLOCK A M
JUL 16 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

This cause came on regularly for hearing and trial before the Honorable Leo McCarty, Judge of the above entitled court, in ~~open court~~ Chambers, on the 16th day of July, 1949, at the hour of Ten o'clock A.M., upon the Complaint of the plaintiff and the Answer of the defendant thereto. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear in person but was represented by his attorney, Owen L. Knowlton.

Witnesses were sworn and examined and the cause submitted and the making of Findings of Fact and Conclusions of Law having been waived by the plaintiff and defendant through their respective counsel:

NOW, on this day, the following Decree is made and entered by the Court:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the plaintiff and defendant be, and the same are hereby forever dissolved and the plaintiff be, and she hereby is awarded and granted an absolute decree of divorce from the defendant; and the plaintiff and

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 14

defendant, and each of them, be, and they hereby are restored to the status of single and unmarried persons.

DATED at Lewiston, Idaho, this 16th day of July, 1949.

LEO McCARTY
District Judge

Approved as to form:

OWEN L. KNOWLTON
Attorney for Defendant

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 16th day of July, 1949.

PHILIP WEISGERBER, Clerk

By _____
Deputy

7015

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

HARMON EUGENE MITCHELL,

Plaintiff,

vs.

SIBYL S. MITCHELL,

Defendant.

No. 10665

FILED
AT 10:45 O'CLOCK A. M.
JUL 18 1949
PAUL A. WEISGERBER
Clerk of the District Court
By G. O. Lees.
E. V. BECK, DEPUTY

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in ~~open court~~ In Chambers at Lewiston, Idaho, before the Honorable Leo McCarty on the 18th day of July, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by his attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and she having been regularly and duly served with Summons and Complaint in this cause in the State of Washington, pursuant to Affidavit and Order for service in a foreign jurisdiction, on the 24th day of June, 1949, and twenty days having expired since said service and she having failed to appear, demur or answer within the time allowed by law, or at all, and she being in default and her default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following findings and decrees:

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 144

That the defendant accepted service of Summons and Complaint in this cause at Walla Walla, County of Walla Walla, State of Washington, on the 24th day of June, 1949.

That the allegations of the plaintiff's Complaint are as follows, to-wit: 1, that the plaintiff and defendant were married at Payette, Idaho, on the 25th day of February, 1947; 2, that the plaintiff is a bona fide resident of the State of Idaho; 3, that the plaintiff and defendant have acquired no community property; 4, that one child, Charles Mitchell, was born the issue of said marriage and that the defendant is a fit and proper person to have the custody of such minor child; 5, that the defendant has been guilty of extreme cruelty; and 6, that the plaintiff is able to pay support money for the care, maintenance and education of said minor child; and said allegations are incorporated in this Decree as Findings of Fact and are found by the Court to be true as alleged in said Complaint.

That the Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Harmon Eugene Mitchell, and the defendant, Sibyl S. Mitchell, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and

given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, Sibyl S. Mitchell, be, and she hereby is awarded the care, custody, charge and control of the minor child of the plaintiff and defendant, namely, Charles Mitchell; and the plaintiff, Harmon Eugene Mitchell, be, and he hereby is granted the right to visit said minor child at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Harmon Eugene Mitchell, pay unto the defendant, Sibyl S. Mitchell, the sum of Thirty Five ($35.00) Dollars per month, commencing at the time of the entry of this decree, for the care, maintenance and education of the minor child of the parties, and shall continue to pay said sum until the said minor child shall reach the age of majority, or until the further order of this court.

DATED at Lewiston, Idaho, this 18th day of July, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 18th day of July, 1949.

PHILIP WEISGERBER, Clerk

By E. M. Beck
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

FRANCES H. QUIRK,

Plaintiff,

vs.

ATTELL E. QUIRK,

Defendant.

No. 10658

FILED
at 10:45 O'CLOCK A M
JUL 19 1949
PERLEY W. FISHERBEN
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in chambers before the Honorable Leo McCarty, Judge of the above entitled court, at Lewiston, Idaho, on the 19th day of July, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and he having been regularly and duly served with Summons and Complaint in this cause in the State of Oregon, pursuant to Affidavit and Order for service in a foreign jurisdiction, on the 28th day of June, 1949, and twenty days having expired since said service and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following findings and decrees:

Entered Vol. ____ Page ____
Docketed Vol. 12 Page 14

That the defendant accepted service of Summons and Complaint in this cause at Pendleton, County of Umatilla, State of Oregon, on the 28th day of June, 1949.

That the allegations of the plaintiff's Complaint are as follows, to-wit: 1, that the plaintiff and defendant were married at Clarkston, Washington, on the 4th day of February, 1946; 2, that the plaintiff is a bona fide resident of the State of Idaho; 3, that no children were born the issue of said marriage; 4, that the plaintiff and defendant have acquired as community property since the time of said marriage a small confectionery business and an equity in a residence and also household furniture and fixtures, all located at Winchester, Lewis County, Idaho; 5, that the defendant has been guilty of extreme cruelty; and 6, that the plaintiff operates the business at Winchester, Idaho, and makes her home in the residence at Winchester and that the same are necessary for her to make a livelihood and home; that said allegations are incorporated in this Decree as Findings of Fact and are found by the Court to be true as alleged in said Complaint.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Frances H. Quirk, and the defendant, Attell E. Quirk, be, and the same hereby are wholly and forever dissolved

and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Frances H. Quirk, be, and she hereby is entitled to the following described community property, to-wit:

Real property situate in Winchester, County of Lewis, State of Idaho, described more fully as the North Half (N½) of Lot Five (5) Block Twenty Three (23), Village of Winchester, Lewis County, Idaho.

Confectionery business at Winchester, Idaho.

Household furniture and fixtures at Winchester, Idaho.

to henceforth hold the same as her sole and separate property, free from any interest whatsoever of the defendant.

DATED at Lewiston, Idaho, this 19th day of July, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 19th day of July, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ONEIDA

JUNE BELL)
PLAINTIFF
VS.) DECREE OF DIVORCE
BYRON E. BELL,
DEFENDANT)

The above entitled cause came duly on for hearing before the undersigned, Hon. Isaac McDougall, one of the Judges of this Court, in the Chambers of this court in Pocatello, Bannock County, Idaho, on the 13th day of July, 1949, the plaintiff appearing in person and by her Attorney, Jno.W.Clark, Esq.,of Malad City, Idaho, and the defendant not appearing either in person or by counsel.

Thereupon the court proceeded to examine the files, records and proceedings had in this case, and from such examination the court finds that the defendant has heretofore been duly served with summons as provided by law and by the order of this court on the 20th day of June, 1949, by personal service had on said defendant, all as provided by the Statutes of the State of Idaho, all as appears to this court from the affidavit of Service annexed to the Alias Summons, and from the files, records and proceedings had herein. That the court had jurisdiction of this cause of action; that the time within which the defendant could appear and plead has expired, and that the defendant has failed to enter any appearance or plead to the complaint. That a clerk's default has been entered against the defendant for his failure to appear and plead.

That thereupon the plaintiff was duly and regularly sworn according to law, and the plaintiff's corroborating witness was also duly and regularly sworn according to law, and each testified in support of all the allegations of the plaintiff's complaint, and after hearing the testimony so offered and received, and after considering the same, and being fully advised in the premises, the Court finds all of the allegations of the plaintiff's complaint are true and fully established by the evidence, and that from the evidence heard by this court and considered by this court, the said court finds that the plaintiff is entitled to a divorce as prayed for in the complaint.

WHEREFORE in consideration of the premises, and upon the evidence heard in this cause, the court being fully advised:

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, June Bell, and the defendant, Byron E. Bell, be and the same are hereby dissolved, and that said plaintiff and said defendant be and each of them are hereby restored to the status of a single person.

Judgment rendered and entered this 13th day of July, 1949, in the Chambers of this court in Pocatello, Idaho.

Isaac McDougall
District Judge.

State of Idaho
County of Oneida, ss.

I, John H. McAllister, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for Oneida County, State of Idaho, do hereby certify that the annexed is a fully, true and correct copy of Divorce Decree between June Bell, Plaintiff, vs. Byron E. Bell, Defendant, now on file in my office, as the same appears on record in Book No. "E" of Judgements at Page 164, Records of Oneida County, State of Idaho.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 13th day of July, 1949.

John H. McAllister
Clerk, Ex-Officio Recorder

By Cleon Williams
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ONEIDA.

VAUN C. DAVIS,

PLAINTIFF,

VS.

RUTH STELLA DAVIS,

DEFENDANT.

DECREE OF DIVORCE

The above entitled cause came duly on for hearing before the undersigned, Hon. Isaac McDougall one of the Judges of this Court, in the Chambers of this Court in Pocatello, Bannock County, Idaho, on the 18th day of July, 1949, the plaintiff pearing in person and by his Attorney, Jno.W.Clark, Esq., of Malad City, Idaho, and the defendant not appearing either in person or by counsel.

Thereupon the court proceeded to examine the files, records and proceedings had in this case, and from such examination the court finds that the defendant has heretofore been duly served with summons as provided by law and by the order of this court on the 13th day of January, 1949, by personal service has on said defendant, all as provided by law and the Statutes of the State of Idaho, all as appears to this court from the affidavit of Service annexed to the Another Summons, and from the files, records and proceedings had herein. That the court had jurisdiction of this cause of action; that the time within which the defendant could appear and plead has expired, and that the defendant has failed to enter any appearance or plead to the complaint. That the Clerk's default has been entered against the defendant for his failure to appear and plead.

That thereupon the plaintiff and his corroborating witness were duly and regularly sworn according to law, and the plaintiff and his witness being so sworn, each testified in support of all the allegations of the plaintiff's complaint, and after hearing the testimony so offered and received, and after due consideration of the same, and being fully advised in the premises, the Court finds that all of the allegations of the plaintiff's complaint are true and fully established by the evidence, and that from the evidence heard by this Court and considered by this Court, the said court finds that the plaintiff is entitled to a divorce as prayed for in the complaint.

WHEREFORE, in consideration of the premises, and upon the evidence heard in this cause, the court being fully advised:

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Vaun C.Davis, and the defendant, Ruth Stella Davis, be and the same xx are hereby dissolved, and that said plaintiff and said defendant be and each are hereby restored to the status of a single person.

Judgment rendered and entered this 18th day of July, 1949, in the Chambers of this court in Pocatello, Idaho.

District Judge

CERTIFICATE

STATE OF IDAHO, }
COUNTY OF ONEIDA } ss.

I, John H. McAllister, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for Oneida County, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of DIVORCE BETWEEN VAUN C. DAVIS, PLAINTIFF, AND RUTH STELLA DAVIS, DEFENDANT. now on file in my office, as the same appears on record in Book No. "E"... of .JUDGMENTS..... at Page ...165..., Records of Oneida County, State of Idaho.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this .....23rd..... day of ..July....., 1949...

.....John H. McAllister.....
Clerk, Ex-Officio Recorder

By ..Cleon Williams..., Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE

* * * * * *

JAMES S. SKELTON,

Plaintiff,

-vs-

SHIRLEY L. SKELTON,

Defendant.

JUDGMENT

Case No. 2235

District Court, Owyhee County, Idaho

Date Filed 6/6/49 9:00 am

Lucille
Clerk

By _____
Deputy

The above matter came on regularly to be heard in this court in Boise, Ada County, Idaho, within the above judicial district, without a jury, upon the plaintiff's complaint, the plaintiff appearing in person by his attorney, Cleve Groome, the defendant having been duly and regularly served with summons and process herein and time having elapsed for her appearance and answering plaintiff's complaint and she appearing not either in person or by an attorney, as to the complaint and summons served upon her herein; and a proper non-military affidavit has been made and filed herein, and an order declaring that the defendant was not engaged in the military service of the United States, as defined by the Act of Congress, and a default having been entered against her, and evidence having been produced on the part of the plaintiff herein and the plaintiff having closed his case, and the court having duly considered the same and having arrived at his conclusions in the matter, from which it appears that the plaintiff is entitled to judgment as prayed for in his complaint upon the grounds of extreme cruelty; and the court waives the necessity of filing findings of fact and conclusions of law, but finds that the allegations of plaintiff's complaint are true; now, therefore, it is

ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and they are hereby, dissolved, and the plaintiff and defendant are absolutely divorced one from the other; and it is further

ORDERED, ADJUDGED and DECREED, that the following described real estate situate in Owyhee County, Idaho, to-wit:

A one-half interest in Lot Four (4), Block Four (4) of Bosma's Subdivision No. 2 of Marsing, Owyhee County, Idaho, according to the official plat thereof now on file and of record in the office of the Recorder of Owyhee County, Idaho;

be, and the same is hereby, decreed and set apart to the plaintiff and the said defendant is hereby perpetually enjoined from claiming or to claim any right, title or interest in and to the said property, or any part thereof and the title to the said property be, and the same is hereby, quieted in the plaintiff; and it is further

ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the defendant's maiden name of Shirley L. Wilson be, and the same is hereby, restored to her.

Done in open court this 2nd day of June, 1949.

CHARLES E. WINSTEAD

Judge of the District Court.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE

* * * * * * * * * * *

PATRICIA FLOCK,

Plaintiff,

-vs-

DONALD C. FLOCK,

Defendant.

DECREE OF DIVORCE

2240

7/9/49 1:30 PM

* * * * * * * * * * *

THIS CAUSE Coming regularly on to be heard this 8th day of July, 1949, plaintiff appearing together with one of her attorneys, J. W. Galloway of Boise, Idaho, and defendant not appearing by counsel or otherwise; and it appearing to the Court that summons in this cause has been served upon the defendant herein personally in the County of Elmore, State of Idaho, and that the time for making appearance has elapsed, and the defendant, Donald C. Flock, has failed to appear, answer or plead to plaintiff's complaint herein within the time allowed by law; and it appearing to the Court that the defendant is not in the military forces of the United States, and that default of the defendant was duly and regularly entered herein on the 8th day of July, 1949;

WHEREUPON, Evidence was introduced on behalf of the plaintiff and the cause submitted, whereupon, the Court took the matter under advisement, and it appearing that all the material allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissability and sufficiency, and that the plaintiff is entitled to the relief prayed for,

NOW, THEREFORE, On motion of J. W. Galloway, attorney for the plaintiff, and by virtue of the law and by reason of the premises aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That plaintiff shall have, and she is hereby granted, a divorce from the defendant, Donald C. Flock, on grounds of extreme cruelty, and that the bonds of matrimony existing between plaintiff and defendant are hereby dissolved, and said parties, and each of them, are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That Patricia Ann Flock and William Carl Flock, minor children of the parties, shall be under the care, custody and control of the plaintiff herein, and that the defendant shall have the right to visit said minor children, and be visited by them, at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that the defendant shall pay the plaintiff the sum of $30.00 each month for the support of Patricia Ann Flock and the sum of $30.00 each month for the support of William Carl Flock until each shall reach the age of her or his majority and the payment shall be made on the first day of August, 1949, and on the first day of each month thereafter.

Done in Chambers in Boise, Idaho, this 8th day of July, 1949.

Charles E Winstead
District Judge

STATE OF IDAHO,
County of Owyhee, } ss.

CERTIFICATE

I, F.M.Hobbs, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce PATRICIA FLOCK, vs DONALD C.FLOCK filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 9th day of July, 1949.

By ....., Deputy.

F. M. Hobbs
Clerk.

7021

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE.

* * * * *

J. B. HARVILL,
Plaintiff,
-vs-
DOROTHY HARVILL,
Defendant.

DECREE

Case No. 2228
District Court, Canyon County, Idaho
Date 7/16/49 - 1:30 P.M.
Fern Hobbs
Clerk
By
Deputy

* * * * *

The above-entitled action came on regularly to be heard and tried before the Court at Chambers in Boise, Ada County, State of Idaho, sitting without a jury, on July 15th, 1949, the plaintiff being present with his attorney, Milo Axelsen, and the defendant not appearing either in person or by attorney; and the Court having heretofore entered default, the Court proceeded to hear the evidence introduced in support of plaintiff's complaint; and it appearing to the Court that the defendant is guilty of extreme cruelty; and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED and DECREED, That the plaintiff, J. B. Harvill, be divorced from the defendant, Dorothy Harvill, and that the bonds of matrimony heretofore existing between the plaintiff and defendant be dissolved.

Dated at Chambers in Boise, Ada County, State of Idaho, this 15th day of July, 1949.

CHAS. E. WINSTEAD
District Judge.

STATE OF IDAHO,
County of Owyhee, } ss.

CERTIFICATE

I, F.M.Hobbs, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce-J.B.Harvill vs Dorothy Harvill filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16th day of July, 1949.

By ....., Deputy.

F.M.Hobbs
Clerk.

7022

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE.

FRANCES JEAN BROCK,

Plaintiff,

-vs-

PAUL EDWARD BROCK,

Defendant.

No 2679
Filed and entered
July 13, 1949
Lillian Hutson
Clerk

DECREE

The above entitled action came on regularly for trial at the Chambers of the above entitled court at Weiser, Idaho, this 14 day of July, 1949, Geo. Donart appearing as attorney for the plaintiff, and the defendant not appearing in person or by counsel, and it appearing to the court that due and legal service of summons has been made upon the defendant, and that the time allowed by law to the defendant for pleading has expired, and an affidavit having been filed showing that the defendant is not engaged in either the Military or Naval Service of the United States of America, having been filed, the default of the said defendant is duly and regularly entered,

Evidence is introduced in behalf of the plaintiff and the cause is submitted to the court for consideration and decision;

The court being fully advised as to the law in the premises, finds from the evidence so introduced that all of the allegations contained in the plaintiff's complaint are true and that the plaintiff is entitled to the relief prayed for therein.

GEORGE DONART
ATTORNEY AT LAW
WEISER, IDAHO

NOW, THEREFORE, on Motion of Geo. Donart, attorney for the plaintiff, it is hereby ORDERED, ADJUDGED and DECREED that the bonds of matrimony existing between the plaintiff and the defendant, be and they are hereby forever dissolved and the plaintiff is hereby awarded an absolute divorce from the defendant;

It is further ORDERED, ADJUDGED and DECREED that the plaintiff be and she is hereby awarded the care, custody and control of Danny Lee Brock, a minor son of the plaintiff and the defendant, subject to the right of the defendant to visit the said Danny Lee Brock, and be visited by him at all reasonable times;

It is further ORDERED, ADJUDGED and DECREED that the defendant pay to the plaintiff for the care, support and maintenance of the said Danny Lee Brock, the sum of $25.00 per month beginning the 20 day of June, 1949, and continuing until the said Danny Lee Brock shall attain the age of eighteen years of age, or until the plaintiff shall remarry;

That the defendant pay to the attorney for the plaintiff the sum of $91.40 attorney fees, and suit money incurred in the above entitled action; that one-half of said amount be paid forthwith, and the residue within thirty days from the date of this decree;

It is further ORDERED, ADJUDGED and DECREED that there is hereby awarded to the plaintiff as her sole and separate property, one-half of the sum of $500.00 due to the plaintiff and defendant from Weiser Iron Works, or Milo Phillliber, all household furniture belonging to the plaintiff and the defendant;

And it is further ORDERED, ADJUDGED and DECREED that the defendant be and he is hereby awarded as his sole and separate property, one-half of the sum of $500.00 due to the plaintiff and defendant from Weiser Iron Works, or Milo Phillliber, one 1937 Model Terroplane Car.

Decree rendered this 12 day of July, 1949.

SEAL

A. O. SUTTON
District Judge.

GEORGE DONART
ATTORNEY AT LAW
WEISER, IDAHO

STATE OF IDAHO)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2679.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13 day of July, 1949.

Lillian Wilson
Clerk of the District Court.

7023

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE.

JUANITA J. CLAYBROOKE,

Plaintiff,

-vs-

JAMES H. CLAYBROOKE,

Defendant.

No 2667
Filed and entered
July 13, 1949
Lillian Nelson
Clerk,

DECREE

The above entitled action came on for trial in open court at the Chambers of the above entitled court at Weiser, Idaho, the 12th day of July, 1949, Geo. Donart appearing as attorney for the plaintiff and the defendant not appearing either in person or by counsel, and it appearing that due and legal service of summons has been made upon the defendant in the manner provided by law and the order of this court, and that the time allowed by law to defendant for pleading in said action has expired, and an affidavit having been filed showing that the defendant is not engaged in either the Military or Naval Service of the United States of American, the default of the defendant is duly and legally entered,

Witnesses are sworn and examined in behalf of the plaintiff and the cause is submitted to Court for consideration and decision,

The court being fully advised as to the law in the premises, finds that all of the allegations contained in the plaintiff's complaint are true and that the plaintiff is entitled to the relief prayed for therein,

NOW, THEREFORE, On motion of Geo. Donart, attorney for the plaintiff, it is hereby ORDERED, ADJUDGED and DECREED that the bonds of matrimony existing between the plaintiff and the defendant, be and they are hereby forever dissolved, and the plaintiff is hereby awarded a full and complete divorce from the defendant;

It is further ORDERED, ADJUDGED and DECREED that the following property be and the same is hereby awarded to the plaintiff as her sole and separate property, to-wit:

GEORGE DONART
ATTORNEY AT LAW
WEISER, IDAHO

REAL PROPERTY situate in the County of Payette, State of Idaho, to-wit:

The Southwest Quarter of the Northwest Quarter of Section Nine (9), Township Seven (7) North of Range Five (5) West of Boise Meridian;

The East Half of the Southwest Quarter, except a strip of land along the south side thereof ten feet in width, in Section Nine (9), Township Seven (7) North of Range Five (5) West of Boise Meridian;

The East Half of the Northwest Quarter of Section Nine (9), Township Seven (7) North of Range Five (5) West of Boise Meridian;

The Southeast Quarter of the Southeast Quarter and Lot Four (4) in Section Seventeen (17), Township Seven (7) North of Range Five (5) West of the Boise Meridian;

The West Half of the Southwest Quarter of Section Nine (9), Township Seven (7) North, Range Five (5) West of Boise Meridian, containing 80 acres, more or less, except a strip of land extending across the west end and along the south side line thereof, more particularly described as follows: Beginning at a point 25 feet east of the northwest corner of said West Half of Southwest Quarter, and running thence south to a point 25 feet east of the southwest corner of said West Half of Southwest Quarter; thence east along the south line of said West Half of Southwest Quarter to the Southeast corner thereof; thence north 10 feet; thence west and parallel with the south line of said west half of southwest quarter to a point 35 feet east of the west line of said west half of southwest quarter; thence north to the north line of said west half of southwest quarter; thence west 10 feet to the point of beginning;

The North Half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section Sixteen (16), Township Seven (7) North of Range Five (5) West of Boise Meridian, together with 100 shares of Stock in the Whitely Bottom Lateral Company Limited, and 80 shares of Stock in the Farmers Co-operative Irrigation Company, Limited.

An undivided one-third interest in and to the following described property:

Commencing at the Southeast corner of Block Four (4) of East Fruitland; thence West 131.3 feet to the Southwest corner of said Block Four (4); thence North 138.2 feet; thence North 61° 23' East 49 feet to the east side of said Block Four (4); thence southeasterly along the east side of said Block Four (4) to the place of beginning, containing 0.36 acres; all according to the plat of East Fruitland Addition to Fruitland, Idaho; as the same is shown on the official plat of said Addition, together with all water rights belonging thereto and used in connection therewith, EXCEPT the following described tract of land: Beginning at a point on the northeasterly boundary of Block Four (4), East Fruitland Addition to Fruitland, Idaho, 89.9 feet southeasterly from the north corner of said Block, ~~said Payette Branch of the Oregon Short Line Railroad~~; thence southeasterly along the northeasterly boundary of said Block Four (4) 69.5 feet; thence southwesterly at right angles 18 feet; thence northwesterly at right angles 69.5 feet; thence northeasterly at right angles 18 feet to the place of beginning, this exception containing 0.029 acres;

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

GEORGE DONART
ATTORNEY AT LAW
WEISER, IDAHO

All PERSONAL PROPERTY consisting of household goods, farm machinery and motor vehicles now possessed by the plaintiff.

And it is further ORDERED, ADJUDGED and DECREED, that any and all other real property standing on the records of Payette County, Idaho, in the name of the plaintiff, whether hereinbefore specifically described or not, is the sole and separate property of the plaintiff, and that the defendant has no right, title or interest in, or lien or claim upon the above described property or any part thereof; that the plaintiff's former name of Juanita J. Harris be and the same is hereby restored to her.

Dated this ~~20th~~ 12th day of ~~June~~ July, 1949.

SEAL

A. O. SUTTON
District Judge.

STATE OF IDAHO)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2667.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13 day of July, 1949.

Lillian Wilson
Clerk of the District Court.

GEORGE DONART
ATTORNEY AT LAW
WEISER, IDAHO

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

No 2651
Filed and entered
July 18. 1949
Lillian Wilson
Clerk

NONA HOAG,
Plaintiff,
-vs-
WILLIAM L. HOAG, JR.,
Defendant.

DECREE OF DIVORCE

This cause coming on regularly for hearing this 18th day of July, 1949, on the Complaint of the plaintiff taken as confessed by the defendant, whose default for not answering has been duly entered in said cause this day.

It appearing to this Court that the said defendant, William L. Hoag, Jr., has been duly and regularly served with Summons in the above entitled cause according to law, and that more than twenty (20) days have elapsed since said service.

Witnesses were duly sworn and examined on behalf of the plaintiff and the evidence being closed, the case was submitted to the Court for its decision and after due deliberation the Court finds:

That the plaintiff has filed her affidavit as provided under the Soldiers' and Sailors' Civil Relief Act of 1940, in which plaintiff states that the defendant, William L. Hoag, Jr., is not in the Military Service of the United States, as defined by Section 101 (1) of the Act of Congress approved October 17, 1940; that pursuant to said affidavit, an Order allowing default was entered by the Court herein ordering that in case of proper service, default judgment be entered against the said defendant, William L. Hoag, Jr.

That all of the allegations contained in plaintiff's Complaint are true and supported by evidence; that the plaintiff

and defendant intermarried at Bakersfield, County of Kern, State of California, on or about July 18, 1948, and ever since said time have been and now are husband and wife.

That plaintiff is now and has been for more than six weeks last past preceeding the commencement of this action a resident of the State of Idaho.

That there are no children the issue of the marriage of the plaintiff and defendant.

That there is no community property of the plaintiff and defendant.

That the Court finds that the defendant has been guilty of extreme cruelty as more particularly set forth in plaintiff's complaint.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED and DECREED and this DOES ORDER, ADJUDGE and DECREE that the marriage bonds between the plaintiff, Nona Hoag, and the defendant, William L. Hoag, Jr., be and the same are hereby dissolved, and that the parties and each of them, are free and absolutely released from the bonds of matrimony and all obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the plaintiff's maiden name be restored to her, to-wit: Nona Easter.

Dated this the 18th day of July, 1949.

District Judge

STATE OF IDAHO)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2657.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18 day of July, 1949.

Lillian Wilson
Clerk of the District Court.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE.

James Henry Richards, Jr.,

Plaintiff,

-vs-

Georgia Faye Richards,

Defendant.

Action No. 2689.

Filed and entered
July 25, 1949

D E C R E E. Lillian Wilson,
Clerk.

This cause came on regularly to be heard in open Court, and by leave of the Court, at Caldwell, Canyon County, Idaho, on the 25th day of July, 1949, and it appearing that the defendant, Georgia Faye Richards, was duly and regularly served with process herein by personal service upon her in the State of California, according to law, and that she has failed to appear in any manner or at all herein although the time for appearance has fully expired, and a proper and sufficient affidavit showing that the defendant was not at any time during the pendency of this action and is not now in the service of the United States of America, either army, navy, or otherwise, having been filed herein and based thereon a Judge of this Court made and there was filed an order permitting the default of said defendant to be entered and upon proof of such proper service upon said defendant the Court entered the default of the said defendant, and thereupon the Court proceeded to try said cause.

The plaintiff and a witness on his behalf were sworn and testified before the Court herein, and the Court having heard such testimony and having examined and considered the evidence in support of the allegation of the complaint herein, and the matter having been submitted to the Court for judgment and the Court being fully advised in the premises, finds: That all the material allegations of the plaintiff as set forth in his complaint herein are true, to-wit: That plaintiff and defendant intermarried as alleged in said complaint; that plaintiff is and for more than six weeks preceding the commencement of this action was a

bona fide resident of the State of Idaho; that plaintiff and defendant ceased to live together as husband and wife as alleged in said complaint and ever since said date they have been and now are living separate and apart; that the defendant has been guilty of extreme cruelty in her conduct and treatment of the plaintiff, and has caused him great mental suffering, humiliation and shame, all without any just cause or reason and against the will of the plaintiff, such acts being as alleged in plaintiff's complaint; that the maiden name of the defendant was Georgia Faye Lauderdale, and that plaintiff desires that such name be restored to her herein; that there are no property rights or interests involved in this action; and that there is no child of the marriage of plaintiff and defendant.

The Court therefore finds that plaintiff is entitled to judgment and decree of this Court dissolving the bonds of matrimony now existing between himself and the defendant, on the grounds of extreme cruelty of the defendant toward the plaintiff; and that the maiden name of the defendant, Georgia Faye Lauderdale, should be restored to the defendant.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between the plaintiff, James Henry Richards, Jr., and the defendant, Georgia Faye Richards, be, and the same hereby is dissolved on the grounds of extreme cruelty of the defendant toward the plaintiff, and that the said parties be and they are hereby relieved of all the obligations of said marriage and are returned to the status of unmarried persons.

2. That the defendant be and she is hereby restored to her maiden name of Georgia Faye Lauderdale.

Done in open Court this 25th day of July, 1949.

A. O. Sutton
District Judge.

STATE OF IDAHO)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2689.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25 day of July, 1949.

Lillian Wilson
Clerk of the District Court.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER

Case No. 3519
Instrument No. 7
Filed July 22 1949
Lyell Stuart Clerk
By Helen Hall Deputy

NAOMI G. HUMMEL,
Plaintiff,
-vs-
CHARLES V. HUMMEL,
Defendant

DECREE

This matter coming on for hearing at chambers, at Pocatello, Bannock County, Idaho, the plaintiff being present in person and by her counsel O. R. BAUM, and the defendant coming not, but making default herein, and by reason of such default having waived the making of Findings of Fact and Conclusions of Law; and it appearing to the Court that an Affidavit of Non-military status of the defendant has been filed herein, and an Order entered that judgment may be entered and, after submission of proof, and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing by and between the plaintiff and defendant be, and they are, hereby severed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, custody and control of the minor child of the parties, to-wit: Marlene Hummel, age 15, shall be, and the same is hereby, awarded to the said plaintiff, provided however, that said defendant shall be privileged to visit said child at reasonable times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said defendant shall pay to said plaintiff for the care and support of said minor child the sum of $75.00 per month payable as follows: $37.50 on the 10th day of August, 1949 and $37.50 on the 25th day of August, 1949, and $37.50 on the 10th and 25th of each month thereafter until such child shall become of age, all until further order of the court.

Law Offices
O. R. Baum
Pocatello, Idaho

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said property settlement so had between said parties be, and the same is hereby, approved, the automobile of said parties going to defendant and the real estate to the plaintiff.

DATED this 22nd day of July, 1949.

L. E. GLENNON
DISTRICT JUDGE

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE of Divorce in the case of NAOMI G. HUMMEL vs. CHARLES V. HUMMEL as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 1st. day of August, 1949.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

Law Offices
O. R. Baum
Pocatello, Idaho

7028

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

EDNA HILL,
Plaintiff,
vs.
LAWRENCE W. HILL,
Defendant.

No. 10852

D E C R E E

This cause came on regularly to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, at Wallace, Idaho, on the 30th day of June, 1949. The plaintiff appeared in person and by her attorney, Dale Austin, and there was no appearance by or on behalf of the defendant.

It appeared to the satisfaction of the Court from the records and files herein that the defendant has been duly and regularly served with process at Wallace, County of Shoshone, State of Idaho, and has failed to enter an appearance herein and that his default was duly and regularly entered herein.

Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint, and the Court being fully advised in the premises made and entered herein its Findings of Fact and Conclusions of Law.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of Matrimony heretofore existing between the plaintiff, EDNA HILL, and the defendant LAWRENCE W. HILL, be, and the same are hereby dissolved, set aside and held for naught, and the plaintiff is hereby granted an absolute divorce from the defendant.

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

2. That, that certain agreement made and entered into by the parties hereto providing for the division of the Community Property acquired by the parties be, and the same is hereby approved and ratified.

Dated this 27th day of July, 1949.

ALBERT H. FEATHERSTONE
DISTRICT JUDGE

Entered, Docketed and Filed
JUL 27 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 27th day of July 19 49

Anna K. Battick
Clerk of the District Court
First Judicial District for
Shoshone County, Idaho
By Betty Burster
Deputy

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

7029

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

FLORENCE ROBINSON,)
Plaintiff,) No. 10857
vs.) D E C R E E
HARLIN ROBINSON,)
Defendent.)

This matter coming regularly on to be heard this 1st day of July, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. The plaintiff appeared in person and was represented by her attorney, Sennett S. Taylor. The defendant did not appear nor was he represented by counsel. And it appearing the defendant was personally served with summons by the Sheriff of Shoshone County, Idaho and that thereafter his default was duly entered herein by reason of his failure to answer or otherwise plead to plaintiff's complaint within the time allowed him by law for so doing.

WHEREUPON, witnesses were called, sworn and examined and the court having heard their testimony and being now advised in the premises and having heretofore made and entered herein its Findings of Fact and Conclusions of Law;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be dissolved and that plaintiff be granted an absolute decree of divorce from defendant.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff's former name, Florence Bellamy, be, and it hereby is restored to her.

Dated July 1st, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
JUL 1 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 1st day of July 19 49

ANNA K. BATTICK

Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

7030

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

GLADYS McARTHUR, Plaintiff,

vs.

JOHN McARTHUR, Defendant.

No. 10821

D E C R E E

This matter coming regularly on to be hear this 1st day of July, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court and the plaintiff being present and being represented by her attorney, Sennett S. Taylor. The defendant was not present and was not represented by counsel. And it appearing that the defendant had been served with summons in this matter by publication and that thereafter his default was duly entered herein for reason of his failure to answer or otherwise plead to plaintiff's complaint within the time allowed him for so doing.

WHEREUPON, witnesses were called, sworn and examined and the court having heard said testimony and being then advised in the premises and having then entered herein its Findings of Fact and Conclusions of Law;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be dissolved and that plaintiff be, and she hereby is, awarded an absolute decree of divorce from defendant.

Dated this 1st day of July, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
JUL 1 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 1st day of July 19 49

ANNA K. BATTICK

Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

WILBUR BROOKS, Plaintiff, vs. WANONA BROOKS, Defendant.	No. 10809 D E C R E E

This matter came regularly on to be heard this 2nd day of July, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. The plaintiff being present and being represented by his attorney, Bennett S. Taylor. The defendant was not present nor represented by counsel. And it appearing that defendant was duly served with summons by publication and that thereafter her default was regularly and duly entered herein by reason of her failure to answer or otherwise plead to plaintiff's complaint within the time allowedher by law for so doing.

WHEREUPON, witnesses were called, sworn and examined and the court having heard and considered said testimony and being advised in the premises and having heretofore made and entered herein its Findings of Fact and Conclusions of Law;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be dissolved and that plaintiff be, and he hereby is, awarded an absolute decree of divorce from defendant.

Dated this 2nd day of July, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
JUL 2 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 2nd day of July 1949

ANNA K. BATTICK

Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

JUNE JOHNSON,
Plaintiff,
vs.
EUGENE H. JOHNSON,
Defendant.

No. 10849

D E C R E E

This matter came regularly on to be heard this 2nd day of July, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. The plaintiff appeared in person and was represented by her attorney, Sennett S. Taylor. The defendant did not appear and was not represented by counsel, it appearing that his default had heretofore been entered herein by reason of his failure to answer or otherwise plead to plaintiff's complaint within the time allowed him by law for so doing.

WHEREUPON, witnesses were called, sworn and examined and the court having heard their testimony and being fully advised in the premises and having heretofore made and entered herein its Findings of Fact and Conclusions of Law;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be dissolved and that plaintiff be, and she hereby is, awarded an absolute divorce from defendant.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that Katheryn Jean Johnson, Judith Kay Johnson, Clara June Johnson and said unborn child have their custody and control awarded to the plaintiff with defendant awarded the right to see and visit said children at all reasonable times and places.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that defendant pay all hospital and medical expenses in connection with the birth of said unborn child.

AND IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that defendant pay to plaintiff for the care and support of said minor children the sum of $100.00 per month for the months of July, August and September, 1949, and that thereafter defendant pay to plaintiff the sum of $80.00 per month, on or before the first day of each and every month until further order of this court.

Dated this 2nd day of July, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
JUL 2 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO }
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 2nd day of July 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

CARROLL B. PARRY,)
Plaintiff,)
-vs-)
ARTHUR O. PARRY,)
Defendant.)

#10793
D E C R E E

- - -

This cause came regularly on to be heard this 6th day of July , 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff herein, taken as confessed by the defendant for his failure to appear and plead to the verified Complaint of the Plaintiff on file herein. Mr. John J. Peacock appeared as attorney for the plaintiff and the defendant made no appearance; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process; and that said service was by publication of Summons in the Kellogg-News-Wardner, a newspaper published at Kellogg, Shoshone County, Idaho, and that said publication of Summons was for the time required by law. And after said publication, the defendant having failed to appear or answer said Complaint within the time allowed and permitted by law; and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is, awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the custody of Barclay K. Poole be, and the same is hereby affirmed in plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff's former name of Carroll B. Poole be, and the same is hereby restored to her.

Done in open Court this 6th day of July, A. D. 1949.

Albert H. Featherstone
District Judge

Entered, Docketed and Filed
JUL 6 1949
Anna K. Battick Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the Decree
as the same appears of record in my office.
Dated at Wallace, Idaho, this 6th day of July A.D. 49

Anna K. Battick
Clerk of the District Court
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

JEWEL ATKINSON,)

Plaintiff No. 10839

-vs-) D E C R E E

JACK ATKINSON,

Defendant)

This cause came regularly on to be heard before the undersigned Judge of the above entitled court in chambers at Wallace, Shoshone County, Idaho on the date hereof, plaintiff appearing in person and being represented by her counsel, Mr. JamesW. Wayne, and the defendant being in default herein. Thereupon competent and corroborative evidence was received, substantiating the allegations of the complaint, and written findings of fact and conclusions of law having been expressly waived, under 7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

1. Plaintiff has been a bona fide resident of and domiciled in the State of Idaho for at least six weeks next preceding the date of the commencement of this action.

2. Plaintiff be, and she hereby is, granted a decree of absolute divorce from the defendant herein on the grounds of extreme cruelty.

3. Plaintiff be, and she hereby is restored to the use of her former name of Jewel McDaniels.

Dated and done at Wallace, Idaho, this 6th day of July, 1949.

Albert H Featherstone
District Judge

Entered, Docketed and Filed
JUL 6 1949
Anna K. Battick Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO)
COUNTY OF SHOSHONE) SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 6th day of July 49

Anna K. Battick
Clerk of the District Court
Shoshone County, Idaho

By Betty Burster Deputy

7035

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

KEITH L. TOBIN,)

Plaintiff

-vs-) 10838 D E C R E E

NANCY L. TOBIN,

Defendant)

This cause came regularly on to be heard before the undersigned Judge of the above entitled court in chambers at Wallace, Shoshone County, Idaho on the date hereof, plaintiff appearing in person and being represented by his counsel, Mr. James W. Wayne, and the defendant being in default herein. Thereupon competent and corroborative evidence was received, substantiating the allegations of the complaint, and written findings of fact and conclusions of law having been expressly waived, under 7-304; now therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

1. Plaintiff has been a bona fide resident of and domiciled in the State of Idaho for at least six weeks next preceding the date of the commencement of this action.

2. Plaintiff be, and he hereby is, granted a decree of absolute divorce from the defendant herein on the grounds of extreme cruelty.

Dated and done at Wallace, Idaho this 6th day of July, 1949.

Albert H Featherstone
District Judge

Entered, Docketed and Filed
Jul 6 1949
Anna K. Battick Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE : SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office

Dated at Wallace, Idaho, this 6th day of July 19 49

Anna K Battick

By Betty Burster Deputy

7036

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

DARLENE MURPHY,
Plaintiff,
vs.
WAYNE MURPHY,
Defendant,

No. 10823

D E C R E E

This matter came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, on the 6th day of July, 1949. The plaintiff appeared in person and by her attorney, Herman J. Rossi, and there being no appearan ce by or on behalf of the defendant.

It appeared from the records and files herein that the defendant had been personally served with Summons and Complaint in the County of Shoshone, State of Idaho, and that he had failed to appear, answer, or plead within the time provided by law, or at all, and that his default had been duly and regularly entered in the premises.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was offered by and on behalf of the plaintiff and in support of the allegations of her Complaint and the Court being fully advised in the premises made and entered its Findings of Fact and Conclusions of Law.

NOW THEREFORE, by virtue of the premises, and in accordance with said Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court does HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, DARLENE MURPHY, and the defendant, WAYNE MURPHY, be, and the same hereby are, dissolved, set aside, and held for naught, and the said DARLENE MURPHY hereby is granted an absolute divorce from the defendant, WAYNE MURPHY.

2. That full custody, care and control of the minor children of the parties, ROBERT, age 16, and HELEN, age 13, is hereby awarded to the plaintiff, DARLENE MURPHY.

Dated and done at Wallace, Idaho, this 6th day of July, 1949.

Albert L Featherston
District Judge

Entered, Docketed and Filed
JUL 6 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 6th day of July 1949

ANNA K. BATTICK

Clerk of the District Court
First Judicial District of Idaho
Shoshone County, Idaho

By Betty Burster
Deputy

7037

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

EDITH MILLER, Plaintiff vs. HORACE S. MILLER, Jr. Defendant.	No. 10827 D E C R E E

- - -

This causing coming on regularly to be heard before me, the undersigned Judge of the above entitled court, the plaintiff appearing in person through her attorneys and with her witnesses and the defendant appearing not and it appearing from the records and files in said action that the said defendant has been duly and regularly served with summons in the manner provided by law and that the time within which the said defendant could appear or plead has heretofore elapsed and the default of the said defendant has been entered; witnesses having been called, sworn and examined on behalf of the plaintiff and the court having heard the testimony adduced and being fully advised in the premises

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony heretofore and now existing between plaintiff and defendant be and they are hereby dissolved and plaintiff is awarded a decree of absolute divorce therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that plaintiff have restored to her her maiden name, Edith Walters.

Done in open court this 7½ day of July, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
JUL 11 1949
Anna K. Battick Clerk District Court
By Betty Burster Deputy

STATE OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 11th day of July 19 49

ANNA K. BATTICK

Clerk of the District
First Judicial District for
Shoshone County, Idaho

By Betty Burster
Deputy

7038

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

KATHLEEN FAH,

Plaintiff,

vs.

ALEXANDER FAH,

Defendant.

No. 10834

D E C R E E

- - -

This cause coming on regularly to be heard before me, the undersigned Judge of the above entitled court, the plaintiff appearing in person through her attorneys and with her witnesses and the defendant appearing not and it appearing from the records and files in said action that the said defendant has been duly and regularly served with summons in the manner provided by law and that the time within which the said defendant could appear here heretofore elapsed and the default of the said defendant has been entered; witnesses having been called sworn and examined on behalf of the plaintiff and the court being fully advised as to the law and in the premises,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony heretofore and now existing between plaintiff and defendant and awarding to plaintiff a decree of absolute divorce therfrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the sole care, custody and control of the minor child of plaintiff and defendant, Judy Kay Fah, be awarded to plaintiff, reserving to the defendant, however, the right to visit said child at all reasonable times and

places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the said defendant b o required to pay for the care, maintenance and support of said minor child the sum of $35.00 each month.

Done in open court this 11th day of July, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
JUL 11 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 11th day of July 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

EDNA MARIE WHITE, Plaintiff, -vs- ARLO WHITE, Defendant.) No: 10835) DECREE

This cause came regularly on to be heard this 11th day of July, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, Sitting without a jury, upon a Complaint of the plaintiff, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same, testimony was closed.

WHEREUPON, the cause was submitted to the court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant, be, and the same are, hereby absolutely dissolved, and

T. P. WORMWARD
LAWYER
KELLOGG, IDAHO

the said plaintiff be, and she hereby is awarded an absolute divorce from the defendant on the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff herein be awarded the care, custody and control of the said minor child, , and that she is awarded alimony in the amount of $50.00 per month; that defendant be ordered to pay her the costs of the hospital bills and calls attendant upon the birth of said child to said parties, estimated at $150.00; attorney's fees in the amount of $125.00 and suit money in the amount of $25.00, and for such other relief as to the Court may seem just and proper.

Albert H Featherstone
District Judge

A True Copy

Albert H Featherstone
District Judge

Entered, Docketed and Filed
JUL 11 1949
Anna K. Battick Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO } ss
COUNTY OF SHOSHONE }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 11th day of July 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County Idaho
By Betty Burster
Deputy

T. P. WORMWARD
LAWYER
KELLOGG, IDAHO

7040

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - - - - -

HELEN YEHLE,)
Plaintiff,)
- vs -)
)
JOHN A. YEHLE,)
Defendant.)

NO. 10836

D E C R E E

- - - - - - - -

This cause came on regularly to be heard on the 12th day of July, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court, sitting without a jury, upon a complaint of the plaintiff, herein taken as confessed by the defendant for failure to appear in answer to the verified complaint of plaintiff on file herein. W. L. Tuson appeared as attorney for plaintiff and defendant did not appear. It appeared to the above entitled court that the defendant was duly and regularly served with process and that said service was duly made by publication, and the default of the defendant for not appearing, answering or in anywise pleading in said cause, was duly and legally entered.

WHEREUPON, the court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her complaint and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by plaintiff's counsel, the cause was submitted to the court for its decision and the court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein and having heretofore made its Findings of Fact and Conclusions of Law and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be dissolved, and that the plaintiff be granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be, and she is hereby awarded the care, custody and control of the minor child of plaintiff and defendant, namely, Sandra Lynne Yehle, and the unborn child of plaintiff and defendant, if and when said child is born.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That all of the separate property of plaintiff be, and the same is hereby confirmed to her as her sole and separate property, and it is further ordered, adjudged and decreed that defendant be, and he is hereby forever barred and enjoined from claiming any equity, right or title in and to said property. It is further ordered, adjudged and decreed, that the community property of plaintiff and defendant be and the same is hereby awarded and set over to plaintiff as her sole and separate property and that all of said property is described as follows:

Miscellaneous Household goods
Furniture and Fixtures
1946 Ford Tudor Sedan, Motor No. 713250, Certificate No. 610557
1948 homemade two-wheel trailer, Serial No. S.N.T.R. 7592, Montana and Montana Certificate of Title No. 609137
Dwelling house and garage located on ground leased from Bunker Hill Mining and Concentrating Company, known as Lease No. 281

Done in open court this 12th day of July, A. D. 1949.

(Signed) Albert H. Featherstone
District Judge

(SEAL)

Entered, Docketed and Filed
JUL 12 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office

Dated at Wallace, Idaho, this 12th day of July 19 49

ANNA K. BATTICK

Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - - - - -

JAMES R. RODREICK,
Plaintiff,
- vs -
NOVA RODREICK,
Defendant.

NO. 10708

D E C R E E

- - - - - - - -

This cause came regularly on to be heard on this 26th day of July, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above-entitled court, sitting without a jury, and it appearing to the court that the said defendant heretofore appeared in said cause by demurrer and that said demurrer was heretofore over-ruled by the above-entitled court, and the defendant having refused to further appear or plead in said cause, the default of said defendant for her failure to further appear or plead having heretofore been entered, the plaintiff appeared in person and by his attorney, W. L. Tuson, and the defendant did not appear.

WHEREUPON, the court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his complaint and after having heard the same, the testimony was closed.

WHEREUPON, the court, considering the aforesaid testimony, together with the papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be dissolved and that the plaintiff be and he is hereby granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff be and he is hereby awarded the care, custody and control of the minor child of plaintiff and defendant; namely, Sandra Lee Rodreick, until such time as defendant shall remarry and is able to provide a suitable home for said child and until the further order of this court, with right of visitation at all reasonable times in defendant, and that said child shall be raised in the Catholic faith.

Done in open court this 26th day of July, 1949.

(Signed) Albert H. Featherstone
District Judge

(SEAL)

Entered, Docketed and Filed
JUL 26 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 26th day of July 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

7042

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - - - - - -

JOHN S. MORROW, Plaintiff,

- vs -

SHIRLEY MORROW, Defendant.

NO. 10854

D E C R E E

- - - - - - - - -

This cause come on regularly to be heard the 26th day of July, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court, sitting without a jury upon a complaint of the plaintiff herein taken as confessed by the defendant for failure to appear and answer to the verified complaint of plaintiff on file herein. W. L. Tuson appeared as attorney for plaintiff and defendant did not appear. It appeared to the above-entitled court that the defendant was duly and regularly served with process and that said service was duly made by being served upon the defendant personally and the default of the defendant for not appearing, answering or in anywise pleading in said cause, was duly and regularly entered.

WHEREUPON, the court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his complaint and after having heard the same the testimony was closed.

WHEREUPON, the court considering the aforesaid testimony together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be dissolved and that the plaintiff be and he is hereby granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That defendant be and she is hereby awarded the care, custody and control of Dean Stuart Morrow, minor child of plaintiff and defendant, with right of visitation at reasonable times in plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the property settlement agreement heretofore entered into by plaintiff and defendant be and the same is hereby approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff pay to defendant the amount of FORTY ($40.00) DOLLARS per month as support for the care, education and maintenance of said minor child until the further order of this court.

Done in open court this 26th day of July, A. D. 1949.

(Signed) Albert H. Featherstone
District Judge

Entered, Docketed and Filed
JUL 26 1949
Anna K. Battick
Clerk District Court (SEAL)
By Betty Burster Deputy Clerk

STATE OF IDAHO } ss
COUNTY OF SHOSHONE }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Wallace, Idaho, this 26th day of July 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

EVA GREGORY, Plaintiff, -vs- LEON H. GREGORY, Defendant.) No. 10824) D E C R E E

This cause came regularly on to be heard this 26th day of July, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been duly advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the

T. P. WORMWARD
LAWYER
KELLOGG, IDAHO

said plaintiff be, and she hereby is awarded an absolute divorce from the defendant on the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff herein is further awarded 25% of the proceeds of the sale of the home property of the parties hereto, and that she is further awarded the following house-hold furniture: 1 piano; sewing machine; washing machine; floor lamp; small table; bedroom set with inner spring mattress and new spring; table with bench and 4 chairs; rollaway bed; 1 spring and mattress; trunk and all dishes and bedding and pillows;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant is to receive 75% of the sale of the home property of said parties hereto, which is to be sold forthwith; that defendant is also awarded the 1939 Plymouth Automobile and the following household furniture: 1 drop-leaf table; chair; 1 rocker; davenport and chair; 1 cupboard; 1 cot; 1 bed with springs and cotton mattress; 1 electric stove, which is the separate property of the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That defendant herein pay the amount of $125.00 to plaintiff as reasonable attorney's fees for the prosecution of this action, and suit money in the amount of $25.00, and further adjudged that plaintiff be restored to her former name of Eva Wegner.

Done in open court this 26th day of July, A.D. 1949.

Entered, Docketed and filed
JUL 26 1949
Anna K. Battick, Clerk District Court
By Betty Burster Deputy

Albert H Featherstone
District Judge

A True Copy

District Judge

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, 26th day of July 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho
By Betty Burster
Deputy

T. P. WORMWARD
LAWYER
KELLOGG, IDAHO

7044

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

HENRY SIMMONS JR.,
Plaintiff,
vs.
JUNE E. SIMMONS,
Defendant.

No. 10853

D E C R E E

This cause came on regularly to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, at Wallace, Idaho, on the 27th day of July, 1949. The plaintiff appeared in person and by his attorney, Dale Austin, and there was no appearance by or on behalf of the defendant.

It appeared to the satisfaction of the Court from the records and files herein that the defendant has been duly and regularly served with process at Cortez, Colorado, and has failed to enter an appearance herein and that her default was duly and regularly entered herein.

Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of his complaint, and the Court being fully advised in the premises made and entered herein its Findings of Fact and Conclusions of Law.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THE COURT DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony heretofore existing between the plaintiff HENRY SIMMONS JR., and the defendant JUNE E. SIMMONS, be, and the same are hereby dissolved, set aside and held for naught, and the plaintiff is hereby granted an absolute

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

divorce from the defendant.

2. That the defendant is hereby restored the use of her maiden name, to-wit: THOMAS

3. That the plaintiff is awarded as his sole and separate property the following described real property, to-wit:

Beginning at Section Rock Marked "23" on the North Boundary line between Sections 2 and 35; Thence running 92 feet to Northwest Corner Post; Thence 150 feet east to Corner Post; Thence 124 feet South to southeast corner post; Thence 150 feet to southwest corner post; Thence 32 feet from southwest corner to Section Rock marked "23" the place of beginning, and lying and being in Sections 2 of Twp. 48 NR 3 E.B.M., and Section 35 of Twp. 49 NR 3 E.B.M., situated in the County of Shoshone, State of Idaho.

Dated this 27th day of July, 1949.

ALBERT H. FEATHERSTONE
DISTRICT JUDGE

Entered, Docketed and Filed
JUL 27 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO } SS
COUNTY OF SHOSHONE }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 27th day of July 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho
By Betty Burster
Deputy

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR SHOSHONE COUNTY

*****

7045

LA VERNE INGRAM	)	
Plaintiff,	)	No. 10847
vs.	)	DECREE OF ANNULMENT
DAN H. INGRAM	)	
Defendant,	)	

*****

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Wallace, Shoshone County, State of Idaho, on the 27th day of July, 1949, before the Honorable A. H. Featherstone, Judge of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by her attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, Judge of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between LaVerne Ingram plaintiff and Dan H. Ingram defendant be, and the same hereby are held for naught and plaintiff is granted a decree of annulment

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT plaintiff

desires the restoration of her former name of Laverne Graves be restored to her.

Dated at Wallace, Shoshone County, State of Idaho, on the 27th day of July 1949.

Entered, Docketed and Filed
JUL 27 1949
Anna K. Battick Clerk District Court
By Betty Burster, Deputy

A. H. FEATHERSTONE
District Judge

STATE OF IDAHO)
SS
County of Shoshone)

I, Anna K. Battick, Clerk of the District Court of the First Judicial District of the State of Idaho, in and for the County of Shoshone do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Laverne Ingram vs. Dan H. Ingram now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 27th day of July 1949.

ANNA K. BATTICK
Clerk
By Betty Burster
Deputy

7046

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

FRIEDA MARRIE HALL,
Plaintiff,

vs.

ROBERT H. HALL,
Defendant.

No. 10787

D E C R E E

This matter came regularly on to be heard before the undersigned, Judge of the above entitled Court, on the 28th day of July, 1949. The plaintiff appeared in person and by her attorney, Herman J. Rossi, and there being no appearance by or on behalf of the defendant.

It appeared from the records and files herein that the defendant had been personally served with Summons and Complaint in the County of Umatilla, State of Oregon, and that he had failed to appear, answer, or plead within the time provided by law and that his default had been duly and regularly entered in the premises.

Thereupon, the Court proceeded to the hearing of the cause. Sworn testimony was offered by and on behalf of the plaintiff and in support of the allegations of her Complaint, and the Court now being fully advised in the premises made and entered its Findings of Fact and Conclusions of Law.

NOW THEREFORE, by virtue of the premises, and in accordance with said Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court does HEREBY ORDER, ADJUDGE, AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, PRIEDA MARRIE HALL, and the defendant, ROBERT H. HALL, be, and the same hereby are, dissolved, set aside, and held for naught, and the said PRIEDA MARRIE HALL hereby is granted an absolute divorce from the defendant, ROBERT H. HALL.

2. That the plaintiff is hereby awarded full custody, care, and control of the two minor children of the parties, to wit: DORIS E. HALL, age 7, and MARY A. HALL, age 3.

Dated and done at Wallace, Idaho, this 28th day of July, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
JUL 28 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 28th day of July, 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District for
Shoshone County, Idaho
By Betty Burster
Deputy

Y

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TETON COUNTY

FILED
JUL 22 1949
Henry S. Martin
District Judge

WAYNE PEHRSON,

Plaintiff,

vs.

EDYTHE PEHRSON,

Defendant.

D E C R E E

The above entitled cause coming on regularly to be heard and tried before the Honorable Henry S. Martin, District Judge, at Chambers, at Idaho Falls, County of Bonneville, State of Idaho, on the 22nd day of July, 1949, Holden & Holden, appearing for and in behalf and as the attorneys of the above named plaintiff and no one appearing for or in behalf of the above named defendant; and whereupon plaintiff was duly and regularly sworn and examined, and testified for and in his own behalf and thereupon Earl Dredge _____ was duly and regularly sworn and examined, and testified for and in behalf of the above named plaintiff, and thereupon the above named plaintiff rested, and the above named defendant having submitted no proof whatever, for or in her own behalf, this cause was thereupon submitted to the Court for its decision upon the testimony and documentary evidence submitted for and in behalf of the above named plaintiff, and the Court being fully advised in the premises now finds as follows:

I

That the above named defendant has been duly and regularly served with a true copy of the Summons issued out of said Court in said cause, attached to which was a true copy of the Complaint filed herein; that by the written Stipulation of the parties to this suit, filed in said Court in said cause, it is expressly agreed that the above named defendant enters a general appearance in said Court in said cause, and subjects herself to the jurisdiction of said Court; that the Complaint filed herein shall be deemed to be denied; that this cause may be tried and final Judgment rendered

and entered herein, either in term time or in vacation, at Chambers, at any time convenient to said Court, or the Judge thereof, without notice to the above named defendant; that the making of Findings of Fact and Conclusions of Law herein is waived.

II

That this Court has jurisdiction of the subject matter of this suit and of the person of the above named plaintiff, and of the person of the above named defendant; that the plaintiff is entitled to a Decree of Divorce as prayed for in his Complaint filed herein.

III

That by the written Stipulation of the parties to this suit, filed in said Court in said cause, it is expressly agreed that in the event the Court grants a Decree of Divorce to the above named plaintiff, that the Court shall award to the plaintiff, as his sole and separate property and for his sole and separate use and benefit, the following described real and personal property, to-wit:

> The West Half of the Northwest Quarter (W½NW¼), and the West Half of the Southwest Quarter (W½SW¼), in Section Fourteen (14), Township Five (5) North, Range Forty-four (44), East Boise Meridian, in Teton County, Idaho.
>
> One Philco Radio-Phonograph Combination; one Bed complete; one Bedroom Suite, consisting of one complete bed, vanity and chest of drawers; and one 1946 Pontiac Sedan.

IV

That by the written Stipulation of the parties to this suit, filed in said Court in said cause, it is expressly agreed, that in the event the Court grants a Decree of Divorce to the above named plaintiff, that the Court shall award to the defendant, as her sole and separate property and for her sole and separate benefit, the following described personal property:

> All her personal effects and household goods and furnishings, that were acquired by defendant prior to her marriage to plaintiff.

V

That by the written Stipulation of the parties hereto, filed in said Court and cause, it is expressly agreed that in the event the Court grants a Decree of Divorce to the above named plaintiff, that the said defendant waives any and all demands of every kind and nature against the plaintiff by reason of, or on account of this action, and/or on account of the marriage and marriage relationship of plaintiff and defendant, and that defendant be restored to her former name of Edythe Arlene Berry.

NOW, THEREFORE, on motion of Holden & Holden, the attorneys of record of the above named plaintiff:

I

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Wayne Pehrson, and the above named defendant, Edythe Pehrson, be, and the same is hereby forever dissolved, set aside and held for naught, and that the above named plaintiff and the above named defendant, and each of them, be, and they are hereby forever absolutely released from all the obligations thereof.

II

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the plaintiff, Wayne Pehrson be, and he is hereby awarded as his sole and separate property and for his sole and separate use and benefit, the following described real and personal property:

> The West Half of the Northwest Quarter (W½NW¼), and the West Half of the Southwest Quarter (W½SW¼), in Section Fourteen (14), Township Five (5) North, Range Forty-four (44), East Boise Meridian, in Teton County, Idaho.
>
> One Philco Radio-Phonograph Combination; one Bed complete; one Bedroom Suite, consisting of one complete bed, vanity and chest of drawers; and one 1948 Pontiac Sedan.

And the defendant be, and she is hereby divested of all title and interest to the same.

III

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the defendant, Edythe Pehrson be. and she is hereby awarded as her sole and separate property, for her sole and separate use and benefit, the following described personal property to-wit:

All her personal effects and household goods and furnishings, that were acquired by defendant prior to her marriage to plaintiff.

IV

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the defendant waives any and all demands of every kind and nature against the plaintiff by reason of, or on account of this action, and/or on account of the marriage and marriage relationship of plaintiff and defendant.

V

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that defendant be restored to her former name of Edythe Arlene Berry.

Dated at Idaho Falls, Idaho, this 22nd day of July, 1949.

Henry L. Martin
District Judge

STATE of IDAHO
COUNTY of TETON } ss
Filed for Record at the Request of
Henry L. Martin
at 38 Minutes past 1 o
O'clock P M this 23
day of July 1949
and Recorded in Book 59
of Judgments page 316
Records of Teton, County
State of Idaho.
Recorder
By Deputy

46578

7048

IN THE DISTRICT COURT
OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF TWIN FALLS

13979

--:--

EDNA LOUISE BIGLEY, Plaintiff,

vs.

JAMES LOUIS BIGLEY, Defendant.

DECREE OF DIVORCE

C A Bellis
Irene C Nielsen
Entered

--:--

This action coming on for hearing before Honorable Kales E. Lowe, one of the Judges of this Court, at Twin Falls, Idaho, on July 1, 1949, the plaintiff appearing in person and by her attorney, J. H. Blandford, Twin Falls, Idaho, and it appearing to the Court that the defendant has in writing accepted service of summons herein, waived the twenty-day period within which he has to appear and answer the complaint of plaintiff, and has refused to plead to said complaint of plaintiff and default of said defendant having been duly filed herein and evidence having been adduced on behalf of plaintiff in support of her complaint, and the matter having been submitted to the Court for decision and the Court having taken said matter under advisement; and it appearing to the Court that the material allegations of plaintiff's complaint are true, namely, that plaintiff and defendant were married at Elko, Nevada, on May 28, 1946, and ever since said date have been and now are husband and wife; that during the existence of said marriage relation one child has been born to plaintiff and defendant, namely, Sharon Louise Bigley, born November 4, 1947; that said child is now in the custody of plaintiff and she is a fit and proper person to have the care, custody and control of said minor child; that defendant has without cause treated plaintiff in an extremely cruel and inhuman manner and has failed to provide plaintiff and defendant with the common necessities of life; that said acts of cruelty and non-support have caused plaintiff great mental anguish and suffering; that said parties have heretofore made and entered into a property settlement agreement adjusting all of their property rights and interests, which agreement to the Court appears to be fair and just; and that plaintiff has resided in the State of Idaho at least six weeks prior to the commencement of this action;

NOW, THEREFORE, on motion of J. H. Blandford, attorney for plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED, as follows:

1. That the marriage relation existing between plaintiff and defendant be absolutely dissolved, and said parties forever freed from the obligations thereof; and that plaintiff and defendant, and each of them, be restored to the status of a single or unmarried person.

2. That plaintiff be and she hereby is given the care, custody and control of Sharon Louise Bigley, the minor child of plaintiff and defendant, and the defendant is given the right to visit said child at reasonable times; that plaintiff be and she hereby is awarded the sum of $35.00 per month for the support and maintenance of said minor child, such payments to be made on or before the 5th day of each month, beginning with the month of July, 1949, and continuing to and including the month of December, 1949, and the sum of $50.00 per month on or before the 5th day of each month, beginning with the month of January, 1950.

3. That plaintiff be and she hereby is awarded the sum of $75.00 as a reasonable attorney's fee for the prosecution of this action, and $20.00 court costs herein expended.

4. That the property settlement agreement made and entered into between plaintiff and defendant dated June 30, 1949, introduced in evidence as plaintiff's Exhibit A, be and the same hereby is approved and confirmed and made a part of this decree.

5. That plaintiff be and she is hereby given as her sole and separate property and estate all of the household furniture and fixtures and equipment which belonged to plaintiff and defendant upon which there is an unpaid balance due the Pacific Finance Corporation, Pocatello, Idaho, and also an unpaid balance due Wilson-Bates Company, Twin Falls, Idaho. That plaintiff is awarded no alimony under this decree but in lieu thereof all of said personal property is given to plaintiff as her sole and separate property as aforesaid, and defendant shall pay to said Pacific Finance Corporation and Wilson-Bates Company all of the unpaid balances due upon said household furniture, fixtures and equipment in such a manner as shall be satisfactory to said companies.

DATED at Twin Falls, Idaho, this 1st day of July, 1949.

KALES E. LOWE
District Judge

O. A. Bullen
Irene C. Nielsen

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, the undersigned, EDNA LOUISE BIGLEY, of Twin Falls, Idaho, party of the first part, and JAMES LOUIS BIGLEY, of Twin Falls, Idaho, the party of the second part, were married at Elko, Nevada, on May 28, 1946, and ever since said date have been and now are husband and wife; and

WHEREAS, unhappy differences have arisen between said parties and each of them deems it for the best interests and greater happiness of each of them that they live separate and apart and discontinue to live together as husband and wife; and

WHEREAS, said parties have agreed upon and desire to evidence and carry into effect a full, final and complete settlement of all their property rights and interests in property;

NOW, THEREFORE, THIS AGREEMENT, Made and entered into this 30th day of June, 1949, by and between said parties, WITNESSETH:

That for and in consideration of the sum of One Dollar by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged, and other good and valuable considerations, and the mutual covenantsn and agreements herein contained by each of said parties to be observed and performed, it is mutually understood and agreed as follows:

1. That the parties hereto shall live separate and apart and each shall be free from any and all direction, interference, authority and control by the other as fully as if he or she were sole and unmarried, and each may conduct, carry on and engage in any employment, business, trade or undertaking for his or her sole and separate use and benefit without and free from any

direction, control, restraint or interference, direct or indirect, by the other, in all respects as if each were unmarried.

2. That the party of the second part shall pay to the party of the first part for the support of Sharon Louise Bigley, the minor child of said parties, born November 4, 1947, the sum of Thirty-five Dollars ($35.00) per month, beginning with the month of July, 1949, and Fifty Dollars ($50.00) per month beginning with the month of January, 1950, said payments to be made each month between the 1st and the 5th.

3. That the party of the second part shall, in lieu of alimony, make, execute and deliver to the party of the first part a bill of sale to all furniture and fixtures owned by the parties hereto as her sole and separate property and the party of the second part agrees to pay any unpaid indebtedness against the same; that the party of the first part shall make, execute and deliver to the party of the second part a bill of sale to the automobile of the parties hereto; that each party shall be entitled to any other property which was and is his or her separate property; that the party of the first part shall not be entitled to and does hereby waive any and all right or claim which she has or may have to the payment of alimony.

4. That the party of the first part shall have the care, custody and control of said minor child, and the party of the second part shall have the right to visit said child at reasonable times.

5. That the respective parties hereto shall execute and deliver to the other upon request any papers necessary to change the beneficiary in any policies of insurance owned or carried by either of them.

6. That the party of the first part hereby represents that she has incurred no bills whatsoever for which the party of the second part is liable; that neither of the parties hereto shall be obligated to pay any bills or obligations of the other hereinafter incurred.

7. That an action for divorce has been instituted by the party of the first part against the party of the second part, and this agreement shall be introduced in evidence and the Court requested to approve and confirm the same and make it part of the final decree of divorce.

8. That the party of the second part shall pay to the party of the first part the sum of Seventy-five Dollars ($75.00) as attorney's fees and the sum of $20.00 as court costs.

9. This agreement shall bind the parties hereto, their heirs, successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have set their hands this 30th day of June, 1949.

Witness to signature of
party of the first part

_____

_____
Party of the First Part.

Witness to signature of
party of the second part

_____

_____
Party of the Second Part.

7049

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

- - - - - - -

#13920

Meddie L. White,
Plaintiff,
vs.
Laun J. White,
Defendant.

- - - -

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JUL 18 1949
Ca Bullen
Irene C Nielsen
Deputy Clerk
Entered

D E C R E E

This cause having come on regularly to be heard before the court on the First day of July, 1949, with the plaintiff appearing in person and by her counsel W.L. Dunn, Esq., and the defendant neither appearing in person or by counsel, but having theretofore cause his voluntary appearance to be filed in said cause, whereby he expressly waived the service of summons upon him, admitted the receipt of a copy of the complaint on file in said cause, waived the statutory time to answer or plead to said complaint, submitted himself to the jurisdiction of the above entitled court and consented that a default be entered against him in said court in said cause, and the Clerk's default having been duly entered and approved by the Court, the Court thereupon proceeded to hear the testimony of witnesses duly sworn and examined in support of plaintiff's complaint and the matter being finally submitted and the Court being fully advised in the premises, finds that the defendant has treated plaintiff with extreme cruelty to the extent of causing plaintiff great and grievous mental and physical suffering and distress and that the allegations of plaintiff's complaint are fully sustained, Wherefore, NOW, THEREFORE, upon motion of W.L. Dunn, counsel for the plaintiff it is Hereby ORDERED, ADJUDGED and DECREED: That the bonds of matrimony heretofore existing between the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony.

Dated July 18th, 1949.

KALES E. LOWE
DISTRICT JUDGE.

State of Idaho
County of Twin Falls
I hereby certify that the foregoing is a full, true and correct copy of the original thereof as the same appears of record in my office.
Witness my hand and seal this 18 day of July 1949
Ca Bullen
Irene C Nielsen

7050

IN THE DISTRICT COURT
OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF TWIN FALLS

13898

DISTRICT COURT

CA Bulles
Irene C Nielsen
Entered JUL 2 1949

VIOLA G. CAMPBELL,
Plaintiff,

vs.

BUCK CAMPBELL,
Defendant.

D E C R E E

Case No. 13,869

This cause coming on to be heard before me, Honorable Kales E. Lowe, Judge of the District Court in and for Twin Falls County, State of Idaho, on this 1st day of July 1949, a regular Court day of the April term of said Court, upon the complaint of the plaintiff herein, and the defendant being duly served in this cause on the 28th day of May, 1949; and that more than twenty days have expired after the day of service, the Court Clerk having entered a default, and the defendant having been three times called in open Court to appear, accept, demur, plead or answer to the complaint of the plaintiff, and came not and wholly made default, and the Court having ordered that the allegations made in said petition be taken as confessed, and having heard the oral testimony of witnesses, sworn and examined in open Court, and being fully advised in the premises and on consideration thereof, finds that all material facts alleged in plaintiff's complaint are true, and especially finds that the plaintiff at the time of filing the complaint was and had been an actual resident of the State of Idaho for the last past two years preceding the filing of said complaint, and was at the time of filing the complaint a resident of the State of Idaho; and that the parties in said action had been married as in the complaint set forth;

The Court further finds that the said defendant willfully neglected to provide for his wife and child the common necessaries of life, having the ability to do so. The Court finds that the plaintiff is without fault; and that by reason of the acts of the defendant and the faults of the defendant, plaintiff is entitled to a decree of divorce as prayed for, and

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED By this Court that the plaintiff have judgment against the defendant, dissolving the bonds of matrimony now existing between plaintiff and defendant and restoring the plaintiff to the status of a single person.

IT IS FURTHER ORDERED That the care, custody and education of the child of plaintiff and defendant VIOLA G. CAMPBELL and BUCK CAMPBELL, be awarded to the plaintiff exclusively, and the defendant is hereby enjoined from interfering with said child or with plaintiff in her custody of him, and from visiting said child until further orders of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant pay to plaintiff as her reasonable alimony and money the sum of Fifty Dollars ($50.00) payable each and every month beginning on the first day of July, 1949 and continuing until the death or earlier remarriage of the plaintiff;

And that the defendant be required to pay to plaintiff for the support and maintenance of said minor child the sum of Fifty Dollars ($50.00) per month commencing with the month of July, 1949 and continuing until the child shall have attained the age of twenty-one years;

And that the defendant be required to pay to the plaintiff as attorney's fees for the institution and prosecution of this action the sum of One Hundred Dollars ($100.00) together with Court costs therein incurred.

Dated this 23rd day of July, 1949.

(SEAL)

Sales E Lowe
District Judge.

State of Idaho }
County of Twin Falls } ss

I [illegible] and ex-officio
[illegible]

C A Bullen
Clerk
Irene C Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

13916

John W. Eustis,
Plaintiff,

vs.

Grace Hannah Eustis,
Defendant.

DECREE OF DIVORCE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JUL 8 - 1949
C. A. Bulles Clerk
Irene C. Nielsen Deputy Clerk
Entered JUL 8 - 1949

This matter came on regularly for hearing on the 8th day of July, 1949, before the undersigned District Judge, sitting without a jury. Plaintiff appeared in person and by his attorney, J. W. Taylor, and the defendant failed to appear either in person or by attorney.

Defendant having been duly and regularly served with process herein and having failed to plead thereto and file any appearance herein, and the time allowed by law for her to appear having expired, testimony was submitted by the plaintiff and by witnesses in his behalf.

The Court, having heard the evidence, and being fully advised in the matter, finds that all the allegations of the plaintiff's complaint are true and that the plaintiff is entitled to a decree of divorce from the defendant upon the ground of willful desertion, as prayed in his complaint.

It is therefore ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, dissolved, and each of the said parties is hereby restored to the status of a single unmarried person.

It is further ordered, adjudged and decreed that the defendant, be, and she hereby is, restored to her former name of Grace Hannah Griffin.

Dated July 8, 1949.

Hugh A. Baker
District Judge

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bulles
Clerk of the District Court.
Irene C. Nielsen
Deputy

7052

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

Bertha Payne,

Plaintiff,

Vs.

James R. Payne,

Defendant.

13909

DISTRICT COURT

FILED

Ca Bellen

Irene C Nielsen

Entered JUL 8 - 1949

D E C R E E .

This cause came on regularly for trial, before the above entitled Court, at the Court Room thereof, in the County Court House, in the County of Twin Falls, State of Idaho, upon the 8th day of July, 1949. The plaintiff appeared in person and by and through her attorney of record, Ray D. Agee. The defendant did not appear, and it appeared to the Court, and it hereby finds, that the defendant, James R. Payne, has been duly and regularly served with summons in this action and, having failed to appear and plead to the plaintiff's complaint filed herein, and the time allowed by law for pleading to said complaint having expired, and no answer, demurrer, or other appearance having been made by the defendant, or filed herein, the default of the defendant, James R. Payne, in the premises, has been duly and regularly entered herein according to law.

Whereupon, witnesses on the part and behalf of the plaintiff were duly sworn and examined and evidence introduced and admitted and the evidence being closed the cause was submitted to the Court for its consideration and decision and, after due deliberation thereon, the Court hereby finds and decides: That, for a long time last past, the defendant has wilfully, wrongfully and intentionally treated the plaintiff with extreme cruelty and has inflicted grievous bodily injury and grievous mental suffering upon her by his acts and conduct; that each and all of the property, hereinafter described, is the community property of the plaintiff and defendant, and that the plaintiff is entitled to have said property, and each and every part thereof, and each and every interest therein, set aside, awarded, assigned, transferred, set over, conveyed and decreed to her, as her sole and separate property; that each and every allegation in plaintiff's complaint on file herein is true and correct, and that the plaintiff is entitled to all of the relief prayed for by her in said complaint. And, being now fully advised in the premises, the Court hereby makes and enters its judgment and decree as follows:

Wherefore, by virtue of the law and by reason of the premises aforesaid, it is hereby ordered, adjudged and decreed that the bonds of matrimony now and heretofore existing between the plaintiff, Bertha Payne, and the defendant, James R. Payne, be, and the same are hereby, wholly and absolutely dissolved, and that said parties be, and they are hereby, forever freed from the obligation thereof, and that a decree of absolute divorce be, and the same is hereby, entered herein in favor of the plaintiff and against the defendant.

And it is further ordered, adjudged and decreed that the property, hereinafter mentioned, referred to and/or described, and each and every part thereof, and each and every interest therein, be, and the same is hereby, set aside, awarded, set over, assigned and decreed to the plaintiff, Bertha Payne, as her sole and separate property, free and clear of and from any and all claims of the defendant, James R. Payne, therein or thereto. Said property is particularly described as follows:

Miscellaneous household furniture, fixtures, appliances, dishes, equipment, goods and supplies.

Done in open Court, this 8th day of July, 1949.

Hugh A. Baker
Judge of the District Court.

State of Idaho
County of Twin Falls } ss

I hereby certify the f... is a true copy of the original ... on file ...

C.A. Bullen
Clerk of the District Court
Irene C. Nielsen
Deputy

7053

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

13900

T. H. Merry,

Plaintiff,

Vs.

Martha A. Merry,

Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JUL 8 - 1949
Ed Bulles Clerk
Irene C Nielsen Deputy Clerk
Entered JUL 8 - 1949

D E C R E E

This cause came on regularly for trial, before the above entitled Court, at the Court Room thereof, in the County Court House, in the County of Twin Falls, State of Idaho, upon the 8th day of July, 1949. The plaintiff appeared in person and by and through his attorney of record, Ray D. Agee. The defendant did not appear, and it appeared to the Court, and it hereby finds, that the defendant, Martha A. Merry, has been duly and regularly served with summons in this action and, having failed to appear and plead to the plaintiff's complaint filed herein, and the time allowed by law for pleading to said complaint having expired, and no answer, demurrer, or other appearance having been made by the defendant, or filed herein, the default of the defendant, Martha A. Merry, in the premises, has been duly and regularly entered herein according to law.

Whereupon, witnesses on the part and behalf of the plaintiff were duly sworn and examined and evidence introduced and admitted and the evidence being closed the cause was submitted to the Court for its consideration and decision and, after due deliberation thereon, the Court hereby finds and decides: That, on or about the 4th day of October, 1947, and more than one year preceding the commencement of this action, the said defendant, at Twin Falls, Idaho, disregarding the solemnity of her marriage vows, voluntarily separated herself from the plaintiff with the intent to desert him, and voluntarily, wilfully, and without cause, deserted and abandoned the plaintiff, and ever since said time, the said defendant has, and still continues to, so wilfully, voluntarily and without cause, desert and abandon the plaintiff, and to live separate and apart from him, without any sufficient, or any, cause, and without any reason and against the will of plaintiff, and without his consent; that each and every allegation in plaintiff's complaint on file herein is true and correct, and that the plaintiff is entitled to all of the relief prayed for by him in said complaint. And, being now fully advised in the premises, the Court hereby makes and enters its judgment and decree as follows:

Wherefore, by virtue of the law and by reason of the premises, aforesaid, it is hereby ordered, adjudged and decreed that the bonds of matrimony now and heretofore existing between the plaintiff, T. H. Merry, and the defendant, Martha A. Merry, be, and the same are hereby, wholly and absolutely dissolved, and that said parties be, and they are hereby, forever freed from the obligation thereof, and that a decree of absolute divorce be, and the same is hereby, entered herein in favor of the plaintiff and against the defendant.

Done in open Court, this 8th day of July, 1949.

Hugh A. Baker
Judge of the District Court.

State of Idaho)
County of Twin Falls)ss

I hereby certify the [illegible]
copy of the [illegible]

C A Bullock
Clerk
Irene C Nilsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

13864

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JUL 12 1949
Clerk
Deputy Clerk

MILDRED REED, Plaintiff,

vs

GEORGE REED, Jr., Defendant.

DECREE OF DIVORCE.

Entered JUL 12 1949

THIS MATTER came on to be heard before the above entitled Court on the 12th day of July, 1949. Plaintiff appeared in person and by her attorney, J. H. Barnes; defendant made no appearance. It is shown to the Court that on the 28th day of June, 1949, the defendant executed an affidavit of voluntary appearance herein, admitting the receipt of a copy of the amended complaint herein, refusing to plead to said amended complaint, consenting to his default for failure to plead being entered, and subjecting himself to the Jurisdiction of the Court for all purposes connected with this action. It is further shown that more than ten days have elapsed since the execution of said voluntary appearance, and that the defendant has made no other or further appearance herein. Now, on motion of plaintiff's attorney, IT IS ORDERED that the default of the defendant for failure to plead within the time allowed by law be and the same hereby is entered.

The plaintiff was sworn and examined, and a witness was sworn and testified in corroboration of plaintiff's testimony as to residence. From the evidence thus adduced, the Court finds that the plaintiff has been a bona fide resident of Idaho for more than six weeks immediately preceding the commencement of this action; that plaintiff and defendant were married at Rupert, Idaho, on the 18th day of March, 1933, and ever since have been and now are wife and husband; that there are six children born of said marriage, whose names and ages are stated in Paragraph III of the amended complaint and confirmed by plaintiff's testimony; that the matter of the care and custody of said children has been before the Court on several occasions; that the Court would not consent to their custoday being awarded to the defendant, he being unable to employ an adult woman of good character to care for said children durins his absence; that relatives of the parties were called in, and the following disposition was made of said children, subject to the approval of the Court, namely: That the plaintiff be awarded the custody of the two youngest children, James Reed, aged four, and Karen Reed, aged six; that Mr. and Mrs. Bert Reed, the brother and sister-in-law of the defendant, have agreed to take and care for the third youngest child, Donald Reed, aged eight; that Mr. and Mrs. Howard Cope, the sister and brother-in-law of plaintiff, have agreed to take and care for the fourth youngest child, Jenne Reed, aged ten; that Mr. and Mrs. George Stokesberry, Mr. Stokesberry being the uncle of the defendant, have a greed to take and care for the two eldest of said children, Ellen Reed, aged sixteen, and Evelyn Reed, aged fourteen; that both the plaintiff and the defendant have agreed to such disposition of said children, and the ame ded complaint prays that the

Court approve such disposition; that there is no real property belonging to the community consisting of plaintiff and defendant; that there is certain community personal property, consisting of household furniture, etd, and that plaintiff and defendant have entered into a property settlement agreement in which all of said personal property is awarded to the plaintiff; that during their marriage, the defendant has treated the plaintiff with extreme cruelty, by the infliction upon her of grevious mental suffering.

From the facts thus found, the Court concludes that the plaintiff is entitled to a decree of divorce from the defendant on the ground of cxrem extreme cruelty; that the minor children born of said marriage should be awarded to the plaintiff and to the relatives of the parties, as hereinbefore set forth; that the property settlement should be approved and incorperated in this decree.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the bonds of matrimony now existing between plaintiff and defendant be and the same hereby are dissolved, and that each of said parties be and they hereby are restored to the status of a single, unmarried person; that the community personal property be and it hereby is awarded to the plaintiff, in accordance with the property settlement agreement admitted in evidence as Plaintiff's Exhibit A; that the custody of the two youngest children, James Reed, aged four, and Karen Reed, aged six, be and it hereby is awarded to the plaintiff; that the custody of the third youngest child, Donald Reed, aged eight, be and it hereby is awarded to Mr. and Mrs. Bert Reed; that the custody of the fourth youngest child, Jenne Reed, aged ten, be and it hereby is awarded to Mr. and Mrs. Howard Cope; that the custody of the two eldest children, Ellen Reed, aged sixteen, and Evelyn Reed, aged fourteen, be and it hereby is awarded to Mr. and Mrs. George Stokesberry; that the Court retain jurisdiction to change or modify this decree with respect to the custody of any of said minor children, upon proper showing being made.

Dated this 12th day of July, 1949.

Hugh A Baker
District Judge.

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C A Bullen
Clerk of the District Court
Irene C Nielsen
Deputy

11-435

7055

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

- - - - - -

Helen Stricklan,

Plaintiff,

vs.

Earl B. Stricklan,

Defendant.

COPY #13880
DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JUL 14 1949
C A Bullen
Irene C Wilson
Deputy Clerk

- - -

D E C R E E .

This cause having come on retularly to be heard before the Court on the Third day of June, 1949, at the court room of said court in Twin Falls, Twin Falls County, State of Idaho, with the plaintiff appearing in person and by her counsel W.L. Dunn, Esq., and the defendant neither appearing in person or by counsel, but having theretofore been duly served with summons and copy of complaint on file in said cause and with a copy of the amended complaint on file in said cause by the Sheriff of Twin Falls County, State of Idaho, as appears from the returns of said Sheriff on file in said cause and the said defendant having failed to answer within the time provided by law and thereupon the default of the said defendant having been duly entered by the Clerk as provided by law, whereupon the court proceeded to hear the testimony of witnesses duly sworn and examined in support of plaintiff's amended complaint and the matter having been finally submitted and the court being fully advised in the premises, finds that the defendant has treated plaintiff with extreme cruelty to the extent of causing plaintiff great and grievous mental and physical suffering and distress and that plaintiff is a fit and proper person to have the care, custody and control of a son the issue of said marriage, Donald Stricklan, age sixteen years, and that all of

Entered JUL 14 1949

the allegations of plaintiff's said amended complaint are fully sustained, Wherefore, NOW, THEREFORE, upon motion of W.L.Dunn, counsel for the plaintiff it is Hereby ORDERED, ADJUDGED and DECREED;

That the bonds of matrimony heretofore existing between the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony, and that the minor child the issue of said marriage, to-wit: a son Donald Stricklan, age sixteen years be and he is hereby awarded to the care, custody and control of the said plaintiff.

July 14th 1949.

Hugh A. Baker
DISTRICT JUDGE.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR TWIN FALLS COUNTY

ERMA S. SCOTT,

Plaintiff

Vs.

GLENN H. SCOTT,

Defendant.

DECREE OF DIVORCE

13953

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JUL 22 1949
C. A. Bullen Clerk
Irene C. Nielsen Deputy Clerk
Entered JUL 22 1949

This cause came on regularly to be heard on the 22nd day of July, 1949, F. C. Sheneberger appearing as attorney for the plaintiff and the defendant appearing neither in person nor by his attorney and it appearing that the said defendant was heretofore regularly served with process and thereafter filed herein his appearance and refusal to plead and consent to the entry of default against him, and the default of said defendant having been duly entered herein, and evidence having been introduced on behalf of the plaintiff at said hearing of this cause, both oral and documentary, including that certain property settlement agreement made by and entered into between Glenn H. Scott, the defendant herein, and Erma S. Scott, the plaintiff herein, on the 13th day of July, 1949, wherein and whereby a complete disposition of all of the property of the parties hereto was made and provision was made for the care, custody, control and maintenance of the five minor children of said parties to this action, and said cause having been submitted to the Court for its consideration and decision, and the Court being fully informed in the premises, the Court now makes its findings of fact and decision as follows:

1. The Court finds that all the allegations contained in the complaint are true and that a divorce should be granted as prayed for in said complaint.

2. That the certain property settlement agreement made and entered into between the parties hereto on the 13th day of July, 1949, is fair and equitable.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore and now existing between the plaintiff, Erma S. Scott, and the defendant, Glenn H. Scott, be, and the same hereby are, dissolved.

2. That the property settlement agreement made and entered into between the plaintiff and the defendant on the 13th day of July, 1949, be, and the same hereby is, approved and confirmed.

3. That the plaintiff, Erma S. Scott, shall have the care, custody and control of the minor children of the parties hereto, namely: Annette Scott, Michael Scott, Merrill Scott, Susan Scott and John Scott, and the defendant, Glenn H. Scott, shall have the right to visit the children at all reasonable times.

4. It is further ordered, adjudged and decreed that the defendant, Glenn H. Scott, shall pay to Erma S. Scott, the sum of $20.00 (TWENTY DOLLARS) per month for each child of the parties hereto for their

support, maintenance and education and said monthly payments shall be made on or before the 10th day of each and every month and the first payment shall be due August 10, 1949.

5. It is further ordered, adjudged and decreed that this Court retain jurisdiction in this action for the purpose of modifying the decree insofar as it applies to the care, custody, control and maintenance of the minor children and to give further relief to either party, as provided in the property settlement agreement hereinabove described.

Dated this 22nd day of July, 1949.

Kales E Lowe
DISTRICT JUDGE

State of Idaho }
County of Twin Falls } ss

I hereby [illegible] true and correct copy of [illegible].

C A Bullen
[illegible] District Court
Irene C Nielsen
Deputy

X

7057

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

VINETTA CHEZEM,

Plaintiff,

vs.

GENE W. CHEZEM,

Defendant.

13897

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JUL 22 1949
C. A. Bullen Clerk
Irene C. Nielsen Deputy Clerk
Entered JUL 22 1949

DECREE

THE ABOVE MATTER came on regularly to be heard in open Court before the undersigned District Judge sitting without a jury on the 22nd day of July, 1949, the plaintiff appeared by Parry, Keenan, Robertson & Daly, her attorneys and defendant did not appear either in person or by attorney.

It appeared to the Court that Gene W. Chezem, the defendant herein, had been duly and regularly served with Summons in this action and had failed to appear and plead to the plaintiff's complaint within the time required by law, and that the default of the said defendant had been duly and regularly entered herein according to law. Evidence was offered on behalf of the plaintiff in support of the allegations of her complaint, and the matter was submitted to the Court for decision.

NOW THE COURT FINDS, That all of the allegations of plaintiff's complaint are true and correct and that the plaintiff is entitled to a divorce from the defendant as prayed for in said complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between Vinetta Chezem and Gene W. Chezem, plaintiff and defendant herein, be and the same are hereby absolutely dissolved and hereafter shall be held for nought, and that by this Decree of Divorce the parties hereto are restored to the status of single persons.

PARRY, KEENAN, ROBERTSON & DALY
LAWYERS
TWIN FALLS, IDAHO

AND IT IS HEREBY FURTHER ORDERED AND DECREED, That the plaintiff is restored to her former name, to-wit: Vinetta Bradley.

Done in open Court this 22nd day of July, 1949.

KALES E. LOWE
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify that the foregoing is a full, true and correct copy of the original [illegible] on file in my office.

C. A. Bullock
Clerk of the District Court
Irene C. Nielsen
Deputy

7058

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF TWIN FALLS.

MARGERY E. WILSON,

Plaintiff,

-vs-

JOHN J. WILSON,

Defendant.

DECREE

#13903
DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JUL 29 1949
C. A. Bullen
Irene C. Nielsen Clerk
Deputy Clerk
Entered JUL 29 1949

Now on this 22nd day of July, 1949, this matter came on for hearing to the Court. Plaintiff appeared in person and by Earl E. Walker, Esq., her attorney. Defendant did not appear. Witnesses were sworn and testified on behalf of the plaintiff. Upon consideration of the files and of the evidence, the Court finds that good and sufficient service of Summons was had herein upon the defendant, John J. Wilson; that the time for the defendant to appear and plead herein has wholly expired; that the defendant has not appeared herein and is in default and that the Clerk of this Court has duly entered the defendant's default against him. The Court further finds that all of the material allegations of the plaintiff's complaint are true; that the defendant is guilty of extreme cruelty toward the plaintiff; that such acts of cruelty were without fault on the part of the plaintiff and that by reason thereof the plaintiff is entitled to a divorce from the defendant and to the restoration of her former name, Margery E. Goodall.

WHEREFORE, it is decreed by the Court that the plaintiff be and she hereby is divorced from the defendant and that her former name, Margery E. Goodall be and the same is hereby restored to her.

Decree signed this 29th day of July, 1949.

KALES E. LOWE
DISTRICT JUDGE.

State of Idaho
County of Twin Falls } ss

I hereby [illegible] a full, true and correct copy of the [illegible] ACTION.

C. A. Bullen
Clerk of the District Court
Irene C. Nielsen
Deputy

X

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

GLORIA JANE JENKINS,

Plaintiff,

vs.

JOHN WARREN JENKINS,

Defendant.

13975

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls State of Idaho
FILED JUL 22 1949
C. A. Bulles Clerk
Irene C. Nielsen Deputy Clerk
Entered JUL 22 1949

DECREE OF DIVORCE

This cause came on regularly to be heard on the 22nd day of July, 1949, before the Honorable Kales E. Lowe, one of the Judges of the above entitled Court, the plaintiff appearing in person and by her attorneys, Messrs. Beckwith & Langley, and the defendant having been served with due and legal process herein, and having failed to answer or plead to plaintiff's complaint herein within the time specified in the summons personally served upon him, or within the time required by law, and the default of the defendant having been duly filed and entered herein on account of his failure to plead to said plaintiff's complaint,

WHEREUPON, witnesses on the part of the plaintiff were duly called, regularly sworn and examined in support of the allegations contained in plaintiff's complaint, and it satisfactorily appearing to the Court from the evidence in the case the plaintiff and defendant are wife and husband; that plaintiff is a bona fide resident of the State of Idaho and has been such for more than six weeks next preceding the commencement of this action, and that all of the material averments of said complaint are sustained by testimony, free from legal exceptions as to its competency, admissibility and sufficiency, and that the matters so alleged in said complaint and proved on behalf of the plaintiff are sufficient in law to entitle the plaintiff to a judgment and decree of divorce against the defendant, and the Court being fully advised in the premises, both as to the law and the facts, and the making and renderings of Findings of Fact and conclusions of law herein having been as a matter of law waived,

IT IS ORDERED, ADJUDGED AND DECREED, that by virtue of the power and authority in this Court vested and in pursuance of the statutes in such cases made and provided, the bonds of matrimony existing between the plaintiff, Gloria Jane Jenkins, and the defendant, John Warren Jenkins, be and the same hereby are dissolved absolutely, and that the said plaintiff and defendant are, and each of them is, hereby freed and absolutely released from the said bonds of matrimony, and all of the obligations and disabilities thereof, and hereby restored to the status of a single or unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff, Gloria Jane Jenkins, is a satisfactory and proper person to be awarded the care, custody, and control of the minor child, the issue of the marriage of plaintiff and defendant, to-wit: Steven Scott Jenkins, and that said plaintiff Gloria Jane Jenkins is hereby awarded the care, custody, and control of said minor child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant, John Warren Jenkins, pay to the plaintiff on or before the first day of each and every month, commencing the first day of August, 1949, the sum of Fifty and no/100($50.00) Dollars per month for the care, support and maintenance of the minor child, Steven Scott Jenkins, until further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the community property, being some household furniture acquired during the marriage of plaintiff and defendant, is hereby awarded to the plaintiff.

IT IS FURTHER ORDERED, ADJUDGE AND DECREED that the defendant, John Warren Jenkins, shall be permitted to visit the said minor child of the parties hereto, at all reasonable times and places.

Dated this 22nd day of July, 1949.

Kalles E Lowe
District Judge.

State of Idaho
County of Twin Falls } ss

I hereby [illegible] to be a full, true and correct copy of the [illegible].

C A Bulles
Clerk of the District Court
Irene C Nielsen
Deputy

7060

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

OLIVE B. HARMAN,	)	13857
Plaintiff,	)	
vs.	)	**D E C R E E**
RALPH LeROY HARMAN,	)	
Defendant.	)	

DISTRICT COURT
Clerk
Deputy
Entered

This cause came on regularly to be heard before the undersigned District Judge, at Twin Falls, County of Twin Falls, State of Idaho, on Friday, the 22nd day of July, A.D., 1949, the plaintiff appearing in person and by her attorney, Lawrence B. Quinn, and the defendant having been heretofore served with due and legal process herein and has not appeared by way of Demurrer, Answer or otherwise, to plaintiff's complaint on file herein, within the time provided by law, and the default of the defendant for not answering said complaint having been duly entered herein in the manner provided by law, and the matter coming on for hearing on plaintiff's complaint;

WHEREUPON, Witnesses on the part of the plaintiff were duly called, regularly sworn and examined in support of the allegations contained in plaintiff's complaint, and it satisfactorily appearing to the Court from the evidence in the case that the plaintiff and defendant are wife and husband; that plaintiff is a bona fide resident of the State of Idaho, and has been such for six weeks preceding the filing of her complaint herein, and that all of the material averments of plaintiff's complaint are sustained by testimony free from legal exceptions as to its competency admissibility and sufficiency, and that the matters so averred and alleged in said complaint on behalf of the plaintiff are sufficient in law to entitle plaintiff to a judgment and decree of divorce against the defendant; and the Court being fully advised in the

premises, both as to the law and the facts; and findings of fact and conclusions of law having been, as a matter of law, waived:

IT IS ORDERED, ADJUDGED and DECREED That by virtue of the power and authority in this Court vested and in pursuance of the statutes in such cases made and provided, the bonds of matrimony existing between the plaintiff, Olive B. Harman, and the defendant, Ralph LeRoy Harman, be, and the same hereby are, dissolved absolutely, and that the said plaintiff and the said defendant are, and each of them is, hereby freed and absolutely released from the said bonds of matrimony, and from all of the obligations and disabilities thereof, and hereby restored to the status of a single or unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED, that the plaintiff and defendant acquired certain community property during their marriage, and that the plaintiff is hereby awarded, as her sole and separate property and estate, the following described personal property acquired during the marriage, situated within the State of Idaho, to-wit:

One (1) Roll-away Bed
One (1) Bed
One (1) Airking Radio
One (1) Living Room Set
One (1) Rocking Chair
One (1) Breakfast Set
One (1) China Closet
One (1) Utility Table
One (1) Coffee Table
One (1) Electric Iron
One (1) End Table
One (1) Stand Table
Two (2) Lamps
One (1) Coal Cook Stove
One (1) Washing Machine
Two (2) Inlaid Linoleum Rugs
All bedding, linen, cutlery, silverware, kitchen utensils and personal effects,

all of the above described personal property being now situated in the dwelling occupied by the plaintiff, in Hansen, Idaho.

IT IS FURTHER ORDERED, ADJUDGED and DECREED, That the plaintiff is a fit and proper person to have the custody, care, control and education of the minor children, to-wit, Lloyd Thornton Bland, Elva Bea Bland and Vera Marie Bland, the natural children of the plaintiff herein, and the adopted children of the defendant,

Ralph LeRoy Harman, and Olive B. Harman, plaintiff, and that the sole custody, care, control and education of said minor children be, and the same is hereby awarded to the plaintiff until each of said minor children reaches the age of majority, provided, however, that the defendant is granted the right of visitation with said minor adopted children at reasonable and convenient times while said minor adopted children are in the custody of the plaintiff herein.

DONE In Open Court at Twin Falls, Idaho, this 27 day of July, A.D., 1949.

Kales E Lowe
Judge of the District Court.

State of Idaho
County of [illegible]
I [illegible]
[illegible]

C A Bulles
Clerk
Irene C Nielsen
Deputy

Y

7061

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

DOROTHY LUCILLE BRYANT,

Plaintiff,

vs

NYLE S. BRYANT,

Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JUL 25 1949
C A Bullen Clerk
Irene C Nielsen Deputy Clerk
Entered JUL 25 1949

DECREE OF DIVORCE

THE ABOVE ENTITLED MATTER coming on for hearing before the Hon. Kales E. Lowe, judge of the above entitled court, at Twin Falls, Idaho, on the 22nd day of July, 1949; the plaintiff appearing in person and by and through her attorneys, Graydon W. Smith and Leonard H. Jacob of Twin Falls, Idaho, and the defendant not appearing in person or by an attorney; and

It appearing to the court that regular and proper service of summons and complaint has been made upon defendant, and that defendant has filed his acceptance of service and waiver of time to appear, and his default having been duly entered herein, the court does hereby confirm and approve said default;

WHEREUPON, the testimony introduced herein by plaintiff and the Court being fully advised in the premises; the Court hereby finds that the plaintiff and defendant are each fit and proper persons to have the care, custody and control of their minor children, to-wit, Jeri Lucille Bryant and Dennis Nyle Bryant; that the plaintiff for more than six weeks prior to the commencement of this action was a bona fide resident of the State of Idaho;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That plaintiff is awarded a divorce upon the grounds stated in her complaint, and that the bonds of matrimony heretofore existing between plaintiff and defendant should be and are hereby dissolved; and

2. That plaintiff is given care, custody and control of said minor children, to-wit, Jeri Lucille Bryant and Dennis Nyle Bryant, with the defendant having the right to visit said children at reasonable and seasonable times and places.

3. That the defendant is hereby ordered to pay the plaintiff for the support of said minor children the sum of Thirty and no/100 Dollars ($30.00) per month per each child during the minority of each child, or a total of Sixty and no/100 Dollars ($60.00) per month, when the eldest child attains its majority, the defendant must then pay the sum of Thirty and no/100 Dollars ($30.00) per month to the plaintiff for the support of the younger child, and upon the younger child reaching its majority, said payments will stop completely. The first payment is to be on the 1st day of August, 1949, and a like sum on the same day of each succeeding month.

4. That the household furniture of plaintiff and defendant and that certain 1944 Glider Trailer House are hereby awarded to plaintiff as her sole and separate property.

Dated this 23rd day of July, 1949.

District Judge

State of Idaho, County of ... I hereby certify that the ... is a true and correct copy of the ... C A Bullen Irene C Nielsen Deputy

7062

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

13934

--:--

PEARL MELVIN, Plaintiff,
vs.
CLARENCE R. MELVIN, Defendant.

Decree of Divorce

C. A. Bullen
Irene C. Nielsen
Entered Deputy Clerk

--:--

This action coming on for hearing before Honorable Kales E. Lance, one of the Judges of this Court, at Twin Falls, Idaho, on July 22, 1949, the plaintiff appearing in person and by her attorney, J. H. Blandford, and it appearing to the Court that defendant has been regularly served with process, and has answered and refused to plead further to said complaint and has consented to the entry of default against him, and said default having been duly entered and filed, and defendant having waived the 20-day period in which he has to answer; and it appearing to the Court that the material allegations of plaintiff's complaint are true, namely: That plaintiff and defendant were married at Tryon, Nebraska, on November 14, 1935, and ever since have been and now are husband and wife; that there are no children the issue of said marriage; that certain real and personal property was accumulated during said marriage and the same has been heretofore satisfactorily disposed of by the parties hereto and agreeably adjusted between themselves; that defendant has treated plaintiff in an extremely cruel and inhuman manner and has been guilty of habitual drunkenness and intemperance, and said acts of cruelty and intemperance have caused plaintiff grevious mental and physical suffering; and that plaintiff has resided in the State of Idaho at least six weeks prior to the commencement of this action;

NOW, THEREFORE, on motion of J. H. Blandford, attorney for plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. That the marriage relation existing between plaintiff and defendant be absolutely dissolved and said parties forever freed from the obligations thereof; and that plaintiff and defendant, and each of them, be restored to the status of a single and unmarried person.

2. That plaintiff is hereby restored her former name of Pearl Lawhorn.

Dated at Twin Falls, Idaho, this 22nd day of July, 1949.

Kales C Lowe
District Judge

Ed Bulles
Irene C Nielsen

X

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

13944

LENA HARGER Plaintiff vs. HURSCHEL HARGER Defendant	)	DECREE OF DIVORCE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JUL 29 1949
C. A. Bullen Clerk
Irene O. Nielsen Deputy Clerk
Entered JUL 29 1949

This matter coming on regularly for hearing on the 29th day of July, 1949, at the hour of 2:00 P. M., before the undersigned District Judge. Plaintiff appeared in person and by her attorney, G. R. Dibble, Esq., and the defendant appeared not either in person or by attorney. It appearing to the satisfaction of the Court that the defendant has been duly and regularly served with process herein and he having in writing waived the time allowed by the law to answer and consented that his default be entered forthwith, and his default having been duly entered accordingly, testimony was submitted by and on behalf of the plaintiff. The court having heard the evidence and duly considered the same, finds that all the allegations of the plaintiff's complaint are true, and that the plaintiff is entitled to a decree of divorce from the defendant on the ground of extreme cruelty, as prayed in her complaint, and it appearing to the court that there has been a property settlement;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony existing between the plaintiff and defendant, be, and the same are dissolved, and each of the said parties is hereby restored to the status of a single unmarried person; and it is further ordered that the following property settlement and agreement be made a part of the decree and that the real and personal property mentioned in the complaint shall be divided according to the terms of this property settlement and agreement.

AGREEMENT

THIS AGREEMENT, Made and entered into this 26th day of July, 1949, by and between Lena Harger, party of the first part, hereinafter referred to as the wife, and Hurschel Harger, party of the second part hereinafter referred to as the husband, both of Buhl, Idaho.

WITNESSETH:

WHEREAS, the parties hereto were lawfully married on the 23rd day of June, 1915, at Harrisonville, Missouri, and ever since have been and now are husband and wife; and

WHEREAS, unhappy differences have arisen between them and the wife has instituted action for divorce in the District Court of the Eleventh Judicial District in the State of Idaho in and for Twin Falls County; and

WHEREAS, the said parties deem it for the best interests and the greater happiness of both that they make, execute, and carry into effect a full, final and complete settlement of all their property rights, interests, and claims:

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

That except as hereinafter specified, each part hereto is hereby released and absolved from and and all obligations and liabilities for the future acts and duties of the other, and that each of the said parties releases the other from any and all liabilities for the future acts and duties of the other, and thateach of the said parties releases the other from any and all liabilities, debts, and obligations of any kind or character incurred by the other from and after this date and delivery of this agreement, except that the husband shall owe the wife, Eleven Thousand Dollars, plus four per cent interest on the same as hereinafter specified, it being understood that this instrument is intended to settle the rights of the parties hereto in all respects, except as may be hereinafter specified.

2. That any and all property acquired by either of the parties hereto from and after the date hereof, shall be the sole and separate property of the one so acquiring the same, and each of said parties hereby respectively grants to the other all such future acquisitions of property as the sole and separate property of the one acquiring the same.

3. It is agreed that the parties hereto are the owners of the following described real property.

A home located on lot 10 of Block 64 of the Original Townsite of the City of Buhl, Idaho.

A farm located on the Northeast Quarter of the Northwest Quart and the Southeast Quarter of the Northwest Quarter of Section 11

Township 11 South Range 14 E. B. M.

And a farm located on the West One-half of the Southwest Quarter of Section 2, Township 11 South Range 14 E. B. M.

That both of the farms shall go to and become the sole and separate property of the husband and the wife agrees to execute a deed to him for her half.

The home shall go to the wife under the following terms and conditions. The wife shall have a life estate in the home and upon her death the remainder shall go to her daughter Ardith Marie Kramer. The wife shall get the furniture, except that the husband shall get his personal belongings, which includes his fishing equipment, guns, and other sporting equipment.

It is agreed that the parties hereto are the owners of the following described personal property, to-wit:

Approximately 160 shares of Twin Falls Canal Company Stock

A horse trailor and horses

A 1940 Chrysler Car.

A safety deposit box

A small bank account

It is understood that the husband shall get all of the above personal property and the wife will make out the necessary papers for him to get it.

It is understood and agreed that the husband shall pay One hundred and Fifty Dollars attorney fees.

It is further understood and agreed that the wife has athousand Dollar insurance policy in her name and that the husband has a Five Thousand Dollar policy. It is agreed that the Wife shall keep the One thousand dollar policy and the husband the five thousand Dollar Policy. Each party agrees to sign waivers to the other as soon as they can be made out.

It is understood and agreed that the husband shall pay the wife for her share of the community property a total sum of Eleven Thousand Dollars, plus the one thousand insurance policy and the life estate in the home. Five Thousand Dollars of Which is to be paid down within two days of the signing of this agreement. The other Six Thousand will be paid at the rate of Fifteen Hundred Dollars a year, plus interest of four per cent per annum on the deferred balance payable annually. The husband has the right to make the payments as fast

as he desires.

As security for the deferred payments of Six Thousand Dollars, the husband agrees to give the wife a first mortgage on the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 11 Township 11 South Range 14 E. B. M.

This instrument shall be binding upon the parties their heirs, administrators, and executors.

It is understood and agreed that the crops from the farms for the year 1949 shall go to and become the property of the husband.

Lena Harger
Wife

Hurschel Harger
Husband

STATE OF IDAHO)
SS
County of Twin Falls)

On this 25th day of July, 1949, before me, the undersigned, a notary public in and for said state, personally appeared Lena Harger and Hurschel Harger, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that the executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Bernard D. Starr
Notary Public for Idaho
Residing at Buhl, Idaho

Done in open Court this 29th day of July, 1949.

Kales E Lowe
District Judge

State of Idaho
County of Twin Falls } ss

I hereby [illegible] to be a full, true and correct copy of the [illegible]

C A Bullock
Clerk

Irene C Nielsen
Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

Case No. 1133 Inst. No. 12
DISTRICT COURT VALLEY COUNTY, IDAHO
Filed 7-11 1949 at &M
Forest E. Robb Clerk
By Shirley Phillips deput

STELLA R. LLOID,

Plaintiff,

vs

ALBERT B. LLOID, BEN LLOID and MYRTLE LLOID,

Defendants.

D E C R E E

The above entitled cause came on to be heard before the Court in Chambers at Weiser, Idaho, on the 8th day of July, 1949, the plaintiff appearing in person and by Robert H. Remaklus, her attorney, and the defendants having withdrawn their demurrer and each of them having refused to plead further, and the default of the defendants and each of them having been duly and regularly entered, and the plaintiff having filed her affidavit of non-military status, as required by law; the plaintiff introduced oral evidence in support of her complaint, and Miss Jo Ann Slifka testified in behalf of the plaintiff;

And, there having been offered and admitted in evidence a contract made and entered into by and between the plaintiff and defendant under date the 8th day of July, 1949, in words and figures as follows:

AGREEMENT

Between: Stella R. Lloid
First Party

and Albert B. Lloid
Second Party

THIS AGREEMENT Made July 7, 1949 by and between Stella R. Lloid, hereafter called the first party, and Albert B. Lloid, hereafter called the second party,

WITNESSETH:

WHEREAS, The first party and the second party were married each to the other on the 31 day of October 1946, and ever since have been and now are husband and wife;

WHEREAS, There have been differences between the

parties which have resulted in separation of the parties and the institution of a divorce action in the District Court of the Seventh Judicial District of the State of Idaho in and for the County of Valley, by the first party; and

WHEREAS, The said parties have agreed upon a settlement and reasonable and just disposal of all of the property in which the parties are jointly interested; and,

WHEREAS, The action is still pending undetermined; and,

WHEREAS, The parties have contracted certain debts hereinafter set forth and the parties have agreed upon provisions for the payment therefor;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereinafter contained it is mutually agreed as follows:

1. That the first party shall have, and there is hereby set over to her, the sum of Three Hundred Sixty Two and 50/100 ($362.50) Dollars to be paid by the second party to the first party; and,

2. That the first party does hereby transfer, convey and set over to the second party, all of her right, title and interest, both in law and equity, in and to that certain contract of sale of real property by and between Ben Lloid and Myrtle Lloid, husband and wife, first parties, and Albert Lloid and Stella Lloid, husband and wife, second parties, dated the first day of June 1947 and recorded in Book 8 of Misc. at page 226 in the office of the Recorder of Valley County, Idaho, covering the real property described as follows, to-wit:

> Lot 4, Block 3 of the Patterson Addition to the Townsite of Cascade, Idaho according to the official plat there on file and of record in the office of the Recorder of Valley County, Idaho, together with any and all improvements that the parties hereto have placed thereon.

3. That the second party shall pay all of the indebtedness heretofore contracted by the first party and the second party up to and including the day of separation of the parties, without reservation save as hereinafter set forth;

4. That the first party shall pay the indebtedness in the sum of Six and 80/100 ($6.80) Dollars, contracted for at C. C. Anderson's Department Store, Cascade, Idaho.

IT IS FURTHER SPECIFICALLY UNDERSTOOD AND AGREED by and between the parties hereto that the first party shall have no right, title or interest in and to the real property herein above described.

The first party hereby releases the second party from all claims and demands of every character arising out of the marital status of said parties, including temporary alimony, permanent alimony, support and maintenance, right

of family allowance and right to inherit and all claims of every character and description held by the first party against the second party, save as herein provided; and neither shall incur any obligation upon the credit of the other, it being agreed that this agreement comprises the complete adjustment and settlement between said parties of all claims and demands of every chara cter and that the first party shall have no right, title or claims against the second party save as herein provided.

IT IS FURTHER UNDERSTOOD AND AGREED That this agreement is made subject to approval of the Court in said divorce proceedings now pending between the parties hereto, and shall not be of any effect nor force until same shall be approved and confirmed by the Court and the terms hereof carried into the decree of divorce.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands as of the day and year first above written.

STELLA R. LLOID
Stella R. Lloid FIRST PARTY

ALBERT B. LLOID
Albert B. Lloid SECOND PARTY

Schedule of Expenses at the Date of the Agreement Attached Hereto:

Continental State Bank, Boise, Idaho	$ 76.68
Commercial Credit Company, Boise, Idaho	195.25
Commercial Credit Company, Boise, Idaho	206.40
First State Bank, (Idaho First National) McCall	50.00
Cash Market, Cascade, Idaho	133.64
Nock Furniture, Cascade, Idaho	202.09
Nock Variety, Cascade, Idaho	38.21
Boise Payette Lumber Company	19.05
Cascade Implement, Cascade, Idaho	22.35
Ben Lloid, Cascade, Idaho	155.00
The Publishers Guild	9.00
Merit Stores, Cascade, Idaho	30.00

The parties hereto state, in good faith, that there are no other known expenses to the best of their knowledge and belief.

Stella R. Lloid

Albert B. Lloid

And, it appearing to the court that such contract is fair and equitable and should be confirmed and approved by the court;

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

That the bonds of matrimony heretofore and now existing between the plaintiff and the defendant, Albert B. Lloid, be, and the same are hereby, dissolved, and the plaintiff divorced from the defendant, Albert B. Lloid, and that the plaintiff and the defendant, Albert B. Lloid, are hereby restored to the status of a single person;

That the said agreement in writing made and entered into by and between the plaintiff and defendant, Albert B. Lloid, under date the 8th day of July, 1949, and placed in evidence and hereinbefore set forth, adjusting and composing all property rights of the plaintiff and defendant, Albert B. Lloid, with reference to each other, be, and the said agreement hereby is, approved, ratified and confirmed, and each the plaintiff and defendant is hereby ordered and directed to comply with the terms thereof;

That the plaintiff shall have, and there is hereby set over to her, the sum of Three Hundred Sixty Two and 50/100 ($362.50) Dollars and the defendant is hereby ordered to pay the said sum to the plaintiff;

That the plaintiff does hereby transfer, convey and set over to the defendant, Albert B. Lloid, all of her right, title and interest, both in law and equity, in and to that certain contract of sale of real property by and between Ben Lloid, and Myrtle Lloid, husband and wife, first parties, and Albert Lloid and Stella Lloid, husband and wife, second parties, dated the first day of June, 1947 and recorded in Book 8 of Misc. at page 226 in the office of the Recorder of Valley County, Idaho, covering the real property described as follows, to-wit:

> Lot 4, Block 3 of the Patterson Addition to the Townsite of Cascade, Idaho according to the official plat there on file and of record in the office of the Recorder of Valley County, Idaho, together with any and all improvements that the parties hereto have placed thereon.

And the plaintiff's interest in the said contract is hereby awarded to the defendant, Albert B. Lloid, as his sole and separate property;

That the defendant, Albert B. Lloid, shall pay all of the indebtedness heretofore contracted by the plaintiff and the defendant, Albert B. Lloid, up to and including the day of separation of them, without reservation save as hereinafter set forth;

The plaintiff is hereby ordered to pay the indebtedness in the sum of Six and 80/100 ($6.80) Dollars, contracted for at C. C. Anderson's Department Store, Cascade, Idaho;

That the plaintiff be restored to her former name — Stella R. Hurley;

That each the plaintiff and the defendant, Albert B. Lloid, at all time comply with and fulfill the terms, provisions and conditions of said agreement hereby confirmed and approved and incorporated herein.

Done in chambers at Weiser, Idaho this 8th day of July, 1949.

A. O. Sutton
District Judge

Recorded in Book 3 of Judgments
at page 35.

STATE OF IDAHO,) SS.
County of Valley.)

I, Forest E. Robb, Clerk of the District Court, in and for Valley County, Idaho, DO HEREBY CERTIFY AND DECLARE that I have compared the foregoing Decree Lloid vs Lloid, Lloid and Lloid ..... with the record of such decree in my office, which instrument is (filed and indexed) &Recorded) in Book 3 of Judgments, at page 35, and that the foregoing is a true and correct copy of such record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 15th day of July, 1949.

Forest E. Robb
Clerk of the District Court
Valley County, Idaho
By Shirley Shilliga
Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON.

- - - - - - - - -

THEODORE FRANKLIN,
Plaintiff,
vs.
ANNA MARY FRANKLIN,
Defendant.

DECREE

- - - - - - - - -

This cause came on regularly before the Court to be heard in open Court on this, the 12th day of July, 1949, Plaintiff was present in person and by Ed. R. Coulter, his attorney of record. Defendant was present neither in person nor by Attorney, and the following proceedings were had.

It appearing that personal service of process has been had upon the defendant and the time for Answer has expired and the defendant has failed to answer plaintiff's complaint, on motion of Ed. R. Coulter, Attorney for the plaintiff, the default of the defendant, Anna Mary Franklin, for want of Answer or other appearance is duly entered.

Witnesses were sworn on behalf of the plaintiff and the taking of evidence is closed and the cause is submitted to the Court for decision.

The Court finds that all of the material allegations contained in plaintiff's complaint are true. The Court further finds that Melvin LaVerne Franklin, a minor child of plaintiff and defendant is and during all of the times since the beginning of this action has been in the possession of the plaintiff in Idaho, and the other children are in the possession of their mother in Oklahoma.

WHEREFORE, By reason of law and presence, it is ORDERED, ADJUDGED and DECREED that the plaintiff, Theodore Franklin, be and he hereby is awarded a complete divorce from the defendant, Anna Mary Franklin and that the custody of Melvin LaVerne Franklin, minor child of said parties is hereby awarded to the plaintiff, Theodore Franklin during the minority of said Melvin LaVerne Franklin and that the defendant be permitted to visit said child at reasonable times and places.

Done in open Court this 12th day of July, 1949.

A. D. Sutton
District Judge.

STATE OF IDAHO
County of Washington } ss.

7065

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of Decree in the above entitled action of Theodore Franklin -vs- Anna Mary Franklin is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 12 day of July, 1949.

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON.

- - - - - - - - - - - - - -

Roy Milligan,

Plaintiff,

-vs-

Lillian V. Milligan,

Defendant.

Action No. 4610.

D E C R E E.

- - - - - - - - - - - - - -

This cause came on regularly to be heard in open Court on the 12th day of July, 1949, and it appearing that the defendant, Lillian V. Milligan, was duly and regularly served with process herein by personal service upon her within the State of Idaho, according to law, and that she has failed to appear in any manner or at all herein although the time for appearance has fully expired, and a proper and sufficient affidavit showing that the defendant was not at any time during the pendency of this action and is not now in the service of the United States of America, either army, navy, or otherwise, having been filed herein and based thereon a Judge of this Court made and there was filed an order permitting the default of said defendant to be entered upon proper and sufficient showing of proper service upon said defendant, the Clerk of this Court duly entered the default of said defendant, and the Court thereupon proceeded to try said cause.

The plaintiff and a witness in his behalf were duly sworn and testified and the Court having heard such testimony and having examined the evidence in support of the allegations of the complaint herein, and the matter having been submitted to the Court for judgment, and the Court having considered the evidence and being fully advised in the premises, finds: That all the material allegations of the complaint as set forth in his complaint herein are true, to-wit: That plaintiff and defendant intermarried as alleged in said complaint; that plaintiff is and for more than six weeks preceding the commencement of this action was a bona fide resident of the State of Idaho; that the plaintiff and defendant ceased

to live together as husband and wife as alleged in said complaint and ever since they so ceased to live to gether have been and now are living separate and apart; that the defendant treated plaintiff in a cruel manner and abused him and made life burdensome for him by such acts and treatment and caused him great mental suffering, humiliation and shame; that such acts were not caused by any act, word or thing on the part of the plaintiff; that there is no child of said marriage; and that all the property rights of the said parties have been fully and completely disposed of by said parties.

The Court therefore finds that plaintiff is entitled to judgment and decree of this Court dissolving the bonds of matrimony now existing between the plaintiff and the defendant, on the grounds of extreme cruelty by the defendant toward the plaintiff.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED, That the marriage between the plaintiff, Roy Milligan, and the defendant, Lillian V. Milligan, be, and the same hereby is dissolved on the grounds of extreme cruelty of the defendant toward the plaintiff, and that the said parties be and they are hereby relieved of all the obligations of said marriage and are returned to the status of unmarried persons.

Done in open Court this 12th day of July , 1949.

A. O. Sutton
District Judge.

STATE OF IDAHO
County of Washington } ss.

7066

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of Decree in the above entitled action of Roy Milligan -vs- Lillian Milligan is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 12 day of July, 1949.

Naomi Black
Clerk of the District Court

7067

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON.

ESTHER CAWARD,

Plaintiff,

-vs-

DONALD C. CAWARD,

Defendant.

D E C R E E

The above entitled action came on for hearing in open Court at Weiser, Idaho, this 12 day of July, 1949, Geo. Donart appearing as attorney for the plaintiff and the defendant not appearing either in person or by counsel, and it appearing to the Court that due and legal service of summons has been made upon the defendant, and the time allowed by law to the defendant for pleading said action has expired and an affidavit having been filed by the plaintiff showing that the defendant is not engaged in either the military or naval service of the United States of America, the default of the defendant is duly and regularly entered;

Testimony is introduced in behalf of the plaintiff and a Complaint is submitted to the Court for consideration and decision;

The Court being fully advised as to the law and the premises says that all of the allegations in the plaintiff's Complaint are true and that the plaintiff is entitled to divorce from the defendant;

NOW, THEREFORE, On motion of the plaintiff it is hereby ORDERED, ADJUDGED and DECREED that the bonds of matrimony existing between the plaintiff and the defendant be, and they are hereby, forever dissolved and the plaintiff be, and she is hereby, awarded an absolute divorce from the defendant.

Dated at Weiser, Idaho, this 12 day of July, 1949.

A. O. SUTTON
District Judge.

GEORGE DONART
ATTORNEY AT LAW
WEISER, IDAHO

STATE OF IDAHO)
County of Washington) ss.

7067

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of Decree in the above entitled action of Esther Caward -vs- Donald Caward is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 12 day of July, 1949.

Naomi Black
Clerk of the District Court

7068

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR WASHINGTON COUNTY

CHARLES A. NOBLEY	)	
Plaintiff,	)	
vs.	)	D E C R E E
	)	
GLENNA NOBLEY	)	
Defendant.	)	

THIS MATTER HAVING COME ON REGULARLY TO BE HEARD ON THIS 12th day of July, 1949, the default of the defendant having been duly entered for failure to appear or plead within the time allowed by law; the Court having heard the testimony on behalf of the plaintiff, including the deposition of the Plaintiff, and being fully advised and finding the material allegations of plaintiff's complaint to be true,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED and this does ORDER, ADJUDGE, AND DECREE that the plaintiff be and hereby is divorced from the defendant and the marriage heretofore existing between the plaintiff and defendant is hereby dissolved.

A. C. Sutton
District Judge

Dated _____

STATE OF IDAHO
County of Washington } ss.

7068

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of Decree in the above entitled action of Charles A. Mobley -vs- Glenna Mobley is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 12 day of July, 19 49

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON.

GEORGIA HANSEN, Plaintiff,

-vs-

JAMES E. HANSEN, Defendant,

D E C R E E

Now on this the 12th day of July, 1949, the above entitled action came on for trial before the court without a jury, Plaintiff being present in person and by her Attorney Frank D. Ryan, the Defendant appearing not, either in person or otherwise, and the court finds that said defendant was duly and personally served with a summons and copy of complaint in Washington County, Idaho, on the 3d day of June, 1949, and that said defendant is in default. On motion of Attorney for Plaintiff, the default of said defendant is duly and regularly entered.

Thereupon the Plaintiff introduced her evidence, and the court finds therefrom that all allegations of the complaint are true, and that plaintiff and defendant were married in Ada County, Idaho, on the 25th day of March, 1947, and ever since have been and now are husband and wife. The court further finds that plaintiff and defendant on the 3d day of June, 1949, entered into an agreement in writing pursuant to which the parties settled between themselves their property rights, and defendant assigned to plaintiff and executed a Quit Claim Deed to her, covering the real estate described in that certain assignment made by defendant to plaintiff pursuant to which defendant assigned all the right, title and interest of defendant and Quit Claimed to plaintiff the real estate described in such assignment, and under the terms of said assignment such deed and executed copy of such assignment were and still is, escrowed in the Weiser branch of the Idaho First National Bank.

That there have been no children born to said marriage.

The court finds that all the material allegations of plaintiff's complaint are true, and that said plaintiff is entitled to a decree annulling the marriage existing between her and said defendant, and that at the time of said marriage between plaintiff and defendant, the said defendant was physically incapable of entering into said marriage state and that such incapacity has ever since continued and still continues and is incurable.

WHEREFORE, It is ordered, adjudged, and decreed that the said marriage entered into between plaintiff and defendant in Ada County, Idaho, on the 25th day of March, 1947, was and is without effect, and is hereby set aside and annulled and decreed to be without force and effect, and said plaintiff is hereby restored to the status of a single woman, and said defendant restored to the status of a single man.

Dated this 12th day of July, 1949.

A O Sutton
District Judge

STATE OF IDAHO)
:ss
County of Washington)

I, Naomi Black, clerk of the District Court of the Seventh Judicial District of the County of Washington in and for the State of Idaho, do hereby certify that the above and foregoing copy of decree of divorce in the above entitled action of Georgia Hansen vs. James E. Hansen is a true, full and correct and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the 12th day of July.

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON.

CHARLOTTE R. GRIMES, Plaintiff

Vs.

KENNETH E. GRIMES, Defendant

DECREE

On this the 12th day of July, 1949 the above entitled action came on for trial before the court, the plaintiff being present in person and by her attorney, Frank D. Ryan, and it appearing that said defendant was duly and regularly served with a copy of summons and complaint in said action in Malheur County, Oregon, on the 9th day of June, 1949. And that said defendant is in default and has failed to appear herein, and on the motion of Attorney for Plaintiff, the default of said defendant is duly and regularly entered. Thereupon the plaintiff introduced her evidence and the court finds therefrom that the allegations contained in plaintiff's complaint are true. That there has been born to plaintiff and defendant one child, a son by the name of Kenneth C. Grimes who is now in the care and custody of plaintiff. That plaintiff is a fit and proper person to have the care and custody of said child and its care and custody is hereby awarded to plaintiff.

WHEREFORE, It is considered, ordered, adjudged and decreed that the marriage existing between plaintiff and defendant be, and the same is hereby dessolved, and the parties are restored to the status of single persons, and each party is enjoined from inheriting from and through the other, and plaintiff is granted the care and custody of said minor child, Kenneth C. Grimes, the defendant to have the right to visit said child at reasonable times and hours.

Dated this 12th day of July, 1949.

A O Sutton

District Judge

STATE OF IDAHO)
: ss
County of Washington)

I, Naomi Black, clerk of the District Court of the Seventh Judicial District of the County of Washington in and for the State of Idaho, do hereby certify that the above and foregoing copy of decree of divorce in the above entitled action of Charlotte R. Grimes vs. Kenneth E. Grimes is a true, full and correct and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the 12th day of July.

Naomi Black
Clerk of the District Court

7072

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

* * * * * * * * * * *

JEAN HELEN WANER,
Plaintiff,
-v-
HOWARD GERALD WANER,
Defendant.

D E C R E E

COPY
FILED
AUG 3 1949
P. M.
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

* * * * * * * * * * *

THIS CAUSE, Coming on regularly to be heard by the Court without a jury, this 3rd day of August, 1949, Delana & Delana, appearing as Counsel for the Plaintiff, and it appearing that the Defendant had been duly and regularly served with Summons and Complaint in said action, and that due and proper proof had been submitted showing the defendant not to have been and not being in the military service pursuant to the terms and conditions of the "Soldier's and Sailor's Relief Act of 1940" and that default had been duly and regularly entered in said action, THEREUPON, Witnesses were sworn and examined on the part of the Plaintiff, and the evidence having been closed, the cause was submitted to the Court for its consideration and decision, and the Court being fully advised in the premises, renders its decision as follows:

NOW, THEREFORE, By reason of the law and the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between Plaintiff and Defendant be and the same is hereby dissolved.

2. That the Plaintiff is given the custody of said minor child, THOMAS HOWARD WANER, subject to the right of the Defendant to visit said minor child at reasonable times.

DATED: This 3rd day of August, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Keeney, Hanor vs Hanor

Case # 22135

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of August, 1949.

By B. Applegate, Deputy.

OTTO F. PETERSON,
Clerk.

7073

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

GLADA C. JOHNSON, #
Plaintiff, #
vs. # D E C R E E
CARL C. JOHNSON, #
Defendant. #

COPY
No. 22191
FILED A. M. P. M.
AUG 5 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

This cause coming on to be heard on this 5th day of August, 1949, before the undersigned, one of the Judges of the above entitled Court, and, it appearing that the defendant has been duly and regularly served with summons by publication and the mailing of a copy of the summons and complaint to his last known address, and, it also appearing that the defendant is not a person in Military Service as defined by Section 101 (1) of the Act of Congress approved October 17, 1940, or any Amendments or Supplements thereto cited as the Soldiers and Sailors Relief Act of 1940, or any other Act of Congress or of the State Legislature of the State of Idaho, duly adopted and approved; and, it further appearing that the defendant has made no appearance by demurrer, answer or otherwise, within the time allowed by law; whereupon, default of the defendant was duly and regularly entered in the premises, witnesses on the part of the plaintiff having been duly sworn and examined, and the Court being fully advised in the premises, ordered that judgment be entered in favor of the plaintiff;

NOW, THEREFORE, by reason of the law and the premises aforesaid, IT IS ORDERED, ADJUDGED, AND NOW DECREED, That the bonds of matrimony hitherto existing between the plaintiff and the defendant, be, and the same are hereby dissolved, cancelled, annulled and held for naught, as fully and completely as if the same had never been upon the grounds of wilful neglect and wilful desertion, as alleged and set forth in the complaint herein, and that each of the parties hereto, after the entry of this decree, be, and they are, hereby restored to the status of single persons.

Dated: August 5, 1949.

Chas F. Koelsch

District Judge

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for Ada County, hereby certify that I have compared the foregoing copy with the original degree in the above entitled action, filed and entered in my office on the 5th day of August, 1949, and the same is a full, true and correct copy of such original and the whole thereof.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal, this 5th day of August, 1949.

Otto F. Peterson

Clerk

By B. Opie Eagleson

Deputy Clerk

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

* * * * *

IVA JEAN LEE,

Plaintiff,

vs

CHRIS HENRY LEE, JR.,

Defendant.

JUDGMENT AND DECREE

COPY
NO. 2221
FILED AUG 5 1949 P. M.
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

* * * * *

The above-entitled cause came on regularly to be heard before the court, without jury, on the 5th day of August, 1949, the plaintiff appearing in person and represented by her attorney, Paul B. Ennis, and the defendant not appearing, either in person or by attorney, and it appearing to the satisfaction of the court that summons had regularly issued and due service of process was had upon said defendant, Chris Henry Lee, Jr., and the time for answering, demurring or appearing having expired, and the default of said defendant, Chris Henry Lee, Jr., for failing to appear, answer or demur, within the time prescribed by law, having been duly entered on the 5th day of August, 1949.

WHEREUPON Evidence duly corroborated as required by law was introduced by the plaintiff from which it appears to the court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility, and sufficiency, and from which the court finds that the said defendant for more than one year last past has been guilty of habitual intemperance and is habitually intemperant from the use of intoxicating drinks to that degree that the intemperance of said defendant reasonably inflicts a course of great mental anguish upon the said plaintiff, and from which the court further finds that the plaintiff is entitled to have the care, custody, and control of Chris Henry

Lee, III, and the case being closed and the law in the premises being understood by the court, the court at this time makes and renders this final judgment and decree:

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, And this does ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby, forever dissolved;

2. That the care, custody and control of the minor child of plaintiff and defendant, to-wit: Chris Henry Lee, III, be, and the same is hereby, awarded to the plaintiff.

Dated this 5th day of August, 1949.

Chas. F. Koelsch
District Judge

STATE OF IDAHO)
) ss
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree filed in the above-entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 5th day of August, 1949.

OTTO F. PETERSON

By P B Clyde Eagleson
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * * *

CHARLES R. STOLL,

Plaintiff,

-vs-

FLORA M. STOLL,

Defendant,

DECREE

COPY

No. 2222

FILED A.M. P.M.

AUG 5 1949

OTTO F. PETERSON, Clerk

By B. CLYDE CAGLESON DEPUTY

* * * * * * * *

THIS CAUSE Having been brought on to be heard this 5th day of August, 1949, JAMES W. BLAINE appearing as counsel for the plaintiff herein, defendant not appearing in person, by counsel, or otherwise; personal service of the verified complaint and summons in said action having been made upon said defendant in the County of Sacramento, State of California, and the time for answering having expired and no answer, demurrer or other appearance having been filed in said cause; the defendant having failed to make an appearance in said action, the default of said defendant, FLORA M. STOLL, was duly entered herein;

That upon the complaint herein as confessed by said defendant it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, CHARLES R. STOLL, to the relief demanded in the complaint and prayed for;

That plaintiff herein was a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested

and in pursuance of the statutes in such cases made and provided does order, adjudge and decree that the marriage now existing between the plaintiff and defendant herein be wholly dissolved and that said parties, and each of them, are hereby released from the bonds of matrimony and all obligations thereof.

DATED At Boise, Idaho, this 5th day of August, 1949.

Chas. F. Koelsch
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree Stoll vs Stoll
Case # 22221

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 5th day of August, 1949.

By B. Clyde Eaglesom, Deputy.

OTTO F. PETERSON,
Clerk.

7076

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF ADA.

FILED
No. 22229
A.M. P.M.
AUG 5 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

Noel H. Cook, *
Plaintiff, *
VS. * D E C R E E .
*
Anabel Cook, *
Defendant. *

This cause came on regularly for trial by the Court without a Jury on the fifth day of August, 1949, S. D. Fairchild, appearing as attorney for the plaintiff; the defendant not appearing by attorney, or at all, and it appearing from the affidavit of S. D. Fairchild, attorney for the plaintiff, that the defendant is not now in the military service of the United States of America, and is not a person in such service as defined in Section 101 (1) of the Act of Congress approved October 17th 1940, as amended, or in any other such act, duly adopted and approved, said act being commonly known as the Soldiers' and Sailors' Relief Act of 1940, her default for failure to appear or plead in said action within the time prescribed by law, was duly and regularly entered, she having been personally served with summons in said action more than twenty days prior to the entering of said default; whereupon the plaintiff and his corroborating witness was duly sworn and examined, and testified on behalf of the plaintiff, documentary evidence was offered and admited in evidence, and the cause was finally submitted to the Court for consideration and decision, and the Court having considered the same, and being fully advised in the premises, now hereby finds and decides that all of the allegations in plaintiff's verified complaint are true, the same having been established by sufficient competent evidence duly corroborated as required by law; that the contract of the parties defining and settling the property rights of the parties, admitted in evidence in this action is just and equitable as between the said parties and that the plaintiff is entitled to a decree as prayed for in his verified complaint herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony hitherto existing between the plaintiff and the defendant, be, and the same are hereby dissolved, and that said parties and each of them, be, and hereby are restored to the status of single persons.

IT IS FURTHER ORDERED AND DECREED, THAT THE PLAINTIFF HAVE CUSTODY OF THE minor children of the marriage, Martell F. Cook, Favon F. Cook and Martin F. Cook, the defendant to have the privilege of visiting and of being visited by said children at reasonable times, and at reasonable intervals of time.

That the property settlement agreement agreement executed by the parties hereto and admitted in evidence herein is hereby approved and confirmed.

Done this 5th day of August, 1949.

Chas F. Koelsch
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deeree Cook v Cook

Case # 22239

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 5 day of August, 1949.

By B. Dyke Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

7077

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

No. 22254 FILED A. M. P. M.

AUG 5 1949

OTTO P. PETERSON, Clerk

By D. CLOSE DEPUTY

BOB ROBERTS,

Plaintiff,

vs.

HELEN PAULINE ROBERTS,

Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED ACTION came on regularly for hearing before the Court at Boise, Idaho, August 5, 1949, the plaintiff appearing in person and with his witness, and no person appearing for or on behalf of the defendant.

It appearing to the court that due and lawful service of process has been had and made upon the defendant for the time and in the manner provided by law, that the defendant has made no appearance herein, that she is in no military service and that order so establishing has been duly entered, and the default of the defendant having been regularly entered of record,

The Court proceeds to receiption of testimony on behalf of the plaintiff, andbeing fully advised, express findings of fact and conclusions of law being waived, the Court finds generally for the plaintiff and against the defendant, and finds that the plaintiff is entitled to decree of divorce, and that he should make reasonable provision for the support of the minor child of the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the plaintiff Bob Roberts and the defendant Helen Pauline Roberts be and they are absolutely divorced hereby.

2. That the plaintiff Bob Roberts pay into the hands of the Clerk of the above entitled court the sum of $25.00 per month for the support of the minor child Helen Louise Roberts, during the continuance of her minority.

Rendered, dated and entered August 5, 1949.

Chas T. Wolsch

District Judge

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deeree Roberts vs Roberts

Case # 22254

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 5th day of August, 1949.

By B. Opie Eastman, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

LEONA MARIE CHANEY, Plaintiff,

vs.

CHARLES HARFORD CHANEY, SR., Defendant.

DECREE OF DIVORCE

COPY

No. 22267 FILED A. M. P. M.

AUG 5 1949

OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

This cause coming on regularly to be heard this 5th day of August, 1949, before the court without a jury, plaintiff appearing by her attorney, T. J.Jones, Jr., Esq., and the defendant not appearing either in person, by attorney, or otherwise, and it appearing that the defendant was duly served pursuant to the manner and method as provided by statute with service of summons and complaint, and that the time for answer has elapsed and that the defendant has refused to plead in this cause within the time allowed by law or at all and that the default of the defendant has been regularly entered thereon, and that the plaintiff having submitted testimony fully corroborated in support of her cause and the court having heard all the evidence or proof submitted and duly considering the same finds all allegations in the plaintiff's complaint are true and that the plaintiff is entitled to the relief sought.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between the plaintiff, Leona Marie Chaney, and the defendant, Charles Harford Chaney, Sr., are hereby dissolved and held for naught, and each of the parties is hereby freed from all the obligations of matrimony thereunder.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the property settlement made and entered into and introduced into evidence in this cause be made a part of this Decree the same as if fully set out in full herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be awarded the custody, control, management and education of the said minor children, Anita Marie Chaney, age eight; Allen Edward Chaney, age six; and Charles Harford Chaney, Jr., age four, until the children attain their majority, provided however, that the said defendant may visit the said minor children at any and all reasonable times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay the said plaintiff the sum of One hundred Dollars ($100.00) per month for the maintenance and support of the said minor children, Anita Marie Chaney, age eight; Allen Edward Chaney, age six; and Charles Harford Chaney, Jr., age four, until the said children reach majority and/or further order of this court.

Done in open court this 5th day of August, 1949.

Chas. F. Koelsch
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deere, Chaney vs Chaney
Case # 22267

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 5th day of August, 1949.

By R. Faye Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

7079

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR ADA COUNTY

Hazel H. Brown,

Plaintiff,

vs.

Walter E. Brown,

Defendant

DECREE OF DIVORCE

COPY

No. 22292

FILED

A. M. P. M.

AUG 5 1949

OTTO P. PETERSON, Clerk

By B. CLYDE EAGLESON DEPUTY

This cause coming on regularly to be heard this 5th day of August, 1949, upon the complaint herein taken as confessed by the defendant (whose default for not answering had been duly entered), and the court having heard all the evidence and proofs produced herein, from which it appears that all the allegations of plaintiff's complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility, and sufficiency, and it further appearing to the court that defendant was duly served with summons, and that he appeared herein by his counsel, Ariel L. Crowley, Esq., and declined to plead, and consented that his default be entered herein; and all and singular the law and the premises being by the court here understood and fully considered;

Now, therefore, it is ordered, adjudged, and decreed, and this does order, adjudge, and decree:

(1) The marriage between plaintiff and defendant be and the same is hereby dissolved, and said parties, and each of them, are freed and absolutely released from the bonds of matrimony and all the obligations thereof.

(2) The community property, wherever situated, real, personal, and mixed, owned by plaintiff and defendant, be and the same is awarded to them equally, share and share alike, as provided in their written stipulation introduced in evidenced as Plaintiff's Exhibit "A", and which is hereby made a part of this decree.

(3) The court retains jurisdiction of this action for the purpose of making an appropriate order for the disposition of the real estate described in the complaint not covered by the contract of purchase and sale referred to in plaintiff's complaint, and for the disposition of the real estate covered by said contract, or the proceeds derived from the final payment of the purchase price of the real estate covered by said contract after said final payment shall have been made or the optionee of said real estate covered by said contract shall have forfeited its right to purchase the same.

(4) As soon as the community personal property of plaintiff and defendant shall have been divided, the parties shall report the fact to the court in writing, and that each has received and is in possession of his or her one-half thereof.

(5) Plaintiff is hereby awarded possession of said real estate with the right to occupy and use the same to the exclusion of defendant until the further order of the court.

Dated August 5, 1949.

Chas. F. Koelsch,

District Judge

STATE OF IDAHO, }
County of Ada } ss.

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deerce, T Brown vs T Brown

Case # 22292

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 5th day of August, 1949.

By B. Opdyke Engleson, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

MARION E. RASPPERRY,
Plaintiff,
vs
KARL B. RASPPERRY,
Defendant.

DECREE

COPY
NO. 2220
FILED
A. M. P. M.
AUG 8 1949
OTTO F. PETERSON, Clerk
By E. CLYDE EAGLESON
DEPUTY

THIS CAUSE came on regularly to be heard in open Court on the 5th day of August, 1949, upon the Amended Complaint of the plaintiff, Marion E. Raspperry and the Answer of the defendant, Karl B. Raspperry, Pasco B. Carter appearing for the plaintiff and Harry Keyser appearing for defendant. That the defendant was regularly served with a copy of the amended complaint and Summons in Boise, Ada County, State of Idaho; that said defendant failed to appear or plead within the time required by law; that an affidavit was filed for and on behalf of plaintiff stating that the defendant was in the military service of the United States of America and in said affidavit motion was made that the Court appoint an attorney to represent defendant and protect his interests in the trial of this action; that by order of this Court Harry Keyser, an attorney of this Court, was appointed to represent defendant and protect his interests.

Evidence was introduced by plaintiff in support of the allegations of her complaint and plaintiff was duly cross- examined by defendant's attorney, and the cause submitted to the Court for decision, and the Court being fully advised in the premises, finds, concludes, decides and decrees:

1.

That the plaintiff now is, and that for more than six weeks immediately preceding the commencement of this action, has been a bona fide resident of the State of Idaho.

2.

That said plaintiff and defendant intermarried on the 9th day of October 1941 at Rockville, Maryland, and ever since have been and now are husband and wife.

3.

That the issue of the marriage of the plaintiff and defendant are three minor children: Karla M. Raspperry, a daughter, age 5 years, Claudia A. Raspperry, a daughter, age 4 years and Michael L. Raspperry, a son, age 7 months, all of whom are in the care and custody of plaintiff in Boise, Idaho.

4.

That for two years last past said defendant has treated plaintiff and their children with extreme cruelty and has inflicted upon her grievous mental and physical suffering, which conduct has impaired plaintiff's happiness and well being and has caused her great worry. That to continue to maintain marital relations with the defendant would serve no useful purpose and by reason thereof the said plaintiff is entitled to a decree of divorce.

5.

WHEREFORE IT IS NOW ORDERED, ADJUDGED AND DECREED:

(a) That the marriage heretofore and now existing between the plaintiff and defendant be, and the same is, hereby dissolved upon the ground of defendant's extreme cruelty to the plaintiff and her children, and the parties are, and each of them is, freed from the bonds of matrimony and that the plaintiff and defendant are restored to the status of single persons.

(b) That the plaintiff herein, Marion E. Raspperry, be,

and she hereby is, awarded the custody, control, care and education of their children, Karla M. Raspperry, a daughter, age 5 years, Claudia A. Raspperry, daughter, age 4 years and Michael L. Raspperry, son, age 7 months; that the defendant shall have the right to visit his said children at all reasonable times.

(c) That the defendant is hereby ordered and directed to pay to plaintiff for the support, maintenance and education of their children during their minority dependency benefits provided for by law for dependents of those in the military service of the United States of America amounting to the sum of $30.00 per month for the first child and $20.00 per month for each of the other two children, amounting in all to the sum of $70.00 per month, payable to the plaintiff at the times provided for by law.

Dated this 5th day of August, 1949.

CHAS. F. KOELSCH
District Judge.

CERTIFICATE

STATE OF IDAHO, }
County of Ada } ss.

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Raspperry v Raspperry Cause 22044

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8 day of August, 1949.

OTTO F. PETERSON,
Clerk.

By B. Dyke Eaglesom, Deputy.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO 22279 FILED A. M. P. M.

AUG 6 1949

OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

BETTY JEAN MARTIN, Plaintiff,	
-vs-	JUDGMENT AND DECREE
EARL MARTIN, Defendant.	

THIS CAUSE coming on regularly to be heard on the 6th day of August, 1949, before the Court without a jury, and the plaintiff appearing in person and by her attorney, Thos. Y. Gwilliam, and the defendant not appearing in person or by counsel and it appearing to the Court that Summons in the above-entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring, or appearing has expired; that the default of said defendant, EARL MARTIN, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered; and an Affidavit stating the Defendant is not in the Military Service of the United States having been filed herein:

WHEREUPON, evidence duly corroborated, as required by law, was introducted by the plaintiff, from which it appears that the allegations of the plaintiff's complaint on file herein are sustained by testimony free from all ~~obligations~~ objections as to competency, admissibility and sufficiency; and it further appearing that said matters in said complaint alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and

premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

WHEREFORE, it is ORDERED, ADJUDGED, AND DECREED, and this does, ORDER, ADJUDGE, AND DECREE:

1. That the bonds of matrimony now existing between plaintiff and defendant be, and the same are hereby forever dissolved.

2. That the plaintiff be, and is hereby awarded the care custody and control of the minor child, to-wit: Dennis Martin, age 4½ years, with the right in the defendant to visit said minor child at all reasonable times.

3. That the plaintiff be and is hereby awarded the sum of $40.00 per month for the care, maintenance, and education of said minor child.

Dated and signed this 6th day of August, 1949.

CHAS. F. KOELSCH

District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Martin v Martin

Case # 22279

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6th day of August, 1949.

By B Lyle Peterson, Deputy.

OTTO F. PETERSON,
Clerk.

7082

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

LaVERNA FRANCE,

Plaintiff,

vs.

CLARENCE A. FRANCE,

Defendant.

JUDGMENT AND DECREE

NO. 32061
FILED A. M. P. M.
AUG 9 1949
OTTO F. PETERSON, Clerk
By IRMA HILL DEPUTY

This cause coming on regularly to be heard on the 9th day of ~~July~~ aug, 1949, before the Court without a jury, Blam and Burke appearing for said plaintiff, and the defendant not appearing in person or by counsel; and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring or appearing has expired, and that the default of said defendant, Clarence A. France, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered herein.

WHEREUPON evidence, duly corroborated as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility, and sufficiency, and it further appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and the premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this does ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony between plaintiff and defendant be, and the same are hereby forever dissolved.

Dated ~~July~~ aug 9th, 1949.

CHAS. F. KOELSCH
District Judge

BLAM AND BURKE
ATTORNEYS AT LAW
BOISE, IDAHO

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Judgment and Decree: La Verna France

vs. No. 22061

Clarence A. France

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 9th day of August, 19 49.

By Irma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

7083

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

QUINN B. HOAGLAND,

Plaintiff,

vs.

R. A. HOAGLAND,

Defendant.

DECREE OF DIVORCE

COPY

FILED No. 22188 A.M. P.M.

AUG 10 1949

OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

The above entitled action coming on regularly for trial before the Court without a jury, on the 11th day of July, 1949, the plaintiff appearing in person and with counsel; it appearing that summons was regularly issued and duly served on the defendant personally; that the defendant made no answer within the time allowed by law and his default was entered of record; that witnesses were sworn and examined in behalf of the plaintiff and the cause having been submitted to the Court and the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, That the allegations of the complaint are true and the defendant is guilty of extreme cruelty towards the plaintiff; that the plaintiff is entitled to a decree of divorce and she is hereby absolutely divorced from the defendant and freed from the bonds of matrimony and restored to the status of a single and unmarried person.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the plaintiff shall have restored to her the name she bore previous to her marriage to the defendant, which was QUINN B. VAN DURSEN.

Dated and signed at Boise, Idaho, this 10th day of ~~July~~ August, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Hoagland vs Hoagland

Case # 22188

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 10th day of August, 1949.

By R Pope Eaglson, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

- - - - -

RETTA MOORE FARRIS,

Plaintiff,

vs.

ROBERT WALTER FARRIS,

Defendant.

- - - - - - - -

JUDGMENT AND DECREE.

COPY
No. 22048
Filed
A. M. P. M.
AUG 12 1949
OTTO F. PETERSON, Clerk
By C. CLYDE EAGLESON DEPUTY

THIS CAUSE coming on regularly to be heard on the 11th day of August, 1949, before the Court, without a jury, ELAM AND BURKE attorneys for the plaintiff appearing for plaintiff, and the defendant not appearing in person or by counsel, and it appearing to the Court that Summons in the above entitled action has been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring or appearing has expired, and that the default of said defendant, Robert Walter Farris, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered herein.

WHEREUPON evidence, duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility and sufficiency, and it further appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and the premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this does ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony between plaintiff and defendant be and the same are hereby forever dissolved.

2. That the following described separate property of plaintiff is hereby decreed to her, to wit:

Lots 15 and 16, Block 19, Dundee First Subdivision in Ada County, as shown on the official plat of said subdivision on file in the office of the Recorder of Ada County, Idaho; together with all furniture and household equipment located in the above described premises.

ELAM AND BURKE
ATTORNEYS AT LAW
BOISE, IDAHO

3. That plaintiff's former name of Retta Moore is hereby restored.

Dated: August 12th 1949.

Chas. F. Koelsch.
District Judge.

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Harris v Harris
Case # 22048

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of August, 1949.

By R Applegate, Deputy.

OTTO F. PETERSON,
Clerk.

ELAM AND BURKE
ATTORNEYS AT LAW
BOISE, IDAHO

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR ADA COUNTY

RUBY M. CARTER,

Plaintiff,

-vs-

EDDIE D. CARTER,

Defendant.

DECREE OF DIVORCE

COPY
No. 22234
FILED
A.M. P.M.
AUG 12 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

This cause coming on to be heard this 12th day of August, 1949, upon the complaint herein taken as confessed by the defendant (whose default for not pleading had been duly entered), Walter M. Oros, Esq., appearing at attorney for the plaintiff, and the Court having heard the proofs taken herein, from which it appears that all the allegations of the plaintiff's complaint are sustained by testimony free from all legal exceptions, as to its competency, admissibility and sufficiency, and it further appearing to the Court that defendant was duly served with summons; and all and singular the law and the premises being by the Court here understood and fully considered:

WHEREFORE, it is ordered, adjudged and decreed and this does order, adjudge and decree that the marriage between the plaintiff, Ruby M. Carter, and the defendant, Eddie D. Carter, be and the same is hereby dissolved and said parties, and each of them are freed and absolutely released from the bonds of matrimony, and that plaintiff be restored to her former name of Ruby Mae Haley;

And it is further ordered, adjudged and decreed that plaintiff is awarded as her separate property that cause of action for personal injuried and property damage against the Hotel Boise Cab Company suffered by her in Boise, Idaho, on June 12, 1949.

Dated this 12th day of August, 1949.

Chas F. Koelsch
District Judge

Presented by:
Walter M. Oros

STATE OF IDAHO)
) ss
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce between Ruby M. Carter, plaintiff, and Eddie D. Carter, defendant, filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of August, 1949.

OTTO F. PETERSON
Clerk

By B. Opie Eagleson
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

GLADYS O. HENNE,

Plaintiff,

-vs-

MATT HENNE, also known as MATTHEW HENNE,

Defendant.

* * * * * * * * * * * * * * * * *

COPY
No 22289
FILED
A. M. P. M.
AUG 12 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

J U D G M E N T

THIS CAUSE, coming on regularly for hearing this 12th day of August, A. D. 1949, Frank F. Kibler, Esq., appearing as counsel for the plaintiff, and the defendant not appearing by counsel or otherwise, and it appearing to the Court that summons in this cause has been heretofore duly and regularly served upon the defendant herein personally in Marion County, Oregon, and that the defendant has filed to answer, appear or plead to the plaintiff's complaint herein within the time allowed by law, or at all, and on motion of Frank F. Kibler, Esq., attorney for the plaintiff, the default of the defendant for his failure to so appear, plead, or answer plaintiff's complaint herein was duly and regularly entered by the Clerk of this Court on August 12, 1949, pursuant to order of the Court;

WHEREUPON, Witnesses were sworn and evidence introduced on behalf of the plaintiff and the cause submitted, from which it appears that all of the material allegations of the complaint are sustained by testimony, free from all legal exceptions as to its competency, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for;

NOW THEREFORE, on motion of Frank F. Kibler, attorney for the plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that the plaintiff shall have, and she hereby is, granted a divorce from the defendant on the grounds of having lived continuously separate and apart for a period of more than five years without cohabitation, and that the bonds of matrimony between said plaintiff and defendant are hereby dissolved; and the said parties, and each of them, are hereby released from all the obligations thereof, and are hereby restored to the status of single, unmarried persons.

FRANK KIBLER
LAWYER
NAMPA, IDAHO

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE That the plaintiff be and she hereby is restored to, and permitted to use and resume her name prior to said marriage, tow-wit: GLADYS O. EVANS.

Done in Open Court at Boise, Ada County, Idaho, this 12th day of August A.D. 1949.

Chas. F. Koelsch
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree, Herms vs Herms Dist# 22289

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of August, 1949.

By R. B. Hyde Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

FRANK KIBLER
LAWYER
NAMPA, IDAHO

7087

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

COPY

No. 22296 Filed A. M. P. M.

AUG 12 1949

OTTO F. PETERSON, Clerk

By B. CLYDE EAGLESON DEPUTY

RUTH M. LUND

Plaintiff,

vs.

DAVID LUND

Defendant.

DECREE OF DIVORCE

This cause coming on regularly to be heard this 12th day of August, 1949, before the court without a jury, plaintiff appearing by her attorney, T. J. Jones, Jr., Esq., and the defendant not appearing either in person, by attorney, or otherwise, and it appearing that the defendant was duly served pursuant to the manner and method as provided by statute with service of summons and complaint, and that the time for answer has elapsed and that the defendant has refused to plead in this cause within the time allowed by law or at all and that the default of the defendant has been regularly entered thereon, and that the plaintiff having submitted testimony fully corroborated in support of her cause and the court having heard all the evidence or proof submitted and duly considering the same finds all allegations in the plaintiff's complaint are true and that the plaintiff is entitled to the relief sought.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, and this does order, adjudged, and decree that the bonds of matrimony heretofore existing between the plaintiff, RUTH M. LUND, and the defendant, DAVID LUND, are hereby dissolved and held for naught, and each of the parties is hereby freed from all the obligations of matrimony thereunder.

DONE in open court this 12th day of August, 1949.

Chas. F. Koelsch.
District Judge

STATE OF IDAHO, }ss.
County of Ada

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deeree, Lund v Lund Case #2296

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of August, 1949.

By B. Opal Eaglesom, Deputy.

OTTO F. PETERSON,
Clerk.

State 22285

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

DOROTHY INEZ SHEPARD)
Plaintiff,)
-vs-)
LELAND JOHN SHEPARD,)
Defendant.)
* * * * * * * * * * * * * * * *)

COPY
NO. 22285
FILED P. M.
A. M. AUG 26 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

J U D G M E N T

THIS CAUSE, Coming on regularly for trial this 12th day of August, A.D. 1949, C. S. Beebe, Esq. of counsel appearing for the plaintiff, and the defendant not appearing by counsel or otherwise, and it appearing to the Court that summons in the cause has been heretofore duly and regularly served upon the defendant herein personally, and that the defendant has failed to answer, appear, or plead to the plaintiff's complaint herein within the time allowed by law, or at all, and on motion of C. S. Beebe, Esq., of counsel for the plaintiff, the default of the defendant for his failure to appear, plead or answer plaintiff's complaint herein was duly and regularly entered by the Clerk of this Court on August 12th, 1949, purusant to Order of the Court.

WHEREUPON, Witnesses were sworn and evidence introduced on behalf of the plaintiff and the cause submitted, from which it appears that all of the allegations of the complaint are sustained by testimony, free from all legal exceptions as to its competence, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, on motion of C. S. Beebe, of counsel for the plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the plaintiff shall have, and she hereby is, granted a divorce from the defendant on the grounds of exteme cruelty, and that the bonds of matrimony between said plaintiff and defendant are hereby dissolved; and the parties are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER ADJUDGE AND DECREE that the plaintiff be and she hereby is restored to her maiden

FRANK KIBLER
LAWYER
NAMPA, IDAHO

name, to-wit: DOROTHY INEZ HOLLIDAY.

Done in open Court at Boise, in Ada County, Idaho this 26th day of August, A.D. 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Judgment: Dorothy Inez Shepard
vs. No. 22285
Leland John Shepard

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26th day of August, 1949.

By Irma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

FRANK KIBLER
LAWYER
NAMPA, IDAHO

7089

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

GEORGE P. POE,

Plaintiff,

-vs-

GENEVA POE,

Defendant.

COPY

DECREE OF DIVORCE

#22298

FILED 22298 A.M. AUG 12 1949 P.M.
OTTO K. PETERSON, Clerk
By CLYDE EAGLESON DEPUTY

The above-entitled cause came on for hearing before the Court in open Court at Boise, County of Ada, State of Idaho, on the I2th day of August, I949. The plaintiff appeared in person, and through his attorney, Benj. F. Harrison, and the defendant did not appear, either in person, or by attorney.

It appeared to the Court that the defendant had been served with process by personal service of a copy of the summons and complaint within the state as required by law and had failed to appear and answer the plaintiff's complaint filed in said cause, or otherwise plead thereto, and that no further time had been granted the defendant in which to appear and answer or plead to said cause; and it further appearing from plaintiff's affidavit and satisfactory evidence adduced that the defendant is not, and for more than sixty days prior to the commencement of this action has not been, in any branch of military service of the United States of America, or its allied nations, as contemplated by the Soldiers' and Sailors' Civil Relief Act of I940, as amended, and the Court had ordered the Clerk to enter the default of said defendant according to law.

The plaintiff introduced evidence in behalf of her complaint,

I-bfh

which was corroborated by the testimony of one witness as to his residence, and the cause was submitted to the Court for decision, and after considering the evidence and being fully advised, the Court finds the issues in favor of the plaintiff and against the defendant, and that defendant is guilty of extreme cruelty as alleged in plaintiff's complaint, and plaintiff is entitled to have the bonds of matrimony existing between the plaintiff and defendant dissolved, and to be divorced from the defendant.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff divorced from the defendant.

Done in Open Court in Boise , Idaho, this I2th day of August, I949.

Sgd./ Chas. F. Koelsch
JUDGE OF THE DISTRICT COURT,
THIRD JUDICIAL DISTRICT,
STATE OF IDAHO.

STATE OF IDAHO)
(ss
COUNTY OF ADA)

I, Otto F. Peterson, County Clerk of the County of Ada, in the State of Idaho, and ex-officio Clerk of the District Court of said County and State aforesaid, hereby certify that I have compared the foregoing copy of the divorce decree in the matter of Geore P. Poe vs. Geneva Poe with the original on file in said action, filed in my office on the I2th day of August, I949, and that the same is a full, true, and correct copy of the said original, with the indorsements thereon, and of the whole thereof, now on file in this office.

WITNESS My had and the seal of the said District Court this I2th day of August, I949.

OTTO F. PETERSON
CLERK
BY B. [signature]
DEPUTY

7090

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

* * * * * * * * * * *

COPY
2 2299
FILED P. M.
A. M.
AUG 12 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

BARBARA H. STEEN,
Plaintiff,
-v-
FLOYCE D. STEEN,
Defendant.

D E C R E E

* * * * * * * * * * *

This Cause, Coming on regularly to be heard by the Court without a jury, this _____day of August, 1949, Delana & Delana, appearing as counsel for the Plaintiff, and it appearing that the Defendant had been duly and regularly served with Summons and Complaint in said action, and that due and proper proof had been submitted showing the Defendant not to have been and not being in the Military Service pursuant to the terms and conditions of the "Soldier's and Sailor's Relief Act of 1940" and that default had been duly and regularly entered in said action, THEREUPON, Witnesses were sworn and examined on the part of the Plaintiff and the evidence having been closed, the cause was submitted to the Court for its consideration and decision, and the Court for its consideration and decision, and the Court being fully advised in the premises, renders its decision as follows:

NOW, THEREFORE, By reason of the law and the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between Plaintiff and Defendant be and the same is hereby dissolved.

2. That the Plaintiff's former name of BARBARA H. GRIFFITH be and the same is hereby restored.

DATED: This 12th day of August, 1949.

Chas. F. Koelsch
District Judge.

CERTIFICATE

STATE OF IDAHO, }
County of Ada } ss.

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Pearce, Steen v. Steen Case # 22294

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of August, 1949.

OTTO F. PETERSON,
Clerk.

By B. Opie Eagleson, Deputy.

7091

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

No. 23301 FILED A. M. P. M.
AUG 12 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

OLGA P. MALONE,

Plaintiff,

vs.

HAROLD B. MALONE,

Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED ACTION came on regularly for hearing before the Court at Boise, Idaho, August 13, 1949, the plaintiff appearing in person and with her witness and attorney, and the defendant making no appearance whatever.

It appearing to the court that the defendant Harold B. Malone is not in any military service whatever, and that order establishing that no cause of military service exists precluding entry of default herein has been entered, and that the said defendant has been regularly served with summons and complaint in Ada County, Idaho, for the time and in the manner provided by law, that he hasmade no appearance herein, and that the time for appearance has expired, and that the default of the said defendant in the premises has heretofore been duly entered according to law,

Now, on motion of the plaintiff, the Court proceeds to reception of testimony on behalf of the plaintiff, and being fully advised, express findings of fact and conclusions of law being waived, the Court findsgenerally for the plaintiff and against the defendant, and finds the plaintiff entitled to a decree of divorce, to custody of the minor child Ronald Lee Malone, to award of support for the said minor child, to have set apart to her the real property hereinafter described as her separate estate, and to settlement of the property rights of the plaintiff and defendant in accordance with the terms of the property settlement agreement received in evidence.

IT ISTHEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the bonds of matrimony heretofore existing between the plaintiff Olga P. Malone and the defendant Harold B. Malone be, and they are absolutely dissolved, and the said parties are divorced hereby.

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

2. That the plaintiff Olga P. Malone have, and she is awarded the care, custody and keeping of Ronald Lee Malone, minor child of the parties, and that the defendant Harold B. Malone shall pay to theplaintiff for the support of the said minor child, during his minority, the sum of $50.00 per month, commencing September 1, 1949, and continuing during his minority; the said defendant is given reasonable rights of visitation and to be visited by the said minor child.

3. That the plaintiff Olga P. Malone have, and there is decreed and set over to her, to be her sole and separate property henceforth, free and clear of all claims of the defendant Harold B. Malone, the following described real property, towit:

> The Northeast Quarter of the Northeast Quarter of Section 13, Township 7 South, Range 16, East Boise Meridian; and The Northwest Quarter of the Northeast Quarter of Section 13, Township 7 South, Range 16 East Boise Meridian, all in Jerome County, State of Idaho.

4. That the defendant Harold B. Malone have, and there is set over to him, and decreed to be henceforth his sole and separate property and estate, free and clear of all claims of the plaintiff Olga P. Malone, the following described real property, towit:

> The West Half of the Northwest Quarter of Section 26, Township 9 South Range 16 East of the Boise Meridian, in Twin Falls County, Idaho.

5. That the personal property of the parties shall be divided between them in conformity with the provisions of the property settlement agreement executed by the parties and received in evidence herein, which property settlement agreement is ratified and confirmed hereby.

Rendered, dated and entered August 12, 1949.

Chas. F. Koelsch.

District Judge

Approved as to form
August 12, 1949.

RAYBORN & RAYBORN

Attorneys for Defendant

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of divorce in the case of Olga P. Malone vs. Harold B. Malone

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12 day of August, 1917.

By B. Gustafson, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

* * * * * * * * * * *

COPY
NO. 22169 FILED 11 A.M.
AUG 16 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

RICHARD D. REYNOLDS,
Plaintiff,
-v-
MARIE REYNOLDS,
Defendant.

DECREE OF ANNULMENT

* * * * * * * * * * *

THIS CAUSE, Coming on regularly to be heard by the Court without a Jury on this 16th day of August, 1949, Delana & Delana appearing as counsel for the Plaintiff, and the Defendant not appearing by counsel or otherwise, and it appearing that the Defendant had been duly and regularly served with Summons in said cause as by law required, and that due and proper proof had been submitted showing the Defendant not to have been and not being in the Military Service pursuant to the terms and conditions of the "Soldiers' and Sailors' Relief Act of 1940" or Amendments thereto, and that the time for the Defendant to appear and answer or plead to Plaintiff's Complaint has elapsed, the default of said Defendant for failure to appear and answer or plead to said Complaint, was upon motion of the Plaintiff duly entered, and thereupon witnesses were sworn and examined on the part of the Plaintiff, and evidence having been closed, the cause was submitted to the Court for its consideration and decision; that the Court being fully advised in the premises, renders its decision as follows:

WHEREFORE, BY REASON OF THE LAW AND THE PREMISES, APORESAID, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between the said RICHARD D. REYNOLDS and MARIE REYNOLDS, said Defendant, be, and the same is hereby declared to be null and void.

DATED: Boise, Idaho, This 16 day of August, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE OF ANNULMENT: Richard D. Reynolds

vs. No. 22169

Marie Reynolds

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16th day of August, 1949.

By ..... Deputy.

OTTO F. PETERSON,
Clerk.

7093

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OFIDAHO, IN AND FOR THE COUNTY OF ADA.

COLENE HICKS,

Plaintiff,

vs.

GERALD HICKS,

Defendant.

COPY

NO 22017

FILED

A. M. P. M.

AUG 19 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

DECREE

This matter came on for hearing on the 19th day of August, 1949, before the Court, sitting without a jury, the plaintiff having appeared in person and by her attorney, Vernon K. Smith, Esq. of Boise City, Ada County, Idaho, and the defendant having appeared neither in person nor by counsel, andit appearing from the records and files of said cause that the plaintiff filed her verified complaint alleging grounds for divorce, and that a Summons thereon was issued, which said Summons was served upon the defendant, and that said defendant did not appear and plead within the time specified, and the time for appearance having expired, a default was entered against said defendant.

Whereupon, evidence was introduced from which it appeared that the allegations of plaintiff's complaint are true, and that the plaintiff is entitled to the relief for which she prays, and it further appearing that the plaintiff is a bona fide resident of the State of Idaho, which said fact was duly corroborated;

NOW THEREFORE, It is hereby ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony now and heretofore existing between Colene Hicks and Gerald Hicks are forever dissolved, and that each said party is absolutely freed from the obligations thereof.

Dated this 19th day of August, 1949.

CHAS. F. KOELSCH

District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE : Colene Hicks

vs. No. 22017

Gerald Hicks

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19th day of August, 1949

By Irma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

BESSIE JANE HARVEY,
Plaintiff,
-vs-
GEORGE W. HARVEY,
Defendant.

DECREE

COPY
NO. 22256
FILED
A. M. P. M.
AUG 19 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

The above entitled cause came on regularly to be heard and tried before the Court at Boise, Ada County, Idaho, on the 19th day of August, 1949, the plaintiff appearing in person and by her attorney, Pete Leguineche, and the defendant not appearing in person and otherwise;

And upon said hearing it satisfactorily appearing to the said Court that the said defendant, George W. Harvey, was duly and regularly served with the summons in the above entitled action together with and attached to a copy of the complaint on file in the above entitled action and the said defendant having failed to appear, answer, or otherwise plead to the complaint of plaintiff on file herein, and the time for so answering, or otherwise pleading to the said complaint having expired;

And it satisfactorily appearing to the Court that the said defendant is not in the military service of the United States of America in any capacity, whatsoever, and the default of the said defendant, George W. Harvey having been duly and regularly entered, and the Court having heard the testimony introduced in behalf of the said plaintiff and in support of her said complaint,

and the cause having been thereupon submitted, the Court finds the issues in favor of said plaintiff and against the said defendant and finds that the said plaintiff is entitled to a divorce from the said defendant on the grounds of extreme cruelty;

The Court further finds that the said plaintiff has resided in the State of Idaho for more than six continuous weeks immediately preceding the commencement of the action;

The Court further finds that plaintiff and defendant have acquired and do now own a joint property as follows:

Real Property

The residence home of plaintiff and defendant located at 3920 Cassia Street, Boise, Ada County, Idaho, more particularly described as follows, to-wit:

> Beginning at a point 574.4 feet westerly of the S.E. Quarter of S.E. Quarter of S.W. Quarter of N.W. Quarter of Section Sixteen (16) Township Three (3) N. Range 2 E. of B.M., thence northerly 148.1 feet to an iron pin, thence westerly 89.3 feet to an iron pin, thence southerly 119.3 feet to an iron pin, easterly 85.0 feet to the place of beginning, and further known as Lot One (1), Rhodes Subdivision in Ada County, Idaho.

Personal Property

Furniture and fixtures located in and upon said residence hereinabove described.

A trust fund created from the said defendant's earnings from Falk's Department Store and held in trust at the Idaho First National Bank, Boise Branch, Boise, Idaho, in the approximate sum of Two Thousand Dollars ($2,000.00);

A checking account in the Continental State Bank of Boise, Idaho, in the approximate sum of One Hundred Fifty (150.00) Dollars;

A 1941 Dodge Coupe.

NOW, THEREFORE, IT IS HEREBY ORDERED, adjudged and decreed that the bonds of matrimony heretofore and now existing between plaintiff and defendant be forever dissolved and set aside and

that plaintiff be forever divorced from said defendant;

That the said plaintiff have as her sole and separate property the residence home of plaintiff and defendant hereinabove described, together with all of the furniture and fixtures located in the said residence property, and the checking account in the Continental State Bank.

It is further hereby ordered, adjudged and decreed that the said defendant have as his sole and separate property the said trust fund created for his benefit from his earnings from Falk's Department Store and held in the Idaho First National Bank, Boise Branch, Boise, Idaho, and the said 1941 Dodge Coupe.

Dated this 19th day of August, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE : Bessie Jane Harvey
vs. No. 22256
George W. Harvey

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19th day of August, 1949.

By Irma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ONETA TAYLOR,
Plaintiff,
-vs-
JOHN W. TAYLOR,
Defendant.

COPY
NO 22278
FILED
A. M. P. M.
AUG 19 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

JUDGMENT AND DECREE

THIS CAUSE coming on regularly to be heard on the 19th day of August, 1949, before the Court without a Jury, and the plaintiff, appearing in person and by her attorney, Thos. Y. Gwilliam, and the defendant not appearing in person or by counsel and it appearing to the Court that Summons in the above-entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring, or appearing has expired; that the default of said defendant, JOHN W. TAYLOR, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered; and an Affidavit stating the Defendant is not in the Military Service of the United States having been filed herein;

WHEREUPON, evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears that the allegations of the plaintiff's complaint on file herein are sustained by testimony free from all obligations as to competency, admissibility and sufficiency; and it further appearing that said matters in said complaint alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and

premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

WHEREFORE, it is ORDERED, ADJUDGED, AND DECREED, and this does ORDER, ADJUDGE, and DECREE:

1. That the bonds of matrimony now existing between plaintiff and defendant be, and the same are hereby forever dissolved.

2. That the plaintiff be, and is hereby awarded the care, custody and control of the minor children, to-wit: John Teddy, age 5 years and Roger ~~Willen~~ Willard, age 3 years, with the right in the defendant to visit said minor children at all reasonable times.

3. That the plaintiff be, and is hereby awarded the sum of $20.00 per month for the care, maintenance, and education of said minor children.

Dated and signed this 19th day of August, 1949.

CHAS. F. KOELSCH

District Judge.

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Judgment and Decree: Oneta Taylor

vs. No. 22278

John W. Taylor

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19th day of August, 1949.

By Donna Hill, Deputy.

OTTO F. PETERSON, Clerk.

4

7096

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

COPY

NO. 22303
FILED
A. M. ..... P. M.
AUG 19 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

BARBARA CARR,

Plaintiff,

vs.

JACK ROGER CARR,

Defendant.

DECREE OF ~~DIVORCE~~

This cause coming on regularly to be heard this 19th day of August, 1949, before the court without a jury, plaintiff appearing by her a ttorney, Thos. J.Jones, Jr., Esq., and the defendant not appearing either in person, by attorney, or otherwise, and it appearing that the defendant was duly served pursuant to the manner and method as provided by statute with service of summons and complaint, and that the time for answer has elapsed and that the defendant has refused to plead in this cause within the time allowed by law or at all and that the default of the defendant has been regularly entered thereon, and that the plaintiff having submitted testimony fully corroborated in support of her cause and the court having heard all the evidence or proof submitted and duly considering the same finds all allegations in the plaintiff's complaint are t rue and that the plaintiff is entitled to the relief sought.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, and t his does order, adjudge and decree that the bonds of matrimony heretofore existing between the plaintiff, Barbara Carr, and the defendant, Jack Roger Carr, are hereby dissolved and held for naught, and each of the parties is hereby freed from all the obligations of matrimony thereunder.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the property settlement made and entered into and introduced into evidence in this cause be made a part of this Decree the same as if fully set out in full herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be awarded the custody, control, management and education of the said minor child, Daniel Howard Carr, age seven, until the said child attains his majority, provided, however, that the said defendant may visit the said minor child at any and all reasonable times, and provided further that the said Jack Roger Carr, the defendant, may have Daniel Howard Carr one month each year during the summner months when the said child is not in school.

Done in open court this 19th day of August, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce: Barbara Carr
vs. No. 22303
Jack Roger Carr

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19th day of August, 1949.

By Dana Hill, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

HELEN W. ALLEN,
Plaintiff,
vs.
WILLIAM HAYES ALLEN,
Defendant.

22242
FILED
A.M. P.M.
AUG 19 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

DECREE OF DIVORCE

This cause came on regularly to be heard on the 19th day of August, 1949, upon the verified complaint of the plaintiff herein; and Clarence T. Ward, Attorney-at-Law, appearing for plaintiff and no one appearing for the defendant, and it appearing to the Court that the said defendant, William Hayes Allen, was regularly served with summons issued in this action, and the default of the defendant for failure to answer plaintiff's complaint having heretofore been duly entered in this action, the Court did proceed to hear the evidence submitted on the part of the plaintiff in support of the allegations of the complaint, and proofs having been regularly taken herein, from which it appears that all of the allegations of the complaint are sustained by evidence free from all exceptions as to its competency, admissibility or sufficiency, and it appearing that said matters, so alleged and proven, are sufficient to entitled the plaintiff to the relief prayed for in the complaint, and it appearing that said plaintiff has been a resident of the State of Idaho for a period of more than six full weeks next preceding the commencement of this action, and the Court having heard the evidence and being fully advised in the premises, findings of fact and conclusions of law being duly waived, now, on the motion of Clarence T. Ward,

attorney for plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the said Helen W. Allen, plaintiff, and William Hayes Allen, defendant, be and the same are hereby dissolved and the said plaintiff and defendant and each of them be, and they hereby are, absolutely released from the bonds of matrimony and all obligations thereof;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Helen W. Allen, be and she is hereby given the care, custody and control of said minor child, namely, Barbara Hayes Allen, with the right in the defendant to visit said minor child at reasonable times and places.

Done in open Court at Boise, Idaho, this 19th day of August, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce: Helen W. Allen

vs. No. 22242

William Hayes Allen

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19th day of August, 1949.

By Dana Tiel, Deputy.

OTTO F. PETERSON,
Clerk.

#977

7098

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

JACK M. MARLEY,

Plaintiff,

-vs-

MARILYN JUNE MARLEY,

Defendant.

FILED
NO. 22309
A. M. P. M.
AUG 19 1949
CHRIS D. PETERSON, Clerk
BY IRMA HILL
DEPUTY

DECREE OF DIVORCE

No.22309

The above-entitled cause came on for hearing before the Court in Open Court at Boise, County of Ada, State of Idaho, on the I9th day of August, I949. The plaintiff appeared in person, and through his attorney, Benj. F. Harrison, and the defendant did not appear, either in person, or by attorney.

It appeared to the Court that the defendant had been served with process by personal service of a copy of the summons and complaint within the state as required by law and had failed to appear and answer the plaintiff's complaint filed in said cause, or otherwise plead thereto, and that no further time had been granted the defendant in which to appear and answer or plead to said cause; and it further appearing from plaintiff's affidavit and satisfactory evidence adduced that the defendant is not, and for more than sixty days prior to the commencement of this action has not been, in any branch of military service of the United States of America, or its allied nations, as contemplated by the Soldiers' and Sailors' Civil Relief Act of I940, as amended, and the Court had ordered the Clerk to enter the default of said defendant according to law.

The plaintiff introduced evidence in behalf of his complaint, which was corroborated by the testimony of one witness as to his residence, and the cause was submitted to the Court for decision,

and after considering the evidence and being fully advised, the Court finds the issues in favor of the plaintiff and against the defendant, and that defendant is guilty of extreme cruelty as alleged in plaintiff's complaint, and plaintiff is entitled to have the bonds of matrimony existing between the plaintiff and defendant dissolved, and to be divorced from the defendant; and that it will be to the best interests of the minor child of the parties hereto if it remains in the custody of the plaintiff.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

(Ist) That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same hereby are, dissolved, and the plaintiff divorced from the defendant; and

(2nd) That the plaintiff have the care, custody and control of the minor child of the parties hereto, Cheryl June Marley, until further order of this Court, and the defendant to have the right to visit said child at all reasonable times.

Chas. F. Koelsch
JUDGE OF THE DISTRICT COURT,
THIRD JUDICIAL DISTRICT,
STATE OF IDAHO.

STATE OF IDAHO)
(ss
COUNTY OF ADA)

I, Otto F. Peterson, County Clerk of the County of Ada, in the State of Idaho, and ex-officio Clerk of the District Court of said County and State aforesaid, hereby certify that I have compared the foregoing copy of the divorce decree in the matter of Jack M. Marley vs. Marilyn June Marley with the original on file in said action, filed in my office on the I9th day of August, I949, and that the same is a full, true, and correct copy of the said original, with the indorsements thereon, and of the whole thereof, now on file in this office.

WITNESS My hand and the seal of the said District Court this I9th day of August, I949.

OTTO F. PETERSON
CLERK

(SEAL)

BY Irma Hill
DEPUTY

2-bfh

7099

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

MARY JANE NITZEL,

Plaintiff,

-vs-

CLARENCE E. NITZEL,

Defendant.

FILED 2232 A.M. P.M. AUG 19 1949 EDITH F. PETERSON, Clerk BY IRMA HILL DEPUTY

DECREE OF DIVORCE

#2232

The above-entitled cause came on for hearing before the Court in Open Court at Boise, County of Ada, State of Idaho, on the 19th day of August, 1949. The plaintiff appeared in person, and through her attorney, Benj. F. Harrison, and the defendant did not appear, either in person, or by attorney.

It appeared to the Court that the defendant had been served with process by personal service of a copy of the summons and complaint within the state as required by law and had failed to appear and answer the plaintiff's complaint filed in said cause, or otherwise plead thereto, and that no further time had been granted the defendant in which to appear and answer or plead to said cause; and it further appearing from plaintiff's affidavit and satisfactory evidence adduced that the defendant is not, and for more than sixty days prior to the commencement of this action has not been, in any branch of military service of the United States of America, or its allied nations, as contemplated by the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court had ordered the Clerk to enter the default of said defendant according to law.

The plaintiff introduced evidence in behalf of her complaint, which was corroborated by the testimony of one witness as to her

residence, and the cause was submitted to the Court for decision, and after considering the evidence and being fully advised, the Court finds the issues in favor of the plaintiff and against the defendant, and that defendant is guilty of extreme cruelty as alleged in plaintiff's complaint, and plaintiff is entitled to have the bonds of matrimony existing between the plaintiff and defendant dissolved, and to be divorced from the defendant.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff divorced from the defendant.

Done in Open Court at Boise, Idaho, this 19th day of August, 1949.

Chas. F. Koelsch
JUDGE OF THE DISTRICT COURT,
THIRD JUDICIAL DISTRICT,
STATE OF IDAHO.

STATE OF IDAHO)
(ss
COUNTY OF ADA)

I, Otto F. Peterson, County Clerk of the County of Ada, in the State of Idaho, and ex-officio Clerk of the District Court of said County and state aforesaid, hereby certify that I have compared the foregoing copy of the divorce decree in the matter of Mary Jane Nitzel vs. Clarence E. Nitzel with the original on file is said action, filed in my office on the 19th day of August, 1949, and that the same is a full, true, and correct copy of the said original, with the indorsements thereon, and of the whole thereof, now on file in this office.

WITNESS My hand and the seal of the said District Court this 19th day of August, 1949.

OTTO F. PETERSON
CLERK
BY Dona Hill
DEPUTY

(SEAL)

X

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO 22174
FILED
A. M. P. M.
AUG 22 '49
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

GERALDINE LOWELL,
Plaintiff,

vs.

DALE T. LOWELL,
Defendant.

JUDGMENT AND DECREE

THIS CAUSE Coming on regularly to be heard on the 19th day of August, 1949, before the Court without a jury, plaintiff appearing in person and being represented by MERLIN S. YOUNG, her counsel, and the defendant having failed to appear in person or by counsel, and it appearing to the Court that Summons in the above entitled cause has heretobefore been duly and regularly issued and due service of process on said defendant had, and that the time for answering, demurring or appearing has expired, and that the default of Dale T. Lowell, the defendant, for failing to appear, answer or demur within the time prescribed by law has heretofore been duly entered herein;

WHEREUPON, Evidence duly corroborated as required by law, was introduced by plaintiff, in which it appears to the Court that the allegations of plaintiff's cause of action contained in plaintiff's complaint on file herein are sustained by the testimony, free from all objections as to competency, admissibility and sufficiency; and it further appearing that the matters so alleged and proved are sufficient to entitle the plaintiff to judgment and decree in accordance with the complaint; and the case being closed, and the law in the premises being fully understood by the Court, the Court makes and enters this final judgment and decree:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree:

1. That the bonds of matrimony heretofore and now existing between plaintiff and defendant be forever dissolved.

2. That the Plaintiff is awarded sole custody and control of Dale G. Lowell, minor son of Plaintiff and Defendant.

Dated this 22nd day of August, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Judgment and Decree: Geraldine Lowell
vs. No. 22174
Dale T. Lowell

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of August, 1949.

By Irma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

Copy
NO. 22347
FILED
A.M. P.M.
AUG 23 1949
CLYDE SAGLIS, CLERK
DEPUTY

ANNA M. ANDERSON	)	
Plaintiff,	)	
vs.	)	DECREE OF DIVORCE
GUSTAVE ANDERSON	)	
Defendant,	)	

THIS CAUSE coming on regularly for hearing before the court without a jury the defendant having been duly served with process and having wholly failed to appear or plead in person or by counsel; the default of the defendant having been entered upon showing made to the satisfaction of the court that the defendant is now and for about one year past has been incarcerated in the New York State Penitentiary under sentence of from 2½ to 5 years for the crime of attempted arson, committed in Brooklyn, New York; that he is not now in the Military Service of the United States of America in any capacity whatever; that he is not a person in military service as defined in Sec. 101 (1) of the Act of Congress approved October 17, 1940, and cited as the Soldiers' and Sailors' Relief Act of 1940, or in any other Act of Congress, or of the State Legislature, duly adopted and approved; it further appearing that the premises upon which the said defendant committed arson were the living quarters of the plaintiff and child; and that the defendant was so committed, upon his own confession and plea of guilty, for the crime of attempted arson; and it further appearing, upon plaintiff's second cause of action as contained and set forth in the complaint that the said conduct of the defendant has caused the plaintiff grievous mental suffering, which impaired her health, and the court being fully advised in the premises;

IT IS ORDERED AND DECREED that the care, custody and control of Allan Frederick Anderson, the minor son of the parties be and hereby is awarded to the plaintiff.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff, Anna M. Anderson, and the defendant, Gustave Anderson, be, and they are hereby, dissolved.

Dated this 23rd day of August, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd day of August, 1949.

OTTO F. PETERSON, CLERK,

By B. [illegible]
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * * * *

COPY
NO 22288
FILED
A. M. P. M.
AUG 26 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

MARY L. GOODMAN,

Plaintiff,

-v-

WILLIAM E. GOODMAN,

Defendant.

D E C R E E

* * * * * * * * * * *

THIS CAUSE, Coming on regularly for hearing before the Court at Boise, Ada County, State of Idaho, upon the Plaintiff's Complaint and the Defendant's Answer, and Delana & Delana appearing as Counsel for the Plaintiff, and R. H. Copple appearing as Counsel for the Defendant, witnesses were sworn and examined on the part of the Plaintiff, and the Defendant, declining to introduce any evidence, and said cause having been fully submitted to the Court for its consideration and decision, and the Court having fully considered the same and being fully advised in the premises and findings of fact and conclusions of law having been waived in writing herein;

NOW, THEREFORE, By reason of the law and the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the bonds of matrimony heretofore existing between Plaintiff and Defendant be and the same are hereby dissolved.

That the Agreement by and between the Plaintiff and Defendant, dated the 4th day of May, 1948, in words and figufes as follows:

THIS AGREEMENT, Made and entered ihto this 4th day of May, 1948, by and between WILLIAM E. GOODMAN, Husband, of Salmon, Lemhi County, Idaho, party of the first part, and MARY L. GOODMAN, wife, of Boise, Ada County, Idaho, party of the second part, WITNESSETH, That

WHEREAS, The parties hereto intermarried on December 3, 1935, at Boise, Idaho, and are now husband and wife, and

WHEREAS, Certain differences have arisen between said parties whereby they are not now living together, and

WHEREAS, Said parties own certain real and personal property located at Salmon, in Lemhi County, Idaho, and

WHEREAS, There are two minor children, a daughter, ANITA JOY GOODMAN, Born April 25, 1940, and a daughter, PATRICIA RAE GOODMAN, born May 14, 1945, and,

WHEREAS, Said parties are desirous of entering into a contract effecting a settlement of their property rights and affecting and adjusting among themselves, the custody of and care of said minor children,

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO, as follows:

1. That the parties hereto own as community property:

All of Lots 18, 19, 20 and 21, Block No. 6
Finstur's Addition to the City of Salmon,
Lemhi County, Idaho,

subject to a certain real estate mortgage. That the fair market value of the property is $5000.00, and that the equity of the parties therein is the sum of $500.00. That the first party shall pay the second party the sum of $250.00 on or before 30 days after the execution of this agreement and immediately thereafter, the second party shall make, execute, acknowledge and deliver to the first party a good and sufficient deed conveying her interest therein to the first party.

2. Second party shall be entitled to, as her separate property, the personal property belonging to the parties hereto, consisting of the following items:

Dining Room Set - table, buffett, 6 chairs, 1 arm or hostess chair; Bed, springs, inter-spring mattress, chest of drawers, dressing table; chrome breakfast set, table, and 4 chairs, cook stove, oil burner, 2 end tables, 1 floor lamp - 7 lights.,

also, all of second party's personal effects and the personal effects belonging to said minor children.

3. First party shall have and hold as his sole and separate property, free from any community interest, all other community property belonging to the parties hereto.

4. That, until modified by mutual agreement or by order of a Court of competent jurisdiction, the second party shall have the care and custody of the minor children: ANITA JOY GOODMAN and PATRICIA RAE GOODMAN, from and after the date of the execution hereof, with the right reserved in the first party to visit the said children at any and all suitable, fit and proper times, after reasonable notice given of said visitations, and to have the children with him at such times as the second party may consider proper.

That the first party will give possession of the children to the second party upon the execution hereof, or immediately thereafter.

That until the said children shall have arrived at the age of eighteen years, the first party is to pay to the second party the sum of $25.00 per calendar month for the support of each child, payable as follows: $25.00 on the 15th and $25.00 on the 30th day of each month, for the older and younger of said children, respectively; and that the first party will pay for medical and hospital services rendered the said children, or either of them, in cases of serious illness.

That payment of support money and expenses of serious illness shall be subject to any changed conditions of the parties hereto and their ability to care for said children.

5. It is further understood and agreed, that each of the parties hereto will make, execute and deliver, to the other party or to any prospec-

tive purchasers of said real or personal property, any bill of sale or deeds necessary to carry out the terms and conditions of this agreement, in selling and disposing of said property and dividing the proceeds thereof between the parties hereto.

6. That any and all property acquired by either of the parties hereto from and after the date hereof shall be the sole and separate property of the one so acquiring the same, and each of the parties hereto respectively grants to the other all such future acquisitions of property as the sole and separate property of the one so acquiring the same.

7. That each of said parties shall have an immediate right to dispose of or bequeath by will, his or her respective interests in and to all property belonging to him or to her from and after the date hereof, and the said right shall extend to all of the aforesaid dates, hereof, and the same right shall extend to all of the aforesaid future acquisitions of the property, as well as to all property set over or reserved to either of the parties hereto under this Agreement.

8. That said parties hereto each hereby waives any and all right to the estate of the other left at his or her death, and forever quit-claims any and all right to share in the same of the other by the laws of succession, and the said parties hereby release one to the other all rights to be administrator or administratrix, or executor or executrix, of the estate of the other, and hereby release and waive all right to inherit under any will of the other, and each of the said parties hereto waives any and all right to homestead in the real property of the other, and the said parties hereby waive any and all right to the estate or any interest in the estate of the other for family allowance by way of inheritance or otherwise, and from the date of this agreement said waiver of either of the parties hereto in the estate of the other party shall be effective and they and each of them shall have all the rights of single persons and maintain the relation of such toward each other.

9. In case any action or proceedings shall hereafter be commenced in any jurisdiction by or in behalf of either of the parties in which a judgment or decree of divorce or of separation shallbe sought or made, or entered in favor of either party, it is hereby covenanted and agreed by and between the parties hereto that neither party will in any manner apply for a modification of the terms of this agreement and that this agreement shall be filed as a part of such proceedings and shall be subject to the approval of the Court and as approved made a part of any decree entered in such proceedings and that no application shall be made by the wife for alimony, counsel fees or Court costs in any such proceedings, and it is further agreed that this agreement and all of its terms and provisions shall survive and continue in force and effect whether or not a decree of divorce or separation shall ever be made in any action between the parties hereto in any jurisdiction; it being understood and agreed between the parties hereto that the provisions hereof are in full satisfaction of the obligations of the parties hereto toward each other and of the estate of each of them toward each other, and in any and every event including any and all claims by the wife against the husband for alimony and support and maintenance.

10. Each of the parties to this agreement hereby solemnly and specifically avers that the foregoing agreement has been entered into without undue influence, fraud, coercion or misrepresentation or for any cause or reason whatsoever except as herein specified.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

William E. Goodman
Party of the First Part.

MARY L. GOODMAN
Party of the Second Part.

be and such agreement is hereby ratified, confirmed and approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, as follows:

That the Plaintiff is awarded the custody of the minor children of Plaintiff and Defendant, namely, ANITA JOY GOODMAN, whose birth date is April 25th, 1940, and PATRICIA RAE GOODMAN, whose birthdate is May 14th, 1945. The Defendant shall have the right to visit said children at any and all suitable, fit and proper times, after reasonable notice given of said visitations, and to have the children with him at such reasonable, fit and proper times as the parties may feel just.

That the Defendant shall pay to the Plaintiff for the support of said children the sum of $25.00 per calendar month for the support of each child, payable as follows: TWENTY-FIVE DOLLARS AND NO/100($25.00) on the fifteenth (15th), and TWENTY-FIVE DOLLARS AND NO/100 ($25.00) on the thirtieth day of each month, for the older and younger of said children, respectively, and that the Defendant will pay for medical and hospital services rendered to said children or either of them in cases of serious illness. That said monthly support of said children and medical and hospital services to be rendered, said children, shall be paid by the Defendant until the said children shall have arrived at the age of eighteen years.

DATED: August 26th, 1949.

CHAS. F. KOELSCH

District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE: Mary L. Goodman

vs. No. 22288

William E. Goodman

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26th day of August, 1949.

By Dona Hill, Deputy.

OTTO F. PETERSON, Clerk.

7103

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * * *

LUELLA PAINTER,

Plaintiff,

-v-

STERLING S. PAINTER,

Defendant.

D E C R E E

NO. 22319
FILED P. M.
A. M.
AUG 26 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

* * * * * * * *

THIS CAUSE, Coming on regularly to be heard by the Court without a jury, this 26th day of August, 1949, Delana & Delana, appearing as counsel for the Plaintiff, and it appearing that the Defendant had been duly and regularly served with Summons and Complaint in said action, and that due and proper proof had been submitted showing the Defendant not to have been and not being in the Military Service pursuant to the terms and conditions of t e "Soldiers' and Sailors' Relief Act of 1940" and that default had been duly and regularly entered in said action, THEREUPON, Witnesses were sworn and examined on the part of the Plaintiff, and the evidence having been closed, the cause was submitted to the Court for its consideration and decision, and the Court being fully advised in the premises, renders its decision as follows:

NOW, THEREFORE, By reason of the law and the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between Plaintiff and Defendant be and the same is here by dissolved.

DATED: This 26th day of August, 1949.

CHAS. F. KOELSCH

District Judge.

1103

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE: Luella Painter

vs. No. 22319

Sterling S. Painter

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26th day of August, 1949.

By Irma Hall, Deputy.

OTTO F. PETERSON,
Clerk.

7104

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO. 22314
FILED
A. M. P. M.
AUG 26 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

MURRAY HARDIN,

Plaintiff,

vs.

PAULINE HARDIN,

Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED action came on regularly to be heard before the court at Boise, Idaho, August 26, 1949, the plaintiff appearing in person and with his attorney Ariel L. Crowley, the defendant making no appearance whatever.

It appearing to the court that due and lawful service of summons and complaint has been had and made for the time and in the manner provided by law, that the defendant has made no appearance within the time limited by law, that the defendant is in no military service whatever, and that order establishing that no cause of military service exists precluding entry of default has been entered, and that the default of the defendant in the premises has been duly entered,

Now, on motion of the plaintiff, the court proceeds to reception of testimony on behalf of the plaintiff, and being fully advised, express findings of fact and conclusions of law being waived, the court finds generally for the plaintiff and against the defendant, and finds that the plaintiff is entitled to decree of divorce upon the ground of no cohabitation for more than five years before the commencement of this action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the bonds of matrimony heretofore existing between the plaintiff Murray Hardin and the defendant Pauline Hardin be, and they are absolutely dissolved, and the said parties are finally divorced hereby.

Dated, rendered and entered August 26, 1949.

CHAS. F. KOELSCH
District Judge

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

7101

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce: Murray Hardin

vs. No. 22314

Pauline Hardin

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26th day of August, 1949.

OTTO F. PETERSON,
Clerk.

By Irma Hill, Deputy.

7105

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR ADA COUNTY.

COPY

NO. 22307

FILED

A. M. AUG 26 '49 P. M.

AUG 23 2010

OTTO F. PETERSON, Clerk

BY IRMA HILL DEPUTY

TWYLA J. JACOBSON,

Plaintiff.

-vs-

ORVAL M. JACOBSON,

Defendant.

DECREE OF DIVORCE

On this 26th day of August, 1949, this cause came regularly on for trial in open court, the plaintiff appearing in person and with her witnesses and being represented by Geo. H. van de Steeg, her attorney of record in the action, and the defendant appearing not at all, and it appearing to the court from the records and files of the cause that said defendant has been duly served according to law with the summons in this action, and that he has failed to appear, answer or otherwise plead to the complaint of the plaintiff herein, and that the time allowed by law for him so to do has now fully expired, and that said defendant is in default for want of appearance; and it further appearing that said defendant is not engaged in the military and/or naval service of the United States within the provisions of the Act of Congress of 1940, and its amendments, known as the Soldier's and Sailor's Civil Relief Act; now, therefore, on motion of Geo. H. van de Steeg, attorney for said plaintiff:

It is hereby ordered and decreed that said defendant is in default and judgment of default is hereby rendered against him, and the Clerk of this Court is hereby directed to enter judgment of default against the said defendant upon the minutes and in the records of this Court in this cause.

AND THEREUPON, the Court proceeded with the trial of the cause, and plaintiff and her witnesses were duly sworn to testify, and did testify, and the Court being now fully advised in the premises finds that the allegations contained in plaintiff's

complaint are true, and that the plaintiff is entitled to a divorce on the grounds of extreme cruelty.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the said plaintiff and the said defendant, be, and hereby are, dissolved and set at naught and the said plaintiff is hereby granted a decree of divorce against the said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff's maiden name, to-wit: Twyla J. Suiter, is hereby restored to the said plaintiff.

Done in open Court this 26th day of August, 1949.

CHAS. F. KOELSCH

District Judge.

7105

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce: Twyla J. Jacobson vs. Oswal M. Jacobson No. 22307

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26th day of August, 1949

By Dona Hill, Deputy.

OTTO F. PETERSON, Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

PEARL LYELLS,
Plaintiff,
-vs-
WILLIAM LYELLS,
Defendant.

COPY
NO. 22327
FILED
A.M. P.M.
AUG 29 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

D E C R E E

The above entitled cause came on regularly to be heard and tried before the Court at Boise, Ada County, Idaho, on the 26th day of August, 1949, the plaintiff appearing in person and by her attorney, Pete Leguineche, and the defendant not appearing in person or otherwise;

And upon said hearing it satisfactorily appearing to the said Court that the said defendant, William Lyells, was duly and regularly served with the summons in the above entitled action together with and attached to a copy of the complaint on file in the above entitled action and the said defendant having failed to appear, answer, or otherwise plead to the complaint of plaintiff on file herein, and the time for so answering, or otherwise pleading to the said complaint having expired;

And it satisfactorily appearing to the Court that the said defendant is not in the military service of the United States of America in any capacity, whatsoever, and the default of the said defendant, William Lyells, having been duly and regularly entered, and the Court having heard the testimony introduced in behalf of the said plaintiff and in support of her said complaint, and the cause having been thereupon submitted, the Court finds

the issues in favor of said plaintiff and against the said defendant and finds that the said plaintiff is entitled to a divorce from the said defendant on the grounds of mutual separation without cohabitation for a period of more than five continuous years.

The Court further finds that the said plaintiff has resided in the State of Idaho for more than six continuous weeks immediately preceding the commencement of the action;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between plaintiff and defendant be forever dissolved and set aside and that plaintiff be forever divorced from said defendant.

Dated this 29th day of August, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Pearl Lyells
vs. No. 22327
William Lyells

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of August, 1949.

By Irma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

HARVEY E. HALL,
Plaintiff,
-vs-
GRACE E. HALL,
Defendant.

COPY
NO. 22210
FILED
A. M. P. M.
AUG 26 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

JUDGMENT AND DECREE

THIS CAUSE coming on regularly to be heard on the 26th day of August, 1949, before the Court without a jury, and the plaintiff, appearing in person and by his attorney, Thos. Y. Gwilliam, and the defendant not appearing in person or by counsel and it appearing to the Court that Summons in the above-entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring, or appearing has expired; that the default of said defendant, GRACE E. HALL, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered; and an Affidavit stating the Defendant is not in the Military Service of the United States having been filed herein;

WHEREUPON, evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears that the allegations of the plaintiff's complaint on file herein are sustained by testimony free from all obligations as to competency, admissibility and sufficiency; and it further appearing that said matters in said complaint alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed

and the law and premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

WHEREFORE, it is ORDERED, ADJUDGED, and DECREED, and this does ORDER, ADJUDGE, and DECREE:

1. That the bonds of matrimony now existing between plaintiff and defendant be, and the same are hereby forever dissolved.

2. That the plaintiff be awarded the balance due on the real property sold at Pocatello and that the defendant be awarded the $1,000.00 cash and household furniture and 1940 Ford sedan.

Dated and signed this 26th day of August 1949.

CHAS. F. KOELSCH

District Judge

7107

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree: Harvey E. Hall vs Grace E. Hall No. 22210 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26th day of August, 1949

By Dona Hill, Deputy.

OTTO F. PETERSON, Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

TWILA McCLELLAN,

Plaintiff,

-vs-

RONALD McCLELLAN,

Defendant.

COP
NO 22275
FILED
A. M.
AUG 26 1949
OTTO F. PETERSON,
BY IRMA
DEPUTY

JUDGMENT AND DECREE

THIS CAUSE coming on regularly to be heard on the 26th day of August, 1949, before the Court without a jury, and the plaintiff appearing in person and by her attorney, W. W. WANDER, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons, in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring, or appearing has expired; that the default of said defendant, RONALD McCLELLAN, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered; and an affidavit stating that the defendant is not in the Military Service of the United States having been filed herein.

WHEREUPON, evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that the allegations of plaintiff's complaint on file herein are sustained by testimony free from all obligations as to competency, admissibility and sufficiency; especially that the defendant has deserted the said minor child and has absolutely failed to contribute anything toward the support of said child, and it further appearing that said matters in said complaint so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

WHEREFORE, It is ORDERED, AJUDGED AND DECREED, and this does, ORDER ADJUDGE, AND DECREE:

1. That the bonds of matrimony now existing between plaintiff and defendant be, and the same are hereby forever dissolved.

2. That the care, custody and control of the minor child of the plaintiff and defendant, to-wit: David Eugene McClellan, be awarded to the plaintiff.

Dated and Signed this 26th day of August, 1949.

CHAS. F. KOELSCH
District Judge.

7108

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Judgment and Decree: Twila McClellan
vs. No. 22275
Ronald McClellan

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26th day of August, 1949

By Irma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

4

7109

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * *

COPY

NO. 22329
FILED
A. M. P. M.
AUG 26 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

VERA G. RHODES,
Plaintiff,
vs.
ELONZO NEWTON RHODES,
Defendant.

D E C R E E

* * * * * * *

THIS CAUSE, Having been brought on to be heard this 26th day of August, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in La Grande, Union County, Oregon, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Elonzo Newton Rhodes, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Vera G. Rhodes, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of Alfred George Rhodes, the minor child of plaintiff and defendant be awarded to the plaintiff herein and that the said defendant may have the privilege to visit the said minor child at all reasonable and proper times and places while said minor child is under the care, custody and control of the plaintiff.

DATED At Boise, Idaho, this 26th day of August, 1949.

CHAS. F. KOELSCH

District Judge.

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE : Vera G. Rhodes

vs. No. 22329

Elonzo Newton Rhodes

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26th day of August, 1949.

By Irma Hill, Deputy.

OTTO F. PETERSON, Clerk.

7110

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

GEORGIA MENTELL,
Plaintiff,
-vs-
KING V. MENTELL,
Defendant.

No. 22323
FILED A. M. P. M.
AUG 26 1949
OTTO F. PETERSON, Clerk
BY IRMA HALL DEPUTY

DECREE OF DIVORCE

#22323

The above-entitled cause came on for hearing before the Court in Open Court at Boise, County of Ada, State of Idaho, on the 26th day of August, 1949. The plaintiff appeared in person, and through her attorney, Benj. F. Harrison, and the defendant did not appear, either in person, or by attorney.

It appeared to the Court that the defendant had been served with process by personal service of a copy of the summons and complaint within the state as required by law and had failed to appear and answer the plaintiff's complaint filed in said cause, or otherwise plead thereto, and that no further time had been granted the defendant in which to appear and answer or plead to said cause; and it further appearing from plaintiff's affidavit and satisfactory evidence adduced that the defendant is not, and for more than sixty days prior to the commencement of this action has not been, in any branch of military service of the United States of America, or its allied nations, as contemplated by the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court had ordered the Clerk to enter the default of said defendant accoring to law.

The plaintiff introduced evidence in behalf of her complaint, which was corroborated by the testimony of one witness as to her residence, and the cause was submitted to the Court for decision,

and after considering the evidence and being fully advised, the Court finds the issues in favor of the plaintiff and against the defendant, and that defendant is guilty of wilful desertion and wilful neglect as alleged in plaintiff's complaint, that the plaintiff is a fit and proper person to have the custody and control of the minor children of the parties hereto, that defendant is able to and should contribute to the support and maintenance of said children, and plaintiff is entitled to have the bonds of matrimony existing between the plaintiff and defendant dissolved, and to be divorced from the defendant.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED and DECREED as follows:

(1st) That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff divorced from the defendant; and

(2nd) That the plaintiff have the care, custody and control of the minor children of the parties hereto, namely, Dennis King Mentell and Marlene Rae Mentell, subject to defendant's right to have said children visit with him during the school vacation months of June, July and August of each year; and

(3rd) That the defendant shall pay to the plaintiff the sum of ten ($10.00) dollars per week for the support and maintenance of each said child, and the first payment to be made on the first Tuesday following the date of this decree, and on each and every Tuesday thereafter until said child, or children, reaches the age of majority, dies or is married, except for such times that said child, or children, may be visiting with the defendant; and

(4th) That the separation agreement made and entered into by the parties hereto is hereby approved and confirmed.

Chas. F. Koelsch
JUDGE OF THE DISTRICT COURT,
THIRD JUDICIAL DISTRICT,
STATE OF IDAHO.

STATE OF IDAHO)
(ss
COUNTY OF ADA)

I, Otto F. Peterson, County Clerk of the County of Ada, in the State of Idaho, and ex-officio Clerk of the District Court of said County and State aforesaid, hereby certify that I have compared the foregoing copy of the divorce decree in the matter of Georgia Mentell vs. King V. Mentell with the original on file in said action, filed in my office on the 26th day of August, I949, and that the same is a full, true, and correct copy of the said original, with the indorsements thereon, and of the whole thereof, now on file in this office.

WITNESS My hand and the seal of the said District Court this 26th day of August, I949.

OTTO F. PETERSON
CLERK

BY Dana Tiel
DEPUTY

(SEAL)

7111

IN THE DISTRICT COURT

OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF ADA

* * *

COPY

NO. 22322 FILED P.M.

A.M. AUG 26 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL DEPUTY

Verle Jennings, Plaintiff

vs.

Frances Jennings, Defendant.

DECREE OF DIVORCE

* * * *

In this action, the defendant Frances Jennings having been regularly served with process and having failed to appear in answer to the plaintiff's complaint herein and the legal time for answering having expired and it appearing that the defendant is not in the Military Service, the default of said defendant in the premises having been duly entered according to law and the matter coming on this day to be heard and witnesses being sworn and testified on the part of the plaintiff and it appearing from the evidence that the allegations of plaintiff's complaint are true and during the married life of plaintiff and defendant, defendant has treated plaintiff with extreme cruelty and inflicted upon plaintiff, grevious mental worry and suffering to the degree that it has defeated the objects and purposes of matrimony and that plaintiff, because thereof is entitled to a decree of divorce.

And it further appearing that there are three minor children, the issue of said marriage as alleged in said complaint and that the defendant is not a fit or proper person to have the custody of said children and that plaintiff if given the custody of said minor children is capable and able to afford such children a proper home and proper care and it is for the best interests of said minor children that the children be awarded to the plaintiff and it further appearing that the community automobile is necessary for plaintiff to go back and forth to his work and that the furniture is required for the proper care and keeping of the minor children.

WHEREFORE, by reason of the law and premises aforesaid, it is ordered, adjudged and decreed that the marriage between the plaintiff, Verle Jennings and

HARRY S. KESSLER
ATTORNEY AT LAW
BOISE, IDAHO

the defendant, Frances Jennings be dissolved and the same is hereby dissolved accordingly; and the said parties are and each of them is free and absolutely released from the bonds of matrimony and all obligations thereof.

And it is further ordered, adjudged and decreed that the plaintiff, Verle Jennings have and is hereby awarded the sole charge, control and custody of the three minor children, the issue of said marriage to-wit: Evelyn May Jennings, 1 year; Linda Fay Jennings, 2 years, and Leland Verle Jennings, 4 years. The defendant however, shall have the right to visit said children at all reasonable times and on proper occassions.

And it is further, ordered, adjudged and decreed that the community property belonging to plaintiff and defendant be awarded as follows: that plaintiff have the automobile, he to pay the amount of the lien against same and that plaintiff be awarded the clothing and furniture needed and used for thecare of the minor children.

Dated August 27th, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce: Verle Jennings
vs. No. 22322
Frances Jennings

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26th day of August, 1949.

By Irma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

HARRY S. KESSLER
ATTORNEY AT LAW
BOISE, IDAHO

IN THE DISTRICT COURT FOR THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO 22295 FILED P. M.
A. M.
AUG 29 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

KEITH SOUDERS,

Plaintiff,

-vs-

OLIN SOUDERS,

Defendant.

DECREE OF DIVORCE

This matter coming on regularly to be heard before the Judge of the above entitled Court, plaintiff appearing by her attorney, Paul S. Boyd, Boise, Idaho, and the defendant having been duly and regularly served in the manner provided by law, and having failed to enter an appearance therein within the period of twenty days, as provided by law, and his default having been entered therefor, testimony was introduced on behalf of the plaintiff. It appearing therefrom that the plaintiff is entitled to the relief prayed for in her complaint and that she have and there be awarded her a Decree of Divorce on the grounds of extreme cruelty;

IT IS HEREBY ORDERED, ADJUDGED, and DECREED That the bonds of matrimony now existing between the plaintiff and the defendant be, and they hereby are, dissolved and each of the parties is restored to the status of a single, unmarried person, and

IT IS FURTHER ORDERED, ADJUDGED and DECREED That the care, custody and control of the minor children, Olin Souders, Jr. and Robert Gene Souders be and hereby are awarded to the plaintiff, and

IT IS FURTHER ORDERED That the sum of $ 40.00 per month is hereby awarded to the plaintiff for the care, control, education, and support of said minor children.

Dated this 29th day of August, 1949.

CHAS. F. KOELSCH

DISTRICT JUDGE

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce: Edith Sanders

vs No. 22295

Olin Sanders

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of August, 1949.

By Dona Lick, Deputy.

Otto F. Peterson
Clerk.

7113

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF ADA

COPY

NO. 22266
FILED
_____ A. M. _____ P. M.
AUG 30 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

BERLYCE V. DECK,

Plaintiff

v

WILLIAM H. DECK,

Defendant

DECREE

THIS CAUSE, coming on regularly to be heard by the Court without a jury, this 30th day of August, 1949, Delana & Delana, appearing as counsel for the plaintiff, and it appearing that the defendant has been duly and regularly served with Summons and Complaint in said action, and that due and proper proof had been submitted showing the defendant not to have been and not being in the military service pursuant to the terms and conditions of the "Soldiers' and Sailors' Relief Act of 1940" and that default had been duly and regularly entered in said action, THEREUPON witnesses were sworn and examined on the part of the plaintiff, and the evidence having been closed, the cause was submitted to the Court for its consideration and decision as follows:

NOW, THEREFORE, by reason of the law and the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between plaintiff and defendant be and the same is hereby dissolved.

Dated this 30th day of August, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Berlyce V. Deck

vs. No. 22266

William H. Deck

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of August, 1949.

By Irma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT IN AND FOR THE STATE OF IDAHO-----BANNOCK COUNTY.

No. 15888

LOIS ROBINSON
Plaintiff
vs
George W Robinson.
Defendant

DECREE

F I L E D
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
1948 JUL 14 AM 11:52

The above entitled action came on regularly to be heard and tried be - fore this Court,sitting without a jury on the 14th day of July 1949, the plaintiff appearing in person and by Attorney; and the defendant having accepted the service of Summons together with copy of complaint does not appear in person or by attorney.

Upon the hearing it appearing to the satisfaction of the Court,that the defendant herein,George W Robinson,did on the 23rd day of June 1949m,ac- cept service of the Summons together with copy of Complaint.

And the defendant,having failed to appear and answer said complaint of Plaintiff,and the time for answering having expired,and no answer of demurrer having been filed and default of the defendant having been duly entered according to law; and the Court having heard the testimony intro duced in behalf of the plaintiff and in support of her complaint,and the cause having been submitted; the Court having duly considered the law and the evidence,and it appearing satisfactorily to the Court, that each and all of the material allegation and averements in behalf of plaintiff's Complaint are true.

Now,therefore, it is ordered adjudged and decreed,that the plaintiff above named is entitled to a divorce upon the grounds stated in her complaint,and that the bonds of matrimony heretofore existing between the plaintiff and the defendant should be and is hereby dissolved,and the parties herein and each of them are restored to the Statu of a sin- gle person.

It is further ordered adjudged and decreed,that the defendant do pay to Attorney for the Plaintiff,as Attorney fees the sum of $100.00 One hundred dollars,and the costs of this Court in the sum of $15.00 fif- teen dollars.

Dated this 14th day of July 1949.

Isaac McDougal.
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Lois Robinson, Plaintiff -vs- George W. Robinson, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 31st day of August, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED
ANNA KEEFE

1949 AUG -1 PM 2:05
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF BANNOCK

1936

A. E. CHRISTENSEN,)
Plaintiff,)
vs.) JUDGMENT AND DECREE
MARJORIE CHRISTENSEN,)
Defendant.)

20/7

7115

This cause came on regularly for hearing before the Honorable Isaac McDougall, District Judge of the above Court, at Pocatello, Bannock County, Idaho, on the 1st day of August, 1949. Plaintiff appeared in person and with his counsel, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by counsel.

IT APPEARED To the Court that Summons and Complaint in this cause were duly and regularly served by personal service thereof upon the defendant, but that said defendant failed within the time allowed by law, or at all, to appear and plead to or answer the Complaint of the plaintiff herein; and

IT FURTHER APPEARED That the defendant is not in the Armed Forces of the United States and that the default of the defendant for failing to appear and plead was duly and regularly entered. Evidence both oral and documentary was thereupon introduced for and on behalf of plaintiff by plaintiff and a witness, free from all objections as to its competency, and from the evidence the Court finds that all of the material allegations of plaintiff's Complaint are true and correct and such are found to be the facts, and that the plaintiff is entitled to the relief prayed for in the Complaint.

IT FURTHER APPEARED That subsequent to the filing of the Complaint herein, the parties to this action entered into a written Stipulation, by the terms of which they agreed upon the custody of the minor child, alimony and support of the minor child, which Stipulation has been presented to the Court, and the Court further orders that said Stipulation is approved by the Court, and the terms thereof are hereinafter incorporated in this Decree; and the making of Findings of Fact and Conclusions of Law were waived by the default of the defendant.

NOW, THEREFORE, The Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and that plaintiff be, and he is hereby awarded an absolute divorce from the defendant.

2. That the care, custody and control of the minor child namely, Claudia Marie Christensen, now aged 19 months, be, and the same is hereby awarded to the defendant with the right on the part of plaintiff to visit said child at all reasonable times and places.

3. That the plaintiff is hereby required to pay to defendant for the support and maintenance of said minor child, the sum of $35.00 per month, the first payment to be made August 15, 1949, and a like sum to be paid on the 15th of each and every month thereafter until said child reaches the age of 18 years, or until further order of the Court.

Dated this 1st day of August, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

A. E. Christensen, Plaintiff -vs- Marjorie Christensen, Defendant.

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st day of August, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7116

FILED
Anna Keeler

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

1949 AUG 2 AM 11:15

15926

IN AND FOR THE COUNTY OF BANNOCK

CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

LUCILLE BLACKBURN,)
:
Plaintiff, :
:
- vs - : DECREE
:
J. WILEY BLACKBURN, :
:
Defendant.)

This cause came on regularly to be heard before the undersigned District Judge in his Chambers at Pocatello, Idaho, on the 2nd day of August, 1949.

The plaintiff appearing in person and by her attorneys, Jones, Pomeroy & Jones, and no one appearing for or in behalf of the above named defendant, and it appearing to the Court that the defendant was duly served with a summons and complaint in said action and failed to appear, plead or answer to the complaint within the time provided by law or at all.

UPON MOTION of the attorneys for the plaintiff, default was entered against the defendant.

It appearing to the court that no evidence was offered for and on behalf of defendant and evidence being offered and received for and in support of the complaint of plaintiff. Evidence being closed, the case was submitted to the court for consideration and decision and after due deliberation thereon the court ordered that judgment be entered in favor of the plaintiff and against the defendant in accordance with the prayer of the said complaint, and that all the allegations in said complaint of the plaintiff are true and such are found to be the fact.

NOW, THEREFORE, the law and the evidence being by this court fully understood and considered;

IT IS ORDERED, ADJUDGED AND DECREED (1) that the bonds of matrimony now existing between plaintiff and defendant be and they hereby are absolutely dissolved and held for naught and each of the parties restored to the status of a single person; (2) that the care, custody and control of the minor children of the parties hereto, namely Janet Blackburn, of the age of approximately three years; and Bruce W. Blackburn, of the age of approximately two years, be, and they are hereby awarded to plaintiff herein with right of visitation by defendant at any reasonable time and place.

Dated, this 2nd day of August, 1949.

ISAAC McDOUGALL
District Judge.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Lucille Blackburn, Plaintiff -vs- J. Wiley Blackburn, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 13th day of August, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7117

ANNA KEEFE

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

1949 AUG -3 PM 12:30

IN AND FOR THE COUNTY OF BANNOCK.

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

15746

PAULINE S. NELSON,)

Plaintiff,)

vs.) JUDGMENT AND DECREE.

JOSEPH K. NELSON and FIRST SECURITY BANK OF IDAHO, N. A., PRESTON BRANCH, a corporation,)

Defendant.)

This cause came on regularly for hearing before the Honorable Isaac McDougall, District Judge of the above Court, at Pocatello, Bannock County, Idaho, on the 3rd day of August, 1949. Plaintiff appeared in person and with her counsel, Black & Black of Pocatello, Idaho; the defendant, Joseph K. Nelson, has heretofore appeared through and by his counsel of records, Ben Johnson, of Preston, Idaho; That the defendant, Joseph K. Nelson, has by Stipulation withdrawn his Demurrer and refused to plead further and his default in the premises has been duly and regularly entered, and the case being now ready for trial;

Evidence was offered on behalf of the plaintiff, both oral and documentary, and in support of all of the material allegations of her Complaint, and her evidence having been corroborated. Counsel for the respective parties Stipulated thewaiving of the making of Findings of Fact and Conclusions of Law, and the Court being fully advised in the premises finds that the Summons and Complaint in this cause were duly and regularly served upon the defendant and that the defendant appeared by filing a Demurrer, that the Demurrer was withdrawn and defendant refused to plead further and his default has been entered according to law, and the case has been submitted to the Court;

THE COURT FURTHER FINDS That the defendant is not in the Armed Forces of the United States, and that the evidence offered by the plaintiff is sufficient to sustain all the material allegations of her Complaint, and that she is entitled to relief.

THE COURT FURTHER FINDS That subsequent to the filing of the Complaint herein, the parties to this action entered into a written Stipulation by the terms of which they agreed upon a division of the community property, custody of the minor children, support for the minor children, alimony, attorneys fees and Court costs, and the Court finds that said Stipulation is just and proper,

and hereby approves the same, and the terms thereof are hereinafter incorporated in this Decree, and the Court being now fully advised in the premises, and the matter having been fully submitted to the Court:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and that the plaintiff is awarded an absolute divorce from the defendant, and the parties are restored to their status as single persons.

2. That the care, custody and control of the three minor children of the parties, namely, Sarah Meredith Nelson, now aged 15 years, Bart Nelson, now aged 10 years, and Bruce Nelson, now aged 10 years, is hereby awarded to the plaintiff during their minority, subject however to the right of the said defendant to visit said children at all reasonable times, and to have said children visit with him during the summer school vacation each year, during half of said vacation, and at such other times as may be mutually agreeable.

3. That the defendant is hereby required to pay to plaintiff for the support and maintenance of the said minor children, the sum of $25.00 per month, the first payment to be made September 1, 1949, and a like payment to be made on the 1st of each and every month thereafter until said children reach the age of majority.

4. That there is hereby awarded to plaintiff as her sole and separate property, the following described property situated in Preston, Franklin County, more particularly described as follows, to-wit:

REAL PROPERTY:

Commencing at a point 40 rods West and 16 rods North of the Southeast corner of the SW¼ of Section 23, Twp. 15 S. R. 39 E.B.M.; thence North 7 rods; thence East 12 rods; thence South 7 rods; thence West 12 rods to the place of beginning.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

PERSONAL PROPERTY:

All of the household goods and furniture situated in and upon said above-described real property.

All bank accounts standing in plaintiff's name containing funds which plaintiff has earned herself.

1941 Chevrolet automobile now in plaintiff's possession.

That the foregoing award of property to the plaintiff shall be in lieu of and in final settlement of all claims of the plaintiff against the defendant for

rights in the community property, alimony, Court costs, attorneys fees, and in partial settlement of plaintiff's claim against the defendant for support of the children of the plaintiff and the defendant.

5. That the Restraining Order now entered in the within action, restraining the defendant from withdrawing any moneys on deposit in the First Security Bank of Preston, Idaho, in his name, is hereby dissolved, and that all of said moneys now on deposit in said bank in the name of said defendant, are hereby awarded to defendant as his sole and separate property, together with any and all moneys or personal property now in defendant's possession, wherever they may be situated.

6. That the 1941 Chevrolet automobile now in defendant's possession, is hereby awarded to the defendant as his sole and separate property.

Dated this 3rd day of August, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Pauline S. Nelson, Plaintiff -vs- Joseph K. Nelson and First Security Bank of Idaho, N. A. Preston Branch, a corporation

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 13th day of August, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

15924

VIDA JENSEN, Plaintiff, vs. ALVIN W. JENSEN, Defendant.	DECREE OF DIVORCE

This matter came duly on for hearing before the undersigned District Judge of the above entitled court, in his Chambers in Pocatello, Idaho, on the 6th day of ~~July~~ August, 1949.

The plaintiff appeared in person and by her attorney, F. E. Tydeman.

The defendant failed to appear, either in person or by his attorney.

It appearing that a duly verified complaint was filed in the above entitled matter, and that thereupon a summons was issued; and,

It further appearing that the said summons was duly served upon the defendant, and the said summons with due proof of service thereof has been filed in the above entitled court, and is now on file herein, and that the defendant has failed to appear and plead to the said complaint within the time specified in said summons and is in default therefor; and

It further appearing that the clerk of the above entitled court has duly entered the defendant's default, and the plaintiff being entitled to proceed with proof of the allegations of his complaint, testimony was heard by the court in support of said complaint, and from said testimony it appears that the allegations thereof are true;

That for more than six weeks prior to the filing of the said complaint herein and at the time of the hearing, the plaintiff was an actual bona fide resident of the State of Idaho; that the parties

hereto were married at Rexburg, Idaho, on the fifth day of April, 1922, and have been husband and wife since that date; that the community property of the parties consisted of household furniture and house moving equipment; that there is one minor child of the parties hereto, to-wit, Donald Jensen; that the said child is now in the custody of the plaintiff; that the defendant has been guilty of extreme cruelty within the meaning of the statutes relative to grounds for divorce in the State of Idaho.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the parties be dissolved and the parties restored to the status of single persons.

That the custody of the child of the parties, to-wit, Donald Jensen, is hereby awarded to the plaintiff; and the defendant is ordered to pay to the plaintiff for the support and maintenance of the said minor child the sum of $25.00, and in addition thereto the sum of $25.00 per month beginning this day.

That all of the household furniture belonging to the parties hereto is awarded to the plaintiff, and the plaintiff do have and recover from the defendant the sum of $1,000.00.

That the plaintiff do have and recover from the defendant the sum of $100.00 which is hereby determined to be a reasonable sum to be allowed as an attorney's fee and the sum of $16.40 for her costs and disbursements herein.

Dated: August 6th, 1949.

ISAAC McDOUGALL
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Vida Jensen, Plaintiff -vs- Alvin W. Jensen, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 13th day of August, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

15911

FILED
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
1949 AUG -9 AM 11:10

WALDORF W. WINRICH,
Plaintiff,
-vs-
GENEVIEVE C. WINRICH,
Defendant.

DECREE

Case No. 15911

- - -

THIS CAUSE Came on regularly to be heard and tried before the undersigned, one of the Judges of the above entitled Court, at Pocatello, Idaho, on the 9th day of August, 1949, the plaintiff appearing in person and by his attorney, Henry McQuade, and the defendant appearing neither in person nor by counsel,

It appearing to the Court that the defendant has been served with Summons and Complaint and failed to appear or plead in said petion within the time allowed by law, or at all, and default judgment has been duly entered against her.

Evidence was offered and received for and on behalf of the plaintiff in support of the allegations of his Complaint, from which it appears that each and every one of the allegations of the Complaint are true and such are found to be facts;

NOW, THEREFORE, The law and the evidence being by the Court understood and considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff and defendant, be, and the same are, hereby dissolved and each of the parties is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be awarded the 1938 4-door Buick Sedan.

IT IS FURTHER H EREBY ORDERED, ADJUDGED AND DECREED, That the defendant be awarded all miscellaneous household furniture,

JUDGMENT RENDERED AND Entered at Pocatello, County of Bannock, State of Idaho, this 9th day of August, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Waldorf W. Winrich, Plaintiff -vs- Genevieve C. Winrich, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 13th day of August, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

158887 7120 FILED
ANNA KEEFE

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

1949 AUG 10 PM 2:38
CLERK DISTRICT COURT RECORDER
BANNOCK COUNTY, IDAHO

BARBARA L. OSWALD,
Plaintiff,
vs.
DELOY W. OSWALD,
Defendant.

DECREE OF DIVORCE

THIS CAUSE came regularly on for hearing upon the plaintiff's Verified complaint, before the Court this 10th day of August, 1949, the plaintiff appearing in person and by her attorneys, PHILLIPS & HAIGHT, and the defendant appearing by written appearance, which was introduced in evidence and made a part of the record of this case, and which said appearance did admit service but waived filing of Answer, and consented to a judgment being entered, the default of defendant having heretofore been entered according to law, and the defendant having by his Written Appearance and default waived Findings of Fact and Conclusions of Law; and the Court having heard the testimony of the plaintiff and her witness, and being fully advised in all the premises, finds that the defendant has been regularly served with Summons and Complaint in this case, that he has entered a voluntary appearance, and thereby has waived his right to answer or demur or in anywise plead to plaintiff's Complaint; and the Court further finds,

That all of the allegations of the plaintiff's Complaint are true and have been proven by competent testimony, and the Court further finds,

That the cause of action set forth in plaintiff's Complaint arose within the State of Idaho, and the Court being fully advised in the premises,

ORDERS, ADJUDGES AND DECREES, that the bonds of matrimony heretofore existing between the plaintiff, Barbara L. Oswald, and the defendant, Deloy W. Oswald, be and the same are hereby wholly dissolved and the parties freed from the obligations thereof:

That plaintiff have her maiden name restored to her, namely BARBARA LOTT;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the property settlement entered into between said parties on the 18th day of June, 1949, a duplicate whereof has been filed with this Court, be, and the same is hereby, in all respects approved and confirmed.

DATED this 10th day of August, 1949.

L. E. Glennon
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Barbara L. Oswald, Plaintiff -vs- Deloy W. Oswald, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 13th day of August, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED

7121

ANNA KEEFE

1949 AUG 10 PM 4:50

CLERK, AUDITOR & RECORDER

BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

15919

RUBY LENORE WALLACE,)

Plaintiff,)

-vs-) D E C R E E

JAMES DARRELL WALLACE,)

Defendant.)

This matter having come on to be heard in Chambers in Pocatello, Idaho, this 10th day of August, 1949, and the Plaintiff appearing in person and by Louis F. Racine, Jr. her attorney, and the defendant appearing not, but making default, the Court has proceeded to hear the evidence from which it appears and the Court finds:

That all of the material allegations of the Complaint of Plaintiff are true and sustained by testimony free from all legal exceptions as to its competence, admissibility and sufficiency; that said defendant was regularly served with Summons issued in this action and with a copy of the Complaint; that defendant made no answer or appearance within the time prescribed by law; that the defendant's default has been duly entered herein;

That as a conclusion of law from the foregoing facts, the Court determines that the plaintiff is entitled to a divorce from the defendant on the ground of mental cruelty; that there is no community property belonging to the parties hereto; that ALL AND SINGULAR the Law and the facts are by this Court understood and fully considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage between the plaintiff, Ruby Lenore Wallace, and the

defendant, James Darrell Wallace, be and is hereby dissolved on the ground of mental cruelty; that the said parties are, and each of them is, free and absolutely released from the bonds of matrimony, and all of the obligations thereof; that the plaintiff and the defendant, and each of them, be and are immediately restored to the status of single persons; that the plaintiff have the control and custody of the minor children, Darrell Wester Wallace and Johnny Howard Wallace, with an allowance of $50.00 per month to be paid by the defendant to the plaintiff for the support and maintenance of said minor children; and that the parties hereto have no community property.

Done in Chambers at Pocatello, Idaho, this 10th day of August, 1949.

L. E. Glennon
District Judge

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Ruby Lenore Wallace, Plaintiff -vs- James Darrell Wallace, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 13th day of August, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED

7122 1949 AUG 13 PM 12:15

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR
THE COUNTY OF BANNOCK

SHIRLEY ANN DICK,	)	
Plaintiff,	)	
-vs-	)	D E C R E E
ARTHUR RAY DICK,	)	
Defendant.	)	

This matter having come on to be heard in Chambers in Pocatello, Idaho, this 13th day of August, 1949, and the plaintiff appearing in person and by Louis F. Racine, Jr., her attorney, and the defendant appearing not, but making default, the Court has proceeded to hear the evidence from which it appears and the Court finds:

That all of the material allegations of the Complaint of Plaintiff are true and sustained by testimony free from all legal exceptions as to its competence, admissibility and sufficiency; that said defendant was regularly served with Summons issued in this action and with a copy of the Complaint; that defendant made no answer or appearance within the time prescribed by law; that the defendant's default has been duly entered herein;

That as a conclusion of law from the foregoing facts, the Court determines that the plaintiff is entitled to a divorce from the defendant on the ground of mental cruelty; that there is not community property belonging to the parties hereto; that ALL AND SINGULAR The law and the facts are by this Court understood and fully considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage between the plaintiff, Shirley Ann Dick, and the defendant, Arthur Ray Dick, be and is hereby dissolved on the ground of mental cruelty; that the said parties are, and each

of them is, free and absolutely released from the bonds of matrimony, and all of the obligations thereof; that the plaintiff and the defendant, and each of them, be and are immediately restored to the status of single persons; that the parties hereto have no community property; that the parties hereto have no children as a result of said marriage; and that the plaintiff be restored to her name prior to the marriage of plaintiff and defendant, namely, that of Shirley Ann Blocher.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff shall have judgment against the defendant in the sum of One Hundred ($100.00) Dollars as reasonable attorneYs fees, and the sum of Fifteen ($15.00) Dollars costs.

DATED this the 13th day of August, 1949.

Isaac McGregor,

District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Shirley Ann Dick, Plaintiff -vs- Arthur Ray Dick, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 16th day of August, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FIFTH JUDICIAL DISTRICT
STATE OF IDAHO
R. D. BISTLINE
OFFICIAL REPORTER

15459

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

HELEN YOUNG ANDERSON,

Plaintiff,

vs.

GLENN A. ANDERSON,

Defendant

F I L E D
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
1949 AUG 15 AM 10:42

DECREE OF DIVORCE

This cause came regularly on for trial before the Honorable L. E. Glennon, Judge of the above entitled court, sitting without a jury, at Pocatello, Bannock County, Idaho, on the 15th day of August, 1949. Merrill & Merrill, Attorneys at Law, appeared for and on behalf of the plaintiff. The defendant did not appear either in person or by attorney. It appeared to the Court that the defendant had been duly and regularly served with summons in this action in the State of Idaho in form and manner provided by law and that he failed within the time allowed by law or at all to appear and plead herein, and his default for thus failing to appear has been duly and regularly entered; and

It further appeared to the Court that the defendant is not in the military or naval service of the United States of America within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940, but is engaged in civilian life. Evidence was thereupon introduced in support of said complaint, and from which evidence it appears that all of the allegations contained therein are true and correct and that the plaintiff is entitled to the relief sought and in the manner hereinafter adjudged.

The Court being now fully advised in the law and the premises:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, AND THIS DOES ORDER, ADJUDGE, AND DECREE That the marriage existing between

the plaintiff, Helen Young Anderson, and the defendant, Glenn A. Anderson, which marriage was solemnized at Twin Bridges, Montana, on May 5, 1945, be, and the same is, hereby dissolved and held for naught, and that the parties thereto are freed from all obligations thereof, and each party is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, AND THIS DOES ORDER, ADJUDGE, AND DECREE, that the care, custody and control of the minor children of said marriage, to-wit: Glenna Jane Anderson and James Deane Anderson, be, and the same, hereby awarded to the plaintiff, Helen Young Anderson, with the right nevertheless on the part of the defendant to visit said minor children at reasonable times and under reasonable conditions.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, Glenn A. Anderson, pay to the plaintiff, Helen Young Anderson, for the support of said minor children, the sum of $50.00 per month baginning September 1, 1949, and continuing until further order of the court, with the right nevertheless on the part of the court to change said amount if and when conditions of the parties change and such changes deemed advisable.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, Helen Young Anderson, shall have as her sole and separate property freed from all claims of the defendant therein, all of the household and kitchen furniture and personal effects and all property which may be deemed community property now in the possession of the said plaintiff and that the said defendant may have as his sole and separate property, such personal property as is in his possession.

Dated this 15th day of August, 1949.

L. E. Glennon

District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Helen Young Anderson, Plaintiff -vs- Glenn A. Anderson, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 16th day of August, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7124

FILED

anna Keefe

1949 AUG 16 AM 11:56

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

CLAIRE ROBSON,)
Plaintiff,)
vs.) JUDGMENT AND DECREE
THOMAS HOBSON,)
Defendant.)

The above cause came on for trial before the Honorable IsaacMcDougall, District Judge, on the 16th day of August, 1949, at 11:30 a.m. in accordance with the Stipulation of plaintiff and defendant as to the time of said trial; the defendant filed his answer to the complaint, and the cause was at issue and ready for trial at the time set. Plaintiff appeared in person and with her counsel, Black & Black, of Pocatello, Idaho, and defendant did not appear, but was represented by his counsel, O.R. Baum and Darwin Brown of Pocatello, Idaho. Plaintiff and her witness were duly sworn and testified in support of the allegations of the complaint, and a Stipulation making a settlement between the parties subject to the approval of the court as to their property, suit money, alimony, and custody and support of the minor child of the parties, was introduced in evidence, and the court finds from the evidence that all of the allegations of plaintiff's complaint have been proven by evidence free and clear of all legal objections. No evidence was offered by the defendant. The terms of the Stipulation between the parties were approved; and the defendant is not engaged in any branch of the army or military service coming under the Soldiers and Sailors Relief Act; and that the defendant is engaged in civil occupation; that the making and entering of formal Findings of Fact and Conclusions of Law were waived by Stipulation of the parties filed herein; and the court being fully advised of the settlement between the parties per the terms of the Stipulation and the matters therein contained.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between

plaintiff and defendant be, and the same are, hereby dissolved, and that the plaintiff be, and she is, hereby awarded an absolute divorce from the defendant.

2. That the custody of the minor child, namely, Keith Robson, now aged 6 years, be, and is, awarded to the plaintiff, Claire Robson, with the right on the part of the defendant, Thomas Robson, to have said child with him during the summer vacation from school.

3. That at all times when said minor child is with the plaintiff, Claire Robson, the defendant shall pay to plaintiff for the care, support, and maintenance of said child, the sum of $30.00 per month payable in advance on the first day of each month hereafter until said child arrives at the age of 18 years, or until further order of the court.

4. That the following described real property, to-wit:

> All of Lot 21, Block 5 Townsite of North Pocatello, in Bannock County, Idaho, according to the official plat thereof on file in the office of the County Recorder of Bannock County, Idaho, together with the improvements thereon

and belonging to the parties hereto, has now been sold by the parties and they have deeded their interest in the same to the purchasers, Milton D. Strawn and Kathleen C. Strawn and it is decreed that all of the proceeds of said sale, be, and they are hereby awarded to the plaintiff as her sole and separate property.

5. That there is further awarded to the plaintiff as her sole and separate property all of the household goods and furniture belonging to the parties, subject to the outstanding indebtedness thereon, which plaintiff shall assume and pay, and defendant shall have no further right, title, or interest in or to any of said property or any part thereof.

6. That there is awarded to defendant as his sole and separate property, a certain Buick automobile, 1941 model, now owned by the parties, and defendant assumes and pays the balance now owing and unpaid on the purchase price or liens against said car.

Dated this 16th day of August, 1949.

ISAAC MCDOUGALL
District Judge.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Claire Robson, Plaintiff -vs Thomas Robson, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 16th day of August, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

15979

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

F I L E D
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
1949 AUG 19 PM 12:05

AGNES TRIPP,
Plaintiff.

vs.

FRED J. TRIPP,
Defendant.

D E C R E E.

This cause came on regularly to be heard before the undersigned District Judge sitting at chambers at Pocatello, Bannock County, Idaho, this 18th day of August, 1949, the said plaintiff appearing in person and by her counsel, F. M. Bistline, and the defendant not appearing either in person or by counsel;

And it appearing to the court that the said defendant has heretofore on the 6th day of August, 1949, accepted service of summons, together with copy of the complaint in said action, and filed a voluntary appearance in writing with the clerk of the above entitled court in the above entitled cause, consenting that said cause could be heard and tried and judgment rendered at any time fixed by the court or the judge thereof, and the court having fixed this time for the hearing thereof:

WHEREUPON, the said plaintiff and witness were duly sworn and examined and oral evidence introduced from which it appears that all the material allegations of the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or sufficiency, and that the matters so alleged and proved in behalf of plaintiff are true and are sufficient to entitle her to the relief prayed for in her said complaint, and the court being fully advised in the premises:

Now on motion of Bistline & Bistline, attorneys for plaintiff:

IT IS ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Agnes Tripp, and the defendant, Fred J. Tripp, be, and the same are hereby absolutely dissolved, and the parties freed from the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the custody of the minor daughters, Kathleen, aged 7 years, and Linda, aged 3 years, be, and same is hereby awarded to the plaintiff, Agnes Tripp, and, that the custody of the minor son, John aged 5 years, be, and the same is hereby awarded to the defendant, Fred J. Tripp, with the right in each of the parents to visit the child or children in the custody of the other at all reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant, Fred J. Tripp, pay to the plaintiff, Agnes Tripp, monthly, on the 1st day of each and every month hereafter the sum of $50.00 as permanent allowance for her support and maintenance, and the further sum of $50.00 for the support, maintenance and education of the said minor child, Kathleen, and the further sum of $50.00 for the support, maintenance and education of the said minor child, Linda.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the portion of this decree pertaining to the awarding of custody of the children, and for their support and maintenance, and permanent alimony for plaintiff, be and the same is hereby made subject to future modification by the court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following described property, to-wit:

Lots 13 and 14 of Block 3 of Harkness Townsite, within the Village of McCammon, Bannock County, Idaho, and

One 1949 Mercury Coupe, and

One Model F-3 3/4 Ton Ford Truck

is the sole and separate property of the defendant Fred J. Tripp, free and clear of any claim whatsoever of the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following described property, to-wit:

The West 10 feet of Lot 3 and all of Lots 4, 5, 6 and 7 in Block 4 of Harkness Townsite, McCammon, Bannock County, Idaho, together with the household furniture in the house situated thereon, together with all the tenaments, hereditaments, and appurtenances thereunto belonging or in anywise appertaining,

is the sole and separate property of the defendant Agnes Tripp, free and clear of any claim whatsoever of the defendant, Fred J. Tripp.

Dated at Pocatello, Idaho, this 18th day of August, 1949.

L. E. Glennon
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Agnes Tripp, Plaintiff -vs- Fred J. Tripp, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 20th day of August, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

BISTLINE & BISTLINE
ATTORNEYS AT LAW
POCATELLO, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

15717

FAYE SCHNASE, Plaintiff,	:	
-vs-	:	DECREE
FLOYD SCHNASE and GARRETT FREIGHTLINES, INC., Defendants	:	

This matter having heretofore come on for hearing, the Plaintiff being present in person and by her counsel O. R. BAUM, and the defendant being present in person and by his counsel HENRY F. McQUADE, and after submission of proof by the plaintiff on behalf of her complaint and by the defendant Floyd Schnase on behalf of his answer and cross complaint, the matter having been taken under advisement by the Court and the Court having heretofore announced by Memorandum Decision its decision in the matter, and the parties having, in writing, waived the making of Findings of Fact and Conclusions of Law;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing by and between said plaintiff Faye Schnase and the defendant Floyd Schnase be, and they are hereby severed and said plaintiff is hereby granted an absolute decree of divorce by reason of the cruelty of said defendant Floyd Schnase.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant Floyd Schnase shall pay to the said plaintiff forthwith, and not later than August 20th, 1949, the sum of $100.00, which represents the amount that he was in arrears for support and maintenance under a former order of this court, likewise, the sum of $22.00 referred to in such former order, and that the total amount that he should pay forthwith, and prior to August 20, 1949, shall be the sum of $122.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant Floyd Schnase shall pay to said counsel for said plaintiff an additional attorney fee in the sum of $100.00, which payment shall, likewise, be made within five days from date hereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant Floyd Schnase is hereby awarded the following property:

1. Automatic Toaster.

2. The tools and motors and such other personal property which the defendant Floyd Schnase used in his business as a mechanic.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all of the other property of the said parties shall be, and the same is, hereby awarded to the said plaintiff, among such property being the said washing machine, household effects, such as dishes, table ware, kitchen ware, etc.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the payment of the said sums as hereinbefore referred to said defendant herein shall be entitled to receive possession of the said property aforementioned.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff herein shall be entitled to resume her former name of Faye Smith.

DATED this 18th day of August, 1949.

ISAAC McDOUGALL
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Faye Schnase, Plaintiff -vs- Floyd Schnase and Garrett Freightlines, Inc

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 20th day of August, 19 49

By .....
Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7127

Case No, 15440

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

F I L E D
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
1949 AUG 18 PM 3:18

JOYCE HARTWIG,)
Plaintiff,)
vs.)
MELVIN F. HARTWIG,)
Defendant.)

DECREE OF DIVORCE

This cause came on regularly to be heard before the Hon. Isaac McDougall, one of the Judges of the above entitled Court, in Chambers, at Pocatello, Idaho, on the 18th day of August, 1949.

The plaintiff appeared in person and by her attorney, M. H. McGlone; and the defendant appeared neither in person nor by counsel.

It appearing to the Court that the defendant was duly served with Summons and Complaint in said action, and failed to plead or appear in said action within the time allowed by law, and default was entered against him as provided by law.

Evidence was offered and received for and on behalf of the plaintiff in support of the allegations of her complaint, from which it appears that each and every of the allegations of said complaint are true, and such are found to be the facts, and that the plaintiff is entitled to judgment against the defendant.

NOW, THEREFORE, The law and the evidence being by the Court fully understood and considered;

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, JOYCE HARTWIG, and the defendant, MELVIN F. HARTWIG, be, and the same are hereby absolutely dissolved, and each of the parties is hereby restored to the status of a single person.

MAY 23 1978

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the care, custody and control of the minor children of the plaintiff and defendant, to-wit: CHERYL HARTWIG; STEPHEN HARTWIG and STANLEY HARTWIG, be and the same is hereby awarded to the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant pay to the plaintiff the sum of $ 50.00 per month toward the support and maintenance of the minor children of the plaintiff and defendant, to-wit: Cheryl Hartwig, Stephen Hartwig and Stanley Hartwig, and that said payments shall be made on the _____ day of each month, commencing with the first day of September, 1949.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant shall pay to the plaintiff the sum of $200.00 to enable the plaintiff to pay doctor and hospital bills incurred by her during her confinement with Stephen Hartwig and Stanley Hartwig, two of the minor children of the plaintiff and defendant, and that said sum of $200 shall be paid not later than the first day of January, 1950, ~~[illegible]~~

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the following described property, to-wit:

> Miscellaneous items of household furniture and furnishings, linens, dishes, silverware, and miscallenouse household furnishings and equipment.

be, and the same is hereby awarded to the plaintiff as her sole and separate property.

Dated this 18th day of August, 1949.

ISAAC McDOUGALL
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Joyce Hartwig, Plaintiff -vs- Melvin F. Hartwig, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 20th day of August, 19 49

Anna Keefe

Clerk, District Court, Ex-Officio Auditor and Recorder

By ..... Deputy

15890

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

F I L E D
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
1949 AUG 19 AM 11:14

RACHEL RICE,)
Plaintiff,)
vs.)
WAYNE RICE,)
Defendant.)

JUDGMENT AND DECREE

The above-entitled action having come on for trial before the Honorable Isaac McDougall, District Judge, this 19th day of August, 1949. Plaintiff appeared in person and with her attorneys, Black & Black, of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has now expired, and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections; that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and she is hereby awarded an absolute divorce from the defendant, on the ground of extreme cruelty.

2. That the care, custody, and control of the minor child,

namely, Bonnie Jean Rice, now aged six years, be, and it is hereby awarded to plaintiff.

3. It is further ordered and decreed that the defendant be, and he is, hereby required to pay to plaintiff the sum of $30.00 per month, payable each month hereafter beginning on the 1st of September, 1949, and continuing until said child shall arrive at the age of 18 years, or until further order of the Court, for the support and maintenance of said child.

Dated this 19th day of August, 1949.

Isaac McDougall.
ISAAC MCDOUGALL
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Rachel Rice, Plaintiff -vs- Wayne Rice, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 20th day of August, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

4

7129

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BANNOCK

15961

MARTHA KENNEDY,)
Plaintiff,)
vs)
CHARLES M. KENNEDY,)
Defendant.)

FILED
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
1949 AUG 19 PM 4:10

DECREE

The above entitled cause came on regularly to be tried and heard upon the 19th day of August, 1949, before the above entitled court, the Honorable L. E. Glennon sitting as Judge thereof, upon the complaint of the plaintiff and the answer of the defendant, the plaintiff appearing in person and by her attorneys, Jones, Pomeroy & Jones, the defendant by his attorney, H.J. Swanson, and the parties announced that they were ready for trial. Whereupon the court proceeded to take evidence. The plaintiff in said action and her witness testified in support of the allegations of the complaint. The defendant failed to offer evidence in support of his answer. It was stipulated in open court between the attorneys for plaintiff and attorney for defendant that findings of fact and conclusions of law be expressly waived. And the court after hearing the testimony so offered and received and being fully advised in the premises finds that the plaintiff is entitled to a divorce as prayed for in said complaint, and the court further finds that the plaintiff herein is a fit and proper person to have the care, custody and control of said minor child.

WHEREFORE, in consideration of the premises and upon the evidence heard in this case, and the court being fully advised in the premises;

IT IS ORDERED, ADJUDGED AND DECREED that the marriage heretofore and now existing between plaintiff and defendant be, and the same is hereby absolutely dissolved and each of the parties be and they are hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the custody of the minor child of the parties, to wit: Mary Virginia Kennedy, three years of age, be awarded to the plaintiff herein, subject to the right on the part of the defendant to see said child at reasonable times and places, and the court retains jurisdiction of said action for further orders in respect to the custody of said child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant pay to the plaintiff herein the sum of Fifty Dollars($50.00) per month for the support of said minor child, such payments to commence upon the first day of September, 1949, and to continue thereafter upon the first day of each succeeding month until further order of this court or until such minor child reaches majority.

DONE this 19th day of August, 1949

L. E. GLENNON
L. E. GLENNON
District Judge

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Martha Kennedy, Plaintiff -vs- Charles M. Kennedy

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 20th day of August, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

X

15954

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BANNOCK.

FILED
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
1949 AUG 19 PM 3:33

MARVIN A. SAXTON,)
Plaintiff,)
vs.) DECREE
JULIET SAXTON,)
Defendant.)

• • • • • • •

THIS MATTER Coming on for hearing before the undersigned District Judge in open court, sitting without a jury, the plaintiff being present by his counsel, Black & Black, and the defendant and cross complainant being present in person and by her counsel, O. R. Baum, and after submission of proof, namely: upon refusal of the plaintiff to produce proof, and upon the proof submitted by the defendant and cross complainant in support of her cross complaint, and the Court being fully advised in the premises,

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between the plaintiff and the defendant and cross complainant be and the same are hereby severed, and the said defendant and cross complainant is granted an absolute divorce from said plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the contract dated the 26th day of June, 1949, signed by said plaintiff and the said defendant and cross complainant, a copy of which was introduced in evidence, marked Exhibit "A", a copy of which is hereby attached, is hereby approved and confirmed, and the same is made a part of this Decree as the contract betwen said plaintiff and said defendant and cross complainant; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the custody of the two children of said parties, namely:

Arthur Lee Saxton, age eighteen
Samuel Reid Saxton, age nineteen

are hereby granted to the said defendant and cross complainant, provided, however, said plaintiff shall have at all reasonable times the privilege to visit said children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff pay to the defendant and cross complainant, for the benefit of her said counsel, the sum of $150.00, and costs of court in the sum of $11.00, which said sum shall be paid as follows: by the paying of cash this day of the sum of $50.00, and the sum of $50.00 per month until the sum is liquidated.

Dated this 19th day of August, 1949.

Isaac McDougall

DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Marvin A. Saxton, Plaintiff -vs- Juliet Saxton, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 20th day of August, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

15967

FILED
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY IDAHO
1949 AUG 22 :4:20 P M

ROY M. BISTLINE,
ROY M. BISTLINE, Plaintiff.

vs.

JANE M. BISTLINE, Defendant.

DECREE

This cause came on regularly for trial in open court before the undersigned District Judge, sitting without a jury, at Pocatello, Idaho, on the 22nd day of August, 1949. The plaintiff appeared in person and by his attorneys, Bistline & Bistline. Merrill & Merrill appeared for and on behalf of the defendant.

It appeared to the court that the defendant had been duly served with summons herein and had appeared and filed answer to plaintiff's complaint, and pursuant to stipulation of the parties said cause was set for trial. Evidence was introduced upon the issues raised by the complaint of the plaintiff and the answer of the defendant thereto, which evidence was free from objections as to competency, relevancy, and admissibility, from which evidence it appeared that all the allegations of plaintiff's complaint are true and correct and that the plaintiff is entitled to the relief therein sought and as herein adjudged.

Findings of fact and conclusions of law having been made and entered and the Court being now fully advised in the law and the premises:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, AND THIS DOES ORDER, ADJUDGE, AND DECREE that the marriage existing between the plaintiff, Roy M. Bistline, and the defendant, Jane M. Bistline, solemnized in Scarsdale, Westchester County, New York, on the 31st day of December, 1942, be and the same is hereby, in all respects dissolved and held for naught, and the parties thereto are freed from all their obligations thereof, and each of them is restored to the status of a single person.

Dated and done at Pocatello, Bannock County, Idaho, this 22nd day of August, 1949.

L. E. Glennon
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

7131

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Roy M. Bistline, Plaintiff -vs- Jane M. Bistline, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 26th day of August, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

F I L E D
Anna Keefe
CLERK, AUDITOR AND RECORDER
BANNOCK COUNTY, IDAHO
SEP 3 1949 11:40 A. M.

RUTH MYERS,)

Plaintiff.)

-vs-) D E C R E E.

GEORGE HENRY MYERS,)

Defendant.)

- - - - - - - - - - - - - - - - - - -

The above entitled matter came regularly on for hearing before the Judge of the above entitled Court pursuant to Order made of trial by said Court, such Order being dated the 25th day of August, 1949. The plaintiff was present in person and by her counsel, Zener & Peterson, and the defendant was present by his counsel, Henry McQuade, but he personally appeared not. Both parties announced that they were ready for trial. Whereupon, the plaintiff called witnesses to testify in support of the allegations of her Complaint, and the plaintiff testified in support of the allegations of her Complaint, and such testimony with respect to residence and the other allegations of the Complaint was corroborated by competent witnesses; and the Court finds that both the subject matter of the action and the parties thereto were within the jurisdiction of the Court, and the Court being fully advised in the premises, and the Court specifically finding that the allegations of the plaintiff's Complaint are true, and that the defendant has been guilty of extreme cruelty toward the plaintiff as alleged in said Complaint and as testified to by the plaintiff and corroborating witnesses;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, as follows:

I.

That the bonds of matrimony heretofore existing between the parties be, and the same are hereby, dissolved, and an absolute Decree of Divorce is granted in favor of the plaintiff and against the defendant, and the parties, and each of them, are restored to their status of unmarried persons.

II.

That the custody of the minor child of the parties, namely, George Henry

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

Myers, age thirteen (13) years, be awarded to the plaintiff herein.

III.

That all of the property of the parties described in the Complaint, namely, Lots 25 and 26, Block 15, Townsite of Fairview, Bannock County, Idaho, together with the furniture therein situated, be awarded to the plaintiff herein as her sole and separate property henceforth.

IV.

That the defendant is hereby ordered and directed to pay to the plaintiff herein, for the use and benefit of the minor child of the parties, the sum of Seventy-Five Dollars ($75.00) per month, each and every month hereafter until further Order of the Court, such payments to commence the 1st day of September, 1949, and to continue thereafter at the rate of Seventy-Five Dollars ($75.00) a month and payable upon the 1st of each and every month thereafter until further Order of the Court.

DONE IN OPEN COURT, This _____ day of August, 1949.

L. E. GLENNON
DISTRICT JUDGE.

7132

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Ruth Myers, Plaintiff -vs- George Henry Myers, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of September, 19 49

By _____ Deputy

anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

16003

THELMA O. HUTH,
Plaintiff,
-vs-
FRED C. HUTH,
Defendant.

FILED
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
AUG 26 1949 11:23 A. M.

DECREE

This cause came regularly on to be heard this the 26th day of August, 1949, the plaintiff appearing in person and by her counsel Robert M. Terrell and no one appearing for or on behalf of the defendant and it appearing to the Court that the defendant has appeared in said action and in said appearance reserved five days from the 19th day of August, 1949, within which to answer or otherwise plead in this action, and it further appearing to the court that said defendant has not answered or filed any pleadings herein and that his default for not answering or pleading to plaintiff's complaint within the time reserved in said appearance has been duly and regularly entered herein, whereupon the court proceeded to hear proof in support of plaintiff's complaint.

The plaintiff and Robert M. Terrell were duly sworn and testified for and on behalf of the plaintiff and no one was sworn or testified on behalf of the defendant and the testimony was closed and the court having fully considered the evidence submitted, from which it appears that all of the allegations of plaintiff's complaint are fully sustained and proven and that the plaintiff is entitled to the relief prayed for in said complaint;

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff and the de-

fendant be dissolved and that the plaintiff and defendant and each of them be freed from all of the obligations thereof and that they and each of them be restored to the status of single persons respectively;

That the care, custody and control of the minor children of plaintiff and defendant, to-wit: Lola Marie Huth, a girl, 13 years of age, and Freddie Carol Huth, a girl, 3 years of age, be and they are hereby awarded to the care, custody and control of the plaintiff, until further order of the Court, with the right to the defendant to visit said children at all reasonable times and that, until further order of the court, the defendant be required to pay to the plaintiff, for the support of said minor children, the sum of $40.00 per month, commencing on the date of this Decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement between the plaintiff and defendant, set forth in plaintiff's complaint be approved and that an undivided one-half interest in the hereinafter described real estate, together with the rents, issues and profits thereof, be awarded to the plaintiff herein, as her sole and separate property, for her sole and separate use.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff herein is awarded an undivided one-half interest in and to the following described real and personal property, to-wit:

> The North half of Lot 18 and all of Lots 19 and 20 in Block 266, Pocatello Townsite, Bannock County, State of Idaho, on which is located a drive-in cafe known as Fred & Kelly's and all the cafe furniture, fixtures and equipment located in said cafe and used in connection therewith.
>
> Also the following described real estate in the City of Pocatello, Bannock County, Idaho;
> The Southeasterly half of Lot 18, sometimes described as the Southerly half of Lot 18, lying next to and adjoining Lot 17, and the Northwesterly 25 feet of Lot 17, sometimes described as the Northerly 25 feet of Lot 17, lying next to and adjoining said Lot 18, in Block Two Hundred Sixty-six of Pocatello Townsite,

in Idaho, according to the official plat of the survey of said lands, returned to the General Land Office by the Surveyor General.

Also the following described real estate situated in the City of Pocatello, Bannock County, Idaho: Commencing at the Southwesterly corner of Lot 16, in Block 266, in the City of Pocatello, Bannock County, State of Idaho, and running thence in a Northwesterly direction a distance of 35 feet, thence at right angles in a Northeasterly direction through Lot 17, a distance of 140 feet to the alley in said Block, thence at right angles in a Southeasterly direction a distance of 35 feet to the Southeasterly corner of said Lot 16, thence at right angles in a Southwesterly direction a distance of 140 feet to the place of commencing, containing 4900. square feet.

Also the following described property located in the City of Pocatello, Bannock County, Idaho: All of Lot numbered Fifteen (15) in Block Two Hundred Sixty-six (266), in Pocatello Townsite, Bannock County, Idaho.

Commencing at the South corner of Lot 11 in Block 266 in the City of Pocatello, Idaho, and running thence in Northwesterly direction along line between Fifth Avenue and Lots 11, 12 and 13 Ninety feet to dividing line between Lots 13 and 14 of said Block, thence at right angles along said dividing line in a Northeasterly direction parallel with Bonneville Street, 46 2/3 feet, thence at right angles in Southeasterly direction across Lots 13, 12 and 11, 90 feet to Bonneville Street, thence at right angles in Southwesterly direction along line between Bonneville Street and said Lot 11, 46 2/3 feet to place of beginning, same being a rectangular piece of ground having a frontage of 46 2/3 feet on Bonneville Street and 90 feet on Fifth Avenue, according to official plat of survey of said lands returned to the General Land Office by the Surveyor General.

Also the following described real estate situated in the City of Idaho Falls, Bonneville County, Idaho: Commencing at the southwesterly corner of Lot 1, Block 17 of Holmes Subdivision of Railroad Addition to the Town of Eagle Rock, now the City of Idaho Falls, running thence southeasterly along "B" Street to a point 72 feet northwesterly from the southeasterly corner of Lot 1, thence northeasterly at right angles with "B" Street 70 feet, thence southeasterly and parallel with "B" Street 72 feet to the front line of Lot 2 on Cottage Avenue, thence northeasterly along Cottage Avenue 30 feet to the northeasterly corner of Lot 2, thence northwesterly parallel with "B" Street along the northeasterly side of Lot 2, 131 feet to the northwesterly corner of said Lot, thence southwesterly along the northwesterly end of said Lots 1 and 2, 100 feet to the point of beginning.
Subject to existing rights-of-way to which this property is now legally subject and to all taxes and assessments for the year 1949.

On which is situated what is known in the City of Idaho Falls as Fred & Kelly's Uptown Cafe and Lodge and also all of the cafe and lodge furniture, fixtures and equipment used in connection with the operation of said cafe and lodge and in connection therewith.

Also the following described real estate located in Fremont County, Idaho, as follows:
A part of Section 8, Township 12 North, Range 43, East Boise Meridian, as follows: Beginning at the Southeast corner of the Southeast Quarter of the Southeast Quarter of Section 8, Township 12 North, Range 43, East Boise Meridian, and running thence North 1320 feet; thence West 2200 feet more or less to the east line of the Yellowstone Highway, as now located, thence Southeasterly along the east boundary of the said Yellowstone Highway to a point 2103.5 feet more or less west of beginning point; thence east to point of beginning in Fremont County, State of Idaho.

Said undivided one-half interest in the aforesaid property to be and remain the sole and separate property of the plaintiff for her sole and separate benefit and use, together with the rents, issues and profits thereof

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the other undivided one-half interest in the foregoing property be awarded to the defendant, as his sole and separate property for his sole and separate use, together with the rents, issues and profits thereof.

DATED this the 26th day of August, 1949.

L. E. GLENNON
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Thelma O. Huth, Plaintiff -vs- Fred C. Huth, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 26th day of August, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

F I L E D
Anna Keefe
1949 AUG 27 PM 12:14
CLERK, AUDITOR AND RECORDER
BANNOCK COUNTY, IDAHO.

15951

CHARLES SNOOKS,)
Plaintiff,)
vs.)
JEANETTE SNOOKS,)
Defendant.)

JUDGMENT AND DECREE

The above-entitled action having come on for trial before the Honorable L. E. Glennon, District Judge, this 27th day of August, 1949. Plaintiff appeared in person and with his attorneys, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has now expired, and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and his witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections; that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein. and the Court being fully advised in the premises and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and he is hereby awarded an absolute divorce from the defendant.

2. That the exclusive care, custody and control of the minor

child of the parties, namely, Ralph LaRean Snooks, be, and the same is hereby awarded to the plaintiff, Charles Snooks.

Dated this 27th day of August, 1949.

L. E. GLENNON
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Charles Snooks, Plaintiff -vs- Jeanette Snooks, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 31st day of August, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BANNOCK

AUG 31 9 41 AM

15972

RACHEL W. EGBERT,)

Plaintiffs,)

vs) DECREE

JAMES M. EGBERT,)

Defendant.)

This cause came on regularly to be heard before the undersigned District Judge in his Chambers at Pocatello, Idaho, on the 29th day of August, 1949.

The plaintiff appearing in person and by her attorneys, Jones, Pomeroy, & Jones, and no one appearing for or in behalf of the above named defendant, and it appearing to the Court that the defendant was duly served with a summons and complaint in said action and failed to appear, plead or answer to the complaint within the time provided by law or at all.

UPON MOTION of the attorneys for the plaintiff, default was entered against the defendant.

It appearing to the court that no evidence was offered for andon behalf of defendant and evidence being offered and received for and in support of the complaint of plaintiff. Evidence being closed, the case was submitted to the court for consideration and decision and after due deliberation thereon the court ordered that judgment be entered in favor of the plaintiff and against the defendant in accordance with the prayer of the said complaint, and that all the allegations in said complaint of the plaintiff are true and such are found to be the fact.

NOW, THEREFORE, the law and the evidence being by this Court fully understood and considered;

IT IS ORDERED, ADJUDGED AND DECREED (1) that the bonds of matrimony now existing between plaintiff and defendant be and they hereby are absolutely dissolved and held for naught and each of the parties restored to the status of a single person; (2) that the care, custody and control of the minor children of the parties hereto, namely Marion Lewis Egbert and Margie Egbert, be and they are hereby awarded to plaintiff herein with right of visitation by defendant at any

reasonable time and place. (3) That all of the household furniture, bedding and linens; radio; record player; and electric fan, be awarded to plaintiff as her sole and separate property; (4) That the 1941 Chevrolet Coach automobile, above described, be awarded to defendant as his sole and separate property (5) That plaintiff be awarded $100 as alimony and for support of the said minor children. Dated this 29th day of August, 1949.

ISAAC M c DOUGALL
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Rachel W. Egbert, Plaintiffs, -vs- James M. Egbert, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 31st day of August, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

X

7136

Anna Keefe

CLERK DISTRICT COURT
BANNOCK COUNTY, IDAHO

1573

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

AUG 31 1949 10 16 AM

SAMUEL A. HASH,

Plaintiff,

-vs-

ETHEL MAE HASH,

Defendant.

DECREE

This cause came on regularly to be heard this the 27th day of August, 1949; plaintiff appearing in person and by his attorney, Robert M. Terrell, and no one appearing for or on behalf of the defendant, whose default for failure to appear or plead herein had heretofore been duly and regularly entered; thereupon the Court proceeded to hear the proof in support of plaintiff's compleint; plaintiff and Robert M. Terrell were sworn and testified for and on behalf of the plaintiff and no one testified for the defendant and all the proof being in and fully considered by the Court from which it appears that all of the allegations of the plaintiff's complaint have been sustained and proven to the Court and the Court being sufficiently advised in the premises;

WHEREFORE IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff and the defendant be dissolved and that they and each of them be freed from all the obligations thereof and that they and each of them be restored to the status of single persons respectively; that the care, custody and control of the minor children of said marriage be awarded to the defendant and that the plaintiff pay to the defendant for child support the sum of $10.00 per week, commencing one week from the date of this Decree.

DATED August 27, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Samuel A. Hash, Plaintiff -vs- Ethel Mae Hash, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 31st day of August, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7137

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

FILED
AUG 31 1949 11 33 AM

15958

JUNE NANCE,)
Plaintiff,)
-vs-) DECREE
EMMETTE NANCE,)
Defendant.)

The above entitled cause having come on regularly for hearing before the Court, and the plaintiff appearing in person and by her counsel, Ben Peterson, and the defendant appearing not, either in person or by counsel, and it appearing to the Court that the defendant has been duly and regularly served with Summons and Complaint as required by law, and that the time has expired for filing of an appearance by the defendant, and that no appearance has been filed, and it further appearing that the default of the defendant has been duly and regularly made and entered, and that the defendant is not a person within the terms and provisions of the Soldiers' and Sailors' Civil Relief Act of 1940; and the plaintiff having been duly sworn and testified on her own behalf, and Pauline Smith having been sworn and testified in respect to the residence of the plaintiff, and the Court having found that the allegations of plaintiff's Complaint are fully sustained by the proof, and that the plaintiff is entitled to relief prayed for.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, as follows:

I.

That the bonds of matrimony heretofore existing between the parties be, and the same are hereby, dissolved, and an absolute Decree of Divorce is granted in favor of the plaintiff and against the defendant, and the parties, and each of them, are restored to their status of unmarried persons.

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

II.

That the defendant is hereby required to pay for the use and benefit of the plaintiff and for counsel fees and Court costs the sum of One Hundred Dollars ($100.00).

DONE IN OPEN COURT, This 31 day of Aug—, 1949.

ISAAC McDONALD
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

June Nance, Plaintiff -vs- Emmette Nance, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 31st day of August, 19 49.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

#15948

7138

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF BANNOCK, STATE OF IDAHO

F I L E D
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
AUG 31 1949 3:07 P.M.

C. E. WHITMAN,

Plaintiff,

VS.

MARCIA B. WHITMAN,

Defendant.

FINAL DECREE

THIS MATTER came on for hearing before the Court, and plaintiff appeared in person and by his counsel, WALTER H. ANDERSON, and after hearing oral evidence adduced in open Court, and upon due consideration of the records and files in the action, and of such oral evidence, the Court is of the opinion that the plaintiff is entitled to the redress sought,-

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing and subsisting between the plaintiff and defendant be, and they hereby are, in all things wholly and totally dissolved, and the parties hereto are forever freed from the duties and obligations thereof, and are restored to the status of unmarried persons respectively, with all of the attendant rights and privileges thereof.

Done in open Court this 31st day of August, 1949.

Isaac McDougall
DISTRICT JUDGE

#15948

7138

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF BANNOCK, STATE OF IDAHO

F I L E D
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
AUG 31 1949 3:07 P.M.

C. E. WHITMAN,

Plaintiff,

VS.

MARCIA B. WHITMAN,

Defendant.

FINAL DECREE

THIS MATTER came on for hearing before the Court, and plaintiff appeared in person and by his counsel, WALTER H. ANDERSEN, and after hearing oral evidence adduced in open Court, and upon due consideration of the records and files in the action, and of such oral evidence, the Court is of the opinion that the plaintiff is entitled to the redress sought,-

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing and subsisting between the plaintiff and defendant be, and they hereby are, in all things wholly and totally dissolved, and the parties hereto are forever freed from the duties and obligations thereof, and are restored to the status of unmarried persons respectively, with all of the attendant rights and privileges thereof.

Done in open Court this 31st day of August, 1949.

Isaac McDougall
DISTRICT JUDGE

#15948

7138

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF BANNOCK, STATE OF IDAHO

F I L E D
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
AUG 31 1949 3:07 P.M.

C. E. WHITMAN,

Plaintiff,

VS.

MARCIA B. WHITMAN,

Defendant.

FINAL DECREE

THIS MATTER came on for hearing before the Court, and plaintiff appeared in person and by his counsel, WALTER H. ANDERSON, and after hearing oral evidence adduced in open Court, and upon due consideration of the records and files in the action, and of such oral evidence, the Court is of the opinion that the plaintiff is entitled to the redress sought,-

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing and subsisting between the plaintiff and defendant be, and they hereby are, in all things wholly and totally dissolved, and the parties hereto are forever freed from the duties and obligations thereof, and are restored to the status of unmarried persons respectively, with all of the attendant rights and privileges thereof.

Done in open Court this 31st day of August, 1949.

Isaac McDougall
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

FINAL DECREE

C. E. Whitman, Plaintiff -vs- Marcia B. Whitman, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 31st day of August, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH

RUSSELL P. BARBER,
Plaintiff,
vs.
LILLIAN L. BARBER,
Defendant.

No. 2096 ~~2906~~

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court at Coeur d'Alene, Idaho, before the Honorable O. C. Wilson, Judge of the above entitled court, at Eleven o'clock A.M. on the 8th day of August, 1949. The plaintiff appeared in person and was represented by his attorneys Paul C. Keeton and Clay V. Spear. The defendant did not appear either in person or by attorney, and she having been regularly and duly served with Summons and Complaint in this cause in the State of Michigan, pursuant to Affidavit and Order for service in a foreign jurisdiction, on the 14th day of July, 1949, and twenty days having expired since said service and she having failed to appear, demur or answer within the time allowed by law, or at all, and she being in default and her default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following

findings and decrees:

That the defendant was served with Summons and Complaint in this cause at Detroit, County of Wayne, State of Michigan, on the 14th day of July, 1949.

That the allegations of the plaintiff's Complaint are as follows, to-wit: 1, that the plaintiff and defendant were married at Bowling Green, Ohio, on the 16th day of November, 1946; 2, that the plaintiff is a bona fide resident of the State of Idaho; 3, that the plaintiff and defendant have acquired no community property; 4, that no children were born the issue of said marriage; and 5, that the defendant has been guilty of extreme cruelty; that all of said allegations are incorporated in this Decree as Findings of Fact and are found by the Court to be true as alleged in said Complaint.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Russell P. Barber, and the defendant, Lillian L. Barber, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

DATED at Coeur d'Alene, Idaho, this 8th day of August, 1949.

O. C. WILSON
District Judge

COMPARED BY #71485 INDEXED

STATE OF IDAHO)
) ss.
County of Benewah)

Filed Aug 12, 1949
at 11:35 o'clock A.M.

R. H. Whiteside
Clerk District Court

By Deputy

E-287

7140

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH

GERALDINE NORMAN,

Plaintiff,

-vs-

PERRY J. NORMAN,

Defendant.

D E C R E E

The above entitled cause came on regularly for trial before the Court sitting without a jury at St. Maries, Idaho, on the 9th day of August, 1949, at ten o'clock A. M. Plaintiff appeared in person and represented by her attorney, Carl M. Buell; The defendant did not appear in person or by attorney and the defendant having been served with summons and complaint in this cause by publication, and he having failed to appear, demur, or answer within the time allowed by law, or at all, and he having been in default, his default was heretofore entered; That an affidavit was filed that said defendant was not in military service during the pendency of this action, or at all. Whereupon, testimony was submitted on behalf of plaintiff and the Court have made and filed his Findings of Facts and Conclusions of Law.

NOW, THEREFORE, by reason of the Law and the premises, and by reason of the Findings of Facts and Conclusions of Law, it is hereby ORDERED, ADJUDGED, AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of the action.

It is further ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff, Geraldine Norman and the defendant, Perry J. Norman, be and the same are wholly and forever dissolved, and the parties are released from each other and from all matrimonial obligations and the plaintiff is granted and given an absolute decree of divorce from the defendant,

DATED this 9th day of August, 1949.

O.C. Wilson
District Judge

ATTEST:
R. H. Whiteside
Clerk of the District Court

BY _____ Deputy.

(Copy)

COMPARED #71467 INDEXED
By

STATE OF IDAHO)
County of Benewah) ss

Filed Aug 9, 1949 at 3:59 O'clock P.M.
R. H. Whiteside, Clerk District Court
By Deputy

E-286 Case #2086

7141

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH

DOROTHY KLEWENO,

Plaintiff,

-vs-

DANIEL F. KLEWENO,

Defendant.

DECREE

The above entitled action came on regularly for trial before the Court sitting without a jury on the 9th day of August, 1949, at ten o'clock A. M. Plaintiff appeared in person and represented by her attorney, CARL M. BUELL, and the defendant did not appear in person or by attorney; defendant having been served with summons and complaint on the 29th day of June, 1949, and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default, his default was heretofore entered; that an affidavit was filed that said defendant was not in the military service during the pendency of this action or at all. Whereupon testimony was submitted upon behalf of the plaintiff and the Court having filed it Findings of Facts and Conclusions of Law.

NOW, THEREFORE, by reason of the law and the premises it is hereby ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of the action.

It is further ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the defendant and the plaintiff be, and the same are hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant.

It is further ORDERED, ADJUDGED AND DECREED that the plaintiff be awarded the custody, control and care of said minor child, Donna Jean; that the defendant pay the plaintiff $50.00 per month for her support and maintenance, and $50.00 per month for the support and maintenance of said minor child, and also pay the sum of $150.00 to plaintiff for attorneys fees and costs.

Dated this 9th day of August, 1949.

ATTEST:

R. L. Whiteside

By_____ Deputy.

D C Wilson

District Judge

#71462

INDEXED COMPARED BY

STATE OF IDAHO)
COUNTY OF BENEWAH) SS

Filed Aug 9, 1949 at 1:25 O'clock P.M.
R.H.Whiteside, Clerk District Court
By Deputy

E-284 Case #2094

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT IN AND FOR THE COUNTY OF BENEWAH, STATE OF IDAHO.

BETTY CAMPBELL,

Plaintiff,

-vs-

CHARLES CAMPBELL,

Defendant.

D E C R E E

The above entitled action came on regularly for trial before the Court sitting without a jury on the 9th day of August, 1949, at ten o'clock A. M. Plaintiff appeared in person and represented by her attorney, CARL M. BUELL, and the defendant did not appear in person or by attorney; defendant having been served with summons and complaint on the 23rd day of June, 1949, and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default, his default was heretofore entered; that an affidavit was filed that said defendant was not in the military service during the pendency of this action or at all. Whereupon testimony was submitted upon behalf of the plaintiff and the Court having filed its Findings of Facts and Conclusions of Law.

NOW, THEREFORE, by reason of the law and the premises it is hereby ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matterof the action.

It is further ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the defendant and the plaintiff be, and the same are hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be awarded the custody, care and control of said minor children; and that she be granted the sum of One Hundred Fifty ($150.00) Dollars per month for the support money of said children.

DATED this 9th day of August, 1949.

O C Wilson
District Judge.

ATTEST:
R. H. Whiteside
By _____ Deputy.

Copy

COMPARED #71466 INDEXED
By
STATE OF IDAHO)
County of Benewah) ss.

Filed Aug 9, 1949 at 3:46 O'clock P.M.
R. H. Whiteside, Clerk District Court
By Deputy

E-285 Case #2093

7143

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH.

MARION DURGIN,

Plaintiff,

-vs-

HAROLD B. DURGIN,

Defendant.

DECREE

The above entitled action came on regularly for trial before the court sitting without a jury on the 9th day of August, 1949, at ten o'clock A. M. Plaintiff appeared in person and represented by her attorney, CARL M. BUELL, and the defendant did not appear in person or by attorney; defendant having been served with summons and complaint on the 27th day of May, 1949, and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default, his default was heretofore entered; that an affidavit was filed that said defendant was not in the military service during the pendency of this action or at all. Whereupon testimony was submitted upon behalf of the plaintiff and the Court having filed its Findings of Facts and Conclusions of Law.

NOW, THEREFORE, by reason of the law and premises it is hereby ORDERED, ADJUDGED AND DECREED:

That the court has jurisdiction of the parties and the subject matter of the action.

It is further ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the defendant and the plaintiff, be and the same are hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be awarded the exclusive care, custody, control and education of said minor child, Joan Durgin.

DATED this 9th day of August, 1949.

O C Wilson
District Judge

Attest:

R. V. Whiteside
Clerk of the District Court

By _____ Deputy

COMPARED INDEXED
By #71463

STATE OF IDAHO)
County of Benewah) ss

Filed Aug 9, 1949 at 1:30 O'clock P.M.
R. H. Whiteside, Clerk District Court
By Deputy

E-285 Case #2059

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH

FRANCES LAVONNE COOPER,
Plaintiff,
vs.
ROBERT E. COOPER,
Defendant.

DECREE

The above entitled cause came on regularly for trial before the court, sitting without a jury at St. Maries, Idaho, on the 9th day of August, 1949, at 10 o'clock A. M. The plaintiff appeared in person and represented by her attorney, Carl M. Buell, and the defendant did not appear either in person or by attorney, and he having been regularly and duly served with summons and complaint in this cause on the 30th day of June, 1949, and he having failed to appear, demur or answer within the time allowed by law or at all, and the defendant being in default, and his default having been entered, the court proceeded to hear the case. Whereupon, testimony was submitted for and on behalf of the plaintiff, and oral and documentary evidence received, and it further appearing to the court that the defendant is not in the military services of the United States in any capacity whatsoever, and the Court having made and filed his Findings of Facts and Conclusions of Law:

NOW, THEREFORE, by reason of the law and the premises, and by reason of the Findings of Facts and Conclusions of Law,

IT IS ORDERED that the court has jurisdiction of the parties and the subject matter of the action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff, Frances Lavonne Cooper, and the defendant, Robert E. Cooper, be and the same hereby are forever dissolved, and the parties are released from each other and from all matrimonial obligations, and the plaintiff is granted and given an absolute decree of divorce from the defendant, and the parties

are restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the children, the issue of said marriage, namely, Kathie Jeanne Cooper, and Pamala Jayne Cooper, be and they hereby are awarded to the care, control, custody and raising of the plaintiff, and the defendant is given the right to see said children at reasonable times and places.

Dated this 9th day of August, 1949.

D. C. Wilson
District Judge

ATTEST;
R. H. Whiteside
Clerk of the District Court
By Frances Mallory, Dep

71459

Indexed Compared

STATE OF IDAHO)
County of Benewah) ss.

Filed Aug. 9, 1949 at
9:26 O'clock A.M.
R. H. Whiteside
Clerk District Court
By Frances Mallory Deputy

E. 283
Case # 2091

X

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BENEWAH.

INEZ THAMM,

Plaintiff,

-vs-

JOHN A. THAMM,

Defendant.

DECREE

The above entitled matter came on regularly for trial before the court, sitting without a jury, on the 23rd day of August, 1949, at ten o'clock A. M., pursuant to stipulation of the parties filed in the cause, the defendant having acknowledged receipt of a copy of the summons and complaint, and having entered a general appearance in the cause and having filed an answer and stipulated with the plaintiff for the trial. Pursuant to said stipulation, the matter was brought on regularly for hearing. Whereupon, testimony and corroborating testimony was submitted for and on behalf of the plaintiff, and oral and documentary evidence received. No evidence was submitted on the part of the defendant and the court being advised in the premises and having made and filed his findings of facts and conclusions of law:

NOW, THEREFORE, by reason of the law and the premises, and by reason of the findings of facts and conclucions of law, IT IS ORDERED, ADJUDGED AND DECREED:

I.

That the court has jurisdiction of the parties and the subject matter of the action.

II.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff, INEZ THAMM, and the defendant, JOHN A. THAMM, be and the same are hereby wholly and forever dissolved, and the parties are released from each other and from all matrimonial obligations, and the plaintiff is granted and given an absolute decree of divorce from the defendant, and that the plaintiff

is hereby given the custody, control and care of the said minor child, John F. Thamm, subject to reasonable visitations by the defendant, and subject further to the right of said John F. Thamm to visit his father in the State of Washington on holidays, summer vacations, etc., and that the defendant is hereby ordered to pay the plaintiff the sum of $25.00 per week for the support of said minor child for a period of three (3) years, and afterwards said payments shall be reduced to $15.00 per week, until said minor child shall become twenty-one (21) years of age or sooner self-supporting.

IT IS FURTHER ORDERED that the property settlement or agreement filed herein shall be approved and be a part of this decree.

Dated this 23rd day of August, 1949.

O. C. Wilson.
District Judge

ATTEST:

R. H. Whiteside
Clerk of the District Court

By _____ Deputy.

Compared By

71544

Indexed

STATE OF IDAHO)
County of Benewah) ss.

Filed Aug 23 1949
at 11:06 O'clock A.M.
R.H.Whiteside
Clerk District Court
By Deputy

E-289 Case #2100

7146

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH

- - - - - - - - - - - - -

FLORENCE BRAYMAN,
Plaintiff,

vs.

HAROLD BRAYMAN,
Defendant,

DECREE OF DIVORCE

- - - - - - - - - - - - -

The above entitled cause came on regularly for hearing this 25rd day of August the plaintiff, Florence Brayman, appearing in person and by her attorney, Robert McFadden, and the defendant, Harold Brayman, not appearing either in person or by attorney; and it appearing to the Court that the defendant, Harold Brayman, was duly and regularly served with summons and complaint in this action by personal service outside the State of Idaho, pursuant to the orders of this Court, to-wit: In the Country of Germany, and it further appearing to this Court that the defendant signed an admission of service and also waived the provisions of 50 USCA-Secs. 50, et. seq. with respect to entry of default, and it appearing to the Court that the said defendant did not plead to said complaint, and that the time in which he might plead to said complaint has expired, and that the default of said defendant for his failure to plead to said complaint has been heretofore regularly entered herein; and the Court having heard the testimony of the plaintiff, Florence Brayman, and corroborative testimony on behalf of the plaintiff as to her residence; and Findings of Fact and Conclusions of Law having been heretofore made and filed herein; and the Court being fully advised in the premises:

NOW, THEREFORE, by reason of the law and the premises, and by reason of the Findings of Fact and Conclusions of Law, it is hereby,

ORDERED, ADJUDGED AND DECREED: That the Court has jurisdiction of the parties and of the subject matter of this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the plaintiff, Florence Brayman, and the defendant, Harold Brayman, be, and the same are absolutely dissolved, and that the plaintiff, Florence Brayman, is hereby given and granted an absolute decree of divorce from the defendant, Harold Brayman.

FURTHER, it is ORDERED, ADJUDGED, AND DECREED, that the plaintiff herein, FLORENCE BRAYMAN, is awarded the custody, control, and care of the minor child, Richard Wayne Brayman, until such time as the defendant, Harold Brayman, returns from oversees; and at such time the Court will further determine and issue orders for the further best welfare of said child, as circumstances may appear at such time, and

IT IS FURTHER ORDERED, that pending the further orders of this Court with respect to the custody and welfare of said child, that the defendant, Harold Brayman, shall pay to the plaintiff for the care and maintenance of said child, by way of allotment, or otherwise, the sum of Fifty Dollars per month.

Dated this 23rd day of August, 1949.

Attest:

R. H. Whiteside
Clerk of the District Court.

O. C. Wilson
District Judge

71545

Compared
By

Indexed

STATE OF IDAHO)
COUNTYOF BENEWAH) ss.

Filed Aug. 23, 1949
at 11:30 O'clock A.M.
R. H. Whiteside
Clerk District Court
By Deputy

E-290 Case #2095

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

Chandler Perryman,
Plaintiff

vs.

Gwen T. Perryman,
Defendant

D E C R E E

In this action the defendant having been duly and regularly personally served with summons and complaint and said defendant having duly and regularly acknowledged in writing the service of said complaint outside the state of Idaho, and the time allowed by law for answering herein having expired and the defendant having failed to appear and plead or answer to the plaintiff's complaint, and the default of said defendant having been duly and regularly entered here according to law, and the necessary non-military affidavit having been filed, this cause came on regularly to be heard before the Judge of the above entitled Court at Blackfoot, Bingham County, Idaho, on the 10th day of August, 1949, upon the complaint of the plaintiff and the default of the defendant as aforesaid, J. H. Anderson, Esq., appearing on behalf of the plaintiff and the defendant not appearing either in person or by counsel, the Court proceeded to hear the evidence adduced on behalf of the plaintiff from which it satisfactorily appears to the Court that all of the material allegations of plaintiff's complaint are proved by competent evidence free from exception or objection as to its sufficiency, relevancy and admissibility, and that the plaintiff is entitled to the relief prayed for in the complaint.

NOW, THEREFORE, the Court being fully advised in the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony now existing between the plaintiff, Chandler Perryman, and the defendant, Gwen T. Perryman, be, and the same are hereby absolutely dissolved and said parties

are, and each of them is, relieved from the obligations thereof, and restored to the status of single persons.

Dated this 10th day of August, 1949.

Preston Thatcher
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered in the above-entitled action on the 10th day of August, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Court this 11th day of August, 1949.

V. F. Wootton, Clerk of said
District Court

By Marie J. Randall Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

Adeline Janet Kirby,
Plaintiff

vs.

Lester David Kirby,
Defendant

D E C R E E

In this action the defendant having been duly and regularly served with process and said defendant having appeared by demurrer and said demurrer having been overruled, and the default of the said defendant having been duly and regularly entered herein for failure of the said defendant to answer or plead further to the plaintiff's complaint, this cause came on regularly for hearing before the Judge of the above entitled Court at Blackfoot, Bingham County, Idaho, sitting without a jury on the 10th day of August, 1949, upon the complaint of the plaintiff and the default of the defendant as aforesaid, J. H. Andersen, Esq., appearing on behalf of the plaintiff and the defendant not appearing either in person or by counsel, the Court proceeded to hear the evidence adduced on behalf of the plaintiff from which it satisfactorily appears to the Court that all of the material allegations of the plaintiff's complaint are proved by competent evidence, free from objections or exception as to its sufficiency, relevancy and admissibility, and that the plaintiff is entitled to the relief prayed for in the complaint.

NOW, THEREFORE, the Court being fully advised in the law and the premises,

IT IS ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony now existing between the plaintiff, Adeline Janet Kirby, and the defendant, Lester David Kirby, be, and the same are hereby absolutely dissolved and said parties are, and each of them is, relieved from the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, that until further order of the Court herein, the plaintiff be, and she is hereby awarded the custody of the minor child of said parties, namely, David Charles Kirby; provided, however, that the defendant shall have the right to see and visit with and have said child visit him at reasonable and convenient times.

IT IS FURTHER ORDERED that until further order of the Court herein the defendant be, and he is hereby required to pay to the plaintiff from and after the date of this decree, the sum of $30.00 per week for her support and maintenance, said payments to continue so long as the said plaintiff remains single and upon the marriage of said plaintiff, then said payments shall cease.

IT IS FURTHER ORDERED that the defendant pay to the plaintiff for the support, maintenance, and education of the minor child of said parties, the sum of $20.00 per week, said payments to continue from the date of this decree until the said minor shall have attained the age of twenty-one years, or shall otherwise have become self-supporting.

Dated this 10th day of August, 1949.

Preston Thatcher
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 10th day of August, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 11th day of August, 1949.

V. F. Wootton, Clerk of District Court.

By Marie J. Landale Deputy

7149

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

Vernal A. Gibson,
Plaintiff
vs.
Marjorie Gibson,
Defendant

D E C R E E

In this action, the defendant having been duly and regularly personally served with summons and complaint in Bingham County, Idaho, and the time allowed by law for pleading or answering herein having expired, and the defendant having failed to either plead or answer to the plaintiff's complaint, and the necessary non-military affidavit having been filed and the default of said defendant having been duly and regularly entered according to law, this cause came on regularly to be heard before Hon. Preston Thatcher, Judge of the above entitled Court at Blackfoot, Bingham County, Idaho, on the 24th day of August, 1949, upon the complaint of the plaintiff and the default of the defendant as aforesaid, J. H. Andersen, Esq., appearing on behalf of the plaintiff, and the defendant not appearing either in person or by counsel, the Court proceeded to hear the evidence adduced on behalf of the plaintiff from which it satisfactorily appears to the Court that all of the material allegations of the plaintiff's complaint are proved by competent evidence, free from objection or exception as to its sufficiency, relevancy and admissibility, and that the plaintiff is entitled to the relief prayed for in the complaint.

Now, therefore, the Court being fully advised in the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony now existing between the plaintiff, Vernal A. Gibson, and the Defendant, Marjorie Gibson, be, and the same are hereby absolutely dissolved and said parties are hereby released from all of the obligations thereof and are

hereby restored to the status of single persons.

Dated this 24th day of August, 1949.

Preston Thatcher
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 24th day of August, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 25th day of August, 1949.

V. F. Wootton, Clerk of District Court

By Marie J. Rundall Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

VEDA MAE PICKETT, Plaintiff and Cross-Defendant, -vs- PAUL J. PICKETT, Defendant and Cross-Complainant.	COPY FINAL JUDGMENT AND DECREE OF DIVORCE

The above entitled action having been brought on regularly to be heard and tried before the Honorable Preston Thatcher, Judge of the above entitled Court, sitting without a jury, on the 25th day of August, 1949, the plaintiff and cross-defendant appearing in person and with her counsel of record, Donald R. Good, Esq., and the defendant and cross-complainant appearing in person and with his counsel of record, Messrs. Black & Black, attorneys at law, Pocatello, Idaho, and the parties to this action, by and through their respective counsel having made and filed herein a Stipulation relating to the disposition of the custody and control of the minor children, the amount which defendant and cross-complainant shall be required to pay to plaintiff and cross-defendant for the support of said minor children and provisions for the payment of expenses incidental to the present pregnancy of the plaintiff and cross-defendant, attorneys' fees due plaintiff and cross-defendant's attorneys, and the award and disposition of both the real and personal property of the parties hereto and said Stipulation appearing to be fair and just and which the Court hereby adopts and confirms and the plaintiff and cross-defendant having submitted evidence and testimony establishing all of the material allegations and averments of said Complaint, which are sustained by testimony free from all legal exceptions as to competency, admissibility or sufficiency, and it appearing that said matters so alleged and proved by the testimony of two witnesses in behalf of said plaintiff and dross-defendant are sufficient in the law to entitle plaintiff and cross-defendant to the relief prayed for

in her said Complaint, as modified by said Stipulation, and the defendant and cross-complainant having failed and refused to offer any evidence or testimony in support of his Answer to said Complaint or Cross-Complaint heretofore filed herein and the Court being fully advised in the premises, and the parties hereto having heretofore waived Findings of Fact and Conclusions of Law;

NOW, THEREFORE, upon Motion of Donald R. Good, one of the attorneys of record for the plaintiff, It Is Ordered, Adjudged and Decreed by this Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided, the said Court does hereby Order, Adjudge and Decree that the marriage between the plaintiff and cross-defendant, Veda Mae Pickett, and the said defendant and cross-complainant, Paul J. Pickett, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is freed absolutely and released from said bonds of matrimony, and all of the obligations thereof, and restroed to the status of single persons;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That the following described community personal property, to-wit:

> One bedroom set; one washing machine; one automatic ironer; one radio-phonograph and records; living room set; one electric stove; one electric refrigerator and miscellaneous cooking utensils, dishes, silverware, bedding and linens;

be, and the same is hereby awarded to the plaintiff and cross-defendant as her sole and separate property, free from all right, title, claim or interest of the defendant in or to the same, or any part or portion thereof; subject to the conditions hereinafter imposed;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That the following described community property, to-wit:

> The Southerly Nine feet of Lot Eighteen, all of Lots Nineteen and Twenty in Block Forty-five of Danielson's Addition to the City of Blackfoot, Bingham County, Idaho;

shall be offered for sale and sold at theearliest possible date at the highest price obtainable therefor, and that from the said purchase price shall be deducted the sum of $275.00, being

the balance due on the purchase price of said household furniture and fixtures and the further sum of approximately $265.00, being the balance due upon a FHA loan for the re-roofing thereof, and that the balance, less any fees, costs or expenses incidental to the sale thereof, shall be divided equally, in cash, between the parties hereto;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That the care, custody and control of the minor children of the parties, namely: Paul J. Pickett, Carol Jean Pickett, and any child hereafter born as a result of said marriage, shall be awarded to the plaintiff and cross-defendant herein, subject to the right of visitation by the defendant and cross-complainant at all reasonable times and places so long as he be not in default in payment of the amount hereinafter provided for the support and maintenance of the said minor children;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That the defendant and cross-complainant shall pay to plaintiff and cross-defendant for the support and maintenance of the said minor children, including the one to be born soon, the sum of Seventy-five and no/100 Dollars ($75.00) per month, beginning September 20, 1949, and a similar payment on the 20th of each month thereafter until said children arrive at the age of eighteen years, or until further Order of the Court;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That the defendant and cross-complainant shall pay to plaintiff and cross-defendant on or before October 1, 1949, the sum of $200.00 to pay and defray all expenses in connection with her present state of pregnancy, including the birth and delivery of any child born as a result thereof;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That the defendant and cross-complainant, on or before October 1, 1949, shall pay to Donald R. Good, Esq., one of the attorneys for the plaintiff and cross-defendant, the sum of $100.00 in payment in full of the balance of attorneys' fees due plaintiff's attorneys in connection with the prosecution of this action;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That the defendant and cross-complainant's establishment, known and described as the "Clipper Cafe," at No. 195 South Broadway Street, Blackfoot, Bingham County, Idaho, and the good will thereof, and allthe following described personal property, to-wit:

> One Griswold grill; one Hotpoint deep fat fryer; two malt misers; one G. E. six-foot refrigerator; one two-compartment sink; two beverage coolers; one 40-gallon hot water heaters; one oil stove; one counter, 16 foot; nine stools; one slot machine; and all dishes, and silverware and linens;

be, and the same are hereby awarded to the defendant and cross-complainant as his sole and separate property, free from all tight, title, claim or interest of the plaintiff and cross-defendant in or to the same, or any part or portion thereof.

Dated at Blackfoot, Idaho, this 25th day of August, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 26th day of August, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court this 26th day of August, 1949.

V. F. Wootton
Clerk of said District Court

By: Von Reese Munson
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

ALICE WATSON LEWIS, Plaintiff, -vs- MABON C. LEWIS, Defendant.	D E C R E E

In this cause the above named defendant, Mabon C. Lewis, having been regularly served with process and having appeared herein by his attorneys, Black & Black, and demurred to plaintiff's complaint, and said demurrer having been thereafter withdrawn by the defendant; and the said defendant having failed and refused to plead further in said action and having consented that default be entered against him and the default of said defendant having been heretofore duly entered according to law, said cause came on regularly for hearing this date before the Judge of the above entitled Court at Blackfoot, Bingham County, Idaho, said plaintiff appearing in person and by her attorney, H. William Furchner, and no appearance being made by the defendant, either in person or by counsel; and the Court having heard the testimony of Alice Watson Lewis and of Agnes DeCola, witness for the plaintiff, the plaintiff rested, and said cause was submitted to the Court for consideration and decision; and the Court being fully advised in the law and in the premises finds that each and all of the allegations of plaintiff's complaint are proved and are true and that such allegations are proved by evidence free from any objections as to its admissibility, relevancy and materiality, and that the facts so proved are sufficient to entitle the plaintiff to the relief prayed for in her complaint;

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the plaintiff, Alice Watson Lewis,

and the defendant, Mabon C. Lewis, be and the same are hereby absolutely dissolved, and that said parties be and they are hereby restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Alice Watson Lewis, be and she hereby is awarded the absolute care, custody and control of the minor children of the parties, namely, Gwendolyn Lewis and ~~Junior~~ Mabon C. Jr. Lewis, and the defendant is hereby ordered and required to pay to the plaintiff for the support of said minor children the sum of $50.00 per month during their minority or until further order of this Court commencing September 1st, 1949; provided that the said defendant shall have the right to visit said children at reasonable times and places when not in default in the payment of the moneys hereinabove provided for the support of said children.

Dated this 26th day of August, 1949.

Preston Thatcher

District Judge.

STATE OF IDAHO)
: SS
County of Bingham)

I. V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 26th day of August, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court this 26th day of August, 1949.

V. F. Wootton
Clerk of said District Court

(Seal)

By: Von Reese Munson
Deputy.

7152

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

LORA ELLEN WHEELER, Plaintiff,	:	COPY
-vs-	:	FINAL JUDGMENT AND DECREE OF DIVORCE
MELVIN LEONARD WHEELER, Defendant.	:	

This cause having come on regularly for trial before the Court, sitting without a jury, this 28th day of June, 1949, the plaintiff and cross-defendant appearing in person and with her attorney of record, Donald R. Good, Esq., and the defendant and cross-complainant appearing in person and with his attorney of record, Merrill K. Gee, Esq.; whereupon the Court proceeded to hear the evidence and testimony adduced on behalf of each of the parties hereto and thereafter each of the said parties rested and the Court thereupon took the matter under advisement and it appearing from said evidence and testimony that the plaintiff and cross-defendant was, on the 13th day of April, 1949, duly convicted in the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, of a felony, to-wit: Adultery, as alleged in the Cross-Complaint heretofore filed herein and that the defendant and cross-complainant was on said date and in said Court duly convicted of a felony, to-wit: adultery, as alleged in the Amended Complaint of the plaintiff and cross-defendant heretofore filed herein and it further appearing that the defendant and cross-complainant is guilty of the acts of extreme cruelty alleged in said Amended Complaint and that by reason thereof the plaintiff and cross-defendant is entitled to have entered herein a Final Judgment and Decree of Divorce against the defendant and cross-complainant upon said grounds of extreme cruelty and it further appearing from the evidence and testimony that Lora Ellen Wheeler, plaintiff and cross-defendant, and Melvin Leonard Wheeler, defendant and cross-complainant, are, and each of them is at this time unfit, improper and incompetent persons to be awarded the care, custody

or control of the minor children of the parties and the parties to this action and their respective counsel have heretofore made and filed herein a Stipulation regarding the disposition and division of their real and personal property and their separate and community interests therein, which said Stipulation the Court hereby adopts and affirms, and the Court, being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff and cross-defendant, Lora Ellen Wheeler, and the defendant and cross-complainant, Melvin Leonard Wheeler, be, and the same are hereby dissolved absolutely, and that said parties be, and they are hereby restored to the status of single persons;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That the following described real and personal property, to-wit:

> Beginning at the corner of McDougall Street and North University Avenue in the City of Blackfoot, Bingham County, Idaho; thence North 100 feet; thence East 125 feet; thence South 100 feet; thence West 125 feet to the point of beginning; together with all ditches, ditch rights of way, water and water rights thereunto belonging or in anywise appertaining;
>
> One two-room frame dwelling house, being approximately 12 x 24 feet;
>
> One one-room frame house, being approximately 9 x 12 feet;
>
> One 4 x 5 feet wooden outdoor toilet;

be, and the same is hereby awarded to the plaintiff and cross-defendant as her sole and separate property, free from all right, title, claim or interest of the defendant and cross-complainant in or to the same, or any part or portion thereof;

IT IS SO FURTHER ORDERED, ADJUDGED AND DECREED, That the following described real and personal property, to-wit:

> Beginning at a point 100 feet North of the corner of McDougall Street and North University Avenue in the City of Blackfoot, Bingham County, Idaho; thence North 50 feet; thence East 125 feet; thence South 50 feet; thence West 125 feet to the point of beginning; together with ditches, ditch rights of way, water and water rights thereunto belonging or in anywise appertaining; subject to all existing contracts, liens or incumbrances thereon;
>
> Approximately 650 cement blocks belonging to the parties, and certain loose and unassembled boards and lumber;

be, and the same are hereby awarded to the defendant and cross-complainant as his sole and separate property, free from all right, title, claim or interest of the plaintiff and cross-defendant in or to the same, or any part or portion thereof; and that the defendant and cross-complainant shall be alowed forty-five (45) days from and after date hereof in which to remove said cement blocks and loose boards and lumber from the real property herein awarded to the plaintiff and cross-defendant;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That pending the further Order of the Court herein the care, custody and control of the minor children of the parties, to-wit: John Allen Wheeler and James Alvin Wheeler, be, and the same are hereby awarded to Clara F. Wheeler, paternal grandmother of the said minor children, until such time as the parties to this action, or either of them, have demonstrated to the Court their reformation and fitness to take and retain custody of said children;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That pending the further Order of the Court herein the defendant and cross-complainant shall pay to the said Clara F. Wheeler the sum of $25.00 monthly for the support and maintenance of said minor children.

DATED at Blackfoot, Idaho, this 7th day of September, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I HEREBY CERTIFY that the within and foregoing instrument is a full, true and correct copy of the JUDGMENT AND DECREE as entered in the above entitled civil action, as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of my office at Blackfoot, Bingham County, Idaho, this 7th day of September, 1949.

V. F. Wootton, Clerk

By Marie J. Randall
Deputy Clerk and Ex-Officio Reco

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

ETHEL M. BIRD,

Plaintiff,

-vs-

CHARLES WILFORD BIRD, SELDON RICHARD CLEGG, and ETHEL CLEGG,

Defendants.

JUDGMENT AND DECREE

This case came on for trial before the Honorable Preston Thatcher, District Judge, at the Court Room of the Court in Blackfoot, Idaho, on August 29th, 1949 at 10:00 o'clock A. M.; plaintiff was present with her attorneys, Black & Black of Pocatello, Idaho; defendant was present with his attorneys, Merrill & Merrill of Pocatello, Idaho. Evidence was introduced by plaintiff in support of the allegations of her complaint; no evidence was introduced by the defendant in opposition thereto, or in support of defendant's cross-complaint.

The Court having considered all of the evidence introduced, finds that the evidence sustains the allegations of plaintiff's complaint, free and clear of all legal objection, and that plaintiff is entitled to a divorce from the defendant on her complaint, and the money to be paid her in full settlement of her property rights in this case, as herein provided; That defendant is not entitled to any relief upon his cross-complaint and the same should be dismissed. It was stipulated by counsel in open court that the making and entry of formal findings-of-fact and conclusions-of-law are waived by the parties.

The Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I.

That the bonds of matrimony existing between plaintiff and defendant, be, and the same are hereby dissolved, and the parties herein are hereby restored to the status of single persons, and plaintiff is restored to her name before the marriage, namely; Ethel M. Lent.

II.

That defendant shall pay to plaintiff the sum of ten thousand dollars ($10,000.00) cash, which sum shall be paid to her immediately after the signing of the decree, and which sum shall be in full settlement of all her rights and claims against the defendant for community property interest, or for any other claim she might have against defendant, and that all other property of whatever nature, including notes, mortgages, bank deposits, or any other monies or property however evidenced, and of real estate however described, standing on record in the name of said defendant, other than the said ten thousand dollars ($10,000.00), is hereby awarded to the defendant as his sole and separate property.

III.

AND, IT IS ORDERED AND ADJUDGED, that plaintiff is hereby ordered and adjudged to sign any necessary deed or instrument carrying out the terms of this decree.

DATED this 29th day of August, 1949.

Preston Thatcher
District Judge,

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered in the above-entitled action on the 29th day of August, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 30th day of August, 1949.

V. F. Wootton, Clerk of said
District Court.

By Marie D. Randall
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE.

- - - - - - - - - -

MAXINE O. PENNEY,)
Plaintiff,)
VS) D E C R E E
ROSS M. PENNEY,)
Defendant.)

* * * * * * *

This cause having been brought on to be heard this day, in open court, upon the complaint herein, taken as confessed by defendant, and default of the defendant having been duly entered, proofs were adduced, and it appearing that all material allegations of the complaint are sustained, and that plaintiff has been for more than six full weeks prior to the commencement of this action a resident of Blaine County, Idaho.

On motion of Joseph McFadden, attorney for plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED, as follows:

I

That the marriage between plaintiff, Maxine O. Penney, and defendant, Ross M. Penney, be dissolved, and the same is hereby dissolved accordingly.

II

That the agreement entered into by and between plaintiff and defendant on July 19, 1949, introduced in evidence is here by ratified and confirmed.

III

That the plaintiff shall have the full care, custody and control of the minor children of plaintiff and defendant, to-wit: Connie Faye Penney, age four as of July 27, 1949, and Eddie Leslie Penney, age ten who will be eleven years on September 5, 1949, subject however, to the right of the husband to visit said children at reasonable times and places.

IV

That the defendant shall pay to the plaintiff on the 5th and 20th day of each month commencing August 20, 1949, the sum of $30.00 that is, the sum of $60 per month being $30 for each of the said minor children for their support maintenance and care. That said payments shall continue during the respective minority of said children or until said children shall have married or until further order of this court.

Done in Open Court this 11th day of August, 1949.

D. H. Sutphen
DISTRICT JUDGE

STATE OF IDAHO)
) SS
COUNTY OF BLAINE)

I, GEORGE F. McCOY, Clerk of the District Court of the Fourth Judicial District, State of Idaho, County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original decree and above entitled action now on file in my office at Hailey, Idaho.

Given under my hand and seal of said Court in my office this 11 day of August, 1949.

George F. McCoy
Clerk of District Court

X

COPY 7155

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF BONNER

CHARLES L. SHEEHAN,
Plaintiff,
vs.
MARY SHEEHAN,
Defendant.

No. 6455

DECREE

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 10-304 Idaho Code; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service, as shown by the records herein.

3. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of mental cruelty.

ENTERED at Coeur d'Alene, Kootenai County, Idaho this 1st day

STATE OF IDAHO } ss.
County of Bonner }
Filed August 2 1949
at 10:00 o'clock A. M.
Alex T. Russell,
Clerk of District Court.
By Vivian E. Shoemaker,
Deputy.

of August, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Alex T. Russell,
Clerk, District Court.

By Vivian E. Shoemaker,
Deputy.

STATE OF IDAHO)
) ss.
COUNTY OF BONNER)

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 2d day of August, 1949.

Alex T. Russell,
Clerk.

By Vivian E. Shoemaker
Deputy.

6474 2115

7156

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

CHARLES H. VAN SCHAACK,
Plaintiff,
vs.
MAUDE VAN SCHAACK,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Coeur d'Alene, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 5th day of August, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of his attorneys, O. J. Bandelin; the defendant did not appear, nor was she represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Charles H. Van Schaack, and the defendant, Maude Van Schaack, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

Done in Open Court at Coeur d'Alene, Idaho, this 5th day of August, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO } ss.
County of Bonner }

Filed August 5, 1949
2:15 o'clock P. M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6474, CHARLES H. VAN SCHAACK, Plaintiff, vs. MAUDE VAN SCHAACK, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 5th *day of* August, *19*49

Alex T. Russell, *Clerk*

By Vivian E. Stevenson *Deputy*

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

ALMA FARROW,
Plaintiff,
vs.
GEORGE FARROW,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Coeur d'Alene, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 3rd day of August, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been served by publication and mailing of a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, Glenn E. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Alma Farrow, and the defendant, George Farrow, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of

STATE OF IDAHO)
County of Bonner) ss.

Filed August 12 A.D. 49
at 9:45 o'clock A.M.
Alex T. Russell
Clerk
By Vivian E. Shoemaker

wilful neglect on plaintiff's first cause of action, and upon the grounds of having lived separate and apart from each other for a period of five years or more without cohabitation on plaintiff's second cause of action.

Done in Open Court at Sandpoint, Idaho, this 3rd day of August, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6459, ALMA FARROW, Plaintiff, vs. GEORGE FARROW, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 12th *day of* August, *19*49

Alex T. Russell *Clerk*

By Vivian E. Shoemaker *Deputy*

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

JACOB HOMER,
Plaintiff,
vs.
FRANCES HOMER,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Coeur d'Alene, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 8th day of August, 1949, upon the Complaint of plaintiff and Answer of the defendant, a Stipulation having been filed in the action setting the case for trial on the above date.

Plaintiff appeared in person with a witness and one of his attorneys, Glenn E. Bandelin: the defendant did not appear, but was represented by counsel: plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by Stipulation, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Jacob Homer, and the defendant, Frances Homer, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the sum of Thirty-five ($35.00) Dollars per week be awarded the defendant, Frances Homer, as alimony, commencing August 6, 1949.

Done in Open Court at Coeur d'Alene, Idaho, this 8th day of August, 1949.

O. C. Wilson
District Judge

State of Idaho
County of Bonner } ss.
Filed August 12 49
9:45 A.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6489, JACOB HOMER, Plaintiff, vs. FRANCES HOMER, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 12th *day of* August, *19*49

Alex T. Russell, *Clerk*

By Vivian E. Shoemaker *Deputy*

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DOROTHY COLE,
Plaintiff,
vs.
FRANCIS COLE,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Coeur d'Alene, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 18th day of August, 1949, upon the Complaint of plaintiff and Answer of the defendant, a Stipulation having been filed in the action setting the case for trial on the above date.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by Stipulation, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Dorothy Cole, and the defendant, Francis Cole, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be awarded the sum of One Hundred ($100.00) Dollars per month for alimony, payments to be made monthly and on the 20th day of each month commencing August 20, 1949.

STATE OF IDAHO)
County of Bonner) ss.

August 18, 49
1:15 P.
Alex T. Russell,
Vivian E. Shoemaker,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be awarded the care, custody and control of the minor children, Billy Joel Cole and Patricia Ann Cole, subject to the right of the defendant to visit said children at reasonable and proper times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be awarded the sum of One Hundred ($100.00) Dollars per month for support of the two minor children, Billy Joel Cole and Patricia Ann Cole, payments to be made monthly and on the 20th day of each month commencing August 20, 1949.

Done in Open Court at Coeur d'Alene, Idaho, this 18th day of August, 1949.

D. C. Wilson
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6488, DOROTHY COLE, Plaintiff, vs. FRANCIS COLE, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 18th *day of* August, 1949

Alex T. Russell, *Clerk*

By Vivian E. Shoemaker, *Deputy*

11:30 6335

7160

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

LAURENCE R. SALDECKE, Plaintiff, vs. VIRGINIA H. SALDECKE, Defendant.	ORDER MODIFYING DECREE OF DIVORCE

On July 29, 1949, at the hour of 10 in the forenoon of said day and in the Courtroom of the Court at the Court House in Sandpoint, Bonner County, Idaho, the plaintiff and defendant, now Virginia H. Libera, appeared in Court personally and with witnesses in response to an Order to Show Cause that had been previously issued asking for a modification of the divorce Decree insofar as the care, custody and control of the minor child, Michael Anthony Saldecke, was concerned. One of the plaintiff's Attorneys, Raymond T. Greene, Jr., also appeared for the plaintiff, and O. J. Bandelin, one of the Attorneys for the defendant, appeared in person. All parties concerned announced they were ready for trial. Witnesses were duly sworn and examined in Open Court. Both sides rested.

The Court took the case under advisement and after duly considering the testimony in said cause finds that the defendant, Virginia H. Libera, formerly Virginia H. Saldecke, is a fit and proper person to have the care, custody and control of the minor child, Michael Anthony Saldecke.

IT IS HEREBY ORDERED That henceforth the care, custody and control of said minor child, Michael Anthony Saldecke, be and hereby is awarded to the defendant, now Virginia H. Libera, subject to the right of the plaintiff, Laurence R. Saldecke, to visit said child at all reasonable and proper times.

State of Idaho)
County of Bonner)
August 26, '49
11:30 A.
Alex T. Russell,
Clerk of District Court.
Vivian E. Shoemaker,
Deputy.

IT IS FURTHER ORDERED That the minor child, Michael Anthony Saldecke, is to remain within the jurisdiction of this Court.

Done in Open Court at Sandpoint, Idaho, this 26th day of August, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original ORDER MODIFYING DECREE OF DIVORCE. Case No. 6335, LAURENCE R. SALDECKE, Plaintiff, vs. VIRGINIA H. SALDECKE, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 26th *day of* August, *19*49.

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

11 7 8 6466

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

MARJORIE SPURGIN,
Plaintiff,
vs.
PHILLIP SPURGIN,
Defendant.

DECREE

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 27th day of August, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin: the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Marjorie Spurgin, and the defendant, Phillip Spurgin, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

STATE OF IDAHO } ss.
County of Bonner }
Filed August 27, A.D. 49
11:58 o'clock A. M.
Alex T. Russell,
Clerk of District Court.
By Vivian E. Shoemaker,
Deputy.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff is awarded the care, custody and control of the minor children, Ronald Spurgin, Lynette Spurgin, Larry Spurgin and Randal Spurgin, subject to the right of the defendant to visit said children at reasonable and proper times if he complies with the orders of the Court for their support.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff is awarded the sum of Two Hundred ($200.00) Dollars per month support money for herself and the children, payments to commence the 1st day of September, 1949, and payable on the 1st day of each month thereafter.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff is awarded the sum of One Hundred Twenty-five ($125.00) Dollars for Attorney's fees and Twenty ($20.00) Dollars suit money.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff is awarded the Buick automobile and the household goods and furniture as her sole and separate property and that the defendant have no further right, title nor interest therein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant is awarded the truck as his sole and separate property and that the plaintiff have no further right, title nor interest therein.

Done in Open Court at Sandpoint, Idaho, this 27th day of August, 1949.

STATE OF IDAHO, }
County of Bonner } *ss.*

E. V. Boughton
District Judge

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6466, MARJORIE SPURGIN, Plaintiff, vs. PHILLIP SPURGIN, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 27th *day of* August, *1949*

Alex T. Russell, *Clerk*

By Vivian E. Shoemaker *Deputy*

6491 - 10:40

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

FERNE VAN GELDER,
Plaintiff,

vs.

FRANCIS J. VAN GELDER,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 29th day of August, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin: the defendant did not appear, nor was he represented by counsel: plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Ferne Van Gelder,

STATE OF IDAHO)
County of Bonner) ss.
Filed August 29, A.D. 49
at 10:40 o'clock A.M.
Alex T. Russell,
Clerk of District Court.
By Vivian E. Shoemaker,
Deputy.

and the defendant, Francis J. Van Gelder, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of wilful neglect.

Done in Open Court at Sandpoint, Idaho, this 29th day of August, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE IN CIVIL ACTION NO. 6481, FERNE VAN GELDER, Plaintiff, vs. FRANCIS J. VAN GELDER, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 29th *day of* August, 1949

Alex T. Russell, *Clerk*

By Vivian E. Shoemaker *Deputy*

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

YVONNE GLOVER,

Plaintiff,

vs JUDGMENT

RICHARD GLOVER,

Defendant.

The above entitled cause came on for final hearing before the undersigned Judge of said District Court, at chambers of the Court, at Idaho Falls, Bonneville County, Idaho, this 1st day of July, 1949, the plaintiff appearing in person and by Albaugh, Bloem & Hillman, her attorneys, no appearance being made by or for the defendant, it appearing that the Summons and Complaint in said cause having been duly served upon the defendant and that the defendant thereafter interposed a demurrer to said complaint, which demurrer was thereafter withdrawn by a stipulation entered into between the parties, and which stipulation provides, among other things, that the defendant admits service of the Summons and Complaint in said cause, refuses to answer, demur, or plead further, consents that default may be entered against him and to an immediate hearing of said cause without further notice, waives the making of findings of fact and conclusions of law, and consents to the entry of a decree in said cause.

Evidence was thereupon introduced in said cause by the plaintiff in support of the allegations of the complaint, and upon due consideration thereof and of the files and records of said cause, the Court finds that the complaint is fully sustained by the evidence, that the said stipulation is just and fair in its provisions for the division of the property of the parties and for the care,

custody, maintenance and support of the minor child of the parties, Kristine Glover, and the Court approves and adopts the terms and conditions of said stipulation.

IT IS THEREFORE ADJUDGED AND DECREED, as follows:

1. That the marriage relation heretofore existing between the parties to this action be, and the same hereby is, in all things dissolved, and the parties are restored to the status of single persons.

2. That the plaintiff have as her sole and separate property and for her sole and separate use and benefit, all dishes, silverware, cooking utensils, linen and household furniture and equipment of every kind, nature and description heretofore owned by the parties to this action.

3. That the sole care, control and custody of the minor child of the parties, Kristine Glover, be, and the same hereby is, awared to the plaintiff, provided, however, that the defendant shall have the right to see and visit said minor child at all reasonable times and places.

4. That the defendant shall pay to the plaintiff for the support of said minor child the sum of Twenty Dollars ($20.00) per month, payable monthly, commencing with July 10, 1949, until said minor child arrives at legal age.

Dated August 5th, 1949.

HENRY S. MARTIN

District Judge.

STATE OF IDAHO, }
County of Bonneville, } ss.

7163

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Judgment in Case # 7407 entitled Yvonne Glover, Plaintiff, vs. Richard Glover, Defendant

Recorded in Book 15 of Judgments, page 411,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 14th day of September, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

JOY WASHBURN PLAINTIFF	
VS	DECREE OF DIVORCE
MELVIN C. WASHBURN DEFENDANT	

This cause came on regularly to be heard this 5th day of August, 1949, in the court chambers of the above entitled court at Idaho Falls, Bonneville County, Idaho, before Honorable Henry S. Martin sitting without a jury; that H. L. Fronk and Joy Washburn appeared for and on behalf of said plaintiff; that L. H. Merrill, attorney, appeared and represented the plaintiff in said cause; that the defendant did not appear in person and was not represented by counsel; that witnesses were sworn and testified and other documentary evidence was introduced, and the court being fully advised as to the law and the facts finds as follows:

1. That the plaintiff and the defendant were married at Nampa, Idaho, on the 20th day of March, 1948, and that no issue have been born as a result of said marriage.

2. That the plaintiff and the defendant have been residents of the State of Idaho since said marriage, March 20, 1948.

3. That the allegations of the plaintiff's complaint have been duly proven.

4. That the defendant has been duly served with a copy of the complaint together with a copy of the summons; that time for answer has elasped and default has been properly filed and an affidavit of non-military service has also been filed pursuant to law.

5. That during coveture of the plaintiff and the defendant there has been an accumulatiom of no community property, either real or personal.

6. That the Court has jurisdiction over the parties and subject matter of these proceedings.

CONCLUSION OF LAW

That as a conclusion of law the court finds that the marriage of the plaintiff, Joy Washburn and the defendant Melvin C. Washburn, should be desolved absolutely.

DECREE

IT IS ORDERED ADJUDGED AND DECREED, That the bonds of matrimony existing between the plaintiff, Joy Washburn and the defendant, Melvin C. Washburn, be dissolved absolutely, and said marriage is dissolved accordingly, and the Plaintiff's maiden name Joy Fronk is restored.

Dated this 5th day of August, 1949.

Henry L. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

7164

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7436 entitled Joy Washburn, Plaintiff vs. Melvin C. Washburn, Defendant,

Recorded in Book 15 of Judgments, page 414

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 14th day of September, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

MARIE S. KELLAR,	:	(COPY)
Plaintiff,	:	
vs.	:	DECREE OF DIVORCE
FRED L. KELLAR,	:	
Defendant.	:	

. . . . . .

This cause coming on regularly for hearing before the Hon. Henry S. Martin, Judge of the above entitled Court, at Chambers, in the City of Idaho Falls, County of Bonneville, State of Idaho, within said Judicial District, this 11th day of August , 1949, at the hour of ten o'clock A. M., of said day, plaintiff appearing in person and by Paul T. Peterson, her attorney, and the defendant not appearing and no one appearing for him, and his default having been heretofore regularly entered herein.

The Court having examined the files of this action and finding that service of Complaint and Summons upon the defendant, Fred L. Kellar, has been legally made and the time having expired for his appearance, and the default of said defendant having been heretofore duly and regularly entered, the Court proceeded to hear the case upon the verified Complaint herein and the testimony of plaintiff and the testimony of a corroborating witness as to residence on behalf of said plaintiff, and the Court further finding that all of the property rights both community and separate between the parties having been settled in accordance with a certain agreement on file herein, dated June 3rd, 1949, and that proper deeds of conveyances have been executed or will be executed forthwith and the Court approving such property settlement, and the Court further finding that there is to be no alimony to be paid plaintiff, and the matter having been submitted to the Court for judgment, and the Court having considered all the evidence and being fully advised in the premises, and it appearing that all material allegations of plaintiff's complaint are true, and the Court finding the same to be true, the parties having waived the Findings of Fact and Conclusions of Law, and all and singular the laws and premises being by the Court considered, and the Court having jurisdiction of the matter and of the parties hereto.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff and defendant be and the same are hereby dissolved and each of said parties freed from the obligations thereof and each restored to the status of a single person.

Done at Idaho Falls, Idaho, this 11th day of August 1949.

Henry S. Martin
District Judge.

STATE OF IDAHO, }
County of Bonneville, } ss.

7165

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7437 entitled Marie S. Kellar, Plaintiff vs. Fred L. Kellar, Defendant

Recorded in Book 15 of Judgments, page 423,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 14th day of September, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

EMILY GARNEAU FREEMAN,

Plaintiff,

vs

JUDGMENT

LYLE FREEMAN,

Defendant.

This cause came on for final hearing before the Court, this 12th day of August, 1949, at Chambers of the Court, at Idaho Falls, Bonneville County, Idaho, Albaugh, Bloem & Hillman appearing as attorneys for the plaintiff, and no appearance being made by or for the defendant, it appearing that said defendant has made his written appearance in said action, under which the defendant has admitted due and legal service of the summons upon him, by receipt of a true copy thereof, attached to which was a true copy of the complaint filed herein, has submitted himself to the jurisdiction of the Court in this cause, and refused to demur, answer or plead further, waived additional time in which to plead further, and consented that default be entered against him, and to an immediate hearing of this cause without further notice, and it further appearing that the default of the defendant has been entered herein as provided by law, evidence in support of the allegations of the complaint was adduced by and on behalf of the plaintiff, and upon due consideration thereof, and of the files and records of this cause, the Court finds that the allegations of the Complaint are fully sustained by the evidence and that plaintiff is entitled to the relief demanded in said complaint.

It is therefore, ORDERED, ADJUDGED, and DECREED, as fol-

lows:

I

That the bonds of matrimony heretofore existing between the plaintiff, Emily Garneau Freeman, and the defendant, Lyle Freeman, be, and the same hereby are, in all things dissolved, and the parties are hereby restored to the status of single persons.

II

That the maiden name of the plaintiff, Emily Garneau, be, and the same hereby is restored to her.

Dated August 12, 1949.

HENRY S. MARTIN
District Judge.

STATE OF IDAHO, }
County of Bonneville, } ss.

7166

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case #7439 entitled Emily Garneau Freeman, Plaintiff vs. Lyle Freeman, Defendant

Recorded in Book 15 of Judgments, page 425,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 14th day of September, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

SAMUEL E. WADDELL, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
RUBY GENEVA WADDELL, Defendant.	)	

The above-entitled cause came on for hearing this 5th day of August, 1949, the plaintiff appearing with counsel, John M. Sharp, and his witness. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has filed to plead thereto; that the default of the defendant has been duly entered and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of extreme cruelty.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Samuel E. Waddell, and the above-named defendant, Ruby Geneva Waddell, be, and the same hereby is, forever dissolved, set aside and held for naught.

II.

That the following community property, to-wit: One 1941 K-5 International Truck, one davenport, one bed, and one stove, be awarded to the plaintiff, as his sole and separate property.

III.

That the following community property be awarded to the defendant as her sole and separate property: One washing machine, silverware, linen, bedding and radio.

IV.

That all community property belonging to the parties hereto and not mentioned in this Decree except that specifically mentioned in the foregoing paragraph, is hereby awarded to the plaintiff as his sole and separate property.

DATED AT IDAHO FALLS, this 5th day of August, 1949.

Henry L. Martin

DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

7167

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7429 entitled Samuel E. Waddell, Plaintiff vs. Ruby Geneva Waddell, Defendant

Recorded in Book 15 of Judgments, page 417

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 14th day of September, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

COPY

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

HUBERT E. RISLEY Plaintiff vs. BETTY MARIE DEAN RISLEY Defendant	DECREE OF DIVORCE

The above entitled cause came on for hearing this 12th day of August, A.D., 1949; A.A. Merrill appearing for and on behalf of the plaintiff and no one appearing for the defendant; it appearing to the court that the defendant was personally served with summons and complaint and the time allowed by law in which to answer having expired; the default of the defendant having been duly filed; due proof having been submitted touching the allegations of plaintiff's complaint by affidavit of plaintiff and testimony of A. A. Merrill who testified for and on plaintiff's behalf relative to his residence, and the court being fully advised in the premises, now therefore:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the bonds of matrimony heretofore existing by and between the plaintiff and the defendant be and the same are hereby dissolved and that each party is placed in the status of single persons.

It is further ordered, adjudged and decreed, that the defendants maiden name, towit: Betty Marie Dean, be and the same is hereby restored to her.

Dated this 12th day of August, 1949.

Henry S. Martin
District Judge

7168

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7409, entitled Hubert E. Risley, Plaintiff vs. Betty Marie Dean Risley, Defendant.

Recorded in Book 15 of Judgments, page 451,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 14th day of September, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

ERMA L. CODER, Plaintiff, vs. WALTER W. CODER, Defendant.	D E C R E E

This cause came on regularly for trial before the Honorable Henry S. Martin, District Judge, at Chambers, at Idaho Falls, Bonneville County, Idaho, on the 12th day of August, 1949, Holden & Holden appearing for and in behalf and as the attorneys of record of the above named plaintiff, and no one appearing for or in behalf of the above named defendant; whereupon the plaintiff was duly and regularly sworn and examined and testified for and in her own behalf, and thereupon Nona Hales was duly and regularly sworn and examined and testified for and in behalf of the above named plaintiff, and thereupon the above named plaintiff rested, and the above named defendant having submitted no proof for or in his own behalf, this cause was thereupon submitted to the Court for its decision upon the testimony and documentary evidence submitted for and in behalf of the above named plaintiff, and the Court being fully advised in the premises, now finds as follows:

I

That the above named defendant has been duly and regularly served with a true copy of the Summons issued out of said Court in said cause, attached to which was a true copy of the Complaint, filed herein as provided by law; that the defendant failed to appear or answer, or otherwise plead to said plaintiff's Complaint on file herein, either in person or by his attorney within the time required by law, or at all; that the time for answering having expired, the default of said defendant has been duly and regularly

entered according to law; that the defendant is not in the military service of the United States, nor in any branch of the service thereof; that this Court has jurisdiction of the subject matter of this action, and of the person of the above named plaintiff, and of the person of the above named defendant; that all the allegations of plaintiff's Complaint on file herein are true; that the plaintiff is entitled to a Decree of divorce as prayed for in her Complaint filed herein.

NOW THEREFORE, on motion of Holden & Holden, the attorneys of record of the above named plaintiff:

I

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Erma L. Coder and the above named defendant, Walter W. Coder, be, and the same is hereby forever dissolved, set aside and held for naught, and that plaintiff and defendant and each of them be, and they are hereby forever absolutely released from all the obligations thereof.

II

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff, Erma L. Coder, be and she is hereby awarded as her sole and separate property and for her sole and separate use and benefit, the following described real and personal property, to-wit:

One 1941 Nash Sedan Automobile, and all the real property standing in the name of said plaintiff,

and the defendant, be and he is hereby divested of all right, title and interest in and to the same.

III

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the plaintiff be, and she is hereby restored to her former name, Erma L. Smith.

IV

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED,

That plaintiff have judgment against the said defendant for the sum of $116.40, lawful money of the United States, as and for plaintiff's attorneys' fees herein, and Court costs, and that execution issue thereon.

Dated this 12 day of August, 1949.

Henry S. Martin
District Judge

STATE OF IDAHO, } ss.
County of Bonneville, }

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree in Case #7428 entitled Erma L. Coder, Plaintiff vs. Walter W. Coder, Defendant.
Recorded in Book 15 of Judgments, page 428.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 14th day of September, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

FAYE JOHNSON,	)	
Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
BILL REX JOHNSON,	)	
Defendant.	)	

The above-entitled cause came on for hearing this 17th day of August, 1949, the plaintiff appearing with counsel, John M. Sharp, and her witness. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has failed to plead thereto; that the default of the defendant has been duly entered, and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of extreme cruelty,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Faye Johnson, and the above-named defendant, Bill Rex Johnson, be, and the same hereby is, forever dissolved, set aside and held for naught.

II.

That the following property, to-wit: One small trailerhouse presently located in Pocatello, Idaho, be awarded to the plaintiff as her sole and separate property.

III.

That the following property, to-wit: One 1936 Plymouth Coupe be awarded to the defendant as his sole and separate property.

IV.

That the care, custody and control of Lonnie Rex Johnson, the minor son of plaintiff and defendant, be and the same is hereby awarded to the plaintiff, subject to the right of defendant to visit said child at all reasonable times and places and subject further to the right of defendant to have the child in his custody for brief periods during each year.

V.

That the defendant shall pay to the plaintiff for the support, maintenance and education of the said minor child of plaintiff and defendant, the sum of $30.00 per month, payable monthly on or before the 10th day of each month commencing with the month of September, 1949.

VI.

That the defendant pay to the plaintiff the sum of $75.00 as and for attorney's fees and the sum of $16.40 as and for court costs incurred in the prosecution of this action and that the plaintiff have judgment against defendant for said sum, together with interest thereon at the rate of 6% per annum from the date hereof until paid.

DATED AT IDAHO FALLS, IDAHO, this 17th day of August, 1949.

/s/ Henry S. Martin
DISTRICT JUDGE

7179

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7442 entitled Faye Johnson, Plaintiff, vs. Bill Rex Johnson, Defendant,

Recorded in Book 15 of Judgments, page 437.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 14th day of September, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

oOo

Ann Torneten, Plaintiff, vs Ray Torneten, Defendant.	DECREE

This case came on regularly for hearing this August 17, 1949, upon plaintiff's complaint filed herein, Alvin Denman appearing as plaintiff's attorney, and no one for defendant; and it appearing from the files that the defendant has been regularly served with summons and has failed to plead to said complaint within the time required by law, and defendant's default having been entered for failure to plead within said time; and it appearing from plaintiff's testimony that she is entitled to the relief prayed for; and it appearing from plaintiff's testimony, corroborated by one witness, that the plaintiff was a bona fide resident of the state of Idaho for more than six weeks immediately prior to the commencement of said action; and the court being fully advised in the premises;

It is ordered, adjudged and decreed that the bonds of matrimony between plaintiff and defendant are hereby dissolved absolutely; and the plaintiff is awarded the custody of Paula Ann Torneten, minor child of the parties; and the defendant is hereby

required to pay to the plaintiff on the first of each and every month, commencing September 1, 1949, and until the further order of this court, the sum of $30 for the support and maintenance of said minor child; and the defendant is further ordered to pay plaintiff's attorney's fee of $100 on or before October 1, 1949, and the sum of $16.40, court and sheriff's costs.

Henry S. Martin
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

7171

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in case # 7450 entitled Ann Torneten, Plaintiff vs. Ray Torneten, Defendant.

Recorded in Book 15 of Judgments, page 440

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 14th day of September, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

ALICE MARGURETTE WAREHAM,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
ROBERT M. WAREHAM,)
Defendant.)

- - - - - - - - - - - - - - - -

The above entitled cause came on for hearing this 19th. day of August, 1949; the plaintiff appeared with counsel, John Ferebauer, and her witness, Thelma Wriedt. The defendant did not appear, either in person or by counsel; and it appearing to the Court that the defendant was duly served and has failed to plead thereto; that the default of the defendant has been duly entered and the affidavit of non-military service duly filed; the plaintiff having submitted proofs touching the allegations of the complaint, and the Court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a decree of divorce on the ground of cruelty;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That the bonds of matrimony heretofore existing by and between the plaintiff, Alice Margurette Wareham, and the defendant, Robert M. Wareham, be dissolved absolutely.

2. That the care, custody, control and education of the minor children of plaintiff and defendant, namely, Pamela Wareham, Ronald Wareham, Morris Wareham, Tommy Wareham, Monte Wareham and Tonia Wareham, be, and the same is hereby awarded to the plaintiff.

3. That the defendant, Robert M. Wareham, shall pay to the plaintiff the sum of $100.00 per month, beginning August 19, 1949, as and for support money for the above named minor children.

4. That the plaintiff be, and she is hereby awarded all of the community property of plaintiff and defendant, consisting of household goods and effects.

Made, dated and entered this 19th. day of August, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

172

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case #747 entitled Alice Margurette Wareham, Plaintiff, vs. Robert M. Wareham, Defendant.

Book 15 of Judgments, page 443,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 14th day of September, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

Fi...

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE AUG 20 1949

ALAN RAY DAVIES,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
MARY COLLEEN DAVIES,)
Defendant.)

The above-entitled cause came on for hearing this 19th day of August, 1949, the plaintiff appearing with counsel, John M. Sharp and his witness. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has failed to plead thereto; that the default of the defendant has been duly entered; and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of extreme cruelty and it further appearing that plaintiff and defendant have entered into a written agreement regarding the settlement of the property rights of every nature existing between them and also regarding the care, custody and control of the minor child of plaintiff and defendant.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Alan Ray Davies, and the above-named defendant, Mary Colleen Davies, be, and the same hereby is, forever dissolved, set aside and held for naught.

II.

That the care, custody and control of Steven Davies, the minor child of plaintiff and defendant, shall be awarded to the plaintiff, subject to the right of the defendant to visit said child at all reasonable times and places.

III.

That the plaintiff shall have, as his sole and separate property, the interest which plaintiff and defendant have heretofore held in a 1941 Willys Coupe, on which there remains an unpaid balance of $25.00. The plaintiff shall be required to meet the terms of this obligation.

IV.

That the defendant shall have, as her sole and separate property, the radio, washing machine, miscellaneous bedding, dishes and kitchen equipment and all other community property previously owned by plaintiff and defendant.

DATED this 19th day of August, 1949.

STATE OF IDAHO, }
County of Bonneville, } ss.

HENRY S. MARTIN
DISTRICT JUDGE

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in case #7458 entitled Alan Ray Davies, plaintiff, vs. Mary Colleen Davies, Defendant

Recorded in Book 15 of Judgments, page 446

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 14th day of September, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

MADGE W. CUTLER
PLAINTIFF

VS

EDWIN L. CUTLER
DEFENDANT

DECREE OF DIVORCE

This cause came on regularly to be heard ~~this~~ on the 29th day of July, 1949, in the Court Chambers of the above entitled Court at Idaho Falls, Bonneville County, Idaho, before Honorable Henry S. Martin sitting without a jury; that Vion Mathews and Madge W. Cutler appeared as witnesses for and on behalf of the plaintiff and L. H. Merrill, attorney, appeared for and in behalf of said plaintiff; that the defendant did not appear in person and was not represented by counsel; the witnesses were sworn and testified and other documentary evidence was introduced, and the court being fully advised as to the law and the facts finds as follows:

1. That the plaintiff and the defendant were married at Dillon, Montana, on the 21st day of April, 1946 and as a result of said marriage there was born one child, Carolyne Cutler, age two years.

2. That the allegations in plaintiff's complaint have been duly proven by said witnesses and the conclusions of law.

3. That the defendant has been duly served with a copy of the summons and complaint; that time for answer has elasped and default has been properly filed and an affidavit of non-military service has also been filed pursuant to law.

4. That during coveture of the plaintiff and the defendant there has been accumulated no community property, either real or personal.

5. That the court has jurisdiction over the parties and subject matter of these proceedings.

CONCLUSION OF LAW

That as a conclusion of law the Court finds that the marriage of Madge W. Cutler, plaintiff, and Edwin L. Cutler, defendant, should be desolved absolutely.

That the care,custody, and control of the minor child, Carolyne Cutler, age two, should be given to the mother, Madge W. Cutler.

DECREE

IT IS ORDERED ADJUDGED AND DECREED, that the bonds of matrimony existing between the plaintiff, Madge W. Cutler and Edwin L. Cutler, defendant, be dissolved absolutely, and said marriage is dissolved accordingly.

That the plaintiff, Madge W. Cutler is awarded the care, custody and control of the minor child, Carolyne Cutler, age two but that the defendant and father of the child shall have the right to visit said child at any reasonable time and shall also have the right to have the care and custody of said child three months out of each year, but at a time when it will not interfear with the child's schooling and education.

That the defendant, Edwin L. Cutler, pay to the plaintiff, Madge W. Cutler, the sum of $30.00 per month, beginning August 1, 1949, for the support and maintenance of said minor child and said sum of $30.00 is to be paid on the 1st day of each and every month thereafter until the child, Carolyne Cutler, reaches her legal age or until this decree is changed by further order of this court. That during the period that the defendant has the care, custody and control of the minor child, said defendant, Edwin L. Cutler shall be relieved from paying the $30.00 per month to the plaintiff, Madge W. Cutler, for the maintenance and support of said child.

Dated this 10th day of August, 1949.

J. Vernon Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

7174

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7432 entitled Madge W. Cutler, Plaintiff vs. Edwin L. Cutler, Defendant

Recorded in Book 15 of Judgments, page 448

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 14th day of September, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

ARTIE MARIE HOLIEN,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
HENRY O. HOLIEN,)
Defendant.)

- - - - - - - - - - - - - - - - - -

This cause came on regularly for trial, in chambers, at Idaho Falls, Idaho, on this 26th. day of August, 1949, John Perebauer appearing as counsel for the plaintiff and no one appearing for or on behalf of the defendant; whereupon, plaintiff was duly and regularly sworn and examined and testified for and in her own behalf and thereupon Catherine Shriver was duly and regularly sworn and testified for and in behalf of the above named plaintiff and thereupon the plaintiff rested, and the defendant having submitted no proof whatever for or in his behalf, this cause was thereupon submitted to the Court for its decision upon the testimony submitted for and in behalf of the plaintiff, and it further appearing that the parties hereto have entered into a written stipulation providing for a full and complete settlement of all of the property rights of the respective parties, and it further appearing that said stipulation and the terms thereof are fair, just and equitable to each of the parties hereto and that the same should be approved by the Court, and the Court being fully advised in the premises, now finds as follows:

I.

That the above named defendant has been duly and regularly served with a true copy of the summons issued out of the above entitled Court in the within cause, attached to which was a true copy of the complaint filed herein; that by written stipulation of

the parties to this suit, filed herein, the above named defendant submits himself to the jurisdiction of the Court, and expressly agrees that the within cause may be tried and final judgment rendered and entered herein, either in term time or vacation, at chambers or in open court, without notice to said defendant; that this Court has jurisdiction of the subject matter of this suit and of the person of the above named plaintiff and the person of the above named defendant.

II.

That the terms and provision of said Stipulation, and each and all of them, are fair, just and equitable, and the Court approves and adopts the provisions of said Stipulation and makes the same a part of this decree.

NOW, THEREFORE, on motion of John A. Ferebauer, the attorney of record for the above named plaintiff,

IT IS HEREBY CONSIDERED, ADJUDGED, ORDERED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Artie Marie Holien, and the above named defendant, Henry O. Holien, be, and the same hereby is, forever dissolved, set aside and held for naught, and that the plaintiff and defendant, and each of them, be, and they hereby are, restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant is hereby awarded all of the household goods and effects now located at #665 Cleveland Street, Idaho Falls, Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the balance of payments due the parties herein, arising from the sale of certain real property located at St. Paul, Minnesota, is to be paid to John Ferebauer, attorney for the plaintiff, as trustee for the uses and purposes hereinafter mentioned, and that said proceeds shall be disbursed by said trustee as follows:

That said trustee shall first pay all court costs arising out of this action.

That said trustee shall pay to Albaugh, Bloem & Hillman, the sum of Fifty Dollars ($50.00), as attorney's fees for their services in this action, and to himself, the sum of

One Hundred Dollars ($100.00), as attorney's fees for his services in this action.

Said trustee shall then pay the balance thereof to the parties hereto, share and share alike to each party.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff have, and she is hereby awarded the care, custody and control of Harvey Holien, minor child of plaintiff and defendant, with the exception of from June 15 to August 15 of each and every year, during which time the care, custody and control of said minor child shall be awarded to the defendant herein. That the defendant is hereby awarded the care, custody and control of Clarence Holien, minor child of plaintiff and defendant. That both parties hereto shall have the right to visit said minor children at all reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that all outstanding debts of said parties shall be paid by the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff have, and she is hereby awarded the sum of Twenty Dollars ($20.00) per month, for the support of the said minor child, Harvey Holien, and that said support money shall be due and payable beginning November 1, 1950, it being understood and agreed that the postponement of the due date for said support money is made for the purpose of paying the debts of the community, as above mentioned.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff's former name, to-wit: Artie Marie Scott, be, and the same is hereby restored to her.

Made, dated and entered this 26th. day of August, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 740 entitled Artie Marie Holien, Plaintiff, vs. Henry O. Holien, Defendant

Recorded in Book 15 of Judgments, page 453

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 14th day of September, 19 49.

By E. Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

BERNICE GOLDSWORTHY)
)
Plaintiff,)
)
vs.) DECREE
)
FRED A. GOLDSWORTHY)
)
Defendant.)

This cause came on regularly for trial before the Honorable Henry S. Martin, District Judge, at Chambers, at Idaho Falls, Bonneville County, Idaho, on the 26th day of August, 1949, Holden & Holden appearing for and in behalf and as the attorneys of record of the above named plaintiff, and no one appearing for or in behalf of the above named defendant; whereupon the plaintiff was duly and regularly sworn and examined and testified for and in her own behalf, and thereupon Ruby Shipp was duly and regularly sworn and examined and testified for and in behalf of the above named plaintiff, and thereupon the above named plaintiff rested, and the above named defendant having submitted no proof for or in his own behalf, this cause was thereupon submitted to the Court for its decision upon the testimony and documentary evidence submitted for and in behalf of the above named plaintiff, and the Court being fully advised in the premises, now finds as follows:

I

That the above named defendant has been duly and regularly served with a true copy of the Summons issued out of said Court in said cause, attached to which was a true copy of the Complaint, filed herein as provided by law; that the defendant failed to appear or answer, or otherwise plead to said plaintiff's Complaint on file herein, either in person or by his attorney within the time required by law, or at all; that the time for answering having expired, the default of said defendant has been duly and regularly entered ac-

cording to law; that the defendant is not in the military service of the United States, nor in any branch of the service thereof; that this Court has jurisdiction of the subject matter of this action, and of the person of the above named plaintiff, and of the person of the above named defendant; that all the allegations of plaintiff's Complaint on file herein are true; that the plaintiff is entitled to a Decree of Divorce as prayed for in her Complaint filed herein.

NOW, THEREFORE, on motion of Holden & Holden, the attorneys of record of the above named plaintiff, the Court finds as follows:

I

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Bernice Goldsworthy, and the above named defendant, Fred A. Goldsworthy, be, and the same is hereby forever dissolved, set aside and held for naught, and that plaintiff and defendant and each of them be, and they are hereby forever absolutely released from all the obligations thereof.

II

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff, be, and she is hereby restored to her former name of Bernice Lindsey.

Dated this 26th day of August, 1949.

Henry S. Martin
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree in Case # 748 entitled Bernice Goldsworthy, Plaintiff, vs. Fred A. Goldsworthy, Defendant.

Recorded in Book 15 of Judgments, page 457

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 14th day of September, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

7177

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BOUNDARY

LOUELLA RODEN, Plaintiff,
vs.
JAMES RODEN, Defendant,

No. 2308

DECREE

The above entitled action came on regularly to be heard this 2nd day of August, 1949, in open Court in Bonners Ferry, County of Boundary, State of Idaho, the plaintiff appearing in person and by her attorneys, W. J. Nixon and Stephen Bistline and the defendant appearing not, neither in person nor by attorney.

Upon said hearing it appearing satisfactorily to the Court that the defendant, James Roden, has been duly and regularly served with Summons and Complaint herein as required by law and that the said defendant has failed to appear and answer to said Complaint; that the time for answering has expired and the default of said defendant, James Roden, has been duly entered according to law on the 2nd day of Aug., 1949, and the Court having heard the testimony introduced on behalf of the plaintiff, in support of her complaint and duly considered the law and evidence and rendered its decision herein in writing consisting of Findings of Fact and Conclusions of Law- - -

NOW, THEREFORE, in accordance with the Findings heretofore entered in said cause, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the plaintiff, Louella Roden, should be and she is hereby granted an absolute Decree of Divorce, from the defendant, James Roden, on the ground of extreme cruelty and the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved.

Dated this 2nd day of August, 1949.

E. V. BOUGHTON
District Judge.

State of Idaho, } ss.
County of (Boundary)
Filed Aug 2 1949
at _____ o'clock
Louella Critchfield
Clerk of District Court
By Phyllis Collyer Deputy

(DISTRICT COURT SEAL)

7178

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BOUNDARY

ANNA WHITE,
Plaintiff and CrossOdefendant,

vs.

DANA H. WHITE,
Defendant and Cross-complainant,

2305

D E C R E E

This cause came on regularly to be heard and tried before the Court in the courtroom of the Courthouse in Bonners Ferry, Boundary County, State of Idaho on the 2nd day of August, 1949, the plaintiff appearing in person and by her attorneys, W. J. Nixon and Stephen Bistline, and the defendant appearing in person and by his attorney, J. Alfred May.

Whereupon witnesses were sworn and testified and evidence introduced on behalf of both plaintiff and defendant, and the Court having heard the testimony introduced on behalf of the plaintiff and defendant and having duly considered the law and the evidence and rendered its decision herein in writing consisting of Findings of Fact and Conclusions of Law:

NOW, THEREFORE, in accordance with the Findings heretofore entered in said cause IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff, Anna White, be, and she is hereby granted an absolute Decree of divorce from the defendant, Dana H. White, on the ground of extreme cruelty, and the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby, dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the community property be, and the same is hereby set aside to the plaintiff, Anna White.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, Dana H. White, his employees, servants, agents be, and they are hereby, perpetually enjoined and restrained from interfering in any way with the personal liberties of the plaintiff, Anna White.

Dated this 4 day of August, 1949.

E. V. BOUGHTON
District Judge.

(SEAL)

STATE OF IDAHO, County of Boundary, ss.
Filed Aug 4 1949 at o'clock M.
Recorded Aug 7 Judgment Book 2 Page 549

7179

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BOUNDARY

2306

MARIE GARDNER, Plaintiff)

vs.)

ROY GARDNER, Defendant)

D E C R E E

The above entitled action came on regularly to be heard on this ~~11th~~ 9th day of ~~August~~ September, 1949, in open Court in the court-room of the court-house in Bonners Ferry, County of Boundary, State of Idaho, the plaintiff appearing in person and by her attorneys, W. J. Nixon and Stephen Bistline, and the defendant appearing not, neither in person nor by attorney.

Upon said hearing, it appearing satisfactorily to the Court that the defendant, Roy Gardner, has been duly and regularly served with Summons and Complaint herein as required by law and that the said defendant has failed to appear and answer to said Complaint; that the time for answering has expired and the default of said defendant, Roy Gardner, has been duly entered according to law on the 10th day of August, 1949, and the Court having heard the testimony introduced on behalf of the plaintiff, in support of her complaint and duly considered the law and evidence and rendered its decision herein in writing consisting of Findings of Fact and Conclusions of Law,

NOW THEREFORE, in accordance with the Findings heretofore entered in said cause, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the plaintiff, Marie Gardner be, and she is hereby, granted an absolute decree of divorce from the defendant, Roy Gardner, on the ground of wilfull neglectm and the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby dissolved.

Dated this 11th day of August, 1949

E. V. BOUGHTON

District Judge

STATE OF IDAHO, ss.
County of Boundary)
Filed Sept 7 1949
o'clock M
Owen Critchfield
Clerk of District Court
By Deputy
Recorded Bk 7 Judgments

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF CARIBOU

MELBA ASHLEY, Plaintiff)

-vs-) DECREE OF DIVORCE

KEITH ASHLEY, Defendant)

THIS MATTER, coming on for hearing at Chambers at Pocatello, Bannock County, Idaho, before the undersigned District Judge, sitting without a jury, the plaintiff being present in person and by her counsel, O. R. Baum, and the defendant coming not, but making default herein and by reason of such default having waived the making of Findings of Fact and Conclusions of Law, and it appearing to the court that Affidavit of Non-Military status has been filed herein, and the court being fully advised in the premises,

IT IS ORDERED, ADJUDGED AND DECREED that judgment in favor of plaintiff be, and the same is, hereby entered.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff and the defendant herein be and the same are hereby severed and each released from the obligations thereof.

DATED this 11th day of July, 1949.

ISAAC McDOUGALL

DISTRICT JUDGE

7181

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

....

JAY DEE HUTCHISON, PLAINTIFF, VS. JOYCE HUTCHISON, DEFENDANT.	DECREE OF DIVORCE.

THIS CAUSE came on regularly for hearing before Honorable Kales E. Lowe, one of the District Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Cassia, at Burley, Idaho on this 6th day of August, 1949.

The plaintiff appeared with his counsel, Henry W. Tucker; and the defendant appeared neither in person nor by counsel; and it appearing to the satisfaction of the Court that the defendant, Joyce Hutchison has been duly served with process herein according to law; and that the defendant has filed herein her Waiver of Statutory Time in Which to Plead, with Consent to Entry of Default; and that the Clerk of the above-entitled Court has entered the default of the defendant according to law;

WHEREUPON, the Court proceeded to the hearing. Witnesses on behalf of the plaintiff in support of the allegations of his complaint were duly sworn and testifies; and the evidence being closed, and the Court being fully advised in the premises, after deliberation did order the plaintiff to have judgment against the defendant as herein set forth:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1.

That the bonds of matrimony now existing between plaintiff and defendant be, and they are hereby dissolved; and plaintiff is hereby restored to the status of a single person; and is hereby released from any further obligation of and from said marriage.

2.

That the defendant be, and she is hereby awarded her former name of Joyce Booth.

Dated at Burley, Idaho this 6th day of August, 1949.

s/ Kales E. Lowe

District Judge

COPY

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh Jr., the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of "Decree of Divorce" in the Case of Jay Dee Hutchison vs. Josee Hutchison

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 13th day of August, 1947.

Wm. Baugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho.

By Elydon Hunter
Deputy

7182

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA,

.....

5252
11:15 A
8-4 Bauf

RUTH MC MILLAN, PLAINTIFF, VS. JAMES MC MILLAN, DEFENDANT.	DECREE OF DIVORCE

.....

THIS CAUSE came on regularly for hearing before Honorable Kales E. Lowe, one of the District Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Cassia, at Burley, Idaho this 11th day of August, 1949.

The plaintiff appeared with her counsel, Henry W. Tucker; and the defendant appeared neither in person nor by counsel; and it appearing to the satisfaction of the Court that the defendant, James McMillan has been duly served with process herein according to law; and that the defendant has filed herein his waiver of statutory time in which to plead, and consent to entry of his default; and whereas the Clerk of this Court has duly filed the default of the defendant,

WHEREUPON, the Court proceeded to the hearing. Witnesses on behalf of plaintiff in support of the allegations of her complaint were duly sworn and testified, and the evidence being closed; and the Court being fully advised in the premises, after deliberation, did order the plaintiff to have judgment against the defendant as herein set forth,

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED , AND DECREED:

1.

That the bonds of matrimony now existing between plaintiff and defendant be, and they are hereby dissolved, and plaintiff is hereby relieved from all further obligation thereof, and is hereby restored to the status of a single person.

2.

That plaintiff be, and she is hereby awarded their household furniture including an electric refrigerator, and beds and bedding, bedsteads, kitchen ware, tables, chairs, stoves and table-ware of the community, to be as and for her separate property.

3.

That defendant pay to plaintiff her attorney fees for prosecuting this action in the amount of $100.00, the same to be paid within 30 days after date of this decree.

Dated at Burley, Idaho this 11th day of August, 1949.

s/ Kales E. Lowe

District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true and correct copy of "Decree of Divorce" in the Case of Ruth McMillan vs James McMillan -- Case No. 5252

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 13th day of August, 1949.

Wm. Baugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Floyda Hunter
Deputy

7183

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF CASSIA.

---oOo---

BERTHA LARIMER,

Plaintiff,

-vs-

GEORGE M. LARIMER,

Defendant.

DECREE OF DIVORCE

---oOo---

This cause came on regularly for trial in open court at Burley, Cassia County, Idaho, on the 11th day of August, 1949. The plaintiff appeared in person and by her attorney, A. H. Nielson, Esq.; and it appearing to the Court that the defendant, George M. Larimer, was duly served with Summons herein, and that he has failed to appear and answer within the time allowed by law, and his default having been entered, and upon the evidence on the part of the plaintiff, and the matter having been submitted for judgment, and the Court having considered all the evidence in this action, from which it appears that all the material allegations of the complaint are true and as such are found to be the facts and all and singular the law and premises being by the Court understood and considered; and there having been introduced into evidence a property settlement agreement which the Court finds to be a just distribution of the properties of the parties hereto.

NOW, THEREFORE, by virtue of the law and by reason of the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Bertha Larimer, and the defendant, George M. Larimer, be and the same are hereby dissolved, discharged and annulled; and that the plaintiff is hereby relieved and discharged from any and all obligations by reason of said marriage, and that the parties hereto are hereby restored to the status of single persons;

That all of the property belonging to the parties hereto and described in the agreement is the community property of the parties hereto; that the property settlement agreement is a fair and just agreement regarding the property of the said parties hereto; that each of the said parties mentioned above shall be entitled and there is hereby decreed and given to each of said parties an undivided one-half (1/2) interest in and to all of the real and personal property described in the complaint and in the agreement, and the said defendant, George M. Larimer, all as provided in said agreement, shall on the 15th day of September, 1949, pay to the said plaintiff, Bertha Larimer, the sum of Sixty-five Dollars and that on the 15th day of each and every calendar month thereafter the said defendant shall pay to the plaintiff the sum of Sixty-five Dollars, said monthly payments to be made to the plaintiff until the real and personal property belonging to the parties hereto shall have been sold or until a foreclosure of the same shall have been commenced.

DONE in open court at Burley, Cassia County, Idaho, this 12th day of August, 1949.

Kales E. Lowe
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true and correct copy of "Decree of Divorce" in the Case of J. Bertha Larimer vs George M. Larimer,

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 13th day of August, 1949.

Wm. Baugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Hyda Hunter,
Deputy

7184

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA

- - - - - - -

BEATRICE ROBINSON,
Plaintiff,

vs.

NOEL ROBINSON,
Defendant.

JUDGMENT AND DECREE

- - - - - - -

This cause came regularly on for hearing before the Court on the 13th day of August, 1949, on the complaint of the plaintiff filed herein. The plaintiff appeared in person and by S. T. Lowe, her attorney, and the defendant having failed to appear, either in person or by an attorney, and it appearing to the Court that due and legal personal service was had upon the defendant at Anchorage, in the Territory of Alaska, on the 20th day of July, 1949; that the time for appearing and pleading to the complaint of the plaintiff had expired and no appearance, answer or demurrer had been made or filed by the said defendant, and it further appearing to the Court that the said defendant is not now and was not at the time of the service of the summons herein engaged in the military service of the United States, it was by the Court ordered that the default of the defendant for his failure to appear and plead to the complaint of the plaintiff be entered.

Thereupon, witnesses on behalf of the plaintiff were sworn and examined and the plaintiff rested, and it appearing to the Court that the allegations of the complaint of the plaintiff were true and had been supported by the evidence, it was by the Court ordered that the plaintiff have judgment as prayed for in her complaint.

NOW, THEREFORE, By virtue of the law and by reason of the premises aforesaid, it is hereby ORDERED, ADJUDGED and DECREED:

1.

That the bonds of matrimony heretofore and now existing between the plaintiff, Beatrice Robinson, and the defendant, Noel Robinson, be and they are hereby released, dissolved, discharged and annulled, and the parties are hereby restored to the status of single persons.

2.

That the plaintiff, Beatrice Robinson, be and she is hereby given and granted the sole care, custody and control of the minor child, issue of the said marriage, to-wit, Bonnie Lynn Robinson, who is now five years old, with the right of the defendant, Noel Robinson, to visit the said child at reasonable times.

DATED This 13th day of August, 1949.

S/ Fales E. Lowe
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh Jr. ..... the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true and correct copy of Judgment and Decree in the Case of Beatrice Robinson vs Noel Robinson Case # 5231

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 13th day of August, 1949.

Wm. Baugh Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder.
Cassia County, Idaho

By Hyda Hunter
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

* * *

MAUDE OSTERHOUT,

PLAINTIFF,

VS.

WESLEY OSTERHOUT,

DEFENDANT.

DECREE OF DIVORCE.

* * *

THIS CAUSE came on regularly for hearing this 17th day of August, 1949, before Honorable Kales E. Lowe, one of the District Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Cassia, at Burley, Idaho.

The plaintiff appeared with her counsel, Henry W. Tucker; and the defendant appeared neither in person nor by counsel; and it appearing to the satisfaction of the Court that the defendant has been personally served with process herein according to law; and that the defendant has made no appearance herein; and that the time for answering or demurring to the complaint on file herein has expired; and that the affidavi required by the Soldiers' and Sailors' Civil Relief Act as amended has been duly filed; and that the Clerk of this Court has duly entered the default of the defendant for his failure to plead herein,

WHEREUPON, the Court proceeded to the hearing. Witnesses on behalf of the plaintiff in support of the allegations of her complaint were duly sworn, and testified; and the evidence being closed, and the Court being fully advised in the premises, after deliberation, did order the plaintiff to have judgment against the defendant as herein set forth,

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1.

That the bonds of matrimony now existing between plaintiff and defendant be, and they are hereby dissolved, and plaintiff is hereby released from all further obligation thereof, and is hereby restored to the status of a single person.

2.

That plaintiff be, and she is hereby awarded sole custody and control of Betty Osterhout, born issue of this marriage, during the minority of said child.

3.

That plaintiff be, and she is hereby awarded as and for her separate property the following, from the community property: One chest of drawers, oneelectric refrigerator, one electric washing machine, two beds, bedsteads, and bed linen, one electric toaster, cooking utensils, and dishes.

Dated at Burley, Idaho this 17th day of August, 1949.

s/ Kales E. Lowe

District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Tom Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of Decree of Divorce #5259 (Maude Osterhout vs. Wesley Osterhout)

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 17th day of August, 1949

Tom Baugh Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Hyda Hunter
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

oooo

NORINE MUTZ, PLAINTIFF, VS. FRANK MUTZ, DEFENDANT.	DECREE OF DIVORCE. oooo

THIS CAUSE came on regularly for hearing before Honorable Kales E. Lowe, one of the District Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Cassia, at Burley, Idaho on the 17th day of August, 1949.

The plaintiff appeared with her counsel, Henry W. Tucker; and the defendant appeared neither in person nor by counsel; and it appearing to the satisfaction of the Court that the defendant has been duly personally served according to law; and that the time for appearing, and answering or demurring to the complaint on file has expired; and that the defendant has made no appearance herein; and that the affidavit required by the Soldiers' and Sailors' Relief Act as amended has been duly filed; and that the default of the defendant has been duly and regularly entered according to law,

WHEREUPON, the Court proceeded to the hearing. Witnesses on behalf of plaintiff in support of the allegations of her complaint were duly sworn and testified; and the evidence being closed, and the Court being fully advised in the premises, after deliberation, did order plaintiff to have judgment against the defendant as herein set forth,

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1.

That the bonds of matrimony now existing between plaintiff and defendant be, and they are hereby dissolved, and plaintiff is hereby relieved from all further obligation thereof, and is hereby restored to the status of a single person.

2.

That plaintiff be, and she is hereby awarded a bedroom suite of the community property to be and become the separate property of plaintiff.

3.

That plaintiff be, and she is hereby awarded sole custody and control of the children, born issue of this marriage, to wit: Eileen Mutz of the approximate age of five years; and of Patricia Mutz of the approximate age of two years; said custody to be during the minority of said children.

Dated at Burley, Idaho this 17th day of August, 1949.

s/ Kales E. Lowe

District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of Decree of Divorce (Dorcas Mertz, Plaintiff vs. Frank Mertz, Defendant)

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 29th day of September August, 1949

Wm. Baugh Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Hylda Hunter
Deputy

5460 -

7187

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

- - - - - - - - - - - - -

BETTY RAE PETERSON,

Plaintiff,

vs.

DONALD J. PETERSON,

Defendant.

DECREE OF DIVORCE

- - - - - - - - - - - - -

THIS CAUSE Came on regularly to be heard at chambers, at Burley, Cassia County, Idaho, before Honorable Kales E. Lowe, one of the District Judges of the Eleventh Judicial District of the State of Idaho, on the 26th day of August, A. D., 1949; the plaintiff appearing in person and by her attorney, Dean Kloepfer; and it appearing to the satisfaction of the Court herein that the defendant was regularly served with a copy of the Summons and Complaint in person within the State of Idaho, and that he, the said defendant has wholly failed to make any appearance and that the proper time allowed by law in which it is provided he might appear, answer, or demur herein, having expired; and the default of the said defendant having been regularly entered;

WHEREUPON, the Court proceeded to the hearing herein, and witnesses on behalf of the plaintiff were sworn, and examined, and the cause was submitted to the Court herein for decision; and it appearing to the satisfaction of the Court herein that all of the allegations of the Complaint are sustained by evidence free from all legal exceptions as to its competency, admissibility or sufficiency; and it appearing that the matters so alleged are true and correct and are sufficient to entitle the plaintiff to the relief prayed for in plaintiff's complaint, and the Court having heard the evidence and being fully advised in the premises, did order that the plaintiff have judgment herein as hereinafter set forth:

The court, being fully advised in the premises, having duly considered the matter, Findings of Fact and Conclusions of Law being expressly waived by the plaintiff and being waived as a matter of law by the defaulting defendant, and it appearing to the court from an affidavit made and filed herein in compliance with the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, that the defendant is not, and for more than six months last past, has not been in the military service of the United States or its allies, the court orders that the plaintiff have judgment and decree as prayed in her complaint.

NOW, THEREFORE, By virtue of the law and by reason of the premises aforesaid, it is hereby ordered, adjudged and decreed:

1.

That the bonds of matrimony now existing between the plaintiff, BETTY RAE PETERSON, and the defendant, DONALD J. PETERSON, be and they are

hereby cancelled, annulled and held for naught, and the said persons are restored to the status of single persons.

2.

That it is hereby awarded to the care, custody and control of the plaintiff, Gary Bush Peterson, the minor child issue of the marriage of the plaintiff and defendant, subject to the right of the defendant to visit said child at reasonable times and upon first receiving permission from the plaintiff; that the defendant Donald J. Peterson shall pay to the plaintiff for the support and maintenance of said minor child, until said minor child shall reach the age of majority, the sum of $40.00 per month for the support and maintenance of said minor child, the first such payment of $40.00 to be paid during the month of September, 1949, and a like sum of $40.00 to be paid during each and every calendar month thereafter until said minor child shall reach the age of majority.

3.

That there is hereby awarded to and set over to the plaintiff, Betty Rae Peterson, as her sole and separate property, all of the household furniture, fixtures and equipment now owned by the parties hereto, and consisting of the following specified items:

1 Maytag Washing Machine
1 Desk
1 Bedroom Set
1 Living Room Set
1 Occassional Chair
1 Lamp Table
1 Rug
1 Stromberg-Carlson Radio
1 Radio Stand
1 Electric Clock
1 Kitchen Set
Dishes
Miscellaneous household goods, bedding, linens, etc.

Also, approximately $500.00 U. S. Bonds, acquired from Plaintiff's earnings.

4.

That there is hereby awarded to the defendant, Donald J. Peterson as his sole and separate property, 1, 1939 Ford Coupe.

5.

That the defendant pay to the plaintiff the sum of $100.00 attorney's fees and costs of suit.

Dated this 27th day of August, 1949.

Jules E. Lowe
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of Decree of Divorce Betty Jay Peterson, Plaintiff, vs Donald J. Peterson, Defendant

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 29th day of August, 1949.

Wm. Baugh Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Lydia Hunter
Deputy

5214

7188

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

- - - - -

YUKIO KITA, Plaintiff, vs. OYOSHI KITA, Defendant.	DECREE OF DIVORCE

This cause came on regularly to be heard at Chambers at _____ Burley, Idaho before Honorable John E. Bower, one of the District Judges of the Eleventh Judicial District of the State of Idaho in and for the county of Cassia, on the 27th day of August, 1949, J. I. Burgess appearing as counsel for plaintiff, and the defendant having failed to appear, either in person or by an attorney, and it appearing to the Court that the defendant Oyoshi Kita has been duly and legally served with summons and complaint and that the time for appearing, answering or demurring has expired and no appearance, answer or demurrer has been made or filed by the defendant Oyoshi Kita, on motion of J. I. Burgess, counsel for plaintiff, the default of the defendant for her failure to appear, answer or demur to the complaint of the plaintiff was by the Court ordered entered. Thereupon, witnesses on behalf of the plaintiff were sworn and examined and the cause was submitted to the Court for its deliberation and decision, and the Court being fully advised in the premises, ordered that judgment and decree of this Court be entered in favor of the plaintiff Yukio Kita and against the defendant Oyoshi Kita in accordance with the prayer of plaintiff's complaint.

NOW, THEREFORE, By virtue of the law and by reason of the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED and DECREED That the bonds of matrimony now existing between the plaintiff and defendant be, and the same are hereby dissolved, and that the plaintiff be restored to the status of a single person; that the defendant be

awarded the care, custody and control of Mamuro Kita and Yosuo Kita, minor children of plaintiff and defendant;

That plaintiff pay to the defendant Oyoshi Kita the sum of $25.00 each per month for the support of said minor children until each of said children shall have attained his majority;

That defendant be awarded the personal property belonging to plaintiff and defendant, now in the possession of defendant, consisting of household furniture, beds, chairs, tables, gas stove, rugs, dishes, kitchen utensils and any and all other household furnishings belonging to plaintiff and defendant now in the possession of defendant.

DATED This 27th day of August, 1949.

Jules E. Lowe

~~Jules E. Lowe~~

District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss

I, Wm. Baugh, Jr., the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of "Decree of Divorce" in the Case of Yukio Kita vs Oyoshi Kita - Case # 5218

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 22nd day of September, 1949.

Wm. Baugh Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder.
Cassia County, Idaho

By Feyda Hunter
Deputy

7189

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA

- - - - - - -

JOHN B. ADAMS,

Plaintiff,

vs.

DICY ADAMS,

Defendant.

JUDGMENT AND DECREE

- - - - - - -

This cause came regularly on for hearing before the Court on the 17th day of August, 1949, at Burley, Idaho, on the complaint of the plaintiff filed herein. The plaintiff appeared in person and by S. T. Lowe, his attorney, and the defendant having failed to appear, either in person or by an attorney, and it appearing to the Court that due and legal personal service was had upon the defendant at Spokane, Washington, on the 17th day of December, 1947; that the time for appearing and pleading to the complaint of the plaintiff had expired and no appearance, answer or demurrer had been made or filed by the said defendant, and it further appearing to the Court that the said defendant is not now, and has not been for more than six months prior to the filing of the complaint in this action, engaged in the military service of the United States, or any of its allies, it was by the Court ordered that the default of the defendant for her failure to appear and plead to the complaint of the plaintiff be entered.

Thereupon, witnesses on behalf of the plaintiff were sworn and examined and the plaintiff rested, and it appearing to the Court that the allegations of the complaint of the plaintiff were true and had been supported by the evidence, it was by the Court ordered that the plaintiff have judgment as prayed for in his complaint.

NOW, THEREFORE, By virtue of the law and by reason of the premises aforesaid, it is hereby ORDERED, ADJUDGED and DECREED:

1.

That the bonds of matrimony heretofore and now existing between the plaintiff, John B. Adams, and the defendant, Dicy Adams, be and they are hereby released, dissolved, discharged and annulled, and the parties are hereby restored to the status of single persons.

2.

That the plaintiff, John B. Adams, be and he is hereby given and granted the sole care, custody and control of the minor child, issue of the said marriage, to-wit, John Lee Adams, a son, who is now 7 years old, with the right of the defendant, Dicy Adams, to visit the said child at reasonable times.

DATED This 17th day of August, 1949.

S/ Hugh A Baker

District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss

I, Wm. Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of Judgment and Decree in the Case of John B. Adams vs Lucy Adams Case #

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 22nd day of September, 1949.

Wm Baugh Jr
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Leyda Hunter
Deputy

7190

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CLARK.

29 August 49

Iris Smith

PATRICIA L. JENSEN,
Plaintiff,
-vs-
PLATT C. JENSEN,
Defendant.

JUDGMENT

The above entitled cause came on before the Court for final hearing at Chambers of the Court at Idaho Falls, Idaho on the 26th day of August, 1949, Albaugh, Bloem, Hillman & Barnard appearing as attorneys for the plaintiff, and no appearance being made by or for the defendant, it appearing that the summons in said cause has been duly served on the defendant by publication, as provided by law, pursuant to an Order issued out of this Court, and that no answer, demur or other appearance has been made by or for the defendant, and that the default of the defendant in the premises has been duly entered according to law, and it further appearing that an affidavit of the non-military or naval service of the defendant is on file herein, the Court hereby orders that said action may proceed as by default insofar as the act of Congress known as the Soldiers' and Sailors' Civil Relief Act of 1940 is concerned.

Evidence in support of the allegations of the complaint was thereupon introduced, and upon due consideration thereof and the files and records of said action, the Court finds that the allegations of said complaint are fully sustained by the evidence, and that plaintiff is entitled to the relief demanded in said complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the

bonds of matrimony heretofore existing between the parties be, and the same hereby are, dissolved, and the parties are restored to the status of single persons; that the plaintiff have the sole care, custody and control of the minor children of the parties.

Dated this 26th day of August, 1949.

HENRY S. MARTIN
DISTRICT JUDGE

CERTIFICATE OF TRUE COPY

STATE OF IDAHO,
County of Clark } ss.

I, B. H. Thomas, Clark, of Clark County, Idaho, do hereby certify that the foregoing is a true and correct copy of the original Judgment between Patricia L. Jensen, Plaintiff vs. Platt C. Jensen, Defendant. Cause No. 2-3

as appears of record in my office at Dubois, Clark County, Idaho.

Given under my hand and seal at my office in Dubois, Idaho, this 29 day of August, 1949.

B. H. Thomas

By Louis Smith Deputy.

7191

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CLARK

29 August 49
Iris Smith

BLANCHE BERKEY,

Plaintiff,

vs

JUDGMENT

C. C. BERKEY,

Defendant.

The above entitled action came on for final hearing before the undersigned judge of said District Court, at chambers of the Court, at Idaho Falls, Bonneville County, Idaho, in said District, this 24th day of August, 1949, Albaugh, Bloem & Hillman appearing as counsel for the plaintiff, and no appearance being made by or for the defendant, it appearing from the files and records of said action that the defendant has appeared herein by stipulation under which stipulation defendant admits that he has been served with the summons and complaint in said cause, appears generally herein, and refuses to answer, demur, or plead further and consents that default may be entered against him and that said cause may be heard at any time and judgment entered without further notice.

Evidence in support of the complaint was adduced by and on behalf of the plaintiff, and after duly considering the same and the files and records in this action, the Court finds that the allegations of plaintiff's complaint are fully sustained by the evidence and that plaintiff is entitled to the relief prayed for in her complaint, subject to the terms and conditions of the stipulation entered into between the parties.

IT IS THEREFORE ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and the same hereby are, in all things dissolved, and the parties are each restored to the status of a single person.

Dated August 26, 1949.

HENRY S. MARTIN
District Judge.

CERTIFICATE OF TRUE COPY

STATE OF IDAHO,
County of Clark } ss.

I, B. H. Thomas, Clerk, of Clark County, Idaho, do hereby certify that the foregoing is a true and correct copy of the original Judgment of Blanche Berkey, Plaintiff vs. C. C. Berkey, Defendant. Case No. 2-5

as appears of record in my office at Dubois, Clark County, Idaho.

Given under my hand and seal at my office in Dubois, Idaho, this 29 day of August, 19 49

B. H. Thomas

By Iris Smith Deputy.

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CLEARWATER COUNTY

LENA OWINGS,

Plaintiff,

-vs-

W.L. OWINGS,

Defendant

Case No 2181
Filed August 19 1949
at 1:45 o'clock P.M.
Gayle Hayden Clerk
By: Helen L. Huff, Deputy

D E C R E E

The above entitled case having come regularly on for hearing before the Honorable A.L. Morgan, Judge of the above entitled Court on this 19th day of August, 1949, at Orofino, Idaho, the plaintiff appearing in person, with her counsel, Samuel F. Swayne, and the defendant having been regularly served with Summons in the State of Idaho, and the time having expired for the said defendant to appear and answer or demur to the complaint of the plaintiff on file herein and upon proper showing the default of the defendant having been regularly entered, provided by law, and this Court having heard and considered the evidence,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

I.

That the bonds of matrimony heretofore existing between the plaintiff and the defendant be dissolved and held naught and the parties returned to the status of single persons.

II.

That the plaintiff is awarded as her sole and separate property, the following described real property, to wit: lots 5,6,7, and 8, Block 2, Weippe, Idaho, and lots 3 and 4, Block 5, Weippe, Idaho.

III.

That the plaintiff is awarded the care, control, and custody of the minor child, William Lee Owings, of the parties.

IV.

That the plaintiff be given judgment and the defendant be ordered to pay the plaintiff the sum of Three Hundred Fifty Dollars ($350) Attorney's Fees and the further sum of Seventy Five Dollars ($75) per month for her support and maintainance.

Dated this 19th day of August, 1949,

A. L. Morgan

A.L. Morgan, District Judge.

Recorded in Book 3 of Judgments at Page 320
Gayle Hayden, Recorder By: Bertie Graham, Deputy

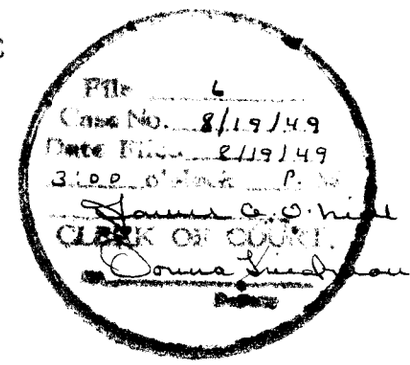
STATE OF IDAHO, } ss.
County of Clearwater }

I, GAYLE HAYDEN, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for the County of Clearwater, State of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the [illegible] and of record in my office.

WITNESS my hand and official seal hereto affixed this 19 day of August A. D., 1949.

Gayle Hayden
CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER
By: Bertie Graham
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE



KATHLEEN MELTON,

Plaintiff,

-vs-

KENNETH MELTON,

Defendant.

DECREE

The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, in Chambers at Boise, in the County of Ada, State of Idaho, upon the 18th day of August, 1949, the plaintiff appearing in person and by her attorney, Perce Hall, and the defendant appearing not, neither in person, by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant Kenneth Melton had been duly and regularly served with summons in this action in the manner provided by law and that said defendant has filed an appearance herein and has consented to the entry of default against him without further notice of proceedings, and that said defendant has failed to answer or otherwise plead to the plaintiff's complaint within the time allowed by law, and the default of said defendant having been duly entered according to law, and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of her complaint and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's complaint in favor of

the plaintiff and against the defendant and upon the first cause of action in said complaint the Court finds that the defendant has been guilty of wilful neglect of the plaintiff and upon the second cause of action of said complaint the Court finds that the defendant has been guilty of extreme cruelty towards the plaintiff and that by reason thereof the plaintiff is entitled to have dissolved the bonds of matrimony heretofore and now existing between the plaintiff and the defendant;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff Kathleen Melton and the defendant Kenneth Melton be and the same are hereby dissolved and that the plaintiff be and she is hereby divorced from said defendant.

Done in Chambers at Boise, in the County of Ada, State of Idaho, this 18th day of August, 1949.

Chas. F. Koelsch
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE.)

I, James A. O'Neill, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 19th day of August, 1949.

James A. O'Neill
Clerk of the District Court

By Donna Kindman
Deputy

7195

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

9
1114
8-31-49
9:00 o'clock A.
Book 8 Page 291

WIN IFRED STERLING,
Plaintiff,
vs
ROBERT E. STERLING,
Defendant.

DECREE OF DIVORCE

This cause coming on to be heard this 26TH day of AUGUST, 1949, upon the complaint herein taken as confessed by the defendant (whose demurrer and motion for change of place of trial were withdrawn and whose default for not pleading had been duly entered upon his consent by and through his attorney), Walter M. Oros, Esq., appearing as attorney for plaintiff, and the Court having heard the proofs taken herein, from which it appears that all the allegations of plaintiff's complaint are sustained by testimony free from all legal exceptions, as to its competency, admissibility and sufficiency, and it further appearing to the Court that defendant was duly served with summons; and all and singular the law and the premises being by the Court here understood and fully considered:

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, And this does order, adjudge and decree:

1. That the marriage between the plaintiff, Winnifred Sterling and the defendant, Robert E. Sterling, be, and the same is hereby dissolved and said parties, and each of them are freed and absolutely released from the bonds of matrimony.

2. That plaintiff is hereby awarded the care, custody and control of Donald E. Sterling, age about one year, the minor child of said parties.

3. That defendant pay to plaintiff the sum of Fifty and no/100 Dollars ($50.00) a month, commencing on September 1, 1949, for the care, maintenance and education of said minor child until said child shall attain the age of 18 years.

4. That defendant is granted the right to visit said child at all reasonable times and places.

5. That plaintiff is awarded all of the household goods and effects described in said complaint.

6. That defendant is awarded the 1941 Mercury sedan described in said complaint.

7. That defendant pay to plaintiff, on or before September 1, 1949, the sum of One Hundred and no/100 Dollars ($100.00) as attorney's fees.

Dated this 26TH day of AUGUST, 1949.

Chas F Toeloch
District Judge

STATE OF IDAHO,)
) SS.
COUNTY OF ELMORE,)

I, James A. O'Neill, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a full, true and correct copy of a DECREE of DIVORCE,
now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 20 day of September, 1949.

James A. O'Neill
JAMES A. O'NEILL

By Donna Lindman
Deputy

7196

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

MARY VERONA STRANG, Plaintiff, v. ERNEST H. STRANG, Defendant.	DECREE OF DIVORCE

This matter coming on regularly for trial before the Court without a jury on this 26th day of August, 1949, the plaintiff appearing in person and with counsel, Wm. F. Galloway, and defendant having been regularly served with summons and having failed to appear and his default having been duly entered; evidence having been introduced by and on behalf of plaintiff; the court having found, and hereby finds, that each and all of the allegations of plaintiff's complaint are true, and the matter having been submitted to the Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby dissolved.

That plaintiff's former married name, Mary Verona Steele, is hereby restored to her.

That the parties' property agreement, a copy of which is attached hereto marked "Exhibit A" and which is made a part hereof as fully as though set forth in haec verba is hereby approved.

DATED and SIGNED at ~~Mountain Home~~ Boise, Idaho, this 26th day of August, 1949.

Chas. F. Koelsch
District Judge

STATE OF IDAHO)
) ss:
County of Elmore)

I, JAMES A. O'NEILL, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Mountain Home, Elmore County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of August, 1949.

(SEAL)

JAMES A. O'NEILL
Clerk of the District Court

By Donna Lindsay
Deputy

7197

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR FRANKLIN COUNTY.

- - - - - - - - - -

Benjamin P. Winn,

Plaintiff,

vs. : Decree.

Florence Wright Winn,

Defendant.

- - - - - - - - -

The above entitled cause came on for hearing this 1st day of August, 1949, at Chambers at Pocatello, Idaho, before Honorable L. E. Glennon, Judge of the above entitled Court. P. M. Condie, Esquire, appeared as attorney for the plaintiff, and the defendant did not appear in person or by attorney.

And the defendant having accepted service of summons and complaint and having consented that said mtter might be heard at the convenience of the Court either at Preston, Idaho, or at Pocatello, Idaho, at Chambers, and without the defendant being present, and the defendant having declined to plead to said complaint and the default of the defendant having been entered for failure to plead to said complaint, and the said matter being ready for hearing, on motion of counsel for plaintiff the Court proceeded to hear said matter.

Witnesses were sworn and testified in support of the allegations of the complaint and the plaintiff rested. And the Court being satisfied from the evidence that the plaintiff is entitled to the relief prayed for in his complaint, and the Court being fully advised in the premises:

It is hereby Ordered, Adjudged, and Decreed, that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby dissolved and declared for naught and the parties to this action are hereby restored to the status of single persons; that there are no children of said marriage.

Dated August 1st, 1949.

L. E. Glennon
District Judge.

State of Idaho,
County of Franklin. SS.

I, C. L. Swenson, Clerk of the District Court of the Fifth Judicial District of the State of Idaho, in and for Franklin County, hereby certify that the above is a true copy of a Decree entered in the case of Benjamin P. Winn, Plaintiff, vs. Florence Wright Winn, Defendant, as appears from a comparison with the original instrument now on file in my office.

Witness my hand and the seal of said District Court this 2nd day of August, 1949.

C. L. Swenson
Clerk.

By Audrey Sackett
Deputy

4

7198

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR FRANKLIN COUNTY.

Pauline I. Raymond, :

Plaintiff, :

vs. : DECREE OF DIVORCE

Frank Raymond, :

Defendant. :

The above entitled matter came on for hearing before said court with the plaintiff appearing in person with a witness, and also represented by her attorney, Ben. B. Johnson, and it appearing that the said defendant was duly and regularly served with Summons and Complaint by Publication of Summons, that a copy of said Summons and Complaint was regularly addressed to his last known address; and that said Affidavit of Publication and Order of Publication, and all matters herein are regular. And it also appearing that said time for answering has expired and that default has been duly entered.

After the presentation and hearing of the evidence it appeared that all the allegations of plaintiff's complaint are true and that default judgment should be entered against the defendant, as follows:

IT IS HEREBY ORDERED, AJUDGED, and DECREED that the bonds and obligations of matrimony now existing between the plaintiff, Pauline I.Raymond, and the defendant, Frank Raymond, be absolutely dissolved by this final Decree of Divorce. It is further ordered that the plaintiff be given the custody of Betty Raymond, said minor child.

It is so ordered this 15 day of August, 1949.

Isaac McDougall
District Judge

STATE OF IDAHO,
County of Franklin--ss.

I, C. L. Swenson; Clerk of the District Court of the Fifth Judicial District in and for Franklin County, State of Idaho, hereby certify that the Foregoing Divorce Decree is a true and correct copy of the original that appears on file in my office in Preston, Idaho.

Witness my hand and seal of said County this 15th day of August, 1949.

C. L. Swenson; Clerk of the District Court

By Jennie Barrington Deputy

7199

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR FRANKLIN COUNTY.

Elizabeth R. Crookston :
Plaintiff :
Vs. : DECREE
Granville Crookston :
Defendant. :

The above entitled matter came on for hearing before said court, with the plaintiff appearing in person with a witness, and also represented by her attorney, and it appearing that the said defendant has failed to answer or otherwise plead in said matter except through the acceptance of Service of Summons and Complaint and it appearing that the said defendant has waived the statutory time for answering and consented that default be entered.

After the presentation and hearing of the evidence, it appeared that the allegations of plaintiffs complaint are true and that default judgment should be entered against the defendant as follows:

IT IS HEREBY ORDERED, AJUDGED, andDECREED that the bonds and obligations of matrimony now existing between the plaintiff, Elizabeth R. Crookston, and the defendant, Granville Crookston, be, and the same are hereby absolutely dissolved by this final decree of divorce. It is so ordered that the defendant pay to plaintiff's attorney the sum of $125 as attorney's fees in said matter.

It is also ordered that the plaintiff's former name of Elizabeth Backman be restored to her.

It is so ordered this 30th day of August, 1949.

Isaac McDougall
District Judge

STATE OF IDAHO,
County of Franklin--ss.

I, C. L. Swenson; Clerk of the District Court of the Fifth Judicial District in and for Franklin County, State of Idaho, hereby certify that the Foregoing Divorce Decree is a true and correct copy of the original that appears on file in my office in Preston, Idaho.

Witness my hand and seal of said County this 30th day of August, 1949.

D. L. Swenson; Clerk of the Dist. Court
By Bonnie Barrington Deputy

7200

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR FREMONT COUNTY

- - - - - - - - - - - - - - -

Florence Davis Henderson,

Plaintiff,

vs.

Eugene O. Henderson,

Defendant.

DECREE

- - - - - - - - - - - - - - -

The above entitled matter came on regularly for hearing this day in Open Court, before the Honorable Henry S. Martin, District Judge, the Plaintiff appearing in person and by her Attorney, and the Defendant having defaulted and failed to appear, either in person or by attorney.

Upon said hearing, it appearing to the satisfaction of the Court that the said Defendant herein has been duly and regularly served with Summons and Complaint, and that his Default has been duly and regularly entered up according to law; and the Court having heard the testimony introduced on behalf of the Plaintiff, and the cause having been duly submitted to the Court, and the Court having considered the law and evidence involved, and being fully advised in the premises, finds, that each and every material allegation contained in Plaintiff's complaint herein is true, and that said Plaintiff is entitled to have an absolute divorce from the Defendant and to have her maiden name, to wit: Florence Davis restored to her.

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony existing between the Plaintiff and Defendant be, and the same are hereby dissolved, set aside, and declared null and void, and the said parties, and each of them, are restored to the status of single persons. It is also Ordered, Adjudged and Decreed that the Plaintiff be, and she is hereby restored her maiden name of Florence Davis.

Dated this day of August, 1949.

Henry S. Martin
District Judge

7200

STATE OF IDAHO,)
COUNTY OF FREMONT,) ss:

I, T. H. Foley, Clerk of the District Court, and Ex-Officio Auditor and Recorder, in and for the County of Fremont, State of Idaho, do hereby certify that the attached is a full, true, and correct copy of a certain Decree

Florence Davis Henderson vs Eugene O. Henderson

as the same now appears of record on file in my office, as instrument No. 266927

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 9th day of August A. D., 194 9.

T. H. Foley
Clerk of District Court, and Ex-Officio Auditor and Recorder.

By Maud Bird
Deputy Recorder

COPY

Filed _____

7201

COPY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

WILLIAM DAWSON MORELAND, JR., Plaintiff, vs. MARGARET BOUVE MORELAND, Defendant.	:	JUDGMENT AND DECREE

.....

This cause came on regularly for trial before the Court, sitting without a jury, on the 19th day of July, 1949, Willis C. Moffatt, appearing as attorney for Plaintiff and Cross-Defendant and E. B. Smith appearing as attorney for Defendant and Cross-Complainant, and the Court having heard the testimony and having examined the proofs offered by the respective parties, and the Court being fully advised in the premises and having filed herein its Findings of Facts and Conclusions of Law, and having directed that judgment be entered in accordance therewith; now; therefore, by reason of the law and findings aforesaid:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that this does ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony heretofore and now existing between Defendant and Cross-Complainant and Plaintiff and Cross-Defendant are forever dissolved;

2. That Defendant and Cross-Complainant shall have the custody of the minor children of the parties hereto, to-wit: Peter Bouve Moreland and William Dawson Moreland, III, provided, however, that Plaintiff and Cross-Defendant shall have the right to visit said children at all reasonable times while they are on

COPY

Filed

vacation from school, or at home in the United States, and to have said children, or either of them, visit him during their school vacation periods, when Plaintiff and Cross-Defendant has a suitable and proper place for said children, or either of them, to live during their stay with him, Plaintiff and Cross-Defendant to pay all transportation charges and necessary expense incurred in having the said children, or either of them, visit him wherever they may, whether in the United States or abroad;

3. That Plaintiff and Cross-Defendant is hereby ordered to pay the sum of $75.00 per month to Defendant and Cross-Complainant for the support, maintenance and education of each of said children until said child attains his majority and while residing with Defendant and Cross-Complainant, provided, however, when either child is ready and desires to attend college or another institution of higher learning, this Court may, upon application, modify this decree to make such provisions as the Court may at such time deem proper;

4. The Plaintiff and Cross-Defendant is ordered to pay to Defendant's counsel, E. B. Smith, whose residence is Boise, Idaho, the sum of $200.00 in full payment of attorney's fees and costs necessarily expended in representation of Defendant and Cross-Complainant in this suit.

DATED This 9TH day of August, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of William Dawson Moreland, Jr. -vs- Margaret Bouve Moreland

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 27th day of August A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7202

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

ARTHUR E. FESSENDEN,
Plaintiff,
-vs-
HELEN E. FESSENDEN,
Defendant.

D E C R E E.

This cause coming on for hearing before the Court this 1st day of August, 1949, on plaintiff's complaint and it appearing to the Court that due and proper service of summons and copy of said complaint was made upon the defendant, Helen E. Fessenden, personally in the State of New York in the manner required by law and the said Defendant having failed to appear or answer and the time allowed for answering having now expired and the plaintiff appearing in person and by his attorneys, Fredricks & Jeppesen and the defendant failing to appear in person or otherwise and the Court having heard the testimony of witnesses sworn and testifying on behalf of the plaintiff and the residence of the plaintiff having been corroborated by additional testimony and it appearing to the Court that the allegations of plaintiff's complaint are true and that the plaintiff is entitled to the relief therein prayed for and the Court having fully considered the matter and being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, Arthur E. Fessenden be and he is hereby divorced from the Defendant, Helen E. Fessenden and that the bonds of matrimony heretofore existing between the parties be and the same are hereby dissolved and held for naught.

Dated this 1ST day of August, 1949.

D. H. SUTPHEN
District Judge.

LAW OFFICES
FREDRICKS
&
JEPPESEN
201 FIDELITY BLDG.
BOISE, IDAHO

STATE OF IDAHO

COUNTY OF GOODING

I, BERT BOWLER, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a true and correct copy of the original decree in the action of ARTHUR E. FESSENDEN, plaintiff v. HELEN E. FESSENDEN, defendant, filed in the above entitled action and remaining now on file in my office at Gooding, Gooding County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 1ST day of August, 1949.

Bert Bowler
Clerk

BY: _____
Deputy.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

-o-o-o-o-o-o-o-

RITA M. ELLIS, Plaintiff,

vs.

EVERETT TAYLOR ELLIS, Defendant.

DECREE OF DIVORCE

-o-o-o-o-o-o-o-

This matter coming on for hearing in open court this 2nd day of August, 1949, the plaintiff appearing in person and by her attorney, Frank E Meek, Esq., and it appearing to the Court that the defendant has heretofore, on the 27th day of June, 1949, executed and acknowledged his appearance in said action, wherein and whereby he made his appearance and consented to default being entered against him admitting to receiving a copy of the summons and complaint on file in said action.

Now, therefore, on motion of counsel for plaintiff, it is ORDERED and this does ORDER, that the default of the defendant be entered.

Whereupon the Court proceeded to the hearing and consideration of the issues herein; witnesses were duly sworn and testified on behalf of the plaintiff and it appearing from the evidence introduced that Rita M. Ellis, the plaintiff herein, and Everett Taylor Ellis, the defendant herein, were married on the 10th day of July, 1947, at Minden, Nevada, and ever since have been and now are husband and wife.

That the plaintiff has been a bona fide resident of the State of Idaho for more than six weeks prior to the filing of this action.

That there is no property to be adjudicated in this action and that there are no children, the issue of said marriage.

That the conduct and actions of the defendant towards the plaintiff were such to cause the plaintiff great mental anguish, pain and suffering, and that by reason of the defendant's actions toward the plaintiff, he is guilty of extreme cruelty to the plaintiff.

Wherefore, it is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony now existing between Rita M. Ellis and Everett Taylor Ellis, be, and the same are hereby dissolved and held for naught. That plaintiff have restored to her her maiden name, to-wit, Rita M. Lawton.

Done in open court this 2ND day of August, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Rita M. Ellis -vs- Everett Taylor Ellis

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 2nd day of August A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7204

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF GOODING.

Hulda Thorgun Davis,

Plaintiff,

vs

DECREE OF DIVORCE.

Donald W. Davis,

Defendant.

This cause coming on regularly for trial before D. H. Sutphen, Judge of the above court at Gooding, Idaho and the trial thereof having been had and the court having heard all of the testimony and evidence produced and being fully advised in the premises finds that the defendant is guilty of extreme cruelty toward the plaintiff as charged in the complaint and that a divorce should be granted to the plaintiff from thedefendant.

NOW THEREFORE it is hereby Ordered, Adjudged and Decreed that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby permanently dissolved. The minor child of the parties hereto, to-wit: Joseph Donald Davis, now about three years of age, is hereby awarded to the custody, care and control of the defendant, Donald W. Davis, until the further order of the court with the right on the part of the plaintiff to visit said child at reasonable times and places. The defendant is awarded as his sole and separate property the Plymouth automobile, subject to all indebtedness against same which he is to pay.

Given under my hand at Gooding, Idaho this 4th day of August, 1949.

D. H. SUTPHEN

DISTRICT JUDGE.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Hulda Thorgun Davis -vs- Donald W. Davis

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 4th day of August 1949 A. D. 19

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7205

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL
DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF GOODING

#4990

Sam Rodgers, Plaintiff,

- vs -

Alma Jean Rodgers, Defendant.

DECREE

This cause coming on regularly for hearing in open court on the date stated below, plaintiff appearing in person and by his attorneys Bissell & Bird of Gooding, Idaho, and no appearance being made by or for the defendant, and it appearing that personal service of process was had upon the defendant outside the state of Idaho on July 14, 1949, and clerk's default having been duly entered; and oral and corroborating evidence having been submitted in support of the allegations of the complaint, and the court being fully advised in the premises:

It is hereby ordered, adjudged and decreed that the plaintiff have and recover judgment against the defendant that the bonds of matrimony heretofore existing between the plaintiff Sam Rodgers and the defendant Alma Jean Rodgers be and the same hereby are permanently dissolved, and said parties are restored to the status of single persons; that the custody and control of Gloria Jean three years of age and Jeanette seven years of age, minor children of the plaintiff and defendant, are awarded to the plaintiff Sam Rodgers, with right of reasonable visitation at convenient times by the defendant.

Dated in open court August 5th, 1949.

D. H. SUTPHEN /s/
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Sam Rogers -vs- Alma Jean Rogers

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 5th day of August A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

Leslie Arthur Gysbers,	)	
Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE.
Vera Gysbers,	)	
Defendant.	)	

This cause came on regularly for hearing the 6th day of August, 1949, before the court without a jury on the plaintiff's complaint filed herein. Plaintiff appeared personally and with Earl E. Reed, one of her attorneys. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law and that the time in which the said defendant was required to demur, answer or plead to said complaint had expired, the default of the defendant was duly and regularly entered herein; whereupon, the court proceeded with the trial of said cause.

Witnesses were called, sworn, and testified for and on behalf of the plaintiff, and the case was submitted to the court for final determination and decision; and the court having found that the plaintiff and defendant were married at San Jose, California, on or about January 13, 1949; that plaintiff and defendant have no children; that plaintiff and defendant have no community property; and that plaintiff is entitled to a divorce from the defendant on the ground of extreme cruelty, and that plaintiff has been a bona fide resident of the State of Idaho for more than six weeks prior to the time of the filing of his complaint.

It is therefore ordered, adjudged and decreed, and this does order, adjudge and decree that the bonds of matrimony now existing between the plaintiff, Leslie Arthur Gysbers, and the defendant, Vera Gysbers, be, and the same hereby are, dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof.

Dated at Gooding, Idaho, this 6th day of August, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Leslie Arthur Gysbers -vs- Vera Gysbers

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 6th day of August A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7207

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

Viola McCarthy, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
Steve McCarthy, Defendant.	)	

- - - - - - -

This cause came on regularly for hearing the 6th day of August, 1949, before the court without a jury on the plaintiff's complaint filed herein. Plaintiff appeared personally and with Earl E. Reed, one of her attorneys. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law and that the time in which the said defendant was required to demur, answer or plead to said complaint had expired, the default of the defendant was duly and regularly entered herein; whereupon, the court proceeded with the trial of said cause.

Witnesses were called, sworn, and testified for and on behalf of the plaintiff, and the case was submitted to the court for final determination and decision; and the court having found that the plaintiff and defendant were married at Boise, Idaho on or about September 25, 1948; that plaintiff and defendant have no children; that plaintiff is entitled to a divorce from the defendant on the ground of extreme cruelty, and that plaintiff has been a bona fide resident of the State of Idaho for more than six weeks prior to the time of the filing of her complaint; and that plaintiff's name prior to her marriage was Viola Beck.

It is therefore ordered, adjudged and decreed, and this does order, adjudge, and decree that the bonds of matrimony now existing between the plaintiff, Viola McCarthy, and the defendant, Steve McCarthy, be and the same hereby are dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof.

It is further ordered, adjudged and decreed and this does order, adjudge and decree that the plaintiff's former name of Viola Beck be restored to her.

Dated at Gooding, Idaho this 6th day of August, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in ~~XXX~~ the case of Viola McCarthy -vs- Steve McCarthy

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 6th 6th day of August A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

Thelma F. Hermann, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
Henry F. Hermann, Defendant.	)	

- - - - - - -

This cause came on regularly for hearing the 6th day of August, 1949, before the court without a jury on the plaintiff's complaint filed herein. Plaintiff appeared personally and with Earl E. Reed, one of her attorneys. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law and that the time in which the said defendant was required to demur, answer or plead to said complaint had expired, the default of the defendant was duly and regularly entered herein; whereupon, the court proceeded with the trial of said cause.

Witnesses were called, sworn, and testified for and on behalf of the plaintiff, and the case was submitted to the court for final determination and decision; and the court having found that the plaintiff and defendant were married at Minneapolis, Minnesota, on or about January 30, 1937; that plaintiff and defendant have no children; that plaintiff and defendant have no community property; and that plaintiff is entitled to a divorce from the defendant on the ground of extreme cruelty, and that plaintiff has been a bona fide resident of the State of Idaho for more than six weeks prior to the time of the filing of her complaint.

It is therefore ordered, adjudged and decreed, and this does order, adjudge and decree that the bonds of matrimony now existing between the plaintiff, Thelma F. Hermann, and the defendant, Henry F. Hermann, be, and the same hereby are, dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof.

Dated at Gooding, Idaho, this 6th day of August, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Thelma F. Herman -vs- Henry F. Herman

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 6th day of August A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * *

DELORIS HAND,

Plaintiff,

-vs-

KEITH HAND,

Defendant.

DECREE

* * *

The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, in open Court at Gooding, in the County of Gooding, State of Idaho, upon the 9th day of August, 1949, the plaintiff appearing in person and by her attorney, Perce Hall, and the defendant appearing not, neither in person, by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant Keith Hand had been duly and regularly served with summons in this action in the manner provided by law and that said defendant had failed to appear and answer, demur or otherwise plead to the plaintiff's Complaint within the time allowed by law and the default of said defendant having been duly entered according to law and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of her Complaint and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's Complaint in favor of the plaintiff and against the defendant and finds that the

defendant has been guilty of extreme cruelty towards the plaintiff and that by reason thereof the plaintiff is entitled to have dissolved the bonds of matrimony heretofore and now existing between the plaintiff and the defendant;

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff Deloris Hand and the defendant Keith Hand be and the same are hereby dissolved and that the plaintiff be and she is hereby divorced from said defendant.

Done in open Court at Gooding, in the County of Gooding, State of Idaho, this 9th day of August, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF GOODING.)

I, Bert Bowler, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 9TH day of August, 1949.

Bert Bowler
Clerk of the District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR GOODING COUNTY

GLENN D. TURLEY,
Plaintiff,
-vs-
VIRGINIA P. TURLEY,
Defendant.

DECREE OF DIVORCE

This cause coming on to be heard this 12th day of August, 1949, upon the complaint herein taken as confessed by the defendant (whose default for not pleading had been duly entered), Walter M. Oros, Esq., appearing as attorney for the plaintiff, and the Court having heard the proofs taken herein, from which it appears that all the allegations of the plaintiff's complaint are sustained by testimony free from all legal exceptions, as to its competency, admissibility and sufficiency, and it further appearing to the Court that defendant was duly served with summons; and all and singular the law and the premises being by the Court here understood and fully considered:

WHEREFORE, it is ordered, adjudged and decreed and this does order, adjudge and decree that the marriage between the plaintiff, Glenn D. Turley, and the defendant, Virginia P. Turley, be and the same is hereby dissolved and said parties, and each of them are freed and absolutely released from the bonds of matrimony; and it is further ordered, adjudged and decreed that the plaintiff pay to Virginia P. Turley the sum of Twenty Five and no/100 Dollars ($25.00) per month for the care, support, custody and education of each of the minor children of said marriage until said children attain the age of 18 years, save and except during those periods of time within which said children shall be with the defendant, plaintiff shall not be required to

pay, with the usual rights of visitation with said minor children awarded to plaintiff.

Dated this 12 day of August, 1949.

D. F. Clayton
District Judge

Presented by:
Walter M. Oros

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Glenn D. Turley -vs- Virginia P. Turley

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 13th day of August A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

ELIZABETH F. WITALIS,
Plaintiff,
vs.
RUPERT R. WITALIS,
Defendant.

D E C R E E

This Cause coming on to be heard before the Court this 13th day of August, 1949, the plaintiff being present in person and being represented by Parry, Keenan, Robertson & Daly, her attorneys; the defendant being represented by Edward Babcock, his attorney, the following proceedings were had:

It appearing to the Court that a duly verified answer had been filed in said action by the defendant and that said action was ready for trial; that the said parties had agreed that said action should be tried before the Court without a jury at this time, and that each of the said parties was ready for trial. After hearing the testimony and examining the proofs submitted for and on behalf of the plaintiff, which was duly corroborated, and the issue of plaintiff's domicile having been contested, and both sides having rested; the Court having considered the law and the evidence now finds that all material allegations of the Complaint are true and correct; that the plaintiff is, and for more than six weeks immediately prior to the filing of the Complaint in this action has been a resident of Blaine County, State of Idaho, in which county she had her place of residence and domicile, and the Court having rendered its decision herein in writing consisting of findings of fact and conclusions of law, which said decision is in favor of said plaintiff.

PARRY, KEENAN, ROBERTSON & DALY
LAWYERS
TWIN FALLS, IDAHO

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between the plaintiff, Elizabeth F. Witalis, and the defendant, Rupert R. Witalis, be and the same are hereby dissolved absolutely, and the plaintiff and defendant are, and each of them is, hereby free and absolutely released from said bonds of matrimony and is hereby restored to the status of a single and unmarried person.

IT IS FURTHER ORDERED ADJUDGED AND DECREED That an agreement made and entered into the 13th day of June, 1949, by and between Rupert R. Witalis and Elizabeth F. Witalis and admitted in evidence herein as plaintiff's Exhibit A, in words and figures as follows, to-wit:

"AGREEMENT made this 13 day of June, 1949, by and between RUPERT R. WITALIS, hereinafter designated 'husband', and ELIZABETH F. WITALIS, hereinafter designated 'wife',

"W I T N E S S E T H:

"WHEREAS, the parties hereto were duly married in October, 1942, in the City of Washington, District of Columbia, and the issue of such marriage is a daughter, VALENTINA FRANCES WITALIS, born November 24, 1946; and

"WHEREAS, unhappy differences have arisen between the parties hereto, and they have not, for some time past, co-habited as man and wife, and they deem it for the best interests of themselves and their child that they live separate and apart, and they have therefore agreed to live separate and apart from each other;

"NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants herein contained, the parties hereto agree as follows:

"1. The respective parties to this agreement shall continue to live separate and apart from each other, and each shall be free from interference, authority or control of or by the other, as if he or she were sole and unmarried, and each may reside at such place or places and in such family or families and with such relations, friends and other persons as each may deem fit, and each may follow and carry on such business, occupation and trade as he or she may choose, without and free from any control, restraint or interference, direct or indirect, by the other party, in all respects as if each were unmarried.

"2. Neither party shall molest the other or interfere with the other at any place of business or residence, nor shall either party compel or endeavor to compel the other to cohabit or dwell with him or her.

"3. Wife shall have custody and control of said child, VALENTINA FRANCES WITALIS, during her minority, during the usual or so-called school months, namely, from on

or about September 15 to on or about the following June 15 in each and every year, with reasonable rights of visitation to the husband during such periods; and the husband shall have custody and control of said child during the so-called summer months, namely, from on or about June 15 to on or about September 15 in each and every year, with reasonable rights of visitation to the wife during such periods.

"4. Husband shall have no liability whatsoever for support or maintenance of wife and shall not be liable for any debts at any time contracted by wife, and wife shall not incur any debts and liabilities whatsoever upon the credit of husband and will not permit any to be so incurred.

"5. Each of the parties hereto shall have the right to dispose of his or her property by last will and testament or otherwise, and each of the parties hereto hereby waives the right of election granted to him or her in and by section 18 of the Decedent Estate Law of the State of New York to take against any last will and testament of the other whatsoever, and in the event of the death of either party the other hereby releases the estate of the said party so dying from any right which the surviving party shall or may at any time have under any statute of distribution or any other law giving him or her the right to share or the right to elect to share in the estate of the one so dying.

"6. This agreement is executed upon the express condition that if at any time hereafter the parties shall become and be reconciled and again cohabit together, then and in that event this agreement and its provisions and conditions shall become and be null, void and of no effect from the time of such reconciliation, and without prejudice to any act or thing done or right accrued up to the time of such event.

"If at any time hereafter the marriage of the parties should be dissolved by a decree of a court of competent jurisdiction, this agreement shall remain in full force and effect and the provisions hereof shall be incorporated in such decree finally dissolving such marriage.

"7. All personal property now owned or possessed by the husband shall belong to and be retained by him, free of any claim thereto of any kind on the part of the wife. All personal property now in or at the residence of the husband, 52 Radnor Road, Great Neck, New York, shall belong to and be retained by him, free of any claim thereto of any kind on the part of the wife, except the following enumerated items: sewing machine, linens and the wife's own personal items, which enumerated items shall belong to the wife and may be removed by her from said residence at any time.

"8. The real property, identified as premises known as 52 Radnor Road, Great Neck, New York, and now owned by the parties hereto as tenants by the entirety, may not be sold by either party without the consent of the other, such consent, however, not to be unreasonably withheld. In the event of a sale of said realty, out of the net moneys received therefrom (that is, after the then indebtedness secured by mortgage on said property has been deducted from the sales price and adjustment of interest, insurance and taxes has been made and paid), the husband shall be reimbursed for all such sums paid by him from the date hereof in and for taxes and interest on said indebtedness and to amortize same; after such reimbursement, the moneys remaining shall be divided equally between

the parties hereto. Husband shall have the right to exclusive occupancy of said premises for a period not to exceed six (6) months from the date hereof. Husband agrees to make the amortization payments on said mortgage, pay the interest thereon and the taxes on said property. For such then current interest payments on said indebtedness as are made by him during his occupancy of said premises from the date hereof, and for such taxes as are paid by him for the period of such occupancy, he shall not be entitled to reimbursement as aforesaid.

"In the event the premises are leased to a third party, the net rental (after deduction of then current interest on said mortgage, then current taxes on said property and expenses for repairs to said property) shall be divided equally between the parties. It is the intention that husband shall be entitled to reimbursement for such deducted items as have been paid by him during the period the premises are under lease to a third party.

"IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

/s/ ELIZABETH F. WITALIS (L.S.)

/s/ RUPERT R. WITALIS (L.S.)

Witness:

/s/ A. H. WASSERSTROM

"STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

"On the 13 day of June, 1949, before me personally came RUPERT R. WITALIS and ELIZABETH F. WITALIS, to me known and known to me to be the individuals described in and who executed the within instrument, and they duly acknowledged that they executed the same.

/s/ PHILIP FELDMAN

PHILIP FELDMAN
Notary Public, State of New York
Residing in Nassau County
Nassau County Clerk's No. 1247
N.Y. Co. Clks. No. 758, Reg. No. 384-F-0
Kings Co. Clks. No. 171, Reg. No. 292-F-0
Commission Expires March 30, 1950"

is fair and equitable and is for the best interests of the minor child of the parties hereto, and that said agreement is hereby approved and confirmed by the Court.

Done in open court this 13th day of August, 1949.

/s/ D. N. Satkhen
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Elizabeth F. Witalis -vs- Rupert R. Witalis

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 13th day of August A. D. 19 49

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

7212

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF GOODING.

Lois Kessler,

Plaintiff,

vs

DECREE OF DIVORCE.

Earl D. Kessler,

Defendant.

This cause coming on regularly for hearing before D. H. Sutphen, Judge of the above court, at Gooding, Idaho on the 15th day of August, 1949 and the trial thereof being had and the court having heard all of thetestimony and evidence introduced and being fully advised in the premises finds that thedefendant is guilty of extreme cruelty toward the plaintiff and that a divorce should be granted to the plaintiff from thedefendant.

NOW THEREFORE it is hereby Adjudged and Decreed that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby permanently dissolved. The plaintiff is awarded the care, custody and control of Janett Lee Kessler the minor child of the parties hereto with the right given to the defendant to visit said child at reasonable times and places.

Witness my hand at Gooding, Idaho this 15th day of August, 1949.

D. H. SUTPHEN

DISTRICT JUDGE.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Lois Kessler -vs- Earl D. Kessler

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 15th day of August A. D. 1949

Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7213

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

GLENN W. DENNIS,
Plaintiff,
vs
IDA A. DENNIS,
Defendant.

DECREE

THIS CAUSE came on regularly to be heard in open Court this 15TH day of May, 1949, upon the complaint of the plaintiff, Glenn W. Dennis, and the answer of the defendant, Ida A. Dennis, Pasco B. Carter appearing for plaintiff, and Willis E. Sullivan appearing for the defendant. Oral and documentary evidence was introduced, and the cause submitted to the Court for decision, and the Court being fully advised in the premises, finds, concludes, decides and decrees:

1.

That Findings of Fact and Conclusions of Law were waived by Stipulation in writing filed with the clerk of this Court.

2.

That the plaintiff now is and for more than six full weeks immediately preceding the commencement of this action, has been a bona fide resident of the State of Idaho.

3.

That said plaintiff and defendant intermarried in the City of Athol, South Dakota, on the 22nd day of May, 1921, and ever since have been and now are husband and wife.

4.

That for many months last past defendant has treated

plaintiff with extreme cruelty and has inflicted upon him grievous mental suffering, which conduct has impaired plaintiff's happiness and well being and has caused him great worry and misery. That to continue to maintain marital relations with the defendant would serve no useful purpose and by reason thereof the said plaintiff is entitled to a decree of divorce.

WHEREFORE IT IS NOW ORDERED, ADJUDGED AND DECREED:

That the marriage heretofore and now existing between the plaintiff and defendant be, and the same is, hereby dissolved upon the ground of defendant's extreme cruelty to the plaintiff, and that the parties are, and each of them is, freed from the bonds of matrimony and all the obligations thereof, and that the plaintiff and defendant are restored to the status of single persons.

Dated this 15TH day of May, 1949.

D.H.Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Glenn W. Dennis -vs- Ida A. Dennis

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 15th day of August, 1949 A. D. 19

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7214

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

EDNA VON HUTCHCRAFT,
Plaintiff,
-vs-
FRANK HUTCHCRAFT,
Defendant.

J U D G M E N T

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho, this 16th day of August, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process, and that he had failed to answer within the time fixed by law, and that the default of the defendant for his failure to appear has been duly entered by the Clerk of the Court.

Whereupon, evidence duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in the complaint, and that the plaintiff is and for several years last past and immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

It is hereby ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff and defendant be and the same are hereby dissolved, and each of said parties is hereby restored to the status of a single person, and that the property settlement agreement entered

into between the plaintiff and defendant on the 22nd day of July, 1949, an original copy of which has been admitted as an exhibit herein, is hereby approved and confirmed by the court; that the plaintiff is hereby declared to be the owner and is hereby awarded the residence home described as Lot 7, Block 39, Hammers Addition to the Town of Glenns Ferry, Elmore County, Idaho; and further, the plaintiff is awarded all furniture, dishes and household goods acquired by the parties since their marriage, together with all money and personal property as provided for in said agreement.

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Edna Von Hutchcroft -vs- Frank Hutchcraft

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 16th day of August A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

JAMES E. KARRICK, Plaintiff, -vs- GENEVA G. KARRICK, Defendant.	JUDGMENT AND DECREE

THIS CAUSE coming on regularly to be heard on the 16 day of 16TH AUG, 1949, before the Court without a jury, and the plaintiff, appearing in person and by his attorney, Thos. Y. Gwilliam, and the defendant not appearing in person or by counsel and it appearing to the Court that Summons in the above-entitled action has heretofore been duly and regularly issued and due service of process had upon said defendand, and that the time for answering, demurring, or appearing has expired; that the default of said defendant, GENEVA G. KARRICK, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered; and an Affidavit stating the Defendant is not in the Military Service of the United States having been filed herein:

WHEREUPON, evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears that the allegations of the plaintiff's complaint on file herein are sustained by testimony free from all obligations as to competency, admissibility and sufficiency; and it furthur appearing that said matters in said complaint alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed

and the law and premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

WHEREFORE, it is ORDERED, ADJUDGED, and DECREED, and this does ORDER, ADJUDGE, and DECREE:

1. That the bonds of matrimony now existing between plaintiff and defendant be, and the same are hereby forever dissolved.

Dated and signed this 16 day of AUG., 1949.

D. H. SUTPHEN

Distict Judge.

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of James E. Karrick -vs- Geneva G. Karrick

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 16th day of August A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7216

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

ELEANOR G. KUBIE,
Plaintiff,
-vs-
LAWRENCE S. KUBIE,
Defendant.

D E C R E E

This cause came on regularly to be heard on the 18th day of August, 1949, before the undersigned, Judge of the above entitled court, upon plaintiff's complaint and defendant's answer thereto, Plaintiff appearing in person and being represented by E. B. Smith, of Boise, Idaho, her attorney of record, and defendant being represented by Robert N. W. Balleisen of Twin Falls, Idaho, his attorney of record.

It appearing to the Court that defendant made due appearance herein and pleaded to plaintiff's complaint by his answer on file herein, oral and documentary evidence was introduced by and on behalf of plaintiff to sustain the allegations of her complaint relating to her causes of action for divorce from defendant, and oral and documentary evidence was introduced by and on behalf of both plaintiff and defendant relating to the written marriage settlement contract made and entered into by the plaintiff and defendant June 15, 1949, the original of which was introduced in evidence and duly substituted by copy thereof; no evidence having been introduced on behalf of defendant, other than

that relating to the marriage settlement contract aforesaid, either in opposition to said marriage settlement contract or in support of the allegations of defendant's answer, whereupon, said cause having been submitted to the Court for its decision, findings of fact and conclusions of law having been by the parties expressly waived in writing by stipulation on file herein, the Court having considered the evidence, being fully advised in the law in the premises, and having found all the allegations of plaintiff's complaint to be true:

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree that the bonds of matrimony heretofore and now existing between plaintiff, Eleanor G. Kubie, and defendant, Lawrence S. Kubie, be and they hereby are dissolved and that the parties are and each of them is freed from the obligations thereof.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree that the written marriage settlement contract made and entered into June 15, 1949, by and between Lawrence S. Kubie, party of the first part called "the Husband" therein, and Eleanor G. Kubie, party of the second part called "the Wife" therein, they being defendant and plaintiff respectively in this suit, is found to be fair and equitable, voluntarily made by said parties and of such a character to be of the most benefit to each of the parties under the circumstances, in keeping with their respective positions and stations in life, and designed to be for their mutual benefit, and said contract and each and all of its provisions is hereby confirmed and approved, the original of which contract was introduced in evidence in this suit and permitted to be substituted by true and correct copy thereof.

In accordance with the provisions of the aforementioned marriage settlement contract, IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

1. Plaintiff and defendant, except as herein otherwise provided, each shall own, have and enjoy, independently of any claim or right of the other party, all real, personal and intangible property belonging to him or her, and now in his or her possession, or which hereafter may come into his or her possession, with full power of disposition independent of and to the exclusion of the other party, and without any right whatsoever in either party to any such properties of the other party, or mutations, or proceeds thereof;

2. In addition to the sums of money paid by defendant to plaintiff, as evidenced by said contract, defendant, Lawrence S. Kubie, shall and he hereby is ordered and directed to pay to plaintiff, Eleanor G. Kubie, for the period commencing August 1, 1949 and ending June 30, 1950, the sum of Four Hundred ($400.) Dollars per month on the first day of each and every month during said period of time;

3. Defendant, Lawrence S. Kubie, shall and he hereby is ordered and directed to pay to plaintiff, Eleanor G. Kubie, for the year beginning July 1, 1950 and for each successive year thereafter the sum of Three Thousand Six Hundred ($3,600.) Dollars per annum in equal monthly installments on the first day of each and every month; such payments, so provided, and hereby ordered and directed to be made, shall continue to be made by defendant to plaintiff during the joint lives of plaintiff and defendant, PROVIDED, HOWEVER, that said payments shall cease upon the occurrence of the first of the following contingencies:

(a) The death of either plaintiff or defendant;

(b) The death of plaintiff's mother, Miriam H. Gottheil;

(c) Plaintiff's re-marriage.

4. Plaintiff is hereby ordered and directed, in the event of the death of her mother, Miriam H. Gottheil, or upon her, plaintiff's re-marriage, to notify defendant immediately by registered mail addressed to defendant in care of Messrs. Kupfer, Silberfeld, Nathan & Danziger, No. 29 Broadway, New York 6, N. Y., of either of such events, whichever first shall have occurred;

5. Defendant shall and he hereby is ordered and directed to pay all debts, accounts and obligations incurred, existing, or due and unpaid growing out of the relationship of plaintiff and defendant as husband and wife, prior to and up to and including June 14, 1949, and plaintiff shall be and she hereby is relieved of all responsibility in connection with the payment of any and all of such debts and obligations; commencing with June 15, 1949 and thereafter plaintiff shall become and be responsible for any and all debts and obligations incurred by her, and defendant shall be and he hereby is relieved of all responsibility and liability for the payment of such obligations incurred and to be incurred by plaintiff commencing June 15, 1949 and thereafter;

6. Plaintiff by said marriage settlement contract has waived, remised and released any and all rights in defendant's estate existing as of June 15, 1949, or hereafter which otherwise might exist in her favor under the laws of any State in the United States, and amendments thereto, by virtue whereof defendant may execute any last will and testament desired by him and make any other final disposition of his property in any

manner whatsoever to the entire exclusion of plaintiff, and plaintiff shall have no right of election whatsoever to take against any last will and testament of defendant; and she, plaintiff, shall at any time upon recuest of defendant, execute such form of agreement or waiver as may be deemed necessary or appropriate in the premises;

7. Defendant by said marriage settlement contract has waived, remised and released any and all rights to plaintiff's estate existing as of June 15, 1949, or hereafter which otherwise might exist in his favor under the laws of any State in the United States, and amendments thereto, by virtue whereof plaintiff may execute any last will and testament desired by her or make any other final disposition of her property in any manner whatsoever to the entire exclusion of defendant, and defendant shall have no right of election whatsoever to take against any last will and testament of plaintiff; and, he, defendant, shall at any time upon request of plaintiff, execute such form of agreement or waiver as may be deemed necessary or appropriate in the premises;

8. Plaintiff and defendant, by virtue of their mutual covenants evidenced by said marriage settlement contract, shall be and they hereby are released and forever discharged each from the other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity, which either of them has had, or has, or may hereafter have against the other upon or by reason of any matter, cause or thing up to June 15, 1949, the date of the execution of said contract, except as provided in said contract and in this decree provided, it being the expressed intention of the said parties that said contract be construed in accordance with the laws of the State

of New York and be binding upon each of their heirs, executors or administrators.

9. Plaintiff and defendant, by virtue of their mutual covenants evidenced by said marriage settlement contract, shall and they hereby are ordered and directed to, upon the request of either, make, execute and deliver any and all deeds, releases, assignments, waivers, instruments, papers or documents as the other party may reasonably require for the purpose of giving full effect to said marriage settlement contract and the covenants, conditions and agreements therein contained and for the purpose of giving full force and effect to this Decree and each and every of the requirements herein contained, and no change, modification or discharge of said marriage settlement contract shall be valid unless in writing and signed by both of said parties.

GIVEN, DATED and ENTERED at Gooding, Idaho, this 18th day of August, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO)
(ss:
County of Gooding)

AFFIDAVIT

I, Bert Bowler, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Gooding, Gooding County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of August, 1949.

(SEAL)

Bert Bowler
Clerk of the District Court

By Jean Stone
Deputy

7217

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR GOODING COUNTY

* *

CHRISTINE CURTRIGHT, Plaintiff, - vs - B. L. CURTRIGHT, Defendant.	D E C R E E

* *

The above entitled matter came on regularly for hearing on the 16th day of August, 1949 and it appearing that the defendant, B. L. CURTRIGHT, was duly and regularly served with summons in Ada County, State of Idaho on the 25th day of July, 1949, and that the defendant has failed to answer or in any manner plead to the plaintiff's complaint filed herein; that upon the motion of the plaintiff the default of the defendant was duly and regularly entered and witnesses were thereupon sworn and testified on behalf of the plaintiff; it appearing from the testimony of the witnesses for the plaintiff that all the allegations of the complaint are true and that plaintiff is entitled to a decree of divorce from the defendant upon the ground of extreme cruelty; and the Court being fully advised in the premises.

NOW, THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does Order, Adjudge and Decree that the bonds of matrimony heretofore and now existing between the parties be dissolved and that plaintiff is hereby restored to the status of a single person.

DATED THIS 16th day of August, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Christine Curtright -vs- B. L. Curtright

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 18th day of August A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7218

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

GRETA M. PATTERS,

Plaintiff,

v.

HUGH J. PATTERS,

Defendant.

DECREE OF DIVORCE

This matter coming on regularly for trial before the Court without a jury on this 20TH day of August, 1949, the plaintiff appearing in person and with counsel, Wm. F. Galloway, and defendant having been regularly served with summons and having failed to appear and his default having been duly entered; evidence having been introduced by and on behalf of plaintiff; the court having found, and hereby finds, that each and all of the allegations of plaintiff's complaint are true, and the matter having been submitted to the Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby dissolved.

That plaintiff's former married name of Greta M. Bloomquist be and the same is hereby restored to her.

DATED AND SIGNED at Gooding, Idaho, this 20TH day of August, 1949.

DORAN H. SUTPHEN
District Judge

STATE OF IDAHO) ss.
County of Gooding)

I, BERT BOWLER, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Gooding, Gooding County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20TH day of August, 1949.

(SEAL)

Bert Bowler
Clerk of the District Court

7219

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

GLEN E. HOEL,
Plaintiff,
vs
BENNIE F. HOEL,
Defendant.

DECREE OF DIVORCE

This cause coming on to be heard this 26TH day of August 1949, upon the complaint herein taken as confessed by the defendant (whose default for not pleading had been duly entered), Walter M. Oros, Esq., appearing as attorney for plaintiff, and the Court having heard the proofs taken herein, from which it appears that all the allegations of plaintiff's complaint are sustained by testimony free from all legal exceptions, as to its competency, admissibility and sufficiency, and it further appearing to the Court that defendant was duly served with summons; and all and singular the law and the premises being by the Court here understood and fully considered:

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, And this does order, adjudge and decree that the marriage between the plaintiff, Glen E. Hoel, and the defendant, Bennie F. Hoel, be, and the same is hereby dissolved, and said parties, and each of them, are freed and absolutely released from the bonds of matrimony and all the obligations thereof.

Dated this 26TH day of August, 1949.

D. H. SUTPHEN
District Judge

Presented by:
Walter M. Oros

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Glen E. Hoel -vs- Bennie F. Hoel

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 20th day of August A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7220

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

DOREATHA OSBORNE, Plaintiff, vs. EUGENE S. OSBORNE, Defendant.	DECREE OF DIVORCE.

This cause coming on regularly to be heard on the 26th day of August, 1949, plaintiff appearing in person and by her attorneys, Davison & Davison, and the defendant appearing not, either in person, by attorney, or otherwise; and it appearing from the files and records in said case that the defendant was personally served with Summons in the State of Idaho, and that the time for the defendant to make an appearance has expired, and the default of the defendant has been duly entered;

The Court heard the evidence and proof submitted by plaintiff and on her behalf, and finds that the allegations of said Complaint are true, that defendant has treated plaintiff in an extremely cruel and inhuman manner, inflicting upon her great and grievous mental suffering and anguish, and that plaintiff is entitled to the relief sought by her Complaint.

WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved and held for naught, and each of the parties are freed from any further obligations thereof.

Dated August 30th, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Doreatha Osborn -vs- Eugene S. Osborne

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 30th day of August A. D. 19 49

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

7221

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

MILDRED CAGLE,

Plaintiff,

vs.

ELVIN CAGLE,

Defendant.

DECREE

THIS CAUSE Came on before the Court sitting without a jury on the ~~29th~~ 30 of August, 1949, the said plaintiff appearing in person and by counsel, Vernon K. Smith, Esq., of Boise, Idaho, and the defendant having appeared neither in person nor by counsel.

And it appearing from the records and files of this said case that a verified complaint was filed and that a Summons was issued, which said Summons was served upon the defendant on the 8th day of August, 1949, but that said defendant did not appear and plead to said Complaint, and the time for appearance having expired, the plaintiff filed an Affidavit setting forth the facts from which the Court finds that the defendant is not, nor has he been at any time within six (6) months next preceding the date hereof, a person in the armed forces of the United States of Merica, as defined by Section 101 (1) of the Soldiers'and Sailers' Relief Act of 1940, or any other act of Congress or the Legislature of the State of Idaho, duly enacted and approved. Whereupon the Court did make its Order allowing a default against said defendant.

Whereupon, evidence was produced from which it appears that each and all and every of the allegations of plaintiff's complaint are duly sustained, and that the plaintiff is entitled to the relief for which he prays, it particularly appearing from said evidence that the plaintiff is a bona fide resident of the State of Idaho, and has been such resident for more than six (6) full weeks next preceding the fil-

ing of said action, which said fact was duly corroborated.

NOW THEREFORE, It is hereby ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony, now and heretofore existing between the plaintiff, Mildred Cagle, and the defendant, Elvin Cagle, are forever dissolved, and that each said party is absolutely freed from each, all and every obligation thereof.

Done in open Court this 30th day of August, 1949, at Gooding, in Gooding County, State of Idaho.

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Mildred Cagle -vs- Elvin Cagle

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 30th day of August A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7222

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

JOSEPH J. PICONE
Plaintiff

vs

JEANNE MOORE PICONE
Defendant

D E C R E E

This cause came on regularly for hearing on this day before the Court, J. L. Eberle, Esquire, appearing as attorney for the plaintiff and the defendant having heretofore appeared by demurrer by Herman Welker, Esquire, her attorney, and thereafter by stipulating having withdrawn such demurrer, refused to plead further, and consented to a hearing of the above entitled cause at the convenience of the court, default of said defendant upon such refusal to plead further having been duly entered, and such default is hereby entered, and an affidavit of military service having been duly filed herein, and the court having heard the testimony introduced by plaintiff and being fully advised in the premises, finds, concludes and decrees:

1. That said plaintiff and defendant intermarried in Queens County, New York, on June 14, 1937, and ever since have been and now are husband and wife.

2. That plaintiff now is and for more than a year last past has been a resident of Ada County, State of Idaho.

3. That there is no issue of said marriage.

4. That for more than a year last past the said defendant has treated plaintiff herein with extreme cruelty and has inflicted upon him grevious mental suffering, and her conduct has been such that it has impaired, and will continue to impair, said plaintiff's health; that defendant has repeatedly committed acts of cruelty

upon plaintiff, including constant quarelling, nagging and criticism, together with physical injury resulting from defendant's violent temper, and treating plaintiff by words and conduct in such a way as to humiliate and injury him, all of which caused plaintiff mental suffering, greatly distressing him and seriously affecting him both mentally and physically.

5. That the community property of the parties hereto consists of household goods, including a piano, oil painting, cocktail table and certain other items of furniture which the plaintiff has in his possession; the beauty parlor business of plaintiff, together with furniture, fixtures and equipment in connection therewith, and a contract of sale dated May 4, 1948 by and between Clarence E. Brewer and Lillian N. Brewer as sellers, wherein the parties hereto are buyers of the following described property, to wit:

> Lots 9 and 10 of C. E. Brewer Subdivision, a part of Lots 13 and 14, Veazey Park Addition, recorded in Book 11 of Plats at Page 614, records of the County Recorder's Office of Ada County, Idaho, together with a water right in Nampa & Meridian Irrigation District;

that plaintiff is entitled to all of such personal property, excepting said piano, oil painting, cocktail table and certain other items of furniture which the plaintiff now has in his possession and which should be shipped to the defendant at plaintiff's expense.

6. That plaintiff is entitled to a decree of divorce upon the ground of cruelty and the bonds of marriage should be dissolved.

7. That plaintiff should pay defendant as alimony the sum of $100.00 per month during her lifetime or unless said defendant remarries.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between Joseph J. Pisone and Jeanne Moore Pisone be and the same are hereby dissolved and the said parties are, and each of them, freed and absolutely released therefrom.

2. That the plaintiff be and hereby is decreed and shall have as his sole and separate property the contract of sale and real property hereinbefore described, his beauty parlor business and all of the other property hereinbefore described and mentioned, excepting only the property decreed to the defendant as hereinafter specified.

3. That the defendant be and hereby is decreed and shall have as her sole and separate property the piano, oil painting, cocktail table and certain other items of furniture, which the plaintiff now has in his possession and which are to be shipped to said defendant at plaintiff's expense.

4. That plaintiff shall pay to the defendant for her maintenance, care and support during her lifetime, or until she remarries, the sum of $100.00 per month, payable on the 10th day of each and every month, commencing September 10, 1949.

Dated: August 31st, 1949.

D. H. SUTPHEN

District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Joseph J. Picone -vs- Jeanne Moore Picone

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 31st day of August A. D. 1949

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

7223

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

DOROTHY S. THACKREY,
Plaintiff,
-VS-
THEODORE O. THACKREY,
Defendant.

D E C R E E.

This cause coming on to be heard before the Court this 22ND day of August, 1949, the plaintiff being present in person and being represented by Everett B. Taylor, her attorney, the defendant being represented by L. L. Sullivan, his attorney, the following proceedings were had:

It appearing to the Court that a duly verified answer had been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agreed that the said action should be tried before the Court, without a jury, at this time, and that each of the said parties were ready for trial. The Court after hearing the testimony submitted for and on behalf of the plaintiff, which was duly corroborated, and the issue of the plaintiff's domicile having been contested, and both sides having rested; the Court having considered the law and the evidence, now finds that all material allegations of the complaint are true and correct; that plaintiff is, and for more than six weeks immediately prior to the filing of the complaint in this action has been a resident of Blaine County, State of Idaho, in which County she had her place of residence and domicile, and the Court having rendered its decision herein in writing, consisting of findings of fact and conclusions of law, which said decision is in favor of said plaintiff.

NOW, therefore, in accordance therewith, IT IS ORDERED, ADJUDGED, and DECREED, that the marriage between the plaintiff Dorothy S. Thackrey and the defendant Theodore O. Thackrey, be dissolved and said parties and each of them is freed and released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the separation agreement between the parties dated the 5th day of April, 1949, marked Plaintiff's Exhibit "A", on file in this Court, providing for a settlement of their property rights between the parties and of the claims of each of them against the other, be approved, confirmed and ratified by this Court, and the parties are each hereby ordered and directed to comply with the terms and provisions thereof on his or her part to be performed with the same force and effect as if such terms and provisions were set out in haec verba as a part hereof.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the plaintiff's maiden name of Dorothy Schiff be restored to her.

Done in Open Court at Gooding, Idaho, this 22 day of August, 1949.

D. H. SUTPHEN
DISTRICT JUDGE.

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Dorothy S. Thackery -vs- Theodore O. Thackery

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 22nd day of August A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7224

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR GOODING COUNTY

LaVerne B. Perkins, Plaintiff	)	# 5009
- vs -	)	D E C R E E
Robert C. Perkins, Defendant.	)	

This cause came on regularly for hearing in open court on the date mentioned below, plaintiff appearing in person and by her attorneys Bissell & Bird; and it satisfactorily appearing to the court that personal service was had upon the defendant in the State of Idaho on August 3, 1949, and no appearance being made by or for the defendant, and clerk's default having been entered; and the court having heard evidence and corroborating evidence on behalf of the plaintiff, and being fully advised in the premises;

IT IS HEREBY ORDERED, Adjudged and decreed that the plaintiff have and recover judgment against the defendant that the plaintiff LaVerne B. Perkins and the defendant Robert C. Perkins be and they hereby are divorced and restored to the status of single persons.

IT IS Further ordered, adjudged and decreed that the plaintiff be and she hereby is awarded title and possession of the household goods and furniture and kitchen equipment heretofore owned by the parties jointly, including Frigidaire, Westinghouse stove and G. E. washing machine;

It is further ordered, adjudged and decreed that custody and control of Gary C. Perkins, five year old son of the parties, be and hereby is awarded to the plaintiff, with right of reasonable visitation on the part of the defendant; and that the defendant be

and he hereby is required to pay the plaintiff the sum of $35.00 per month for the maintenance, support, and education of said minor child, which payment shall be made to the plaintiff at Glenns Ferry, Idaho; and that the defendant be and hereby is required to pay and judgment is hereby given against the defendant for the sum of $45.80 as part of the costs and attorneys fees herein.

Dated at Gooding, Idaho this 24th day of August, 1949.

/s/ D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of LaVern B. Perkins -vs- Robert C. Perkins

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 24th day of August A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

NEWELL B. CHANDLER
Plaintiff
vs.
DELORES L. CHANDLER
Defendant

D E C R E E

The above entitled cause came on regularly to be heard and tried before the court, sitting without a jury on the 25th day of August, 1949, the plaintiff appearing in person and by David Doane of the firm of Doane & Furey, his attorneys, and the defendant appearing by Merlin S. Young, her attorney; and, the said cause was thereupon tried upon the complaint of the plaintiff and the answer of the defendant; and, the court having heard the testimony and being fully advised in the premises, and findings of fact and conclusions of law having been expressly waived by stipulation of the parties filed in the above entitled cause;

And, there having been offered and admitted in evidence a contract made and entered into by and between the plaintiff and defendant under the date of August 10, 1949, in words and figures as follows:

AGREEMENT

Between: NEWELL B. CHANDLER of Payette, Payette County, Idaho
First Party
and
DELORES L. CHANDLER of Sacramento County, Sacramento, California
Second Party

THIS AGREEMENT, Made this 10th day of August 1949, by and between Newell B. Chandler, herein called "first party" and Delores L. Chandler, herein called "second party,"

W I T N E S S E T H

WHEREAS, the parties hereto have, since February 17, 1940 been husband and wife and now are husband and wife; and,

WHEREAS, unfortunate differences have arisen between the parties hereto, as a result of which they have separated and are now living apart from each other; and,

WHEREAS, the parties hereto desire to enter into an agreement for the purpose of confirming their separation and to set forth their agreement which they term to be satisfactory and reasonable for the purpose of disposing of all the property in which the parties are jointly interested;

NOW, THEREFORE, In consideration of the premises and of the mutual covenants and agreements of the parties herein contained;

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

That it shall be lawful for the said parties to continue to live separate and apart from each other, during the term of their natural lives; and that each of said parties shall, at all times, live separate and apart from the other as if sole and unmarried and may reside, from time to time, at such place or places and may conduct, carry on and engage in any employment, business, or trade that either shall deem fit without any control, restraint or interference, directly or indirectly, by the other party hereto.

That neither party shall molest the other, nor compel the other to dwell with him or her, by any legal proceedings or otherwise.

That neither party shall be obligated in any respect to maintain or support the other.

That from and after the date hereof, the second party shall have the entire care, custody, and control of the minor child of the parties heretofore, which was adopted by the first party, to-wit:

Edwin Charles Chandler, Age 12,

and that the first party shall have the right to make reasonable visitation at reasonable times and places to such child, provided that such visitation does not in any way interfere with his schooling or with the care, custody, and control hereby granted to the second party.

That the first party does hereby grant and convey unto the second party all of his right title and interest in and to all of the household furniture now owned by the respective parties and also all of his right title and interest in and to that certain 1941 Pontiac Sedan, now the community property of the parties hereto, and the second party does hereby acknowledge that she has full and complete possession of said furniture and automobile.

In the event that either of the parties hereto begin an action for divorce, this agreement shall be binding and effective

as to the disposition of their properties and the custody of said child and shall be presented to such Court if such divorce is to be obtained for approval and should that Court not approve the same, then no decree of divorce shall be entered with provisions contrary to this Agreement, except upon notice to the other party.

The second party hereby releases the first party from all claims and demands of every character arising out of the marital status of said parties, including attorneys fees which may be incurred in any future divorce action between the parties, costs, temporary alimony, permanent alimony, support and maintenance, right of family allowance, and right to inherit and all claims of every character and description held by the second party against the first party, save as herein provided. It is specifically agreed and understood that this agreement comprises the complete adjustment and settlement between said parties of all claims and demands of every character and that the second party shall have no right, title, or claim against first party, save as herein provided.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Newell B. Chandler
First Party

Delores L. Chandler
Second Party

And, it appearing to the court that such contract is fair, equitable, and should be confirmed and approved by the court;

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff, Newell B. Chandler, divorced from the defendant, Delores L. Chandler, and each of the parties hereto restored to the status of a single person;

That the said agreement in writing made and entered into by and between the plaintiff and defendant under date of the 10th day of August, 1949, and placed in evidence and hereinbefore set forth, providing for the care, custody, support and maintenance of the minor child, Edwin Charles Chandler, and settling, adjusting and composing all property rights of the plaintiff and defendant with reference to each other, be, and the said agreement hereby is, approved, ratified, and confirmed, and each the plaintiff and defendant is hereby ordered and directed to comply with the terms thereof;

Done in open court this 25th day of ~~February~~ August, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Newell B. Chandler -vs- Delores L. Chandler

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 25th day of August A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

HAZEL E. SUESMANN, Plaintiff, vs. EDWARD J. SUESMANN, Defendant.	FINAL DECREE

This cause came on regularly before the Court, sitting without a jury, on this 26TH day of August, 1949, the plaintiff appearing in person and by her attorney and the defendant not appearing either in person or by attorney, and it appearing from the records and files in said action that the defendant was duly, regularly and personally served with summons, as provided by law, and that the time for his appearance has expired, and it further appearing from the affidavit of plaintiff that said defendant is not engaged in the Military Service of the United States as defined by Section 101 (1) of that Act of Congress known as the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and witnesses having been sworn and having testified in behalf of plaintiff and it appearing that the plaintiff is entitled to the relief prayed for in her complaint, and that the separation agreement of the parties hereto, a copy of which has been offered in evidence herein, is hereby confirmed and approved,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, that the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and the same are, hereby dissolved, and it is further ordered, adjudged and decreed that, in accordance with the afore-

mentioned separation agreement, all of the property rights of the parties have been determined, and the custody of Hazel Sussmann is hereby awarded to the plaintiff, subject to the rights of visitation as set forth in said separation agreement.

Dated this 26TH day of August, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Hazel E. Sussmann -vs- Edward J. Sussmann

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 26th day of August A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

X

7227

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

GERALDINE HURST,
Plaintiff,

vs.

MARVIN HURST,
Defendant.

DECREE OF DIVORCE

THIS CAUSE CAME on to be heard in open Court on the 27th day of August, 1949, the plaintiff appearing in person and by Creed W. Mullins, her attorney, and the defendant appearing not; and

IT APPEARING FURTHER, from the records and files in this cause that a complaint was duly and regularly filed in the above entitled Court and cause on the 12th day of July, 1949, that a Summons was duly and regularly issued by the Clerk of said Court and that the defendant was personally served with said Summons in Nampa, Canyon County, Idaho, on the 14th day of July, 1949, by delivering to him in person a copy of said Summons to which was attached a copy of the said complaint; and

IT APPEARING FURTHER, that more than twenty days have elapsed since the said service and that the said defendant has failed to answer or otherwise appear herein; and

IT APPEARING FURTHER, from the affidavit on file herein, that the defendant is not in the military service of the United States and has not been in said service more than one year immediately preceding the filing of this action; and

IT APPEARING FURTHER, that the plaintiff and defendant have made a property settlement and agreement adjusting their property rights and providing for the support of the minor children of plaintiff and defendant.

WHEREFORE: upon motion of Creed W. Mullins, attorney for plaintiff for a default, based upon the records and files in this cause, the default of the said defendant was duly and regularly entered, after the entry of the default of the defendant, witnesses were sworn and their testimony taken in support of the allegations of the plaintiff's complaint.

The Court thereupon considered the records and files in this cause and the testimony of the Witnesses offered on behalf of the plaintiff as well as the documentary evidence and decided that the plaintiff was entitled to the relief prayed for in her complaint.

NOW THEREFORE: It is hereby Ordered, Adjudged and Decreed;

1. That the bonds of matrimony now existing between plaintiff and defendant be, and the same are hereby forever dissolved, and the plaintiff is hereby granted a decree of divorce from the said defendant.

2. IT IS FURTHER ORDERED ADJUDGED AND DECREED, that the property settlement heretofor made and entered between plaintiff and defendant, be and the same is hereby ratified and confirmed.

3. IT IS FURTHER ORDERED, ADJUDGED and DECREED, that the plaintiff be and she is hereby granted the custody and control of Janet Lee Hurst, the minor child of plaintiff and defendant.

4. IT IS FURTHER ORDERED ADJUDGED AND DECREED, that when the child which plaintiff is expecting is born, that she be granted the care, custody and control of said child.

5. IT IS FURTHER ORDERED ADJUDGED AND DECREED, that the defendant be and he is hereby required to pay to plaintiff for the support of Janet Lee Hurst, the minor child of plaintiff and defendant, and the child which is expected to be born, the sum of $50.00 per month, which said sum shall be paid by the

defendant to plaintiff for support until the younger of said children shall reach the age of 18 years, and which said sum shall be paid if only one child survives.

6. IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the first payment shall be made by defendant to plaintiff on or before the first day of September, 1949, and all subsequent payments on or before the first day of each and every month thereafter until the younger of said children arrives at the age of 18 years, or until further Order of this Court.

7. IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant shall pay to plaintiff all expenses incurred in connection with her confinment and the birth of the expected child.

Dated at Gooding, Idaho, this the 27th day of August 1949.

D. H. SUTPHEN
DISTRICT JUDGE.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Geraldine Hurst -vs- Marvin Hurst

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book.....at page.....

In Testimony Whereof, I have set my hand and affixed my official seal this 27th day of August A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7228

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL
DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF GOODING

H. I. McKIM,	:	
	:	
Plaintiff	:	
vs	:	D E C R E E
	:	
BERTHA O. McKIM,	:	
	:	
Defendant	:	
. . . . .	:	

This cause coming on regularly for hearing before the above entitled court on the 31st day of August, 1949, upon the plaintiff's complaint, service of the same and of the summons in this action having been duly and regularly, and in the manner provided by law, personally served upon the defendant, Bertha C. McKim, at Caldwell, Idaho on the 9th day of August, 1949, and said defendant failing to appear herein or to plead in said action within the time allowed by law, as specified in said summons; motion for the entry of default of said defendant for failing to so appear was duly made, and it appearing to the court that said defendant, Bertha I. McKim, was not at any time during the pendency of this action ~~in~~ the military serviedof the United States or any of the branches or departments thereof, order was duly issued directing the clerk of this court to enter the default of said defendant for so failing to appear and plead within the time allowed by law; pursuant to the order of this court thereafter the default of said defendant for so failing to appear and plead within the time allowed by law was duly and regularly entered by the clerk of this court in the above entitled cause and prior to the hearing of this matter; and the plaintiff appearing in person and by his attorney, Harold L. Yeamans, and the defendant not appearing in said cause the court proceeded to the hearing thereof.

The plaintiff and his witnesses were called, duly sworn and testified in open court in support of all the material allegations of the complaint; and from such testimony it appears to the satisfaction of the court that all of the material allegations of said complaint are true, that the plaintiff now is and for more than six weeks immediately preceding the commencement of this action has been a bona fide resident of the State of Idaho; that said plaintiff is entitled to the relief prayed for in his complaint and in particular that he is entitled to an absolute divorce from the defendant on the grounds of ~~Wilful Desertion and~~ for the reason that said plaintiff and defendant have lived separate and apart from each other without cohabitation for a period of more than five years next preceeding the commencement of this action.

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this does ORDER, ADJUDGE AND DECREE,:

That the plaintiff, H. I. McKim, be and he hereby is granted an absolute divorce from the defendant, Bertha C. McKim, and that each of the parties to said marriage be and they hereby are restored to the status of single persons.

DATED This 31st day of August, 1949.

D. H. Suthpen
DISTRICT JUDGE

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of H. I. McKim -vs- Bertha O. McKim

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 31st day of August A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7229

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

No. 5172

LORRAINE A. HOWERTON,

Plaintiff,

vs.

YANCEY JAMES HOWERTON,

Defendant.

Page 25 Book 9

DECREE

Entered

FILED

AT ~~O'CLOCK~~ ~~M.~~

AUG 2 1949

Carl T. Reuter

CARL T. REUTER
Clerk of District Court

By _____ Deputy

The above entitled cause came on duly and regularly for trial on this 2nd day of August, 1949, at Chambers, at Lewiston, Idaho, before the undersigned, Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and by her attorney of record, and neither the defendant, nor any person appearing in his behalf. It appearing to the court from the record and files herein that the defendant was duly and regularly served with summons and complaint personally in Idaho County, Idaho, on the 12th day of July, 1949, and that he, the defendant has failed to appear or plead to said summons and complaint within the time prescribed by law, and that he is now in default; and defendant's default having been duly and regularly entered herein, by order of the court, and it appearing from plaintiff's affidavit that defendant is not, and has not been engaged in military service of the United States of America, or of her allies; and evidence having been presented, heard and considered, and it appearing therefrom that the allegations of plaintiff's complaint are true, and the court being fully advised, and the cause having been submitted to the court, the court finds:

That the allegations of plaintiff's complaint are true and the same are hereby adopted as findings of fact herein with the same

PAUL G. EE
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

force and effect is if fully set forth herein;

And therefrom, the court concludes as a matter of law that the plaintiff is entitled to the relief prayed for.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the plaintiff, Lorraine A. Howerton, be, and she is hereby granted an absolute divorce from the defendant, Yancey James Howerton, and the bonds of matrimony heretofore existing between them are hereby dissolved;

That the plaintiff, Lorraine A. Howerton, be, and she is hereby awarded to sole care, custody and control of the minor children of the parties, the names and ages of said children being as follows, to-wit:

Eva Marie Howerton, age thirteen,
Jerry Douglas Howerton, age twelve,
Barney Lee Howerton, age eight,
Julia Audriann Howerton, age three,
Raymond Eugene Howerton, age two,

subject to the right of the defendant to visit said children at all reasonable times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be, and she is hereby awarded all community personal property, of the parties, consisting of household goods, furnishings and furniture, the same to become and be her sole and separate property; and the defendant is hereby awarded, as his sole and separate property, the 1937 Ford Sedan automobile mentioned and described in plaintiff's complaint.

Done at Chambers in Lewiston, Idaho, this 2nd day of August, 1949.

LEO MC CARTY
District Judge

CERTIFICATE

STATE OF IDAHO } ss.
County of Idaho }

I, Carl T. Reuter, Clerk of the District Court of the Tenth Judicial District of the State of Idaho, in and for the County of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the Record of the Instrument it purports to be, together with the endorsements thereon in the case of Lorraine A. Howerton, Plaintiff vs. Yancey James Howerton, Defendant; as the same appears of record in my office in Book 9 Judgment Record on page 25 thereof.

WITNESS my hand and official seal this 23 day of Aug, A. D., 1949, at Grangeville, Idaho.

CARL T. REUTER, Clerk of District Court
By Barbara Harter, Deputy

(Seal)

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE 7230
STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

No. 5176

WINIFRED R. KENNEDY,)
Plaintiff,)
vs.)
RAYMOND L. D. KENNEDY,)
Defendant.)

Page 2 in Book 9
Entered
DECREE
FILED
AT ___ O'CLOCK ___ M.
AUG 23 1949
CARL T. REUTER
Clerk of District Court
By Bob J Waite Deputy

The above entitled cause came on duly and regularly for trial on this 9th day of August, 1949, at Chambers, at Lewiston, Idaho, before the undersigned, Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and by her attorney of record, and neither the defendant, nor any person appearing in his behalf.

It appearing to the court from the record and files herein that the defendant was duly and regularly and personally served with summons and complaint in Idaho County, State of Idaho, on the 19th day of July, 1949, and that he has failed to appear or plead to said summons and complaint by answer, demurrer or otherwise, within the time required by law, and that the time for such appearance and plea has expired, and that the defendant has been, and is in default by reason of such failure; and defendant's default having been entered herein, by order of the court, as required by law, it appearing that he is not, and that he has not been, since the commencement of this action, in the military service of the United States of America or of her allies; and evidence having been presented, heard and considered, and it appearing therefrom that the allegations of plaintiff's complaint are true; and the cause having been submitted, and the court being fully advised;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that

PAUL G. EIMERS
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

the plaintiff, Winifred R. Kennedy, be, and she is hereby granted an absolute divorce from the defendant, Raymond L. D. Kennedy, and that they, and each of them, are hereby restored to the status of single persons;

That a certain agreement made, dated and entered into by and between the parties on May 12, 1949, and received as evidence in said cause, is fair, equitable and just and is hereby approved and made a part of this decree as if fully set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff, Winifred R. Kennedy, be, and she is hereby restored to the use of her maiden name, Winifred Russell.

Done at Chambers, at Lewiston, Idaho, this 22nd day of August, 1949.

LEO MC CARTY
District Judge

CERTIFICATE

State of Idaho } ss.
County of Idaho }

I, Carl T. Reuter, Clerk of the District Court of the Tenth Judicial District of the State of Idaho, in and for the County of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the Record of the instrument it purports to be, together with the endorsements thereon in the case of Winifred R. Kennedy, Plaintiff vs. Raymond L. D. Kennedy, Defendant; as the same appears of record in my office in Book 9 Judgment Record on page 26 thereof.

WITNESS my hand and official seal this 23 day of Aug, A. D., 1949., at Grangeville, Idaho.

CARL T. REUTER, Clerk of District Court
By Bob J. Harris, Deputy

(Seal)

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEFFERSON

LAMAR K. JOHNSON
Plaintiff
vs.
MARJORIE MAXINE REESE JOHNSON
Defendant

Filed: August 27, 1949
11:40 o'clock A.M.
Eileen Madsen, Clerk of District Court

DECREE OF DIVORCE

This cause coming on regularly to be heard this 19th day of August, 1949, at Chambers of said court, at Idaho Falls, Bonneville County, Idaho, before the Honorable Henry S. Martin, Judge of said Court, the plaintiff appearing by T. Harold Lee, Attorney, and the defendant not appearing either in person or by counsel, the said matter was finally heard and submitted to the Court, upon the plaintiff's verified Complaint, and the evidence submitted on behalf of the plaintiff by the following witnesses: LaMar K. Johnson and Roy Livermore ; from which it appears that all of the material allegations of the complaint are sustained by the testimony, free from all legal exceptions as to its competency, admissability and sufficiency; that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in his complaint; that the plaintiff was a resident of the County of Jefferson, State of Idaho, at the time the suit was commenced and filed, and for a period of more than six full weeks immediately prior thereto; and the default of the defendant having heretofore been entered on motion of T. Harold Lee, counsel for the plaintiff.

IT IS ORDERED, ADJUDGED, AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such cases made and provided, does order, adjudge and decree that the marriage between LaMar K. Johnson, the plaintiff, and Marjorie Maxine Reese Johnson, the defendant, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them, is freed and absolutely released from the bonds of matrimony and all the obligations thereof.

Dated this 19th day of August, 1949.

/s/ Henry S. Martin
Judge of the Ninth Judicial District
Of the District Court of the State of
Idaho

(Seal)

7231

STATE OF IDAHO,)
ss.
County of Jefferson,)

I HEREBY CERTIFY That the within is a full, true and correct copy of the

"DECREE OF DIVORCE" in the matter of the case of

LAMAR K. JOHNSON, Plaintiff

-vs-

MARJORIE MAXINE REESE JOHNSON, Defendant.

as appears of record in my office, in Book 143 of Judgments on Page 129

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Rigby, Idaho, this 13th day of September, 19 49

Eileen Madsen
Clerk and Ex-Officio Recorder.

By: Hester G. Kelley
Deputy.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

FAYE HODGDEN,

PLAINTIFF

-vs-

EUGENE M. HODGDEN,

DEFENDANT

D E C R E E

The above-entitled matter came on for hearing and final determination before the undersigned, one of the Judges of the above-entitled Court, sitting in Chambers, at Twin Falls, County of Twin Falls, State of Idaho, on this 26th day of August, 1949, it appearing that the Defendant has been duly and regularly served with Summons and has not appeared herein and has not plead to Plaintiff's Complaint, and the time for appearing and pleading having elapsed;

Plaintiff appeared in person and with her attorney of record, Richard H. Seeley, and the Defendant appearing not nor any person for him, and being in default, which has been heretofore duly entered against him, and proof having been submitted from which it appears that the Plaintiff is now and for more than six full weeks immediately preceding the commencement of this action has been a resident of the State of Idaho, and that she is entitled to a divorce from the Defendant upon the grounds of Extreme Cruelty, and to the relief prayed for in her complaint;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

That the bonds of matrimony heretofore and now existing between Plaintiff and Defendant be and the same are hereby forever dissolved and set aside and that said parties be and each of them is freed from said bonds and from all of the obligations thereof.

That the Plaintiff be and she hereby is awarded the exclusive care, custody and control of the minor child of said parties, to-wit, Majean Hodgden.

That the community property of said Plaintiff and Defendant, to-wit:

Bank account with the First Security Bank of Idaho, Jerome, Idaho, in the amount of $580.00;

Household goods and furnishings;

United States Savings Bonds bearing Numbers L78710426E, L30103930E, C363573665E, Q376239107E, and L10629724E;

A 1949 G. M. C. Pickup Truck, Serial No. 9655, Mtr. No. B22819057;

A 1940 Chevrolet Sedan Automobile, Motor No. 3350334, Serial No. 3KH0424669; and,

The following described real estate situated in the County of Jerome, State of Idaho, to-wit: that part of Section Thirty (30), Township Eight (8) South, Range Seventeen (17), E. B. M., more particularly described as follows: beginning at a point on the south boundary line of said Section 30, which point is 403 feet east from the southwest corner thereof; thence running north on a line parallel with the west boundary line of Section 30 a distance of 345.5 feet; thence east on a line parallel with the south boundary line of said Section 30 a distance of 252 feet; thence south on a line parallel with the west boundary line of said section 30 a distance of 345.5 feet; thence west on the south boundary line of said section 30 a distance of 252 feet to the point of beginning;

be and the same is hereby awarded to the Plaintiff as her sole and separate property, together with the rents, incomes and profits thereof, and that the Plaintiff be and she is hereby declared to be the owner in fee of all thereof; that the Defendant has no estate, right, title, lien or interest in said property, or any part thereof, or to the rents incomes and profits thereof, and that the said Defendant be and he is hereby forever debarred and enjoined from asserting or claiming any estate, right, title, lien or interest in or to said property, or any part thereof, or to the rents, incomes and profits thereof.

Dated this 26th day of August, 1949.

Hugh A. Baker
District Judge

COMPARED

INDEXED

Case No. 3201
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

FILED AUG 27 1949
Mabel A. Beverly
CLERK
BY Mariana Morrison
DEPUTY CLERK

Judg 6 - Page 91

X

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME.

- - -

LILLIAN EDWARDS,

Plaintiff,

-vs-

LEE DEWEY EDWARDS,

Defendant

DECREE

- - -

The above-entitled matter came on for hearing and final determination before the undersigned Judge of the above-entitled Court, sitting in Chambers at Twin Falls, County of Twin Falls, State of Idaho, on this 26th. day of August, 1949, it appearing that the Defendant has been duly and regularly served with Summons and Complaint and has not appeared herein and has not plead to Plaintiff's Complaint and the time for appearing and pleading having elapsed.

Plaintiff appeared in person and with her Attorney of record, Richard H. Seeley, and the Defendant appearing not, nor any person for him, and being in default, which has been regularly entered against him, and proof having been submitted from which it appears that the Plaintiff is now and for more than six full weeks preceding the commencement of this action has been a resident of the State of Idaho; and that she is entitled to the relief prayed for upon the grounds of Extreme Cruelty and is a fit and proper person to have the care, custody and control of the minor child of the parties hereto;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

That the bonds of matrimony existing between Plaintiff and Defendant be and the same are hereby forever dissolved and set aside and that said parties be, and each of them is, freed from said bonds and from all of the obligations thereof.

That the Plaintiff be and she hereby is awarded the care, custody and control of Aleta Lynette, minor child of said parties;

That the Defendant pay to the Plaintiff the sum of Fifty Dollars ($50.00) per month for the support of said child.

Dated this 26th. day of August, 1949.

Hugh A. Baker
District Judge

COMPARED

Case No. 3190
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED AUG 26 1949
Mabel A Beveridge
CLERK
BY Mariana Madison
DEPUTY CLERK

Book 6 Judg
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COPY 7234

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

JANE LINDSEY,

Plaintiff,

vs.

FRANCIS LINDSEY,

Defendant.

No. 14310

DECREE

AUG 1 1949

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

~~(4). Plaintiff is restored to her former name of Jane Falquist.~~

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this ~~20th~~ 1st day of ~~July~~ August, 1949.

(SEAL)

O. E. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

X

7235

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

EDWARD SILAS

Plaintiff,

vs.

MARCELINE SILAS

Defendant.

DECREE

14425

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with his attorney, C. J. Hamilton, but the Defendant did not appear and was not represented.

The court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service of the Summons, in accordance with the law and order of this court. That after the experation of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendent having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The court further finds that the Defendant is not in the Federal Service on active duty as member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's complaint, and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of C. J. HAMILTON, attorney for Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, EDWARD SILAS, and the defendent, MARCELINE SILAS, be, and the same hereby are vacated, dissolved and set aside on the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the three minor children of these parties, to-wit: DAISY MAE SILAS, NELLIE VERONICA SILAS, and GERALDINE RAE SILAS are hereby awarded to the Plaintiff.

DOne in open Court this 2nd day of August, A. D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

JAS. A. FOSTER
Clerk

Alberta Platt
Deputy

STATE OF IDAHO)
(SS
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of EDWARD SILAS, Plaintiff, versus MARCELINE SILAS , Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the _____ day of August, A. D., 1949.

_____
Clerk

BY: _____
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

DORIS TERRELL, (No. 14405
Plaintiff,
vs.) DECREE
JULIAN LaVERE TERRELL,
Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The custody of Richard Allan, aged 5 in August, 1949, and Terrie Kay, aged 4 in January, 1950, is hereby vested in plaintiff and, during the military service of defendant, defendant shall continue the military service allowance for each of the children and, after military service, defendant shall contribute the sum of $25.00 per month toward

the support, maintenance and/or education of each of said children, during the minority or dependency of each.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 2nd day of August, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

X

7237

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

CLARENCE E. LOW,

Plaintiff,

-vs-

ORVELLA R. LOW,

Defendant.

13762

DECREE OF DIVORCE

STATE OF IDAHO AUG 2 1949 JAS. A. FOSTER

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after legal service of summons; and the defendant's default having been entered by order of the Court; the plaintiff appearing in person and by his attorney, Harry N. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of facts and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Clarence E. Low, and defendant, Orvella R. Low, be and the same are hereby set aside and held for naught, and plaintiff, Clarence E. Low is granted a decree of absolute divorce from defendant, Orvella R. Low, on the ground of mental suffering, amounting to extreme cruelty.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 2nd day of August, 1949.

O. E. Wilson
District Judge

STATE OF IDAHO,)
County of Kootenai.) ss

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.
WITNESS my hand and the seal of said Court this 2nd day of August, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

7238

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

JAMES D. DUNAWAY,

Plaintiff,

-vs-

DOROTHEA F. DUNAWAY,

Defendant.

14334

DECREE OF DIVORCE

STATE OF IDAHO
AUG 2 1949

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after legal service of summons; and the defendant's default having been entered; the plaintiff appearing in person and by his attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, James D. Dunaway, and defendant, Dorothea F. Dunaway, be and the same are hereby set aside and held for naught, and plaintiff, James D. Dunaway, is granted a decree of absolute divorce from defendant, Dorothea F. Dunaway, on the ground of mental suffering, amounting to extreme cruelty.

DATED at Coeur d'Alene, Kootenai County, State of Idaho, this 2 day of August, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.
WITNESS my hand and the seal of said Court this 2 day of August, 1949.

Jas. A. Foster
Clerk

(Seal)

By _____
Deputy

COPY

7239

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

LOIS WHALEN,

Plaintiff,

vs.

WILLIAM ELWOOD WHALEN,

Defendant.

No. 14389

DECREE

STATE OF IDAHO, County of Kootenai, Filed AUG 2 1949, JAS. A. FOSTER

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under $7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). The August 3rd, 1946 marriage contract between Lois Whalen nee Capps and William Elwood Whalen is hereby annuled on the ground that at the time of said marriage, Lois Whalen nee Capps was under the age of legal consent, then being of the age of 15 years and not being 18 years old until February 19, 1949, and said marriage was contracted without the consent of her parents or guardians or persons having charge of her and the parties have never cohabited as husband and wife or otherwise.

(2). Plaintiff is hereby restored to her maiden name of Lois Capps.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 2nd day of August, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7240

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

FRANK JORDAN, (No. 14417

Plaintiff,

vs.) DECREE

CHARLOTTE JORDAN,

Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The custody of Frank, aged approximately 3 years, the only child of the parties, is hereby vested in the defendant for the present and until the child is old enough to select his own custodian and, while the said child is in the custody of defendant, plaintiff shall contribute the sum of $25.00 per month toward the support, main-

tenance and/or education of the minor child, during the minority or dependency of the child.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 2nd day of August, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

COPY 7241

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

DOLORES FARMER, (No. 13294

Plaintiff,

vs.) DECREE

ROBERT L. FARMER,

Defendant. (

STATE OF IDAHO, County of Kootenai, AUG 3 1949, JAS. A. FOSTER

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 3rd day of August, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7242

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

BERYLE RUTH WOODIN, (No. 14410

Plaintiff,

vs.) DECREE

WAYNE WOODIN,

Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The custody of Wayne Earl, born January 4, 1948, is hereby vested in plaintiff and, during the minority or dependency of the child, defendant shall contribute the sum of $25.00 per month toward the support, maintenance and/or education of said child.

(5). There is hereby awarded to plaintiff, as her sole and separate property, the household furniture and furnishings.

(6). There is hereby awarded to defendant, as his sole and separate property, the 1927 Dodge car.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 3rd day of August, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7243

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

14315

KATHERINE HEDGE, (No. _____

Plaintiff,

vs.) DECREE

RALPH HEDGE,

Defendant. (

AUG 4 1945
JAS. A. FOSTER

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The custody of Darlene, 11, Myrtle and Merle, 9 year old twins, and Russell, 4, is hereby vested in plaintiff and, during the minority or dependency of each of said children, defendant shall contribute the sum of $20.00 per month toward the support, maintenance and/or education of each.

(5). There is hereby awarded to plaintiff, as her sole and separate property, Tract 114, Hayden Lake Irrigated Tracts, Kootenai County, Idaho, together with all improvements thereon and incidents thereto, and on which there is a mortgage to the First Federal Savings & Loan, Coeur d'Alene, Idaho, and the household goods and furnishings located in said property, the defendant to make the monthly payments on said mortgage.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 5th day of August, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7244

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

AUG 9 1944

HAROLD H. EBERT)
Plaintiff,)
vs.) DECREE Adelita Platt
BESSIE A. EBERT)
Defendant.)

14436

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with his attorney, C. J. Hamilton, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service of the Summons, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and that Findings of Fact and Conclusions of Law have been ~~expressly~~ waived herein.

NOW, THEREFORE, on motion of C. J. HAMILTON, attorney for Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, HAROLD H. EBERT, and the defendant, BESSIE A. EBERT, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the two minor children of these parties, to-wit: DAVID HARLOW EBERT and PHILLIP ARTHUR EBERT are hereby awarded to the Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the community, real property described as follows: to-wit:

> The Southwest Quarter (SW¼) of Section 32, Township 51 North, Range 3, West Boise Meridian.

be, and the same hereby is decreed to the Plaintiff as his sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that all the personal property of the community, including a 1933 Plymouth automobile, and the household furniture, excepting that belonging to the Defendant by a previous marriage, be and the same hereby is decreed to the Plaintiff, as his sole and separate property.

Done in open Court this 9th day of August, A.D., 1949.

E. V. Boughton
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of HAROLD H. EBERT, Plaintiff, versus BESSIE A. EBERT, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 9th day of August, A.D., 1949.

Jas. A. Foster
Clerk

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

AUG 8 1949

LELAND G. McCLELLAN,	:	14444
Plaintiff,	:	
vs.	:	DECREE
JOY CARROL McCLELLAN,	:	
Defendant.	:	

This matter having come on regularly to be heard this 8th day of August 1949, before the undersigned District Judge, the plaintiff appearing in person and being represented by his attorney, E.L. Miller, and the defendant not appearing either in person or by counsel, the defendant having admitted and acknowledged service of a true and correct copy of the Complaint and Summons herein on July 26, 1949, and her acceptance of service being on file in the above entitled Court, and having filed herein her answer and waiver of notice of time and place of hearing said action on its merits, and the plaintiff and his witness having been duly and regularly sworn and examined, testified on behalf of himself in support of the allegations of his complaint and corroborative evidence having been submitted as to the residence of said plaintiff, the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the ground of Extreme Cruelty, dissolving the bonds of matrimony existing between the plaintiff

and defendant.

NOW THEREFORE, on motion of E.L. Miller, attorney for the plaintiff,

IT IS BY THIS COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff LELAND G. McCLELLAN, and the defendant JOY CARROL McCLELLAN, be and the same are hereby vacated, dissolved and set aside upon the ground of Extreme Cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant be, and she hereby is awarded the absolute care, custody and control of the minor child WANDA JOY McCLELLAN subject to the right of reasonable visitation on the part of the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant be, and she hereby is, awarded judgment against the plaintiff for the sum of $35.00 per month for the support, maintenance and education of said minor child to continue during it's minority or unless sooner married or deceased.

DONE in open Court this 8th day of August, 1949.

_____
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 8th day of August, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

COPY 7248

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

GRACELLA McGARVEY,

Plaintiff,

vs.

HAROLD A. McGARVEY,

Defendant.

No. 14433

AUG 10 1949

DECREE

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Plaintiff is restored to her former name of Gracella Coston.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 10th day of August, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

4

COPY

7247

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

ROBERT J. GILMORE,

Plaintiff,

vs.

MARY L. GILMORE,

Defendant.

No. 14434

AUG 10 1949

DECREE

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Defendant is restored to her former name of Mary L. Burnett.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 10th day of August, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7248

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

HAZEL HEMBREE,
Plaintiff,
-vs-
MARION L. HEMBREE,
Defendant.

13656

AUG 10 1949

DECREE OF DIVORCE

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after acceptance of summons and acknowledgment thereof; and the defendant's default having been entered; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Hazel Hembree, and defendant, Marion L. Hembree, be and the same are hereby set aside and held for naught, and plaintiff, Hazel Hembree, is granted a decree of absolute divorce from defendant, Marion L. Hembree on the ground of wilful neglect; that the care and custody of Rudy Earl Hembree, the minor child of plaintiff and defendant shall be and hereby is awarded to plaintiff; that plaintiff shall be and hereby is awarded all community household goods of plaintiff and defendant.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 10th day of August, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 10th day of August, 1949.

Jas. A. Foster
Clerk

(Seal)

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

***

LA VERNE GRAVES)
Plaintiff,)
vs.)
VAUGHAN G. GRAVES)
Defendant,)

14392

AUG 11 1949

JAS. A. FOSTER

DECREE OF DIVORCE

***

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 11th day of August 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by her attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between LaVerne Graves plaintiff and Vaughan G. Graves defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of non support.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff be decreed her maiden name of LaVerne Anderson.

Dated at Coeur d'Alene, this 11th day of August 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of LaVerne Graves vs. Vaughan G. Graves now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 11th day of August 1949.

Clerk Jas. A. Foster

By _____
Deputy

4

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

*****

WILLIAM O. DELAY (14409

Plaintiff,)

vs.) DECREE OF DIVORCE

MARY ELIZABETH DELAY)

Defendant, (

AUG 11 1949
JAS. A.

*****

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 11th day of ~~July~~ August 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by his attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between William O. Delay plaintiff and Mary Elizabeth Delay defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of desertion.

Dated at Coeur d'Alene, this 11th day of ~~July~~ August 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of William O. Delay vs. Mary Elizabeth Delay now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 12th day of July 1949.

Jas. A Foster
Clerk

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

NINA V. SCHWESIG,	:	14455 AUG 11 1949
Plaintiff,	:	
vs.	:	DECREE
ALBERT W. SCHWESIG,	:	
Defendant.	:	

THIS MATTER, having come on regularly to be heard this 11 day of August, 1949, before the undersigned District Judge, the plaintiff appearing in person and being represented by her attorney, E.L. Miller, and the defendant having admitted and acknowledged service of a true and correct copy of the Complaint and Summons herein on August 4, 1949, and his acceptance of service being on file in the above entitled Court, and having filed herein his answer and waiver of notice of time and place of hearing said action on its merits, and the plaintiff and her witness having been duly and regularly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted as to the residence of said plaintiff, the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the ground of Extreme Cruelty, dissolving the bonds of matrimony existing between the plaintiff and defendant.

NOW THEREFORE, on motion of E.L. Miller, attorney for the plaintiff,

IT IS BY THIS COURT ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the plaintiff, NINA V. SCHWESIG, and the defendant ALBERT W. SCHWESIG, be, and the same are hereby vacated, dissolved and set aside upon the ground of Extreme Cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be, and she hereby is awarded as her sole and separate property, the miscellaneous household furniture, and 1937 Plymouth automobile.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be, and she hereby is awarded the absolute care, custody and control of the minor child NINA SIGRID SCHWESIG; subject to the right of reasonable visitation on the part of the defendant.

DONE in open Court this 11 day of August, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 11 day of August, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

7252

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

MARIE GALLAHER,

Plaintiff,

-vs-

LONNIE D. GALLAHER,

Defendant.

14439

DECREE OF DIVORCE

AUG 12 1949

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after acceptance of summons and acknowledgment thereof in writing; and the defendant's default having been entered; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Marie Gallaher, and defendant, Lonnie D. Gallaher, be and the same are hereby set aside and held for naught, and plaintiff, Marie Gallaher, is granted a decree of absolute divorce from defendant, Lonnie D. Gallaher, on the ground of mental suffering, amounting to extreme cruelty; that plaintiff's former married name, Marie Banks, shall be and hereby is restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 12 day of August, 1949.

O. E. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.
WITNESS my hand and the seal of said Court this 12 day of August, 1949.

Jas. A. Foster
Clerk

(Seal)

By _____
Deputy

7253

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

STATE OF IDAHO } ss.
County of Kootenai }
AUG 12 1949
JAS. A. FOSTER

HAZEL G. MORGAN,

Plaintiff,

vs.

WILLIAM M. MORGAN,

Defendant.

No. 14443

DECREE

This cause having regularly been heard before the undersigned judge of the above entitled court in the courtroom at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived under Sec. 10-304 Idaho Code; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

The marriage contract of June 18, 1949, entered into by the parties at Kellogg, Idaho, is hereby annulled on the ground that a former wife of the defendant was living at the time of said marriage, namely, June 18, 1949, and that the prior marriage with said former wife was then in force.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 12th day of August, 1949.

O. C. Wilson
District Judge

(SEAL)
Attest:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of annulment now on file in my office in the above entitled action.

Witness my hand and the seal of said court on this, the 12th day of August, 1949.

Jas. A. Foster
Clerk, District Court

By _____
Deputy

X

7254

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

HELEN HARTSOCK

Plaintiff,

vs.

IRA O. HARTSOCK

Defendant.

14345

AUG 15 1949

JAS. A. FOSTER

DECREE

This action having come regularly on for hearing this day the Plaintiff appearing in person and with her attorney, C. J. Hamilton, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by publication of the Summons, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of C. J. Hamilton, attorney for Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the plaintiff, HELEN HARTSOCK, and the defendant, IRA O. HARTSOCK, be, and the same hereby are vacated, dissolved and set aside on the ground of wilful neglect.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor children of these parties, to-wit: KRISTINA LEA and LORRETTA KAYE are hereby awarded to the plaintiff.

Done in open Court this 5th day of August, A.D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

STATE OF IDAHO)
(ss
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of HELEN HARTSOCK, plaintiff, versus IRA O. HARTSOCK, defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 15 day of August, A.D., 1949.

Jas. A. Foster
Clerk

X

7255

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

14416

WILLIAM C. ROBBINS	)	
Plaintiff,	)	AUG 15 1949
vs.	)	D E C R E E
GWENDOLYN F. ROBBINS	)	
Defendant.	)	

The above entitled cause came on regularly for trial in open court this 15th day of August, 1949; plaintiff appearing in person and by his attorneys, Elder, Elder & Smith; and the defendant having appeared and filed her Answer to Plaintiff's Complaint and having filed herein a Stipulation authorizing the hearing of this cause at any time without further notice to defendant, and the matter having been set down for hearing; and the defendant is not now and has not been, during the pendency of this action, a member of the armed forces of the United States; and the court having heard the evidence of the plaintiff and having entered its Findings of Fact and Conclusions of Law herein, wherein it is ordered that judgment and decree be entered in favor of the plaintiff and against the defendant;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I

That the plaintiff has been a resident of the State of Idaho for six full weeks next preceding the commencement of this action.

II

That the bonds of matrimony heretofore existing between the plaintiff, WILLIAM C. ROBBINS, and the defendant,

GWENDOLYN F. ROBBINS, be and the same are hereby wholly and forever dissolved, and the parties are released each from the other and from all matrimonial obligations, and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant on grounds of extreme cruelty .

III

That the custody of the children, Suzanne Robbins and Carolyn Robbins, is awarded to the defendant with the right to visit the children being given to the plaintiff at any time on reasonable notice.

IV

That the settlement agreement entered into between the parties dated August 12, 1949, is hereby approved as to all its provisions.

O. E. Wilson

Judge of the District Court

7256

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

ANITA L. HOPKINS,

Plaintiff,

vs.

OSCAR C. HOPKINS,

Defendant.

No. 14042

DECREE

AUG 16 1949

JAS. A. FOSTER

This cause having regularly come on to be heard before the undersigned Judge of the above entitled Court in the courtroom of said Court at Coeur d'Alene, Kootenai County, Idaho, at 10:00 A.M. on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the defendant herein having signed, on or about October 22, 1948, and there being on file herein a receipt and admission of service of the alias summons and, additionally, a stipulation acknowledged by the defendant April 12, 1949; the defendant being in default and the default of the defendant having been duly entered; competent and corroborative, oral and documentary evidence having been offered and received, supporting all of the material allegations of the complaint and written findings of fact and conclusions of law being waived under I.C.A. §7-304 and correlated Idaho provisions; now, therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

(1). Plaintiff is granted divorce from defendant on the grounds of extreme mental cruelty on the part of defendant toward the plaintiff.

(2). Plaintiff is awarded the care, custody and control of the three minor children, Marlene and Charlene, aged 9 May 16, 1949, and Tamara Ve, aged 4 May 8, 1949; the defendant, however, to have the

right to have the children with him for visitation for the periods of school vacation, beginning at the end of the school term of 1949-50 and to retain the two older children in his custody until the end of the 1948-49 school term; provided, however, that the defendant shall pay for the transportation of the children from the home of the plaintiff to the place of visitation with the defendant and to return them at his expense to the plaintiff and to properly supervise their transport; the defendant to be solely responsible for the support of the children during the period of his custody of them.

(3). The Umatilla, Oregon property is without the jurisdiction of the Court and, therefore, is not covered hereby, being left to another court of competent jurisdiction.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 16th day of ~~May~~ August, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

JANET WILSON PARTRIDGE, (No. 14462
Plaintiff,
vs.) DECREE
DONALD WARREN PARTRIDGE,
Defendant. (

STATE OF IDAHO, County of Kootenai, FILED JUL 6 1949

This cause having regularly come on to be heard before the undersigned Judge of the above entitled Court at 10:00 A.M. on the date hereof, plaintiff appearing in person and through J. Ward Arney, her attorney, defendant having been duly served and appearing through Mr. Clay V. Spear, his attorney, by demurrer and the demurrer having been submitted and overruled and the defendant declining to further plead and waiving notice of time and place of hearing on the complaint and being in default and the requisite non-military service affidavit being on file herein and competent and corroborative, oral and documentary evidence having been offered and received and the Court being fully advised in the premises; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff is hereby granted a divorce from defendant on the grounds of mental cruelty and adultery.

(2). The care, custody and control of Janet Donald Partridge, aged about 17, is hereby vested in the plaintiff.

(3). The property settlement of March 29, 1949, between the parties hereto and which is on file herein, is hereby approved and adopted as fully as though set out at length herein.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 16 day of August, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7258

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

GERALDINE BUKOVICH, (No. 14132

Plaintiff,

vs.) DECREE

PAUL BUKOVICH,

Defendant. (

FILED AUG 16 1949 JAS. A. FOSTER

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The care, custody and control of Kathryn Sue, born May 7th, 1947, and of the expected child is hereby vested in plaintiff and, during the minority or dependency of the actual minor child and the expected child, the defendant shall contribute the sum of $80.00 per month to the plaintiff for herself and the minor children and, if he be in military service, this shall be paid by way of military allotment

or allowance or, if the military allotment be not in force and effect, that the defendant shall pay said sum to plaintiff.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 16th day of August, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7259

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

14413

COLLEEN MORTELL, (No. _____

Plaintiff,

vs.) DECREE

DAVID GORDON MORTELL,

Defendant. (

AUG 16 1949

JAS. A. FOSTER

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). Plaintiff shall retain, as her sole and separate estate, the following described property: The most southerly 13 feet throughout of Lot 5 and the whole of Lot 6, all in Block 1, according to a plan of record in the Land Titles Office for the South Alberta Land Registration District as Milk River 2227Y, Province of Alberta, Canada,

which plaintiff acquired under duplicate certificate of title to the Province of Alberta in the South Alberta Land Registration District No. 61.J.144 and of record in No. 3675 Book FW, folio 104, and further marked 75 H 241, dated December 2, 1948.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 16th day of August, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7260

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

IRIS HURD,)
Plaintiff)
-vs-) DECREE
WILLIAM "BILL" GOODWIN,)
Defendant)

14086

STATE OF IDAHO, County of Kootenai
AUG 16 1949
JAS. A. FOSTER

This cause came regularly on to be heard before the undersigned judge of the above entitled court at chambers in Coeur d'Alene, County of Kootenai, State of Idaho on the date hereof, the plaintiff appearing in person and by her attorney, James W. Wayne, and the defendant did not appear, and it further appearing from the records and files herein that the defendant had been duly and regularly served with process and filed herein his answer and waiver of any further notice of time set for appearance or hearing; thereupon evidence was introduced in support of the allegations of the plaintiff's complaint on file herein, and written findings of fact and conclusions of law having been waived under the provisions of 7-304; NOW, THEREFORE:

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

1. That the marriage heretofore existing between Jo Ellen G. Hayden, the infant daughter of the plaintiff herein, and William "Bill" Goodwin, the defendant herein be and the same hereby is dissolved, held for naught and declared to be of no force and effect whatsoever.

Dated this 16th day of August, 1949.

O. C. Wilson
District Judge

7261

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

14123

AUG 19 1949

JAS. A. FOSTER

ARTIS R. WOODS,

Plaintiff,

-vs-

EARL M. WOODS,

Defendant.

DECREE OF DIVORCE

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, before the Honorable O. C. Wilson, one of the Judges of said Court on the 19 day of August, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after legal publication of summons, and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon the witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law in favor of the plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Artis R. Woods, and defendant, Earl M. Woods, be and the same are hereby set aside and held for naught, and plaintiff, Artis R. Woods, is granted a decree of absolute divorce from defendant, Earl M. Woods, on the ground of extreme cruelty; that the care and custody of Raymond M. Woods, the minor child of plaintiff and defendant shall be and hereby is awarded to plaintiff.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 19 day of August, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO)ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above Court hereby certify the above decree of divorce to be a true copy of the original now on file in my office.

WITNESS my hand and seal of said Court this 19 day of August, 1949.

Jas. A. Foster
Clerk

(Seal)

By _____
Deputy

7262

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

OSCAR FRANKE,

Plaintiff,

vs.

BETTY FRANKE,

Defendant.

No. 14446

D E C R E E

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 10-304 Idaho Code; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service, as shown by the records herein.

3. The defendant be, and is hereby, restored to her former name of Betty Libby.

4. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of mental cruelty.

ENTERED at Coeur d'Alene, Kootenai County, Idaho this 20th day

of August, 1949.

(SEAL)

O. C. Wilson
District Judge

Attest:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 20th day of August, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

14366

7263

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

VIVIAN V. LEWIS,

Plaintiff,

vs.

FRANK N. LEWIS,

Defendant.

AUG 22 1949

JAS A FOSTER

DECREE

Sue Langford

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her attorney, E. T. KNUDSON, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by publication of the Summons in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint,

and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of E. T. KNUDSON, attorney for Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, VIVIAN V. LEWIS, and the Defendant, FRANK N. LEWIS, be, and the same hereby are vacated, dissolved and set aside on the ground of wilful desertion.

Done in open Court this 22nd day of August, A. D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of VIVIAN V. LEWIS, Plaintiff, versus FRANK N. LEWIS, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 22nd day of August, A. D., 1949.

Jas. A. Foster
Clerk

By: Sue Langford
Deputy

7264

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

MARGARET ANN ANDREWS,

Plaintiff,

-vs-

ROBERT ANDREWS,

Defendant.

14450

AUG 25 1949

DECREE OF DIVORCE

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after acceptance of summons and acknowledgment thereof; and defendant's default having been entered; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Margaret Ann Andrews, and defendant, Robert Andrews, be and the same are hereby set aside and held for naught, and plaintiff, Margaret Ann Andrews, is granted a decree of absolute divorce from defendant, Robert Andrews, on the ground of mental suffering, amounting to extreme cruelty; that plaintiff's former married name, Margaret Ann Taylor shall be and hereby is restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 25th day of August, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 25 day of August, 1949.

Jas. A. Foster
Clerk

(Seal)

By _____
Deputy

7265

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

MADELINE LARGENT,
Plaintiff,
vs.
RALPH N. LARGENT,
Defendant.

No. 14406

DECREE

FILED
AUG 25 1949
JAS. A. FOSTER

This cause coming on to be regularly heard before the undersigned Judge of the above entitled Court in the courtroom of said Court at Coeur d'Alene, Kootenai County, Idaho, plaintiff appearing through J. Ward Arney and Mr. C. Orno Shoemaker and the defendant appearing through Mr. Ray E. Durham, his attorney of record; the defendant having filed herein his verified answer and the parties having stipulated for trial at the hour and date hereof; competent and corroborative, oral and documentary evidence having been offered and received; and written findings of fact and conclusions of law having been waived in open Court and entered on the minutes under I.C. §10-304; the parties having entered into an agreement in writing, which is on file herein, the approval of which both parties seek and which agreement is fair and equitable and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

(1). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(2). The property agreement herein is hereby approved and

confirmed and adopted herein as fully as though set out at length in this decree.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 25th day of August, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

X

7266

14420

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

GEORGE E. MITTS,
Plaintiff,
-vs-
ELLA MITTS,
Defendant.

DECREE OF DIVORCE

AUG 29 1949
JAS. A. FOSTER
Sue Langford

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein within the time allowed by law after legal publication of summons; and the defendant's default having been entered; the plaintiff appearing in person and by his attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, George E. Mitts, and defendant, Ella Mitts, be and the same are hereby set aside and held for naught, and plaintiff, George E. Mitts, is granted a decree of absolute divorce from defendant, Ella Mitts, on the ground that plaintiff and defendant have lived separate and apart without cohabitation for more than five consecutive years immediately prior to the bringing of this action.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 28 day of August, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 28th day of August, 1949.

JAS. A. FOSTER
Clerk

(Seal)

By _____
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

ALBERT LEON WILSON, (No. 1436
Plaintiff,
vs.) DECREE
DORIS MARGARET WILSON,
Defendant. (

AUG 29 1949
JAS. A. FO

This cause having regularly come on to be heard before the undersigned Judge of the above entitled Court at 10:00 A. M. on the date hereof, plaintiff appearing in person and through J. Ward Arney, his attorney, defendant having been duly served and appearing through Mr. Clay V. Spear, her attorney, by demurrer and the demurrer having been submitted and overruled and the defendant declining to further plead and waiving notice of time and place of hearing on the complaint and being in default and the requisite non-military service affidavit being on file herein and competent and corroborative, oral and documentary evidence having been offered and received and the Court being fully advised in the premises; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff is hereby granted a divorce from defendant on the grounds of mental cruelty.

(2). The care, custody and control of Brian, 4, and Judy Anne, 2, is hereby vested in defendant, the plaintiff to have reasonable

rights of visitation with said children and to contribute the sum of $12.50 a week for the support of each child, during their respective minorities.

(3). The household goods and furnishings and U. S. Savings Bonds in the possession of the defendant shall remain her sole and separate estate.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 29th day of August, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7268

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

14495 AUG 29 1949
JAS A FOSTER
Sue Langford

GLENNA HALLAND CHRISTOPHERSON, :
Plaintiff, :
vs. : DECREE
CLARENCE E. CHRISTOPHERSON, :
Defendant. :

THIS MATTER having come on regularly to be heard on this 29th day of August, 1949, before the undersigned District Judge; plaintiff appearing in person and being represented by her attorney, E.L. Miller; the defendant not appearing either in person or by counsel; the defendant having admitted and acknowledged service of a true and correct copy of the Complaint and Summons herein on the 26th day of August, 1949, at Coeur d'Alene, Idaho, and his acc-etpance of service being on file in the above entitled Court; the defendant having filed herein his answer and waiver of notice of time and place of hearing said action on its merits; the plaintiff and her witness having been duly and regularly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted as to the residence of said plaintiff; the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the

plaintiff is entitled to an absolute decree of divorce upon the ground of Extreme Cruelty, dissolving the bonds of matrimony existing between the plaintiff and defendant; and that plaintiff is entitled to be awarded the care, custody and control of the minor children, Carol, Jon, and Lexie Christopherson, subject to the right of the defendant to reasonable visitation; and that plaintiff is entitled to have a judgment against the defendant for the sum of $200.00 per month for all 3 children, for the support, maintenance and education of said children, to continue until said children have attained the age of majority, or is sooner married or self-supporting; and that the agreement attached to plaintiff's Complaint be allowed, approved, and settled. Now, therefore, upon motion of E.L. Miller, attorney for the plaintiff, it is, by this Court,

ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, GLENNA HALLAND CHRISTOPHERSON, and the defendant, CLARENCE E. CHRISTOPHERSON, be, and the same are, hereby vacated, dissolved and set aside upon the ground of Extreme Cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be, and she is hereby awarded the care, custody and control of the 3 minor children, Carol, Jon, and Lexie Christopherson, subject to the right of the defendant to reasonable visitation, and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be, and she is hereby given judgment against the defendant for the sum of $200.00 per month for all 3 children for the support, maintenance and education of said children, to continue until said child or children has attained the age of majority, or is sooner married, or self-supporting.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Agreement attached to plaintiff's Complaint be allowed, approved, and settled.

DATED, this 29th day of August, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above ntitled action.

WITNESS my hand and the seal of said Court on this, the 29th day of August, 1949.

Jas. A. Foster
Clerk

By: Lucie Langford
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

ELEANOR I. FAHRENWALD,
Plaintiff,
vs.
ARTHUR WILLIAM FAHRENWALD, JR.,
Defendant.

7452
Filed August 4 1949
at 10:45 o'clock A. M.
BESSIE BABCOCK, Clerk
By Dona Herred Deputy Clerk

DECREE OF DIVORCE

This matter came on regularly for hearing on this 4th day of August, 1949, upon the Agreement and Stipulation of the parties acting by and through their respective counsel of record, the defendant appearing in person and with his counsel of record and the plaintiff appearing through her counsel of record, and the defendant and cross-complainant having introduced evidence in support of his Answer and Cross-Complaint, and the plaintiff, through her attorney declining to offer evidence or to plead further,

And it appearing that all matters pertaining to community property and custody of minor children and support money and alimony and attorney fees have been agreed upon between the parties in that certain "Property Settlement Agreement" made and executed by the parties on the 2nd day of August, 1949, subject to the approval of this Court,

And it having been stipulated and agreed by the respective parties through their counsel of record that Findings of Fact and Conclusions of Law be waived in this cause,

And the Court being fully advised in the premises finds that Arthur William Fahrenwald, Jr., the defendant and cross-complainant, has established by sufficient evidence that he has a cause for divorce against the plaintiff, Eleanor I. Fahrenwald, on the

grounds alleged in paragraph IV, sub-paragraph (3) of his Cross-Complaint;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree that a Decree of Divorce absolute be, and it is hereby awarded to the defendant and cross-complainant upon the grounds of extreme cruelty, dissolving the bonds of matrimony heretofore and now existing between the plaintiff and the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement made between the parties on the 2nd day of August, 1949, is hereby allowed and approved and distribution of community property and custody of minor children and payment of support money, alimony and attorney fees is hereby ordered made pursuant thereto, and said Property Settlement Agreement is hereby approved and made a part of this Decree and a copy is herewith attached.

Dated at Moscow, Idaho, this 4th day of August, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO,
COUNTY OF LATAH } SS

I do hereby certify that the foregoing is a true copy of the original Decree of Divorce on file in my office.
Dated at Moscow, Idaho, this 4 day of August 1949

BESSIE BABCOCK
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Dona Herred
Deputy

J. M. O'DONNELL, LAWYER
LATAH COUNTY ATTORNEY

7270

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

SAM PFLUGRAD,

Plaintiff,

-vs-

THELMA PFLUGRAD,

Defendant.

#7437
Filed August 5 1949
at 10:15 o'clock A. M.
BESSIE BABCOCK, Clerk
By Dona Herred Deputy Clerk

D E C R E E

The Court having heretofore made and entered its Findings of Fact and Conclusions of Law in the above entitled action, and this matter coming on for further hearing, upon motion of Weldon Schimke, counsel for Plaintiff herein, that a decree be now entered;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony now existing between Sam Pflugrad and Thelma Pflugrad, Plaintiff and Defendant herein, be and the same are hereby dissolved, and that a decree of absolute divorce be entered to Plaintiff herein from Defendant herein.

Done in chambers at Moscow, Idaho, this 5 day of August, 1949.

A. L. Morgan

District Judge

STATE OF IDAHO, } ss
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original DECREE on file in my office.
Dated at Moscow, Idaho, this 6th day of August 1949

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Dona Herred
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

HUBERT W. PECK,

Plaintiff,

vs.

ALINE W. PECK,

Defendant.

No. 7458

Filed August 8 1949

at 10:20 o'clock A. M.

[illegible] Clerk

By Dona Herred Deputy Clerk

DECREE OF DIVORCE

This cause came on regularly for hearing and trial before the Honorable A. L. Morgan, Judge of the above entitled court, in open court at Moscow, Idaho, on the 29th 8 day of July August, 1949, at the hour of Ten o'clock A.M., upon the Complaint of the plaintiff and the Answer of the defendant thereto. The plaintiff appeared in person and was represented by his attorney, Martin V. Huff. The defendant did not appear in person, but was represented by her attorney, J. M. O'Donnell.

Witnesses were sworn and examined and the cause submitted and the making of Findings of Fact and Conclusions of Law having been waived by the plaintiff and defendant through their respective counsel:

NOW, on this day, the following Decree is made and entered by the Court:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the plaintiff and defendant be, and the same are hereby forever dissolved and the plaintiff be, and he hereby is awarded and granted an absolute decree of divorce from the defendant; and the plaintiff and the

defendant, and each of them, be, and they hereby are restored to the status of single and unmarried persons.

DATED at Moscow, Idaho, this ~~29~~ 9th day of ~~July~~ August, 1949.

A. L. MORGAN
District Judge

Approved as to form:

J. M. O'DONNELL
Attorney for Defendant

STATE OF IDAHO, }
COUNTY OF LATAH } SS

I do hereby certify that the foregoing is a true copy of the original DECREE OF DIVORCE on file in my office.
Dated at Moscow, Idaho, this 9 day of August 1949

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.
By Dona Herred
Deputy

7272 10:40

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

JOYCE LESTER, an infant appearing by and through her Guardian ad litem, ANNA KROGH,

Plaintiff,

vs.

DELMAR LESTER,

Defendant.

7371

Filed August 23 1949
at 10:40 o'clock A. M.
BESSIE BABCOCK, Clerk
By Rose Blanchard Deputy Clerk

DECREE OF DIVORCE

The above entitled matter came on regularly to be heard and tried before the Court this 23rd day of August, 1949, the plaintiff appearing in person and by and through her Guardian ad litem, Anna Krogh, and with her attorney of record, J.M. O'Donnell, and the defendant appearing neither in person nor by attorney.

On said hearing it appeared to the satisfaction of the Court that service of Summons was duly and regularly made by personal service as appears by the Acceptance of Service of Summons and Complaint filed herein, and the defendant having failed to appear and answer said Complaint within the time allowed by law and his time for appearing having expired and the default of said defendant having been entered according to law, and the Court having heard the testimony adduced on behalf of said plaintiff and in support of her Complaint, and the cause having been finally submitted to the Court for decision, the Court finds that the allegations stated in plaintiff's Complaint on file herein are true and supported by the evidence.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by this Court as follows:

That the bonds of matrimony heretofore existing between the above named plaintiff, Joyce Lester, and the above named de-

J. M. O'DONNELL, LAWYER
LATAH COUNTY ATTORNEY

fendant, Delmar Lester, be, and the same hereby are dissolved and the said parties, and each of them, are free from the married relation.

That the plaintiff be, and she is, hereby awarded all her personal clothing and personal effects.

Dated at Moscow, Idaho, this 23rd day of August, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree of Divorce *on file in my office.*
Dated at Moscow, Idaho, this 23 *day of* Aug. *19*49

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

J. M. O'DONNELL, LAWYER
LATAH COUNTY ATTORNEY

7273

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

CHARLES C. CUMMINGS, Plaintiff, -vs- MARTHA B. CUMMINGS, Defendant.

No. 7455

Filed August 25 1949
At 10:30 o'clock a M.
Bessie Babcock Clerk

DECREE

This matter coming on regularly for hearing this 25th day of August, 1949, and the Court having made and filed its Findings of Fact and Conclusions of Law herein and being fully advised in the premises;

NOW, THEREFORE, on motion of Martin V. Huff, attorney for plaintiff, that a decree be entered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage heretofore existing between the plaintiff, Charles C. Cummings, and the defendant, Martha B. Cummings, be and the same is hereby dissolved, and the plaintiff, Charles C. Cummings, is hereby granted a decree of absolute divorce from the defendant, Martha B. Cummings, upon the grounds of extreme cruelty, and the parties hereto are, after the entry of this Decree, each restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the permanent care and custody of the minor child, Charles C. Cummings, Jr., be and the same is hereby awarded to the defendant, Martha B. Cummings, however, with the right in the plaintiff of reasonable visitation of such minor child at all reasonable times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all community personal property of the parties, described in the findings of fact, with the exception of the defendant's personal effects and jewelry, and the personal effects of the minor child, be and the same are hereby awarded, set over and decreed to the plaintiff, Charles C. Cummings, subject to his duty to pay and assume all community debts, except any which may have been incurred by the defendant since the separation of the parties.

Done this 25th day of August, 1949.

A. L. MORGAN
District Judge.

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Moscow, Idaho, this 25 day of August 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By _____ Dep.

7274

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

GEORGE H. KOESTER,

Plaintiff,

-vs-

FRANCES KOESTER,

Defendant.

No. 7459

Filed August 27 1949

at 11 o'clock A. M.

BESSIE BABCOCK, Clerk

By Rose Blanchard Deputy Clerk

D E C R E E

The above entitled cause came on regularly for hearing before the above entitled Court on this 25 day of August, 1949, the plaintiff, George H. Koester, being present in person and by his attorneys, Estes & Felton. The defendant having been duly and regularly served with summons herein, and having failed to appear of record or in person, and her default for such failure having been duly and regularly entered, the Court received evidence relative to the allegations of the complaint herein, and being fully advised in the premises;

NOW, THEREFORE, it is hereby ordered, adjudged and decreed, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between George H. Koester and Frances Koester be, and the same hereby are, dissolved and the plaintiff is awarded an absolute decree of divorce.

It is further ordered, adjudged and decreed, and this does order, adjudge and decree that the household goods of the parties hereto be, and the same are hereby, awarded to the defendant, as her sole and separate property.

DATED this 25 day of August, 1949.

A. L. MORGAN
Judge

STATE OF IDAHO, }
COUNTY OF LATAH } SS

I do hereby certify that the foregoing is

a true copy of the original Decree in #7459 - Koester vs. Koester
on file in my office.

Dated at Moscow, Idaho, this 27 day of Aug. 1949

Bessie Babcock

Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

7275

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

PEARL M. HARRISON,

Plaintiff,

vs.

OTIS B. HARRISON,

Defendant.

7406

Filed: August 27 1949

at 10:45 o'clock A. M.

BESSIE BABCOCK, Clerk

By Rose Blanchard Deputy Clerk

DECREE OF DIVORCE

The above entitled cause having come on regularly before this Court on the 27th day of August, 1949, and the Court having heretofore entered in this cause its Findings of Fact and Conclusions of Law;

NOW, THEREFORE, in accordance with said Conclusions of Law, it is hereby ordered, adjudged and decreed, and this does order, adjudge and decree:

I.

That the bonds of matrimony heretofore existing between the plaintiff, Pearl M. Harrison, and the defendant, Otis B. Harrison, are hereby dissolved and an absolute divorce is hereby granted.

II.

The defendant, Otis B. Harrison, is herewith directed to pay to the plaintiff, or her attorney of record, the sum of $250.00 as plaintiff's attorney fees in this cause.

Dated this 27th day of August, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Moscow, Idaho, this 27 day of August 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

J. M. O'DONNELL, LAWYER
LATAH COUNTY ATTORNEY

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI.

HORACE L. WHITE,)
Plaintiff,)
-vs-)
MARGARET K. WHITE,)
Defendant.)

JUDGMENT AND DECREE

No. 3130

The above-entitled matter came on regularly for trial before the Honorable Preston Thatcher, District Judge, at chambers in Salmon, Lemhi County, State of Idaho, on the 24th day of June, 1949, and at that time the plaintiff appeared in person and with his counsel of record, C. V. Boyatt of Pocatello, Idaho, and the defendant did not appear in person, but appeared by and through her Guardian ad litem, Namely, C. Walker Lyon of Salmon, Idaho, and it appearing that the defendant has been duly and regularly served with process in said action, in accordance with the law, and it further appearing that a Guardian ad litem has been appointed to appear for the defendant, in accordance with the law, and it further appearing that a copy of Summons and Complaint have been served upon the said Guardian ad litem, and that a copy of the Summons and Complaint have been served upon the County Attorney, namely, Charles Herndon, of Lemhi County, State of Idaho, and it further appearing that the said Guardian ad litem and the County Attorney are present in open court and are fully advised concerning said cause, and the Court having found that the record is now complete and the cause is ready for trial, the plaintiff was duly sworn and offered evidence in support of all the material allegations of his complaint, and his testimony was corroborated by other evidence, and the said Guardian ad litem and the said County Attorney did not produce any evidence in the matter, and the Court being fully advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. That plaintiff be and he is hereby awarded an absolute divorce from the defendant, and that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved.

2. That the plaintiff shall pay all of his own costs, attorney fees and expenses, indidental to the prosecution of this action.

Dated this 14th day of ~~June~~ July, 1949.

Preston Thatcher
DISTRICT JUDGE.

Filed July 16th, 1949
~~20~~ 30 minutes past 10 o'clock A.M.
W. W. Simmonds, Clerk
Book E. of Judgments, Page 177

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. SIMMONDS, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, ture and complete copy of a JUDGMENT AND DECREE, as the same appears of record in my office in Book E of Judgments, Page 177, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of August, 1949.

W. W. Simmonds
Clerk of the District Court and
Ex-Officio Auditor and Recorder.

By Betty Lee Smart,
Deputy

7277

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

MAME M. TURNQUIST,

Plaintiff,

VS

JOHN W. TURNQUIST.

DECREE OF DIVORCE

No. 3282

This cause came on regularly to be heard this 20th day of July, 1949, before the Honorable Preston Thatcher, District Judge, at Chambers, in Blackfoot, Bingham County, Idaho, sitting without a jury; Fred H. Snook, Attorney at Law, appeared for and on behalf of the plaintiff; and the defendant made no appearance either in person or by attorney, and his default having been regularly entered, an affidavit having been filed in compliance with the Soldiers' and Sailors' Civil Relief Act of 1940, including its amendments, witnesses were duly sworn and testified, from which it appears that the plaintiff is entitled to relief hereinafter granted; written findings of fact and conclusions of law being waived and the court being fully advised in the laws and premises, now, and on motion of Fred H. Snook, counsel for plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage between the plaintiff, Mame M. Turnquist, and the defendant, John W. Turnquist, be, and the same is hereby dissolved and held for naught, and said parties are, and each of them is, released from all obligations thereof and restored to the status of a single person.

Dated this 22nd day of July, 1949.

Preston Thatcher
DISTRICT JUDGE.

Filed July 29th, 1949
at 10 minutes past 10 o'clock A.M.
W. W. Simmonds, Clerk
Book E of Judgments Page 180

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. SIMMONDS, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE as the same appears of record in my office in Book E of Judgments, Page 180, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of August, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.

By Betty Lue Smart,
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

GEORGIA M. PENTLAND,

Plaintiff,

VS

JOHN R. PENTLAND,

Defendant.

COPY

DECREE OF DIVORCE

No. 3266

This cause came on regularly to be heard at Chambers in Salmon, County of Lemhi, State of Idaho, this 20th day of August, 1949, before the Honorable Preston Thatcher, District Judge, sitting without a jury; Fred H. Snook, Attorney at Law, appeared for and on behalf of the plaintiff and the defendant made no appearance, either in person or by attorney, and his default having been regularly entered and an affidavit having been filed in compliance with the Soldiers' and Sailors' Civil Relief Act of 1940, including its amendments, witnesses were duly sworn and testified, from which it appeared that the plaintiff is entitled to the relief hereinafter granted; written findings of fact and conclusions of law were waived and the court, being fully advised in the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That the marriage between the plaintiff, Georgia M. Pentland, and the defendant, John R. Pentland, be, and the same hereby is, dissolved and held for naught, and said parties are, and each of them is, released from all obligations thereof and restored to the status of a single person.

2. That the custody, care and control of the minor children, namely: John R. Pentland, Jr., Mary D. Pentland, and Gary R. Pentland, the issue of said plaintiff and defendant, shall be, and the same is hereby awarded to the defendant, John R. Pentland, he being a fit and proper person to have and receive said custody, with the right reserved to the plaintiff to see and visit said children at all reasonable and proper times.

3. That the former name of Georgia M. Davis shall be and the same is hereby restored to the plaintiff.

Dated: This 20th day of August, 1949.

Filed August 30th, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 185

Preston Thatcher
DISTRICT JUDGE

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. SIMMONDS, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete dopy of a DECREE OF DIVORCE, as the same appears of record in my office in Book E of Judgments, page 185, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 1st day of September, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.
By Betty Lue Smart, Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

ELEANORA LING,

Plaintiff,

VS

JOSEPH LING,

Defendant.

COPY

DECREE OF DIVORCE

No. 3260

This cause came on regularly to be heard at Chambers in Salmon, County of Lemhi, State of Idaho, this 20th day of August, 1949, before the Honorable Preston Thatcher, District Judge, sitting without a jury; Fred H. Snook, Attorney at Law, appeared for and on behalf of the plaintiff and the defendant made no appearance, either in person or by attorney, and his default having been regularly entered and an affidavit having been filed in compliance with the Soldiers' and Sailors' Civil Relief Act of 1940, including its amendments, witnesses were duly sworn and testified, from which it appeared that the plaintiff is entitled to the relief hereinafter granted; written findings of fact and conclusions of law were waived and the court, being fully advised in the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That the marriage between the plaintiff, Eleanora Ling, and the defendant, Joseph Ling, be, and the same is hereby dissolved and held for naught, and said parties are, and each of them is, released from all obligations thereof and restored to the status of a single person;

2. That the custody of the minor child of said parties, Mary Ann Ling, shall be and is hereby awarded to the plaintiff, Eleanora Ling, with the right reserved to the defendant to visit the said child at reasonable and proper times, she being a fit and proper person to have and receive the said custody of the minor child;

3. That the defendant, Joseph Ling, pay to the plaintiff the sum of $50.00 per month for the support and maintenance of said minor child, Mary Ann Ling, during the minority of said child;

4. That the said defendant, Joseph Ling, pay to the plaintiff the sum of $75.00 as attorney's fees and costs of suit herein taxed at $16.40.

Dated: This 20th day of August, 1949.

Filed August 30th, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 184

Preston Thatcher
DISTRICT JUDGE

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. SIMMONDS, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE, as the same appears of record in my office in Book E of Judgments, Page 184, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 1st day of September, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.
By Betty Lue Smart, Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI.

DORA E. McQUEARY, Plaintiff,	
vs.	DECREE OF DIVORCE
WAYLAND WARREN McQUEARY, Defendant.	No. 3288

THIS CAUSE, coming on to be heard the 20th day of August, 1949, before the Honorable Preston Thatcher, Judge of the Sixth Judicial District of the State of Idaho, sitting without a jury, at Salmon, Lemhi County, Idaho, Charles Herndon appearing as Attorney for the Plaintiff and no one appearing for the Defendant, and

IT FURTHER APPEARING that the Defendant herein, Wayland Warren McQueary, was regularly served with summons attached to a copy of the Complaint on file in this cause; and the said Defendant, having failed to appear and answer said Complaint, and the time for answering having expired, and no answer or demurrer having been filed; and

IT FURTHER APPEARING that an Affidavit in the above entitled cause, as required by the provisions of the Soldier's and Sailor's Act of 1940, as amended, has been filed showing that the Defendant is not in military service as defined by said Act; and the default of said Defendant, Wayland Warren McQueary, having been duly entered according to law;

AND IT FURTHER APPEARING that two children have been the issue of said marriage, to-wit: Warren McQueary born November 19, 1942 and Harley McQueary born December 27, 1943 and that there is an adopted child, Wanda McQueary, age 16 years the issue of plaintiff by her former husband; that all of the aforesaid children are now residing with the plaintiff.

AND IT FURTHER APPEARING that prior to the date of her marriage with the defendant the plaintiff owned as her sole and separate property certain real estate in the Finstur Addition to the City of Salmon which said property was sold and the proceeds thereof applied to the benefit of the community and that the community property of the plaintiff and the defendant, both real and personal, is as set forth in the Plaintiff's

Complaint on file herein.

AND evidence having been introduced on behalf of the Plaintiff on the hearing of this cause, and the Court having heard the testimony of the Plaintiff and other witnesses, and it fuly and satisfactorily appearing to the Court, and the Court finding that all material allegations in the Complaint are true and are sustained by testimony, free from all legal exceptions, as to its competency, admissibility and sufficiency and that a divorce should be granted as prayed for in said Complaint; and written Findings of Fact and Conclusions of Law having been waived.

NOW, THEREFORE, on motion of Charles Herndon, Attorney for Plaintiff, it is considered, ordered, adjudged and decreed as follows:

1. That the marriage between the Plaintiff, Dora E. McQueary and Wayland Warren McQueary be and the same is hereby dissolved, and the parties are, and each of them is, free and absolutely released from the bonds of matrimony and all obligations thereof.

2. That Plaintiff have the custody and control of the minor children, Wanda McQueary, Warren McQueary, and Harley McQueary, subject to the right of the Defendant to visit said children at all reasonable and proper times.

3. That Defendant be, and he is hereby awarded as his sole and separate property, all mechanic tools and a gun and his personal clothing and effects.

4. That the following described property be and the same is hereby awarded to the Plaintiff as her sole and separate property for her separate use and benefit:

REAL PROPERTY

Lots 8, 9, and 10, of and in Block 2, of and in Gilmore Addition to North Salmon, in the City of Salmon, County of Lemhi, State of Idaho

PERSONAL PROPERTY

Household furniture and fixtures;
Business known as the Home Arts & Souvenir Shop, together with flowers, materials for manufacturing articles and flowers;
Consignment jewelry and good will, subject to an existing indebtedness of $225.00, plus interest as represented by a Note payable to the American National Bank of Idaho Falls, Salmon Branch, Salmon, Idaho
One 1939 Chevrolet Sedan Automobile subject to an existing indebtedness of $400.00, plus interest, represented by a promissory note payable to Leon Bernard, Salmon, Idaho.

5. The Defendant be and he is hereby required, to pay unto the Plaintiff for the support of said minor children the sum of $30.00 per month. Said payments shall commence on the first day of September, 1949, and continue monthly thereafter.

Done in Open Court this 20th day of August, 1949.

Filed & Entered August 20, 1949
W. W. Simmonds, Clerk
By Dorothy McFrederick, Deputy
Book E. of Judgments, Page 181

Preston Thatcher
District Judge.

STATE OF IDAHO)
: ss.
COUNTY OF LEMHI)

I, W. W. Simmonds, Clerk of the District Court of the Sixth Judicial District of the State of Idaho, and Ex-officio Auditor and Recorder of said County, hereby certify that the foregoing is a full, true and correct copy of the original Decree in the above entitled cause, filed in my office on the 20 day of August, 1949.

Witness my hand and the seal of the District Court this 20 day of August, 1949.

W. W. Simmonds,
Clerk.
By Betty Lue Smart, Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

EILEEN NORA MILLER,
Plaintiff

vs.

EDWARD LEE MILLER,
Defendant.

DECREE

No. 3287

The above entitled cause came on regularly to be heard this 20th day of August, 1949, in Salmon, Idaho, upon the complaint herein taken as confessed by the defendant on the proof taken herein, and upon said hearing it appearing to the satisfaction of the Court, that the defendant herein was duly served in person with Summons herein, attached to a copy of the Complaint on file in this action; and the defendant having failed to appear and answer said complaint of the plaintiff and time for answering having expired, and no answer or other pleading having been filed, the default of the defendant, Edward Lee Miller, was duly entered according to law, and on this day the plaintiff appeared in person and by her attorney, C. Walker Lyon, and introduced evidence in support of said complaint, by which it appears and the Court found:

That the plaintiff now is and has been a bona fide resident of the State of Idaho for more than six weeks immediately preceeding the commencement of this action; that the parties hereto were legally married on the 8th day of April, 1948, and afterward resided together as husband and wife; that the defendant is not now a member of the Military or Naval Service of the United States of America;

That it satisfactorily appears to the Court that the material allegations of the Complaint are sustained by competent testi-

mony, free and clear from all exceptions as to its competency, admissibility and sufficiency, and that the defendant has been guilty of extreme cruelty and the matters so alleged and proved were sufficient in law to entitle the plaintiff to have a dissolution of her marriage;

That there is one child the issue of said marriage, Patrick Lee Miller, under one year of age; that the plaintiff is a fit and proper person to have the care and custody of said minor child, Patrick Lee Miller;

That the defendant is an able bodied man capable of contributing the sum of at least TWENTY FIVE and NO/100 ($25.00) DOLLARS per month towards the care and support of such minor child.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony that exist between the parties hereto, be, and the same hereby are, dissolved, returning each to the status of a single person;

2. That the plaintiff, Eileen Nora Miller, be, and she hereby is, awarded the custody of the minor child, Patrick Lee Miller, with the right and privilege to the defendant, Edward Lee Miller, of visiting such child at any and all reasonable times so long as he shall have fully paid the child support payments as ordered by Court.

3. That the defendant, Edward Lee Miller, pay to the plaintiff, Eileen Nora Miller, the sum of TWENTY FIVE and NO/100 ($25.00) DOLLARS on the first day of the first month following the date hereof and the further sum of $25.00 on the first day of each and every month thereafter during the minority of said child.

DATED This 20th day of August, 1949.

Filed & Entered August 20, 1949
W. W. Simmonds, Clerk
By Dorothy McFrederick, Deputy
Book E of Judgments, Page 182

Preston Thatcher

DISTRICT JUDGE

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. SIMMONDS, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE, as the same appears of record in my office in Book E of Judgments, Page 182, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of August, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.

By Betty Lue Smart,
Deputy

X

7282

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEWIS

1453.

FILED
at 1 P
July 20, 1949
W. R. Emerson

ERMA L. SIMMONS,)
Plaintiff,)
vs.) DECREE
GALE J. SIMMONS,)
Defendant.)

This cause coming on regularly for hearing before the Honorable Leo McCarty, Judge of the above entitled court, on the 19 day of July, 1949, plaintiff appearing in person and being represented by her attorney, and defendant having been duly and regularly served with process, and having failed to appear, and the time for such appearance having expired, and defendant being now in default, and his default having been entered herein and evidence having been introduced, heard and considered; and it appearing therefrom that all allegations of plaintiff's complaint are true, and the court being now fully advised in the premises, does hereby render its decree as follows, to-wit:

4 - 169
1 252

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage relationship heretofore existing between plaintiff and defendant, be, and the same is hereby dissolved, and plaintiff is hereby given and granted a decree of divorce from said defendant.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff, Erma L. Simmons, be, and she is hereby granted and awarded the sole and exclusive care, custody and control of Patricia Gail Simmons, the minor child of the parties to this action; provided, however, that the defendant shall be privileged to visit such child at reasonable and proper times, under reasonable and proper conditions.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant, Gale J. Simmons, shall, and he is hereby ordered and directed to pay to the plaintiff, Erma L. Simmons, on the 1st day of each and every month, commencing with the first day of June, 1949, the sum of Fifty ($50.00) Dollars for the care, support and maintenance of said minor child.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the property settlement agreement made by and between the parties hereto under date of the 13th day of May, 1949, be, and the same is hereby approved by this court, and that as provided by the terms and provisions of said property settlement agreement, said defendant, Gale J. Simmons, shall, and he is hereby ordered and directed to pay to plaintiff the sum of Sixteen Hundred ($1600.00) Dollars in manner following, to-wit: the sum of $850.00 on the 1st day of November, 1949, and the further sum of $750.00 on the 1st day of November, 1950; and it is hereby further ordered, adjudged and decreed that the automobile now owned by the parties to this action, together with all growing crops and all other community assets shall be, and the same are hereby, in accordance with the terms of said property settlement agreement, set over to the defendant, Gale J. Simmons, as his sole and separate property; and that said agreement be, and the same is hereby approved in all respects and conditions as set forth therein.

Done in chambers this 19 day of ~~June~~ July, 1949.

LEO McCARTY
District Judge

I hereby certify the above to be a full, true and correct copy of the original now on file in my office in ~~Action~~ #1453.

W. R. Emerson, Clerk Dist. Court.
Lewis County, Idaho.

7283

DUPLICATE

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEWIS

No. 1437

ALTA PEER,)
Plaintiff,)
vs.)
ELTON M. PEER,)
Defendant.)

D E C R E E NO. 1437

FILED
AT 10 O'CLOCK A M.
AUG 12 1949
W. R. Eamon
Clerk of the District Court
By _____ DEPUTY

The above entitled cause came on duly and regularly for trial at Chambers, at Lewiston, Idaho, on the 9th day of August, 1949, before the undersigned, Leo McCarty, Judge of the above entitled court. The plaintiff appeared in person and by her attorney of record, and neither the defendant, nor any person or persons in his behalf appeared. It appeared to the court that the defendant was duly and regularly, personally served with summons and copy of summons and complaint within the State of Idaho on July 27, 1948, and thereafter, on August 12, 1948 appeared in said action by his attorney, by the filing of a demurrer to the complaint; that by stipulation between attorneys for the parties the demurrer was ruled upon by the court on the 2nd day of August 1949 and the same was overruled by order duly and regularly filed and entered herein; that the defendant refused to further plead and upon order of the court, his default duly and regularly entered in said cause;

Said cause having been called for trial, and the defendant being in default, and his default having been duly and regularly entered herein, and it appearing from the affidavit of the plaintiff that the defendant is not in the military service of the United States, or entitled to the protection of the Soldier's and Sailor's Civil Relief Act; and evidence having been submitted and it appear-

Recorded in Vol. 4 Page 122
Recorded in Vol. 1 Page 282

PAUL G. EIMERS
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

ing therefrom that the allegations of plaintiff's complaint are true, and it further appearing that the parties made and entered into an agreement settling their property rights, right to custody of their minor children, and other matters, and it appearing that said agreement, am de under date of January 3, 1949, is just, fair and equitable, and the same having been submitted to the court for approval and offered as evidence in said cause; and the cause having been fully submitted to the court,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the bonds of matrimony now and heretofore existing between the parties are hereby dissolved and the plaintiff, Alta Peer, is hereby granted an absolute divorce from the defendant, Elton M. Peer;

That the plaintiff, Alta Peer, is hereby awarded the absolute custody, care and control of Lester Howard Peer and Elton Jerome Peer, minor children of the parties, subject to the right of the defendant to visit said children at all reasonable times, except as hereinafter limited;

That the defendant shall, pursuant to the agreement of January 3, 1949, between the parties, and in accordance with the terms thereof, pay to the plaintiff for the exclusive use of the care, maintenance and support of said children, the sum of Thirty Dollars ($30.00) per month until the youngest of said children shall atain the age of majority, or until modification of said agreement and of this decree by a court of competent jurisdiction;

That said agreement of January 3, 1949, between Alta Peer and Elton M. Peer be, and the same hereby is approved; and that the community property mentioned in plaintiff's complaint, and mentioned and described in said agreement, be, and the same is hereby set aside, and awarded to the plaintiff, Alta Peer as her sole and separate property, together with all rents, issues and profits thereof; and that said agreement hereinbefore mentioned be, and the same is hereby made a part of this decree as if fully

fully set forth herein.

Done in Chambers at Lewiston, Idaho, this 9th day of August, 1949.

LEO MC CARTY
District Judge

STATE OF IDAHO)
: ss.
COUNTY OF LEWIS)

I hereby certify the above and foregoing to be a true and correct copy of the original now on file in said action #1437

Clerk District Court.
Lewis County, Idaho.

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEWIS

MARJORIE CARTER,
Plaintiff,

-- vs --

PAT CARTER,
Defendant.

DECREE

The above entitled cause came on duly and regularly for hearing in open Court without jury on the 17th day of August, 1940, before the Honorable Leo McCarty, Judge of the above entitled Court. The plaintiff appeared in person and by her attorney, John R. Kemper, and no person or persons appeared for or on behalf of the defendant, Pat Carter. It appearing to the Court that the defendant, Pat Carter, was duly and regularly served by publication with process of summons, and that said service was complete on the 31st day of July, 1940, and that said defendant has failed to demur, answer or otherwise plead within the time provided by law. That the said defendant having been in default and his default having been duly and regularly entered herein, and it appearing to the Court upon reading and filing the affidavit of Marjorie Carter, the plaintiff in the above entitled action, which said affidavit is filed herein pursuant to the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940 and supplemental acts thereto, that the defendant, Pat Carter, is not now in the military service of the United States of America, in accordance with the terms of said act; and that this cause having been duly and regularly set for trial, and evidence submitted, and the cause having been fully submitted to the Court, and the Court having duly considered the same and being fully advised in the premises, finds that the allegations of plaintiffs' complaint are true and correct.

Docketed in Vol. 1 Page 282

Recorded in Vol. ___ Page ___

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this does order and decree that the marriage between plaintiff, Marjorie Carter and the defendant, Pat Carter be dissolved, and the same is

hereby dissolved, and the said parties, and each of them, is freed and absolutely released from the bonds of matrimony, and all the obligations thereof, and each of said parties are restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care and custody of the minor child of said marriage, Vickie Lee Carter, age 6 years, is hereby edwarded to the plaintiff Marjorie Carter.

Done in open Court this 17th day of August, 1949.

Leo McCarty

District Judge.

STATE OF IDAHO)
: SS.
County of Lewis)

I, W. R. Emerson, Clerk of the District Court hereby certify the above and foregoing is a full, true and correct copy if the instrument it purports to be.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 18th day of August 1949

W. R. Emerson

Clerk District Court,
Lewis County, Idaho.

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEWIS

ROBERT M. HARTWIG,
Plaintiff.
-vs-
MILDRED J. HARTWIG,
Defendant.

D E C R E E

The above entitled cause came on duly and regularly for hearing in open Court without jury on the 17th day of August, 1949, before the Honorable Leo McCarty, Judge of the above entitled Court. The plaintiff appeared in person and by his attorney, John R. Kemper, and no person or persons appeared for or on behalf of the defendant, Mildred J. Hartwig. It appearing to the Court that the defendant, Mildred J. Hartwig, was duly and regularly personally served with a copy of the Complaint and Summons in said action at Prineville, State of Oregon on the 25th day of July, 1949 and that said defendant has failed to demur, answer or otherwise plead within the time provided by law. That the said defendant having been in default and her default having been duly and regularly entered herein, and it appearing to the Court upon reading and filing the affidavit of Robert M. Hartwig, the plaintiff in the above entitled action, which said affidvit is filed herein pursuant to the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940 and supplemental acts thereto, that the defendant, Mildred J. Hartwig, is not now in the military service of the United States of America, in accordance with the terms of said act; and that this cause having been duly and regularly set for trial, and evidence submitted, and the cause having been fully submitted to the Court, and the Court having duly considered the same and being fully advised in the premises, finds that the allegations of plaintiff's complaint are true and correct.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this does order and decree that the marriage between plaintiff, Robert M. Hartwig and the defendant, Mildred J. Hartwig be dissolved, and the same is hereby dissolved, and the said parties, and each of them,

is freed and absolutely released from the bonds of matrimony, and all the obligations thereof, and each of said parties are restored to the status of a single person.

Done in Open Court this 17th day of August, 1949.

Leo McCarty
District Judge.

STATE OF IDAHO |
County of Lewis | SS.

I, W. R. Emerson, Clerk District Court hereby certify the above and foregoing is a full, true and correct copy of the instrument it purports to be.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 18th day of August., 1949.

W. R. Emerson
Clerk District Court.
Lewis County, Idaho.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LINCOLN

NELLIE TAYLOR,
Plaintiff,
-vs-
GRANT TAYLOR,
Defendant.

JUDGMENT

The above matter came on regularly for trial before the above court sitting in regular session in Shoshone, Idaho, this 26th day of August, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process, and that he had failed to answer within the time fixed by law, and that the default of the defendant for his failure to appear has been duly entered by the Clerk of the Court.

WHEREUPON, evidence duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in the complaint, and that the plaintiff is and for several years last past and immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

It is hereby ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff and defendant be and the same are hereby dissolved, and each of said parties is hereby restored to the status of a single person, and that the property settlement agreement entered

into between the plaintiff and defendant on the 26 day of August, 1949, an original copy of which has been admitted as an exhibit herein, is in all respects hereby approved and confirmed; that the plaintiff is hereby awarded, among other things as provided for in said property settlement, the following described real estate, to-wit: Blocks 48, 49, 50, 51, 52, and 53, and the South Half (S½) of Lots 11, 12, 13 and 14 of Block 37 in the Village of Shoshone, Lincoln County, Idaho; together with her personal property described in the property settlement; that the defendant is hereby awarded as his sole and separate property, the following described real estate, to-wit: The South Half (S½) of Lots 11, 12, 13 and 14 in Block 46, Village of Shoshone, Lincoln County, Idaho, together with his personal property described in said property settlement; that the plaintiff is hereby awarded the custody and control of Elmer Taylor, the minor child of plaintiff and defendant, and the defendant shall have the right to visit said child at reasonable times and places.

/s/ D. H. Sutphen
DISTRICT JUDGE

STATE OF IDAHO,
County of Lincoln, } ss.

I Ruth K. Chess Clerk of the District Court, and Ex-Officio Recorder in and for the County of Lincoln, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original

7286

Decree of Divorce--Nellie Taylor vs. Grant Taylor

now on file in my office, as the same appears on the records of said Lincoln County, State of Idaho in Book 7 at page 163.

IN TESTIMONY WHEREOF, I have set my hand and affixed my official seal this 30th day of August, A. D. 1949

Ruth K. Chess
Clerk - Ex-Officio Recorder

By .....
Deputy

2718 Copy 7287

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO. IN AND FOR THE COUNTY OF MADISON.

Mae Russell Plaintiff,

vs

Gaden Russell, Defendant.

DECREE.

On this 15th day of July, 1949, this cause coming on regularly to be heard at Chambers, at Idaho Falls, Idaho. and application being made by the Plaintiff by and through her Attorney of record for final Decree herein; and it duly appearing to the Court, that the Defendant by Publication and service by Mail had been duly served with a copy of the said Summons and Complaint in this action, which was duly verified as appears of record herein; and the Defendant having failed to Demur, either in person, or by Attorney, or at all, and the time having expired wherein an appearance either by Demurrer or Answer could be filed as provided by law, and the default of defendant being of record and the Plaintiff appearing in court in person, and by Attorney, and the Defendant failing to appear, either in person, or by Attorney, or at all at said hearing, the court proceeded to hear said cause, whereupon the Plaintiff was duly sworn and examined in her own behalf and testified therein, and thereafter Madge N, Stone. was duly sworn and examined as a Witness in behalf of the Plaintiff and the case being submitted to the court for decision, It was made to appear to the satisfaction of the Court, that the Plaintiff is a Boni Fide resident of the State of Idaho, and has resided in Madison County, Idaho, and has resided there more than one year prior to the commencement of this action; That the Plaintiff and the Defendant intermarried at Pocatello Idaho, on the 16th of January, 1943, and ever since have been and now are, Husband and Wife; That during the time of said Marriage and Coverture no children were born to them as the issue of said Marriage;

It was further made to appear that prior to the Marriage of the said Plaintiff and the said Defendant, that the Plaintiff was seized of and in posession of certain real estate in her own name and right, inherited from her former Husband deceased, said property being more particularly described as that parcel or piece of land situated in the City of Rexburg, Idaho, and set forth as follows, to-wit;

Commencing at the North-east corner of Lot (5) of Block (I2) of the Parker Addition to the City of Rexburg,Idaho. as per the recorded plat thereof,and running thence South 99feet; thence West (40) rods; thence North (99) feet; thence East (40) rods to place of beginning.

Being her sole and seperate estate prior to her said marriage to the Defendant, and that she is entitled to a Decree of this court awarding said property to her as her seperate estate.

And it appears to The Court further that the name of the Plaintiff prior to her said Marriage to the Defendant was Mae Cook, and that here former name as aforesaid should be restored to her.

The Court further finds that on or about the the Month of October, 1947,and more than one year prior to the filing of this information, the Defendant disregarding the solemnity of his Marriage vows,wilfully and without cause,deserted and abandoned the Plaintiff and ever since has,and still to so wulfully and without cause desert and abandon this Plaintiff,and to live seperate and apart from her without any sufficient cause or reason and against her will,and without her consent.The court further finds that for more than one year last before the filing of this information, the Plaintiff has Wilfully neglected to provide for Plaintiff the common necessaries of Life,havin the ability so to do,compelling the Plaintiff to care for herself,or from such assistance furnished by friends,the Defendant being an able bodied man capable of earning good wages,but during more than the last year prior to the commencement of this action has only given to this Plaintiff the sum of $10,00,

And the court finding that the Equities are with the Plaintiff and that the allegations as set forth in her verified complaint are true, that she is entitled to a decree of Divorce totally dissolving the Bonds of Matrimony now existing between the Plaintiff and the Defendant,and for all and further proper relief as appears meet in the premises,and the court having fully considered the files and papers in said cause and being fully advised in the premises.

It is therefore Ordered, Adjudged and Decreed by the Court, That the Bonds of Matrimony heretofore and now existing between the Plaintiff and the Defendant, be, and they are hereby Totally Dissolved.

That the property fully described and set out as Located in Rexburg, Madison County, Idaho, and commencing at the North-east corner of Lot 5, of Block 12, of the Parker addition to the City of Rexburg, Idaho, as per the Recorded plat thereof, and running thence South 99 feet; thence West 40 rods; thence North 99 feet; thence East 40 rods to place of Beginning, is hereby Decreed and awarded to the Plaintiff as her sole and seperate estate.

That the Plaintiffs name which she bore at the time of said Marriage to the Defendant to-wit; Mae Cook is hereby restored to her.

And her costs taxed at $ 27,00

Done and dated at Chambers at Idaho Falls, Idaho, this day of July, 1949.

Henry D. Martin
District Judge.

2727

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

DEAN C. SPENCER, Plaintiff,	)	
vs.	)	DECREE OF DIVORCE
IRENE D. SPENCER, Defendant.	)	

This matter came on regularly to be heard and tried by the court on the 22nd day of July, 1949, upon plaintiff's complaint and upon the written stipulation, general appearance and waiver entered into between plaintiff and defendant on file herein, wherein the defendant entered her appearance waiving time in which to appear or answer plaintiff's complaint.

Plaintiff was present in court represented by his counsel, Mary Smith of Rexburg, Idaho, and the defendant did not appear either in person or by attorney.

That the plaintiff, Dean C. Spencer, and Vance Barnett were sworn and testified on behalf of plaintiff, and it appearing that the plaintiff has been a resident of the State of Idaho for more than six full weeks prior to the commencement of this action, and that the defendant for more than one year prior to the commencement of this action wilfully and without cause deserted and abandoned the plaintiff and ever since has and still continues to so wilfully and without cause desert and abandon said plaintiff and live separate and apart from him without any reason and against his will and without his consent, and

It further appearing that all of the allegations and avertments in plaintiff's complaint are true.

NOW, THEREFORE, on motion of plaintiff's attorney, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between plaintiff, Dean C. Spencer,

and the defendant, Irene D. Spencer, be, and the same is forever dissolved, set aside and held for naught and the plaintiff and defendant, and each of them be, and they are hereby forever absolutely released from the obligations thereof and each of them is hereby restored to the status of a single person.

Dated this 22nd day of July, 1949.

Henry S. Martin
District Judge.

X

2700

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

BENJAMIN TALBOT NEWMAN, Plaintiff,

vs.

PEARL E. NEWMAN, Defendant.

Copy

DECREE OF DIVORCE

This matter came on regularly to be heard and tried by the court on the 2nd day of August, 1949, upon plaintiff's complaint and upon the written stipulation, general appearance and waiver entered into between plaintiff and defendant on file herein, wherein the defendant entered her appearance waiving time in which to appear or answer plaintiff's complaint.

Plaintiff was present in court represented by his counsel, Mary Smith of Rexburg, Idaho, and the defendant did not appear either in person or by attorney.

That the plaintiff, Benjamin Talbot Newman, and Frank Thompson were sworn and testified on behalf of plaintiff, and it appearing that the plaintiff has been a resident of the State of Idaho for more than six full weeks prior to the commencement of this action, and that the defendant for more than one year prior to the commencement of this action wilfully and without cause deserted and abandoned the plaintiff and ever since has and still continues to so wilfully and without cause desert and abandon said plaintiff and live separate and apart from him without any reason and against his will and without his consent, and

It further appearing that all of the allegations and averments in plaintiff's complaint are true.

NOW, THEREFORE, on motion of plaintiff's attorney, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between plaintiff, Benjamin Talbot Newman,

and the defendant, Pearl E. Newman, be, and the same is forever dissolved, set aside and held for naught and the plaintiff and defendant, and each of them be, and they are hereby forever absolutely released from the obligations thereof and each of them is hereby restored to the status of a single person.

Dated this 2nd day of August, 1949.

Henry L. Martin
District Judge.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATEOF IDAHO, IN AND FOR MINIDOKA COUNTY

-o-

AVERY BARRASS, Plaintiff, vs. FRED BARRASS, Defendant.	DECREE OF DIVORCE

-o-

The above entitled cause came on regularly for hearing at the request of the plaintiff, at Rupert, Minidoka County, Idaho, on this 4th day of August, 1949, before the Honorable Kales E. Lowe, one of the Judges of said Court. The plaintiff appeared in person and by her attorney, Sherman J. Bellwood; and the defendant did not appear either in person or by counsel. It appeared to the Court that the defendant had, by an affidavit in writing, admitted the personal service upon him, in Rupert, Minidoka County, Idaho, of summons and copy of complaint and failed to appear, answer or otherwise plead to plaintiff's complaint within the time limit set by law, and that the default of said defendant was duly and regularly entered upon the affidavit of the plaintiff that the defendant was not in the military service of the United States.

Witnesses on behalf of the plaintiff were sworn and examined and documentary evidence was offered and admitted in evidence and the plaintiff rested and the cause was submitted to the Court for consideration and decision; and it appeared to the Court that the allegations contained in plaintiff's complaint are true and are sustained by evidence free from all objections as to competency, relevancy and admissibility and that the plaintiff is entitled to a Decree of Divorce from the defendant, and to Decree awarding to her the care, custody and control of the minor children of the parties hereto, hereinafter named.

WHEREFORE, By reason of the law and the premises aforesaid:

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between the plaintiff, Avery Barrass, and the defendant, Fred Barrass, be and the same hereby are dissolved and that each of said parties be and each of them hereby is restored to the status of a single person and that the plaintiff, Avery Barrass, be and she hereby is awarded the care, custody and control of Fred Barrass, aged 13 years, and Robert Barrass, aged 8 years, minor children of the said plaintiff and defendant, during their respective minority without any interference whatsoever on the part of the defendant, except, however, that the said defendant shall have the right to see and visit the said minor children at reasonable times of reasonable duration.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the Agreement made and entered into by and between the plaintiff and the defendant on or about the 12th day of July, 1949, for a complete disposition of all of the property of the plaintiff and defendant and the care and maintenance of the aforementioned minor children, a copy of which is attached to plaintiff's complaint on file herein, be and the same hereby is in all respects approved, ratified and adopted as a fair, equitable and reasonable settlement and division of the property of the said plaintiff and defendant, and by way of enforcing said Agreement and based thereupon:

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, Fred Barrass, pay to the plaintiff, Avery Barrass, for the support and maintenance of the said minor children, until the youngest reaches majority, or both are sooner married or divorced, the sum of $75.00 per month beginning on the date hereof and a like sum on the 1st day of each and every month thereafter; and further, to pay all hospital, doctor and medical expenses in connection with any injury or illness of the said minor children, or either of them.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, Avery Barrass, be and she hereby is decreed to be the owner of an undivided one-half interest, and that the defendant, Fred Barrass, be and he hereby is decreed to be the owner of an undivided one-half interest in and to the following described real property, situated in Minidoka County, Idaho, as his and her sole and separate property and estate, respectively:

> Beginning at a point whereas a line 15.2 feet South of the North line of the NE¼SW¼ of Section 29, Township 9 South of Range 24 E.B.M., in Minidoka County, Idaho, intersects the NW boundary line of Oregon Short Line Railroad Company right of way, and is approximately 29.4 feet W and 15.2 feet South of the NE corner of the said NE¼SW¼; thence West 764 feet to the point of beginning; thence West 173.6 feet, thence South 788.5 feet to North boundary line of Oregon Short Line Railroad Company right of way; thence North 67° 40' East 187.7 feet; thence North 717.2 feet to the place of beginning, all in Minidoka County, Idaho, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

and that the plaintiff, Avery Barrass, be and she hereby is awarded the exclusive possession, with said minor children, of the above described real property until the same is sold by the plaintiff and defendant pursuant to the terms of their aforementioned Agreement, or until the further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, Fred Barrass, be and he hereby is decreed to be the owner of that certain Dodge automobile, heretofore owned by plaintiff and defendant, as his sole and separate property and estate, free and clear of all claims, interests or estate on the

part of the plaintiff, Avery Barrass.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, Fred Barrass, pay to the plaintiff, Avery Barrass, a sum equivalent to one-half the present value of the following described war savings bonds as her sole and separate property, free and clear of all claims of the said defendant:

Number	Face Value	Payable to:
Q 330243987 E	$25.00	Fred Barrass or Avery Barrass
Q132241353 E	"	" " " " "
Q 62953029 E	"	Fred Barrass p.o.d. Avery Barrass
Q 49489546 E	"	" " " " "
Q 42403171 E	"	" " " " "
Q 110793499 E	"	" " " " "
Q 110795755 E	"	" " " " "
Q 110798135 E	"	" " " " "

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, Avery Barrass, be and she hereby is decreed to be the owner of an undivided one-half interest in and to the following described personal property, and that the defendant, Fred Barrass, be and he hereby is decreed to be the owner of an undivided one-half interest in and to said personal property, as his and her sole and separate property:

General Electric Refrigerator
Coal Heater
Coal Range
Philco Radio combination
3-piece living room suite
3-piece bed room suite
2 single beds

and that the plaintiff, Avery Barrass, be and she hereby is awarded the exclusive possession, with said minor children, of said personal property until the same is sold by said plaintiff and defendant, according to the terms of the aforementioned Agreement.

DONE at Rupert, Minidoka County, Idaho, this 4th day of August, 1949.

(SEAL)

Kales E. Lowe
Judge, District Court.

STATE OF IDAHO)
) ss.
County of Minidoka)

I, Worth S. Elton, Clerk of the District Court of the Eleventh Judicial District of the State of Idaho in and Minidoka County, do hereby certify that the foregoing is a full and correct copy of the Original Decree of Divorce made and entered in said court on the 4th day of August, 1949, in the case wherein Avery Barrass was plaintiff and Fred Barrass was defendant and that the original of said Decree is now on file and of record in my office in the City of Rupert, Minidoka County, Idaho.

IN WITNESS WHEREOF I have hereunto set my hand and

the seal of said Court this 8th day of August, 1949.

Clerk of the District Court of the Eleventh Judicial District of the State of Idaho, in and for Minidoka County.

7291

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA.

IMA JEAN FISHER, Plaintiff, -vs- JOHN W. FISHER, Defendant.	DECREE OF DIVORCE. COPY

Now on this 12th day of August, 1949, this matter came on for hearing before the Court at chambers at Twin Falls, in Twin Falls County, Idaho. Plaintiff appeared in person and by Earl E. Walker, Esq., her attorney. The defendant did not appear. Upon application of the plaintiff's attorney, the defendant's default was duly entered by the Court, lodged herein to be filed in this case at a later time. Witnesses were sworn and testified on behalf of the plaintiff after which the matter was submitted to the Court for its decision. Upon consideration of the files and of the evidence, the Court finds that the defendant, John W. Fisher, has entered his voluntary appearance herein; that he reserved 20 days from the date of the execution of said voluntary appearance on the 16th day of July, 1949, in which to appear or plead herein; that said defendant has wholly failed to appear or plead herein although the time for so doing has wholly expired and that the defendant is in default and that this Court has duly taken and entered the defendant's default against him. The Court further finds that the material allegations of the plaintiff's complaint are true; that the defendant is guilty of wilful desertion of the plaintiff which said wilful desertion has continued for more than one year prior to the time this action was filed herein by the plaintiff and that by reason thereof the plaintiff is entitled to a divorce from the defendant and is also entitled to the restoration of her former name, Ima Jean Roessler.

WHEREFORE, It is Decreed by the Court that the plaintiff be and she hereby is divorced from the defendant and that her former name, Ima Jean Roessler, is hereby restored to her.

Done at chambers in Twin Falls, Twin Falls County, Idaho, this 12th day of August, 1949.

HUGH A. BAKER
DISTRICT JUDGE.

CERTIFICATE OF TRUE COPY—CLERK, AUDITOR AND RECORDER. Minidoka County News Print

STATE OF IDAHO, County of Minidoka, } ss.

I, Noah S. Olson

Clerk of the District Court, Ex-Officio Auditor and Recorder, in and for the County of Minidoka, State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce

now on file in my office at Rupert, Idaho, in Book..... of ..... at Page .....

Given under my hand and seal at RUPERT, IDAHO, this 17 day of August A. D., 1949.

Noah S. Olson
Clerk, Auditor and Recorder.

By.....
Deputy.

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

IRENE ELLER, Plaintiff,

-vs-

CHARLES W. ELLER, Defendant.

No. 10501

FILED
10:30 O'CLOCK A M
AUG 30 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

This matter having come on regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled court, on the 12th day of May, 1949, upon the issues joined by the plaintiff's Complaint, the defendant's Answer and Cross-Complaint, and the plaintiff's Answer to the Cross-Complaint, the plaintiff being present in person and represented by her attorney of record, Earle W. Morgan, and the defendant being present in person and represented by his attorneys of record, J. H. Felton and William J. Jones, and evidence both oral and documentary having been adduced and submitted by the respective parties, and the court having considered the same, and having considered the Briefs submitted by the respective parties, (referring herein to plaintiff and cross-defendant, Irene Eller, as "plaintiff", and referring to defendant and cross-plaintiff, Charles W. Eller, as "defendant",) and the court having made and entered its Findings of Fact and Conclusions of Law, NOW THEREFORE,

IT IS ORDERED, ADJUDGED, AND DECREED, that the plaintiff be and she hereby is granted an absolute divorce from the defendant on the ground of extreme cruelty, and that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same hereby are in

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LAWYER
BREIER BUILDING
LEWISTON, IDAHO

all respects and forever dissolved, and that the plaintiff and defendant be and they hereby are restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the plaintiff owns, and has at all times owned, and holds, and at all times has held, as her sole and separate property, including the rents, issues and profits thereof and therefrom, the following described real property, situate in the County of Nez Perce, State of Idaho, to-wit:

> A part of Lot Five (5), Block Eighty-seven (87), Lewiston Orchards Tract Number Twelve (12), according to the recorded plat thereof, and more particularly described as follows:
>
> The North 207 feet of Lot Five (5), Block Eighty-seven (87), Lewiston Orchards Tract Number Twelve (12), according to the recorded plat thereof, on file in the office of the County Recorder, Nez Perce County, Idaho. Said 207 feet commencing at the center line of the alley on the North side of said Lot Five (5), and containing 1.57 acres. EXCEPTING THEREFROM, that portion of the above described real property heretofore conveyed to Charles O. Wolcott, by Deed filed for record with the County Recorder of Nez Perce County, Idaho, on the 27th day of March, 1947, in Book 176 of Deeds, at Page 536, Records of said County and State.

that the conveyance to said property has been recorded in Book 176 of Deeds, at Page 191, Records of the Recorder of Nez Perce County, Idaho, in the names of both plaintiff and defendant; that the defendant, however, does not have, own, or at any time has not had, owned, or held any right, title, interest, claim, equity, or demand therein or thereto, and that the plaintiff may in her own name, and without the defendant joining therein, sell, transfer, convey, dispose of, alienate, or encumber said property as fully and effectively as though she alone were named as Grantee in said Deed above identified.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the plaintiff owns and holds as her sole and separate property, including the rents, issues and profits thereof and therefrom, all household furniture, furnishings, fixtures and equipment contained in the home on the real property described in the foregoing paragraph, and the 1941

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Chevrolet coupe automobile, Certificate of Title to which has been issued in her name; that the defendant does not have any right, title, interest, claim, or demand therein or thereto.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the defendant owns as his sole and separate property, including the rents, issues, and profits thereof and therefrom, an old davenport and chair, one occasional chair, and certain old dishes, pots, and pans, which property is now stored on the porch of the house on the real property hereinabove described; that plaintiff does not have any right, title, interest, claim, equity, or demand therein or thereto.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that any community interest that the defendant may have in or to any of the personal property acquired by plaintiff and defendant during their married life, and the whole of the interest in said property, is awarded to the plaintiff as her sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that plaintiff's former name of Irene Lyle be and the same hereby is restored to her, and that she, the plaintiff, may from and after the date hereof, use said name in all dealings with respect to the real property above described.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that no costs shall be awarded to either of the parties.

Dated this 30 day of August, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 30th day of Aug, 1949.

PHILIP WEISGERBER, Clerk
By _____ Deputy

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

7293

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

EVELYN ZASTERA,

Plaintiff,

vs.

JERRY FRED ZASTERA,

Defendant

10677

FILED
AT 11⁰⁰ O'CLOCK A M
AUG - 2 1949
PHILIP W. GERSBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, Deputy

DECREE OF DIVORCE

This cause having come on duly and regularly for hearing before the Honorable Leo McCarty, Judge of the above entitled Court, on the at chambers 1st day of August, 1949, plaintiff appearing in person and by and through her attorney of record, and the defendant having been personally served with summons and complaint in this action by the defendant accepting service of said summons and complaint on him on the 12th day of July, 1949, at Los Angeles, California, which Acceptance of Service by the defendant was duly acknowledged by him and is a part of the records and files in this action, and the defendant having certified in said Acceptance of Service that he is not in the military service of the United States in any capacity whatsoever and not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the default of said defendant having been duly and regularly entered for the defendant's failure to appear, answer, or demur to plaintiff's complaint within the time allowed by law, or at all, and the plaintiff having introduced oral and documentary evidence, and the Court being fully advised in the premises, hereby FINDS:

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That the defendant was personally served with summons and complaint in this action on July 12, 1949, by the defendant personally accepting service of a copy of said summons and complaint on July 12, 1949, at Los Angeles, California; that the defendant is not a member of the military service of the

United States and is not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended;

That the plaintiff and defendant intermarried at Las Vegas, Nevada, on August 19, 1946, and ever since have been and now are husband and wife;

That the plaintiff is now and was for more than six weeks immediately preceding the filing of the complaint in this action a bona fide resident of the State of Idaho;

That no children have been born as issue of said marriage;

That the plaintiff and the defendant have acquired no property and no property rights need be adjudicated in this action;

That the defendant did on or about November 17, 1946, three months after the marriage between the parties hereto, voluntarily leave this plaintiff with the intent to desert her; that the said defendant, without just cause or provocation, did wilfully desert this plaintiff on or about November 17, 1946, and has continued to live separate and apart from this plaintiff since said date;

From the foregoing Findings of Fact the Court concludes that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of wilful desertion;

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY ORDERED, ADJUDGED and DECREED that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and they are hereby dissolved, and the plaintiff is granted an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that plaintiff's former name of "Evelyn Spencer" be restored to her.

DONE in Open Court this 1st day of August, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 2nd day of Aug., 1949.

PHILIP WEISGERBER, Clerk

By _____
Deputy

7294

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

LOUISE WORNELL COE,)
Plaintiff,) No. 10655
-vs-) DECREE
LONNIE COE,)
Defendant.)

FILED
AT 11:00 O'CLOCK A M
AUG - 3 1949
PHILIP WEBSCERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

This cause came on for hearing before the above entitled court, in ~~open court~~ chambers, at Lewiston, Nez Perce County, Idaho, on the 3rd day of August, 1949, plaintiff appearing by Cox, Ware & Stellmon, her attorneys of record herein, and it appearing that the defendant was duly and regularly served with process of summons herein by publication in the Lewiston Morning Tribune, a daily newspaper, printed and published at Lewiston, Idaho, for the time and in the manner required by law, the first publication thereof being on June 15, 1949, and the last publication thereof being on July 13, 1949, and a copy of said summons and a copy of the complaint herein having been mailed to said defendant at his last known postoffice address, to-wit: 402 Eleventh Street, Lewiston, Idaho, on June 18, 1949, in accordance with the order of this court, and that more than twenty (20) days have elapsed since the completion of said service; that no appearance has been made by or on behalf of said defendant; that said defendant is in default herein and that he is not now serving in the Armed Forces of the United States of America, or in the Armed Forces of any of its Allies, and the default of the defendant having been duly and regularly entered herein by this court, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been

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Docketed Vol. 12 Page 15

called, sworn and examined in open court, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of plaintiff's complaint are true, and that the defendant, LONNIE COE, has been guilty and is now guilty of willful abandonment of plaintiff for more than one (1) year prior to the filing of the complaint herein, and that the plaintiff is entitled to a decree of divorce on the ground of willful abandonment, and that the exclusive custody of the minor children of said parties, a daughter, Sue Ellen Coe, aged five (5) years, and a son, Lonnie Earl Coe, aged two (2) years, should be awarded to the plaintiff, and the court being fully advised in the premises,

NOW, THEREFORE, premises considered, the court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that this plaintiff, LOUISE WORMELL COE, is now and for more than six (6) years prior to the filing of the complaint herein was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, LOUISE WORMELL COE, and the defendant, LONNIE COE, be and the same are hereby dissolved and the plaintiff is hereby granted an absolute divorce from the defendant.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the exclusive custody of the minor children of said parties, Sue Ellen Coe, over the age of five (5) years, and Lonnie Earl Coe, aged two (2) years, be and the same is hereby granted to the plaintiff.

DONE in ~~open court~~ Chambers this 3rd day of August, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 3rd day of Aug., 1949.

PHILIP WEISGERBER, Clerk

By _____
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

VELMA V. LYNN, Plaintiff,

-vs-

MEAD E. LYNN, Defendant.

No. 10471

FILED
at 10:15 o'clock A M
AUG - 4 1949
PEARL M. WESTERGREN
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

This matter having come on regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and being represented by her attorney of record, Earle W. Morgan, and it appearing that the defendant was heretofore duly, regularly and personally served with process of Summons and copy of Summons and Complaint, and that he appeared herein by Demurrer through his attorney, Paul G. Eimers, and the Demurrer of the defendant having been duly and regularly brought on for hearing, and the court having overruled the same, and the defendant having refused to further plead, and the defendant being in default, and it appearing that the defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, nor an officer of the Public Health Service, detailed by proper authority for duty either with the Army or the Navy, nor on active duty with any branch of service above referred to, nor under training or education under the supervision of the United States preliminary to induction into military service, and the default of the defendant having been duly and regularly entered, and the plaintiff having adduced and submitted evidence substantiating the allegations of her Complaint, and the court being

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fully adivsed in the premises, and it appearing from a Stipulation on file herein that plaintiff and de fendant have entered into a Property Settlement and Agreement, and that the same has been fully executed, and it appearing that said Property Settlement and Agreement is fair and equitable, and was fairly and equitably made and entered into, NOW THEREFORE,

IT IS ORDERED, ADJUDGED, AND DECREED, that the plaintiff be and she hereby is granted an absolute divorce from the defendant on the ground of extreme cruelty, and that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same hereby are in all respects and forever dissolved, and that the plaintiff and defendant be and they hereby are restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the care, possession, custody and control of the minor child of the parties hereto, namely, Eva Jane Lynn, be and the same hereby is awarded to the plaintiff, and it is further decreed that the plaintiff is pregnant by the defendant, and it is expected that said child will be born in the near future; that said child when born will be the legitimate child of plaintiff and defendant, conceived in lawful wedlock; that the care, possession, custody and control of said child when born shall be and the same hereby is awarded to the plaintiff; that the defendant shall pay to plaintiff for the care, possession, custody and control of said child, Eva Jane, and said child to be born, the sum of $50.00 per month, the same to continue until the youngest of said children reaches the age of majority, subject to the right of the court to modify these payments upward or downward.

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LAWYER
BREIER BUILDING
LEWISTON, IDAHO

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the plaintiff has conveyed to the defendant by Quit-Claim Deed all her right and interest in and to the real property described in said Quit-Claim Deed, executed by plaintiff as grantor, which Deed has been filed for record with the County Recorder of Idaho County, Idaho, in Book 82 of Deeds at Page 44; and that the plaintiff has transferred to the defendant all her right and interest in and to all personal property owned by plaintiff and defendant, except the household goods which have been removed by her, and one red cow, that are now in her possession, which latter are hereby awarded to the plaintiff as her sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the defendant has executed and delivered to plaintiff a Promissory Note signed by himself and George L. Lynn and May Lynn, his wife, as makers, which Promissory Note is secured by a Real Estate Mortgage filed for record with the County Recorder of Idaho County, Idaho, in Book 54 of Mortgages at Page 540, and Crop and Chattel Mortgage which has been filed for record with the County Recorder of Idaho County, Idaho, in Book 22 of Chattel Mortgages at Page _____; that thereby the defendant is required to pay to the plaintiff the sum of $8,000.00, and pursuant to the provisions of said Note, and the security given by said Real and Chattel Mortgages, it is hereby ordered that defendant pay to the plaintiff on or before the 1st day of November, 1950, the sum of $2666.00, with interest at the rate of 4% per annum from the 28th day of June, 1949, and the sum of $2667.00 on or before the 1st day of November, 1951, with interest thereon at the rate of 4% per annum since the previous payment, and the sum of $2667.00 on or before the 1st day of November, 1952, together with interest at the rate of 4% per annum from the date of

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the last previous payment,

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the Property Settlement and Agreement entered into between plaintiff and defendant on the 28th day of June, 1949, a triplicate original of which is hereto attached and made a part hereof by reference as completely as though set forth herein in full, is fair and equitable, and was fairly and equitably made and entered into.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that from and after the date hereof the plaintiff shall have no right or interest in or to the real or personal property which has been transferred by her to the defendant, pursuant to said Property Settlement and Agreement, and as above set forth plaintiff shall retain as her sole and separate property the furniture and household furniture, and one red cow, now in her possession, and the $8,000.00 Note and security therefor, as above set forth.

Dated this 4 day of August, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 4th day of Aug, 1949.

PHILIP WEISGERBER, Clerk

By [signature] Deputy

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

PROPERTY SETTLEMENT AND AGREEMENT

THIS AGREEMENT, Made and entered into in quadruplicate this 28th day of June, 1949, by and between VELMA LYNN, first party, herein called "wife", and MEAD E. LYNN, second party, herein called "husband".

WHEREAS, the parties hereto are husband and wife, and they have a minor child, and are expecting another, and the parties hereto have heretofore ceased to live together as husband and wife, and irreconcilable differences have arisen between them, and wife has instituted an action against husband for a divorce, and the parties have reached an agreement concerning the division of the property and the custody of the child, and the child to be born, in the terms hereinafter found.

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

FIRST: That except as hereinafter specified, each party hereto is hereby released and absolved from any and all obligations and liabilities for the future acts and duties of or to the other, and that each of said parties hereby releases the other from any and all liabilities, debts, or obligations of any kind or character incurred by the other from and after this date, and from any and all claims and demands, including all claims of either party upon the other for support and maintenance as wife or husband, or otherwise, it being understood that this instrument is intended to settle the rights of the parties hereto in all respects, except as hereinafter provided.

SECOND: That any and all property acquired by either of the parties hereto from and after the date hereof shall be the sole and separate property of the one so acquiring the same, and

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each of said parties hereby respectively grants to the other all such future acquisitions of property as the sole and separate property of the one so acquiring the same.

THIRD: That each of said parties shall have an immediate right to dispose of or bequeath by will, his or her respective interest in or to any and all property herein declared to belong to him or her, or hereafter acquired by him or her, and each hereby waives any and all right to the estate of the other left at his or her death, and forever quit-claims any and all right to share in the same of the other by the laws of succession.

FOURTH: Husband's parents, George L. Lynn and May Lynn, his wife, have asserted an interest in the property described in the Complaint filed by wife against husband in the District Court of the Tenth Judicial District of the State of Idaho, in and for the County of Nez Perce, being Case No. 10471. Wife denies any interest or ownership by husband's parents in or to any property described in wife's Complaint, or any part thereof.

FIFTH: As a compromise of the differences between wife and husband, and between wife and husband's parents, it is agreed that wife will settle her community interest in and to the property described in wife's Complaint, and all support money, in the following amounts:

A. Wife to be paid the sum of $10,000.00, as hereinafter provided.

B. Wife to be paid for the support and maintenance of the minor child, Eva Jane, and the child to be born to wife and husband, the sum of $50.00 per month, beginning

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LAWYER
BREIER BUILDING
LEWISTON, IDAHO

October 1st, 1949, the same to continue until the youngest of said minor children reaches the age of majority, subject to the right of the court to modify these payments upward or downward.

C. Wife to have a red cow, the same to be selected by her from the milk cows at the home where wife now resides, and a division of the household goods between husband and wife, to wife's satisfaction.

D. The $10,000.00 above referred to shall be paid in the following manner, to-wit:

(1) $2,000.00 thereof forthwith.

(2) $8,000.00 thereof by Promissory Note signed by husband, and George L. Lynn and May Lynn, his wife, all as makers, said Note to bear interest at the rate of 4% per annum from date, said Note to be secured as hereinafter provided, and said Note to be paid as follows:

$2,666.00 plus accrued interest on or before the 1st day of November, 1950,

$2,667.00 plus accrued interest on or before the 1st day of November, 1951,

$2,667.00 plus accrued interest on or before the 1st day of November, 1952.

Said Note shall be secured by a Mortgage signed by husband, and the said George L. Lynn and May Lynn, his wife, which Mortgage shall be a first and prior Mortgage on all realty owned by said mortgagors, (whether husband or wife have an interest therein or not), except that it shall be a second mortgage on the realty known as the "Barnes place", and it shall also be a second mortgage on the

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property heretofore mortgaged to the Prudential Insurance Company. Said Note shall also be secured by a Chattel Mortgage on all personal property owned by the mortgagors, (whether husband and wife have any interest therein or not), which shall be a first Chattel Mortgage, and which Chattel Mortgage, without limiting the property to be mortgaged, shall include all farm equipment, trucks, cars, tools, and equipment, and all crops of each of the mortgagors which are to be harvested during the year 1950. PROVIDED, that there shall be excluded from said Chattel Mortgage all livestock owned by the mortgagors, and each of them. Said Real and Chattel Mortgages above provided for shall provide full protection to wife as mortgagee, and shall be prepared in the usual and customary form for such instruments, and which Note and Mortgages shall be executed and delivered to wife as mortgagee as soon as possible, and in no event later than the 18th day of July, 1949.

SIXTH: It is contemplated that in order to obtain the said sum of $2,000.00 to be paid to wife forthwith, as hereinabove provided, that a part of the livestock owned by husband and/or the mortgagors above identified, will have to be liquidated or mortgaged. Wife hereby consents thereto for said purposes. Wife further consents that upon the payment to her of the sum of $2,000.00 cash, and the execution and delivery to her of the Note and Mortgages above provided, husband may dispose of or mortgage such additional livestock he may desire for farming operations or other purposes.

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LEWISTON, IDAHO

SEVENTH: Upon or simultaneously with the execution and delivery of the Note and Mortgages above provided, (and after payment of the said sum of $2,000.00), wife shall execute and deliver to husband a Quit-Claim Deed to all realty mortgaged by the Mortgagers above identified to wife as mortgagee, in which Quit-Claim Deed the grantee shall be husband, or such person or persons as he may direct. Upon the execution and delivery of said Quit-Claim Deed, and after wife has removed from the premises where she now resides the red cow and the household furnishings, fixtures and equipment to be selected by her, and her personal belongings, wife shall vacate the real property so mortgaged and quit-claimed, and the whole thereof.

EIGHTH: Each of the parties shall pay his or her own attorney fees and costs in the above proceeding. Husband agrees to hold wife, and all property herein transferred to her, free and clear of all liability for any obligations whatsoever incurred at or prior to the date hereof.

NINTH: The care, possession, custody and control of the minor child of husband and wife, to-wit, Eva Jane Lynn, and the care, possession, custody and control of the child which is now expected by husband and wife, when the same is born, shall be and the same hereby is awarded to wife, with the right of husband to visit with said children at reasonable times so long as he is not in default hereunder and complies herewith.

TENTH: This agreement may be presented to the Judge of the District Court in the action hereinbefore identified for his consideration and approval.

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LAWYER
BREIER BUILDING
LEWISTON, IDAHO

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

VELMA LYNN (SEAL)
First Party

MEAD E. LYNN (SEAL)
Second Party

STATE OF I D A H O,)
ss.
County of Nez Perce.)

On this 28th day of June, 1949, before me the undersigned, a Notary Public in and for said State, personally appeared VELMA LYNN and MEAD E. LYNN, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

E. W. MORGAN
Notary Public for Idaho, Residing at Lewiston, therein.

(SEAL)

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

BETTY YOUNG,)
Plaintiff,) No. 10629
-vs-) DECREE
ROBERT H. YOUNG,)
Defendant.)

FILED
AT 11:30 O'CLOCK A M
AUG - 4 1949
PHILIP WESTERBERG
Clerk of the District Court
By E. V. BECK, DEPUTY

This cause came on duly and regularly for hearing before the above entitled court on the 4th day of August, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, her attorneys of record herein, and it appearing that the defendant was duly and regularly served with process of summons herein on July 6, 1949, on the Island of Guam, in the South Pacific, and it further appearing that the defendant is serving in the Army of the United States, and said defendant having filed herein a waiver of his rights under the Federal Soldiers & Sailors Relief Act, and the defendant having failed to demur, answer or otherwise plead herein within the time required by law, and more than twenty (20) days having expired since the service of process upon him, and the default of the defendant having been duly and regularly entered, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of plaintiff's complaint are true, and that the defendant has been guilty of willful abandonment of the plaintiff, and that the plaintiff is entitled to a decree of divorce on the ground of willful abandonment, and that the custody of the minor child of said parties,

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 15

Wayne Allen Young, aged two (2) years, should be awarded exclusively to the plaintiff, and the court being fully advised in the premises,

NOW, THEREFORE, premises considered, the court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that this plaintiff, BETTY YOUNG, is now and for more than four (4) years prior to the filing of the complaint herein was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, BETTY YOUNG, and the defendant, ROBERT H. YOUNG, be and the same are hereby dissolved and the plaintiff is hereby granted an absolute divorce from the defendant.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the exclusive custody of the minor child of said parties, WAYNE ALLEN YOUNG, aged two (2) years, be and the same is hereby granted to the plaintiff.

DONE in ~~open court~~ Chambers this 4th day of August, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 4th day of Aug., 1949.

PHILIP WEISGERBER, Clerk
By [signature]
Deputy

4

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

RAY S. SENTER	)	10642
Plaintiff	)	
-vs	)	DECREE
PEARL SENTER	)	
Defendant	)	

FILED
At 10:15 O'CLOCK A M
AUG - 6 1949
PHILIP W. REISBECK
Clerk District Court
By E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 15

This matter coming regularly for hearing before the Honorable Leo McCarty, Judge of the above entitled Court this day, plaintiff appearing in person and by his counsel of record and the defendant failing to appear in person or otherwise, and it appearing that due and regular service of summons having been made upon the defendant and the time for answering having expired and no appearance having been made on behalf of the defendant and the default of the defendant having been duly and regularly entered, and that the defendant is not now in the services of the armed forces of the United States or any of its allies, and evidence having been adduced on behalf of the plaintiff and heard and considered by the Court and the Court finding that the allegations of plaintiff's complaint are true and that the defendant has been guilty of extreme cruelty toward the plaintiff, and the Court being fully advised in the premises enters judgment as follows:

IT IS ADJUDGED AND DECREED, that plaintiff is now and for more than six months prior to the filing of the complaint herein, was a bona fide resident of the State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and hereto fore existing between the plaintiff and the defendant

be, and the same hereby are, forever dissolved, and that the plaintiff be, and he hereby is, awarded and granted an absolute divorce from the defendant, and that plaintiff and defendant, and each of them are, hereby restored to the status of single and unmarried persons.

Done this 6th day of August, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 6th day of Aug., 1949.

PHILIP WEISGERBER, Clerk

By [signature] Deputy

7298

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10697

WILMA LANGDON,)
)
Plaintiff,)
)
vs.)
)
LARRY E. LANGDON,)
)
Defendant.)

FILED
1115 A.M.
AUG 17 1949
[illegible] Clerk.

FINDINGS OF FACT AND CONCLUSIONS OF LAW AND DECREE OF DIVORCE

This cause having come on duly and regularly for hearing before the Honorable Leo McCarty, Judge of the above entitled Court, on ths 17th day of August, 1949, plaintiff appearing in person and by and through her attorney of record, and the defendant having been personally served with summons and complaint in this action by the defendant accepting service of said summons and complaint on him on the 25th day of July, 1949, at Lewiston, Nez Perce County, Idaho, which Acceptance of Service by the defendant was duly acknowledged by him and is a part of the records and files in this action, and the defendant having certified in said acceptance of service that he is not in the military service of the United States in any capacity whatsoever and not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the default of said defendant having been duly and regularly entered for the defendant's failure to appear, answer, or demur to plaintiff's complaint within the time allowed by law, or at all, and the plaintiff having introduced oral and documentary evidence, and the Court being fully advised in the premises, hereby FINDS:

That the defendant was personally served with summons and complaint in this action by the defendant personally accepting service of a copy of said summons and complaint on July 25, 1949, at Lewiston, Nez Perce County, Idaho;

Entered Vol. [illegible] Page [illegible]
Docketed Vol. 20 Page 185

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

that the defendant is not a member of the military service of the United States and is not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended;

That the plaintiff and the defendant intermarried at Southwick, Idaho, on October 13, 1948, and ever since have been and now are, husband and wife.

That the plaintiff is now and has been for more than 20 years last past a bona fide resident of the State of Idaho;

That no children have been born as issue of said marriage;

That the plaintiff and defendant have acquired no property and no property rights need be adjudicated; that the 1948 Chevrolet automobile in the possession of the defendant was acquired by the defendant prior to the marriage of the plaintiff and the defendant and the same is the separate property of the defendant;

That the defendant has been guilty of extreme cruelty toward this plaintiff in the manner following, to-wit:

> That the plaintiff and defendant resided together as husband and wife for four days after the consummation of said marriage; that at the expiration of said four-day period the defendant left for Portland, Oregon, to take a course of study in diesel mechanics, at which time it was agreed that the defendant would return to Idaho and provide a home for the plaintiff and the defendant; that the said defendant completed the course in diesel mechanics and returned to Idaho in January, 1949, but refused to provide a home or to live with this plaintiff, and has since refused to live with or provide for this plaintiff.

From the foregoing Findings of Fact the Court concludes:

1. That the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of cruelty.

2. That the defendant should be awarded the 1948 Chevrolet automobile now in his possession, which is his sole and separate property.

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY ORDERED, ADJUDGED and DECREED:

1. That the bonds of matrimony now and heretofore existing between the

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

plaintiff and the defendant be and they are hereby dissolved, and the plaintiff is granted an absolute decree of divorce from the defendant.

2. The defendant is hereby awarded the 1948 Chevrolet automobile now in his possession, which is his sole and separate property.

3. The plaintiff is hereby restored her former name of "Wilma Cuddy."

DONE in ~~Open Court~~ Chambers this 17th day of August, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Findings & Decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 17th day of Aug., 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

7299

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF
NEZ PERCE

- - - - - - - - - -

10678

NEVA KELTNER, Plaintiff,

-vs-

TRUMAN KELTNER, Defendant.

FILED
AT 10 O'CLOCK A M
AUG 20 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

_D_E_C_R_E_E_

This cause came on duly and regularly for hearing before the Honorable Leo McCarty, Judge of the above entitled Court at Lewiston, Idaho, on the 20th day of August, 1949, the plaintiff appearing in person and with her counsel, Paul W. Hyatt, and the defendant not appearing, and no one appearing for or on his behalf, all after the default of the defendant had been duly and regularly entered in the premises for his failure to demur or answer to plaintiff's Complaint, or in any way appear herein within the time allowed by law, after the defendant had been duly and regularly served with Summons and process in this action, and the necessary affidavit and order having been filed and entered herein in compliance with the Soldiers' and Sailors' Civil Relief Acts, and the Court having heard the evidence adduced on behalf of the plaintiff, and being fully advised in the premises, and finding that the defendant has been guilty of wilful desertion of the plaintiff, and that the allegations of the Complaint are true and supported by the evidence,

NOW, THEREFORE, THE FOLLOWING DECREE IS MADE AND ENTERED BY THE COURT:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 15

PAUL W HYATT
ATTORNEY AT LAW
WEISGERBER BUILDING
LEWISTON, IDAHO

I.

That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same hereby are forever dissolved, and that the plaintiff be and she hereby is awarded and granted an absolute divorce from the defendant, and that the plaintiff and defendant and each of them be and they hereby are restored to the status of single and unmarried persons; that the plaintiff be and she hereby is awarded the care, custody and control of the minor children, to-wit: Yvonne and Donna Jean, with the right to the defendant to visit said children at reasonable times and places; and further, that the defendant be and he hereby is required to pay to the plaintiff/the sum of $30.00 per month on the first day of each month hereafter for the support of said children.

DONE this 20th day of August, 1949.

LEO McCARTY
District Judge.

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 20th day of Aug., 1949.

PHILIP WEISGERBER, Clerk
By [illegible] Deputy

PAUL W HYATT
ATTORNEY AT LAW
WEISGERBER BUILDING
LEWISTON, IDAHO

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

INA EDWARDS ASPLUND, Plaintiff, vs. LUTHER ASPLUND, Defendant.	NO. 10680

FILED
AT 10:30 O'CLOCK A M
AUG 20 1949
PHILIP W. GRUBER
Clerk of the District Court
By E. O. Lee Deputy

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 145

D E C R E E

The above entitled cause came on duly and regularly for trial in Chambers at Lewiston, Idaho, on the 20th day of August, 1949, without a jury, before the Honorable Leo McCarty, Judge of the above entitled Court. The plaintiff appeared in person and by her counsel of record, V. R. Clements, of Lewiston, Idaho, and no person or persons appeared for or on behalf of the defendant, Luther Asplund; and it appearing to the Court and the Court having found that the defendant herein was duly and regularly served with Summons and Complaint in this action in the manner provided by law and that said defendant having failed to appear, demur, answer, or otherwise plead to said Summons and Complaint within the time provided by law, and the defendant having been in default and the default of said defendant having been duly and regularly entered herein pursuant to the Soldiers' and Sailors' Civil Relief Acts as required by law, and the cause having been duly and regularly set for trial and having come on for hearing upon the Complaint of the plaintiff, and witnesses having been called, sworn and examined, and oral

and documentary evidence having been adduced, heard and considered, and the cause having been fully submitted to the Court, and the Court having fully considered the same, and being fully advised in the premises, and finding that the defendant has been guilty of extreme cruelty toward the plaintiff and that the allegations of the Complaint and each and all of them are true and supported by the evidence and that the parties have entered into a property settlement agreement which has been introduced in evidence in the above entitled Court and cause, a triplicate original of which is attached to this Decree, marked "Exhibit A" and by reference made a part hereof the same as if specifically set forth herein, and that said property settlement agreement is fair and equitable, and the Court concluding as a matter of law that the plaintiff is entitled to a Decree of divorce as prayed for in her Complaint, and that said property settlement agreement should be approved by this Decree,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

That the bonds of matrimony now and heretofore existing between the plaintiff, Ina Edwards Asplund, and the defendant, Luther Asplund, be and the same is hereby forever dissolved, and that the plaintiff be and she is hereby awarded and granted an absolute Decree of Divorce from the defendant and that the plaintiff and defendant be and each of them are hereby restored to the status of single and unmarried persons.

That plaintiff's name prior to her marriage was Ina Edwards, which is hereby restored to her.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the written agreement entered into by the plaintiff and defendant on the 5th day of July, 1949, is a fair, just, and equitable provision for the division of the property rights of the plaintiff and defendant, and said agreement, the triplicate original of which is hereto attached marked "Exhibit A" and by reference made a part hereof, the same as if specifically set forth herein, is hereby ratified, approved, and confirmed and declared binding upon the parties; and that the property therein described and set over to the plaintiff be and the same is hereby awarded to her and awarded and decreed to be her sole and separate property, and that the property therein described and set over to the defendant be and the same is hereby awarded to him and adjudged and decreed to be his sole and separate property.

Done this 20th day of August, 1949, in Chambers.

Leo McCarty

Leo McCarty, District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 20th day of Aug., 1949.

PHILIP WEISGERBER, Clerk

By [illegible]
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

ANNE MARY COTTON,

Plaintiff,

vs.

CLARK D. COTTON,

Defendant.

NO. 10444

FILED
AT 10:45 O'CLOCK A M
AUG 20 1949
PHILIP W. GERBER
Clerk of the District Court
By S. C. Beard DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 145

D E C R E E

This cause having come on duly and regularly for hearing before the Honorable Leo McCarty, Judge of the above entitled Court, on this 20th day of August, 1949, the plaintiff appeared in person and by her attorney, V. R. Clements, and no person or persons appeared for or on behalf of the defendant, Clark D. Cotton. It appeared to the Court that the defendant, Clark D. Cotton, was duly, regularly and personally served with process of Summons and Complaint, in the manner provided by law, pursuant to Order of the above entitled Court, and that the said defendant has failed to appear, demur, answer or otherwise plead within the time provided by law, and it appearing to the Court upon reading and filing the Affidavit of Anne Mary Cotton, the plaintiff in the above entitled action, which said Affidavit is filed herein pursuant to the provisions of the Soldiers' and Sailors' Civil Relief Acts, from which it is found that the defendant, Clark D. Cotton, is not now in the military service of the United States of America, in accordance with the terms of said acts, and the defendant having been in default, and his default having been duly and regularly entered and filed herein, and this cause having been duly and regularly set for hearing, and evidence, oral and documentary submitted, and

the cause having been fully submitted to the Court, and the Court having duly considered the same, and being fully advised in the premises, and finding that the defendant has been guilty of extreme cruelty toward the plaintiff and that the allegations of the Complaint, and each and all of them are true and supported by the evidence,

NOW, THEREFORE, based thereon,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage of the plaintiff, Anne Mary Cotton, and the defendant, Clark D. Cotton, be and the same is hereby forever dissolved, and that the plaintiff be and she is hereby awarded and granted an absolute decree of divorce from the defendant, and that the plaintiff and defendant be, and each of them are, hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff's name prior to her marriage was Anne Mary Bastow, which is hereby restored to her.

Dated and signed this 20th day of August, 1949, in Chambers.

Leo McCarty

Leo McCarty, District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original decree in the above entitled cause as the same now appears in file and of record in my office.

WITNESS my hand and official seal this 20th day of Aug, 1949.

PHILIP WEISGERBER, Clerk

By [signature] Deputy

7302

IN THE DISTRICT COURT
of the Fifth Judicial District of the State of Idaho
in and for the County of Oneida

- - -

Bryan C. Gardner, Plaintiff)
)
-vs-) DECREE
)
Joyce M. Gardner, Defendant)

- -

This action came on regularly to be heard and tried before the Court on this 17th day of September, 1949, the Plaintiff appearing in person and by his Attorney, E. L. Scott, and the Defendant not appearing, either in person or by Attorney.

It appears to the Court, and the Court finds, that the summons in this action and a copy of the complaint has been duly served upon the defendant, and that the defendant has failed to appear or plead to Plaintiff's said complaint, and that her default in that behalf has been duly and regularly entered herein.

Evidence was offered for and on behalf of the Plaintiff in support of the allegations of his said complaint and received by the Court, and from which it appears to the Court, and the Court finds, that all of the material allegations of the plaintiff's complaint are true.

And the matter being submitted to the Court for decision, and the Court being fully and sufficiently advised in the premises, and all and singular the law and the evidence being by the Court understood and fully considered:

It is therefore by the Court Ordered, Adjudged, and Decreed: That the bonds of matrimony existing between the Plaintiff, Bryan C. Gardner, and the Defendant, Joyce M. Gardner, be and the same are hereby, wholly dissolved, and each of said parties is hereby released from all of the obligations thereof, and each is restored to the status of a single person.

Dated September 17, 1949

/s/ L. E. Glennon
District Judge

A TRUE COPY, ATTEST:

John H. McAllister
Clerk of the District Court

By Elva Williams
Deputy
(Seal of Court)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE.

* * * * *

JOHN E. NELSON,
Plaintiff,
-vs-
VIOLET PEARL NELSON,
Defendant.

DECREE

Case No. 2252
Date Filed 8/29/49 1:30 P.M.
Fred Hobbs

* * * * *

The above-entitled action came on regularly to be heard and tried before the Court at Chambers in Boise, Ada County, State of Idaho, sitting without a jury, on August 12th, 1949, the plaintiff being present with his attorney, Milo Axelsen, and the defendant not appearing either in person or by attorney; and the Court having heretofore entered default, the Court proceeded to hear the evidence introduced in support of plaintiff's complaint; and the matter having been continued by the Court until August 16th, 1949, the matter came on regularly to be heard on August 16th, 1949, and on said day it appearing to the Court that the defendant is guilty of extreme cruelty; and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED and DECREED, That the plaintiff, John E. Nelson, be divorced from the defendant, Violet Pearl Nelson, and that the bonds of matrimony heretofore existing between the plaintiff and defendant be dissolved;

IT IS FURTHER ORDERED, ADJUDGED and DECREED, That the care, custody and control of Lorin John Nelson, the minor child of plaintiff and defendant be awarded to the defendant, and that plaintiff pay to defendant the sum of $40.00 per month for the support of said child; and

IT IS FURTHER ORDERED, ADJUDGED and DECREED, That the following described real property is hereby awarded to the plaintiff as his sole and separate property:

Lot 11 of Block 14 of Interstate Addition to Nampa, Idaho, according to the recorded plat thereof on file and of record in the office of the Recorder of Canyon County, Idaho.

IT IS FURTHER ORDERED, ADJUDGED and DECREED, That the separation agreement heretofore entered into by the parties hereto is approved.

Dated at Chambers in Boise, Ada County, State of Idaho, this 26th day of August, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO, }
County of Owyhee, } ss.

CERTIFICATE

I, F.M.Hobbs, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Decree-Case #2252-John E.Nelson, vs Violet Pearl Nelson filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of August, 1949.

F.M.Hobbs
Clerk.

By ....., Deputy.

X

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

TWILA MERRICK,

Plaintiff,

-vs-

VIRGIL MERRICK,

Defendant.

No. 10859

D E C R E E

This cause came regularly on to be heard this 11th day of July, A.D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant, be, and the same are hereby absolutely dissolved, and the

T. P. WORMWARD
LAWYER
KELLOGG, IDAHO

said plaintiff be, and she hereby is awarded an absolute divorce from the defendant on the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the defendant is awarded the care, custody and control of said minor child, William Virgil Merrick, of the age of three (3) years,

Done in open Court this 11th day of July, A. D. 1949.

Albert H Featherstone
District Judge.

xxxxxxxxxxxx.

xxxxxxxxxxx

7305

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - -

BERNICE SWOFFORD BERG,	)	
	)	
Plaintiff,	)	NO. 10676
	)	
vs.	)	D E C R E E
	)	
KARL R. BERG,	)	
	)	
Defendant.	)	

- - - - -

This cause came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, at Wallace, Idaho, the 8th day of August, 1949. The plaintiff appeared in person and by her attorney, Alden Hull, and there were no other appearances.

It appeared to the satisfaction of the Court from the records and files herein that the defendant had been personally served with Summons and Complaint and that he had failed to appear, answer or plead within the time provided by law, or at all, and that his default has been duly and regularly entered in the premises.

It further appeared to the satisfaction of the Court from the affidavit of the plaintiff that the defendant is not in the military service of the United States as defined by the Soldier's and Sailor's Civil Relief Act of 1940 and acts amendatory thereof.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint, and the Court then being fully advised in the premises made and entered herein its Findings of Fact and conclusions of Law.

NOW, THEREFORE, by virtue of the premises and in accordance with said Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, BERNICE SWOFFORD BERG, and the defendant, KARL R. BERG, be, and the same hereby are, dissolved, set aside and held for naught, and the plaintiff, BERNICE SWOFFORD BERG, is hereby awarded an absolute divorce from the defendant, KARL R. BERG, and is hereby restored to the status of an unmarried woman.

2. Plaintiff is hereby awarded the permanent care and custody of Tosca Honorine Berg and Darwin Karl Berg, the minor children of plaintiff and defendant, but reserving to the defendant the right to visit said children, or have them visit him, at reasonable times and places.

3. The defendant is hereby required to pay the plaintiff the sum of $100.00 per month for the support and maintenance of said minor children.

Dated at Wallace, Idaho, the 8th day of August, 1949.

Entered, Docketed and Filed
Aug 10 1949
Anna K Battick, Clerk Dist Court

ALBERT H. FEATHERSTONE
District Judge

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I hereby certify that the foregoing is a true copy of the Decree on file in my office.

Dated Aug 10 1949

Anna K. Battick
Clerk of District Court
By Deputy

7306

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

Virginia M. Deets,
Plaintiff
vs.
Robert Dale Deets,
Defendant.

No. 10866

D E C R E E

This cause came on regularly to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, at Wallace, Idaho, on the 9th day of August, 1949. The plaintiff appeared in person and by her attorney, Dale Austin, and there was no appearance by or on behalf of the defendant.

It appeared to the satisfaction of the Court from the records and files herein that the defendant has been duly and regularly served with process at Girdwood, Alaska, and has failed to enter an appearance herein and that his default was duly and regularly entered herein.

Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint, and the Court being fully advised in the premises made and entered herein its Findings of Fact and Conclusions of Law.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, AND THE COURT DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony heretofore existing between the plaintiff VIRGINIA M. DEETS, and the defendant ROBERT DALE DEETS, be, and the same are hereby dissolved, set aside and held for naught, and the plaintiff is hereby granted an

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

absolute divorce from the defendant.

2. That the plaintiff is awarded the exclusive care, custody, control, and education of said minor child, to-wit: Robert Charles Deets, now of the age of about six (6) months, subject only to the right of reasonable visitation in the defendant.

Dated this 9th day of August, 1949.

ALBERT H. FEATHERSTONE
DISTRICT JUDGE

Entered, Docketed and Filed
Aug 9 1949
Anna K Battick, Clerk District Court

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original DECREE on file in my office.

Dated at Wallace, Idaho, this 9 day of Aug 1949

Anna K. Battick
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By _____
Deputy

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

HELEN DeROOSE, Plaintiff,

vs.

JOHN DeROOSE, Defendant.

No. 10874

DECREE

This matter coming regularly on to be heard this 11th day of August, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court, and the plaintiff appearing in person and being represented by her counsel, Sennett S. Taylor and the defendant being absent and not being represent by counsel. And it appearing that the defendant was personally serviced with summons and thereafter his default was duly entered for the reason of his failure to answer or otherwise plead to plaintiff's complaint within the time allowed him for so doing.

WHEREUPON, witnesses were called, sworn and examined and the court having heard and considered their testimony and being advised in the premises and having heretofore made and entered herein its findings of fact and conclusions of law;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be dissolved and that plaintiff be awarded an absolute decree of divorce from defendant.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED the control and custody of Marlene DeRoose and David DeRoose be and it hereby is awarded to the plaintiff with defendant granted the right to see and visit said children at all reasonable times and places.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that defendant be required to pay to the plaintiff on or before

the 1st day of each and every month hereafter the sum of $60.00 for the support and welfare of said children.

Dated this 11th day of August, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
Aug 11 1949
Anna K Battick, Clerk District Court

STATE OF IDAHO
COUNTY OF [illegible] } SS

I do hereby certify that the foregoing is a
copy of the original Decree
on file in my office.
Dated this 11 day of Aug 1949
Anna K Battick

By _____
Deputy

7308

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

JOHNNIE M. BRYAN,
Plaintiff,
vs.
WILLARD P. BRYAN,
Defendant.

NO. 10873

DECREE

This cause came on regularly for trial on the 15th day of August, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, at Wallace, Idaho. The plaintiff appeared in person and by her attorney, Mr. James G. Towles, and the defendant appeared not, the defendant having been regularly and duly served with process and having failed to appear and plead to the plaintiff's complaint within the time allowed by law or at all, the default of the defendant was duly entered in the premises. Witnesses were duly called, sworn, and examined on behalf of the plaintiff, and the Court, having heard and considered the testimony of said witnesses and being now fully advised in the premises, and having heretofore made and entered herein its Findings of Fact and Conclusions of Law,

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the plaintiff, Johnnie M. Bryan, and the defendant, Willard P. Bryan, be and they are hereby dissolved.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the name of the plaintiff be and the same is hereby changed from Johnnie M. Bryan to Johnnie M. Evans.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay to the plaintiff, the sum of $125.00 as and for attorney's fees plus the costs herein.

Dated this 15th day of August, 1949.

Albert H Featherstone
District Judge

This Is a True Copy

District Judge.

Entered, Docketed and Filed
AUG 15 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true
copy of the original Decree
on file in my office.

Dated at Wallace, Idaho, this 15th day of Aug. 1949

ANNA K. BATTICK

Clerk of the District Court
First Judicial District of the State of Idaho
In and for Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

CLARENCE L. CALDWELL,
Plaintiff,

vs.

ANNA CALDWELL,
Defendant.

No. 10802

D E C R E E

This cause came on regularly to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, at Wallace, Idaho, on the 22nd day of August, 1949, at 10:30 A.M. The defendant and cross-complaintant appearing in person and through Dale Austin, her attorney of record; and it appeared to the satisfaction of the Court from the records and files herein that the plaintiff and cross-defendant was duly and regularly served with the answer and cross-complaint, and has failed to answer or otherwise plead as required by law and that plaintiff and cross-defendant's default for so failing to appear has been duly and regularly entered herein;

It further appearing that the parties hereto by and through their attorneys have filed a stipulation waiving notice of time and place of hearing, and written findings of fact and conclusions of law;

Whereupon corroborative evidence was offered and received substantiating the material allegations of the cross-complaint and disproving the controverted allegations of the original complaint, and the Court being fully advised in the premises;

NOW THEREFOR, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, and the Court does hereby ORDER, ADJUDGE, AND DECREE:

1. That the bonds of matrimony heretofore existing between

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

the defendant and cross-complaintant ANNA CALDWELL, and the plaintiff and cross-defendant CLARENCE L. CALDWELL, be, and the same are hereby dissolved, set aside and held for naught, and the defendant and cross-complaintant is hereby granted an absolute divorce from the plaintiff and cross-defendant.

2. That the care, custody, control, and education of said minor children, to-wit: Judith Annette Caldwell, now of the age of about 8 years, and Joyce Linda Caldwell, now of the age of about 6 years, is hereby awarded to the defendant and cross-complaintant.

3. That plaintiff and cross-defendant pay to the defendant and cross-complaintant and her attorney the sum of Two Hundred Dollars ($200.00) for defendant and cross-complaintant's attorneys fees and Twenty-Five Dollars ($25.00) for Court Costs herein.

4. That plaintiff and cross-defendant pay to defendant and cross-complaintant the sum of Sixty Dollars ($60.00) per month for the support and education of said minor children, to-wit: Judith Annette Caldwell, now of the age of about 8 years, and Joyce Linda Caldwell, now of the age of about 6 years.

Dated this 22nd day of August, 1949.

ALBERT H. FEATHERSTONE
DISTRICT JUDGE

Entered, Docketed and Filed
AUG 22 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 22nd day of Aug. 1949

ANNA K. BATTICK
Clerk [illegible] Court
First Judicial District Court for
Shoshone County, Idaho
By Betty Burster
Deputy

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - -

AGNES B. PRIZEMAN, Plaintiff, vs. WILLIAM H. PRIZEMAN, Defendant.	)	No. 10904 D E C R E E

- - - - -

This matter coming on regularly to be heard on this 24th day of August, 1949, at the hour of 2:00 o'clock P.M. on said day, plaintiff being present in person, with her witnesses, and through her attorneys, and the defendant appearing through his attorney, Mr. Chas. E. Horning, and the default of the defendant having been duly and regularly entered after the examination of defendant's demurrer to plaintiff's complaint without argument, the overruling of the same by the Court, and the defendant having stated in open Court that he refused to plead further and refused to accept an extension of time in which to further plead, and upon witnesses being sworn, were examined on behalf of plaintiff, and a stipulation having been filed waiving Findings of Fact and Conclusions of Law, and the Court having heard the evidence of the witnesses for plaintiff and being fully advised as to the law and in the premises,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree that the plaintiff be and she is hereby granted a decree of absolute divorce from the

defendant;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the minor child, Marilyn Prizeman, be given in to the sole care, custody and control of plaintiff.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
AUG 24 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 24th day of Aug. 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

GRACE RITA MANRING, Plaintiff,) No. 10725

-vs-) D E C R E E

SAMUEL ALVIN MANRING, Defendant.)

This cause came regularly on to be heard this 25th day of August, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon the Complaint of the Plaintiff and taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and

T. P. WORMWARD
LAWYER
KELLOGG, IDAHO

defendant, be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is awarded an absolute divorce from the defendant on the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That defendant herein pay the amount of $125.00 as reasonable attorney's fees, together with the costs of this action.

Done in open Court this 25th day of August, A.D. 1949.

Elbert H. Featherstone
District Judge

A True Copy.

District Judge

Entered, Docketed and Filed
AUG 25 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 25th day of Aug. 19 49

ANNA K. BATTICK

Clerk of the District Court
First Judicial District of Idaho
Shoshone County, Idaho

By Betty Burster
Deputy

T. P. WORMWARD
LAWYER
KELLOGG, IDAHO

7312

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

JOHN SATHER, Plaintiff, -vs- GRACE SATHER, Defendant.) No. 10767

D E C R E E

- - -

This cause came regularly on to be heard this 26th day of August, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon a Complaint of the plaintiff and Answer of the defendant, the same having been duly set for trial and defendant having waived notice of trial. Mr. Robert E. Brown appeared as attorney for the plaintiff, and the defendant did not appear, and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and that said defendant was served with said process in Spokane, Spokane County, State of Washington.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and he hereby is, awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the property settlement entered into between the parties hereto be, and the same is hereby allowed, approved and confirmed by this Court.

Done in open Court this 26th day of August, A. D. 1949.

Albert H Featherstone
District Judge

Entered, Docketed and Filed
AUG 26 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho 26th Aug. 1949

ANNA K. BATTICK

First Judicial District
Shoshone County, Idaho

by Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

MAY CAPPARELLI, Plaintiff,	)	No. 10869
vs.	)	D E C R E E
JOHN CAPPARELLI, Defendant.	)	

This matter coming regularly on to be heard this 26th day of August, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. The plaintiff appearing in person and being represented by her attorney, Sennett S. Taylor. And it appearing that the defendant's demurrer to the plaintiff's complaint having been overruled and the defendant thereupon refusing to plead any further in this matter his default was ordered entered in this matter.

WHEREUPON witnesses were called, sworn and examined in this matter and their testimony having been heard and considered by the court and Findings of Fact and Conclusions of Law having been waived by the parties herein;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be dissolved and that the plaintiff be, and she hereby is, awarded an absolute divorce from the defendant.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the control and custody of Jimmy Capparelli, Mary Capparelli, and John Capparelli, minor children of the plaintiff and defendant, be, and it hereby is, awarded to the plaintiff with the defendant granted the right to see and visit said children at all reasonable times and places.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff be awarded as her full share of said community property the following real and person property, to-wit:

> The Sitting Bull Lode Mining Claim located in the Evolution Mining District, County of Shoshone, State of Idaho, as recorded in Book 27 of Quartz Locations on Page 452 thereof, together with the dwelling house located on said claim and all household goods and furniture in said dwelling house. Subject to an option to purchase said property given to the defendant according to the terms and conditions of an agreement entered into between plaintiff and defendant and hereby made a part of this decree.

and that defendant as his full share of said community property be awarded all the remainder of said community property including the following, to-wit:

> The Chief Red Cloud, Cap's Lode No. 1, Terror Group No. 7, Terror Group No. 9, Terror Group No. 3, and Terror Group No. 4 Lode Mining Claims as recorded in the office of the County Recorder of Shoshone County, State of Idaho, together with that real property set forth in Quitclaim Deed No. 124854 and recorded in Book 76 of Deeds on Page 131 thereof office of the county recorder of said county and state.

DATED this 26th day of August, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
AUG 26 1949
Anna K. Battick Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hersby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Wallace, Idaho, this 26th day of Aug. 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho
By Betty Burster Deputy

(COPY)

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
OF IDAHO, IN AND FOR THE COUNTY OF TETON

Myrtle Williams,
Plaintiff,
vs.
Joe Williams,
Defendant.

D E C R E E

This cause came on regularly for hearing on the 26th day of August, 1949, before the Court at Chambers at Idaho Falls, Idaho, S. H. Atchley, of Driggs, Idaho, appearing as counsel for plaintiff and noone appearing for the defendant Joe Williams, and it appearing that the defendant was duly served with summons and a copy of the summons and complaint, as shown by his Admission of Due Service on file in said cause; and it further appearing that the default of the defendant has been duly entered as of August 25, 1949, and evidence having been produced on behalf of said plaintiff, both oral and documentary, including that certain Property Settlement Agreement made and entered into August 5, 1949, between said plaintiff and defendant, wherein and whereby a complete disposition of the community property belonging to said parties was made, and said cause having been submitted to the Court for its determination, the Court proceeded to consider the evidence adduced in support of the allegations contained in the complaint, which complaint was taken as confessed.

The Court finds from the testimony of the plaintiff and her witness that the allegations contained in her said complaint are true and are sustained by the evidence, free from all legal exceptions and objections as to its relevancy, competency and materiality that plaintiff is entitled to a divorce as prayed for in her complaint; that the Property Settlement Agreement is fair and has been considered by the Court and a copy of same is attached hereto and adopted as a part of this decree.

It is ordered, adjudged and decreed, that the bonds of matrimony heretofore and now existing between the plaintiff Myrtle Williams and the defendant Joe Williams be, and the same are hereby, dissolved absolutely.

It is further ordered, adjudged and decreed that the defendant is not serving in the armed forces of the United States and is not entitled to a stay of proceedings under the Soldiers' and Sailors' Civil Relief Act, as appears from his Admission of Due Service.

The custody of their minor children Josephine Williams and Robert Williams is hereby awarded to the plaintiff.

Also, it is hereby ordered, adjudged and decreed that the plaintiff be, and she is hereby awarded the following property belonging to plaintiff and defendant:

W½W½, Sec. 4; E½SE¼, and Tax Nos. 297 and 450 in Sec. 5, being described: Tax No. 297, Beginning at SW Corner of NE¼SW¼, Sec. 5-6-45, thence E. 160 rds., thence N. 13.2 rds., thence W. 160 rds., thence S. 13.2 rds, to beginning; No. 450, Beginning at SE Corner of SW¼SW¼, Sec. 5-6-45, thence N. 1520 ft., thence W. 369.6 ft., thence S. 11°31' E. 790 ft., thence W. 1130 ft., thence S. 782 ft., thence E. 1342 ft.; SW¼SE¼ and SE¼SW¼, said Sec. 5; N½ of Sec. 8- all in Twp. 6 N., R. 45 E. B. M., Teton county, Idaho. Also, all farm machinery and all livestock(About 35 head of cattle), 1 house trailer and balance owing upon escrow agreement held by Arco Bank at Arco, Idaho, in sum of approximately $10,000.00.

Title in fee thereof is hereby divested from the defendant and transferred to the plaintiff.

The defendant is hereby awarded the following community property belonging to plaintiff and defendant in fee and title thereto is divested from the plaintiff and transferred to defendant:

1 Ford Sedan Car;
Lot 4, Block 18, Tetonia Townsite, Teton county, Idaho; an undivided one-third interest in The Mint Bar and Hotel at Arco, Butte county, Idaho, and following lots in said Arco, Butte county, Idaho:

Lots 1 to 7, Inc., and Lots 10 to 16, Inclusive Block 2; Lots 1 to 15, inclusive, Block 6, all in Third Addition to Arco Original Townsite; Lots 6 and 7, Block 3, Arco Original Townsite, Butte county, Idaho.

Done at Idaho Falls, Idaho, August 26, 1949.

Henry S. Martin

District Judge

(EXHIBIT A)

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made and entered into this 5th day of August, 1949 by and between Myrtle Williams and Joe Williams, husband and wife, hereinafter known as the parties of the first part and second part, respectively, and sometimes referred to as the wife and the husband, WITNESSETH:

Whereas, the parties hereto were lawfully married on the 14th day of March, 1915, at Felt, Teton county, Idaho, and ever since have been, and now are, husband and wife, and

Whereas, in consequence of maladjustments, unhappy differences, the parties hereto have separated and have agreed to live separate and apart during their natural lives, and it is their mutual wish and desire that a full and final settlement of their property rights be settled and determined in this agreement;

Now, therefore, it is agreed that in consideration of the mutual promises, agreements and covenants herein, it is covenanted, agreed and promised by each party hereto, to and with the other party, as follows:

First. That each party hereto is hereby released and absolved from any and all obligations and liabilities for the future acts and duties of the other, both financially and otherewise,, it being the intention of the respective parties to settle for all time all the rights as between themselves that obtain by virtue of their marital status.

Second. That any and all property acquired by either of them shall be his sole and separate property, and each shall have an immediate right to dispose of his sole property as he may choose, including any property he may acquire hereunder.

Third. Each party hereto waives any and all right to the estate of the other and quit-claims any right by the laws of succession, and also release the other to all right to be administrator of the estate of the other; that each shall have the right of a single person and shall maintain the relationship of single persons.

Fourth. The wife accepts the following community personal and real property as her share thereof, to-wit:

W½W½, Sec. 4; E½SE¼, and Tax Nos. 297 and 450 in Sec. 5, said tax numbers being described: 297: Beg. at SW Cor. of NE¼SW¼, 5-6-45, thence E. 160 rds., thence N. 13.2 rds., thence W. 160 rds., thence S. 13.2 rds., to beginning; No. 450: Beg. at SE Cor. of SW¼SW¼, 5-6-45, thence N. 1520 ft., thence W. 369.6 ft., thence S. 11° 31' E. 790 ft., thence W. 1130 ft., thence So. 782 ft., thence E. 1342 ft. SW¼SE¼ and SE¼SW¼, said Sec. 5; North Half of Sec. 8- all in Township 6 N., Range 45 E. B. M.

Also, all farm machinery and livestock- 35 head of cattle, and 1 house trailer and balance owing upon escrow agreement held in bank at Arco, Idaho, in sum of $10,000.00, approximately.

The husband accepts the following as his share: Lot 4, Block 18, Tetonia Towsnite, Teton county, Idaho, and the following in Butte county, Idaho: An undivided one-third insterest in Mint Bar & Hotel, ~~Lots 4, 5, 6~~ in said Butte county.

Also, all ~~lands and~~ 1 Ford Sedan Car.

The above constitute all properties owned by said parties.

Fifth. This agreement has been entered into voluntarily and without undue influence, coercion or misrepresentation.

In Witness Whereof, the parties hereto have set their hands August 5, 1949.

Myrtle Williams

Joe Williams

STATE OF IDAHO)
COUNTY OF TETON) ss.

On this 5th day of August, 1949, before me, the undersigned, a Notary Public in and for said county and State, personally appeared Myrtle Williams and Joe Williams, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my officia seal the date in this certificate first above written.

Shelby H. Atchley

(SEAL)

Notary Public for Idaho
Residing at Driggs, Idaho

Inst. No. 46676

7214

CERTIFICATE OF TRUE COPY

I, Dwight C. Stone, Auditor and Recorder, in and for Teton County, State of Idaho, do hereby certify that the attached is a full, true and correct copy of that certain Decree from Myrtle Willaims to Joe Williams, and recorded in Book 59 of Judgement, at Page 550, of Teton County, filed for record August 29, A. D. 1949, at 11:57 o'clock A. M., and now on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12 day of September, A. D. 1949.

Dwight C. Stone
Auditor and Recorder.

By Louise Grube
Deputy.

7316

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF TWIN FALLS

-o-o-o-o-

LORAINE Z. WYATT

PLAINTIFF

vs.

EVAN E. WYATT

DEFENDANT

DECREE

CIVIL CASE No. 13[illegible]

DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Twin Falls, State of Idaho
AUG 3 - 1949
C. A. Bressee
CLERK
Entered AUG 3 - 1949
DEPUTY CLERK

-o-o-o-o-

THE ABOVE--ENTITLED MATTER having regularly come on for hearing before the Honorable Kales E. Lowe, a Judge of the above-entitled Court, sitting in open court, in the Court Room in the County Court House at Twin Falls, Idaho, on the 3rd day of August, 1949; the plaintiff appearing in person and by her attorney, H. B. Clark, Esq., of Boise, Idaho; and the defendant not appearing in person or by an attorney; and

IT APPEARING TO THE COURT that summons has been duly issued against and served upon defendant and that default of the defendant has been entered, for failure of defendant to appear and answer herein, as required by law, which said default is hereby confirmed and approved by the Court;

WHEREUPON, testimony having been introduced by and in behalf of plaintiff in support of her complaint, and the Court, being fully advised in the premises, finds that plaintiff is, and for more than six weeks last past has been, a bona fide resident of the State of Idaho; that there is no issue of the marriage of the parties hereto, and the parties have no community property except a certain automobile and certain household goods and furniture, with respect to which plaintiff makes no claim herein, and that defendant has been guilty of extreme cruelty towards plaintiff.

NOW, THEREFORE, IT IS HEREBY ADJUDGED, DECREED AND ORDERED as follows: That the marital relation heretofore and now existing between the said plaintiff and defendant be, and the same is hereby dissolved, and that the said plaintiff be, and she is hereby, forever divorced from said defendant.

Dated at ~~Twin Falls,~~ Idaho, this 3rd day of August, 1949.

Burley

Kales E Lowe
DISTRICT JUDGE

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bressee
Clerk of the District Court

Deputy

7317

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

13940

DULA WOLF,)
PLAINTIFF)
VS) DECREE OF DIVORCE
R. P. WOLF,)
DEFENDANT.)

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED AUG 5 1949
Entered AUG 5 - 1949

This cause came on regularly for hearing in open court this 5th day of August 1949, before the undersigned one of the judges of the above entitled court, the plaintiff appearing in person and by her attorney Edward Babcock, and the defendant having been duly and regularly served with summons and complaint, and the defendant having failed to appear and plead to said complaint within the time required by law, and the default of said defendant having been duly entered by the clerk of this court; whereupon witnesses were duly called, regularly sworn and examined in support of the allegations of said complaint and it satisfactorily appearing to the court from the evidence in the case, that the plaintiff and defendant are husband and wife; that the plaintiff is a bona fide resident of the State of Idaho, and has been for more than six weeks next preceding the commencement of this action and that the material averments of said complaint and proved on behalf of the plaintiff are sufficient in law to entitle plaintiff to a judgment and decree of divorce against the defendant. The court being fully advised in the premises both as to the law and the facts, and the making and rendering of findings of fact and conclusions of law having been expressly waived.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

(1) That the bonds of matrimony heretofore existing by and between the plaintiff Dula Wolf and the defendant R. P. Wolf be and the same are hereby dissolved and the plaintiff Dula Wolf is granted an absolute divorce.

(2) That the plaintiff Dula Wolf, be and she is hereby awarded the custody of the minor son John B. Wolf, until he becomes of age.

(3) That the residence and real estate now occupied by the plaintiff and situated in Jerome County, State of Idaho, and described as follows to-wit:

Northeast Fifty Feet of the North Half of Block 40 in Lenz Addition in the Village of Hazelton, Idaho.

together with household furniture included therein be and the same is hereby decreed and awarded to the plaintiff as her sole and separate estate.

Dated in open court this 5th day of August, 1949.

Hugh A Baker
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

E. A. Bullen
Clerk of the District Court

By _____
Deputy

COPY

7318

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

JOE B. BIEHL,

Plaintiff,

vs.

BETTY BIEHL,

Defendant.

13941

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED AUG 5 - 1949
C. A. Bullock
Clerk
Entered AUG 5 - 19
Deputy Clerk

DECREE OF DIVORCE

This cause came on regularly for hearing on this 5 day of August, 1949 before the Honorable Hugh A Baker, one of the judges of the above entitled Court, sitting in open court, the plaintiff appearing in person and by and through his attorneys, Rayborn and Rayborn, and the defendant not appearing either in person or by counsel.

And it appearing to the Court that the defendant has heretofore been duly and regularly served with Summons and copy of complaint in the above entitled action and has filed herein her appearance, and has refused to plead to or answer plaintiff's complaint and has consented that her default may be entered herein, and that the default of said defendant for such failure to appear and answer plaintiff's complaint has been duly entered by the clerk of the above entitled court according to law;

Thereupon evidence was introduced and admitted from which it appears that each and all of the material allegations of plaintiff complaint have been established by competent evidence and the allegations of plaintiff's complaint as to his residence have been duly corroborated by competent testimony;

And it further appearing that a property settlement between the parties has been entered into, a copy of which is hereto attached and marked "Exhibit A" and the said property settlement agreement having been introduced in evidence and found by the court to be fair and equitable, and the same was by the court approved.

And the court, being fully advised in the premises, on motion of attorneys for the plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED, as follows, to-wit:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and the same are hereby, wholly dissolved, and the parties hereto restored to the status of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the property settlement is equitable, fair and just, and that the property settlement agreement, a copy of which is hereto annexed, marked "Exhibit A", be, and the same is hereby, approved and confirmed; and that said property settlement as contained in said agreement be, and the same is hereby, in all respects approved and confirmed

Done in open court this 5 day of August, 1949.

Hugh C Baker
District Judge.

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

E A Bressas
Clerk of the District Court

Deputy

COPY

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made and entered into this 11th day of July, 1949, at Twin Falls, Idaho, by and between Joe B. Biehl, hereinafter referred to as the party of the first part, and Betty Biehl, hereinafter referred to as the party of the second part,

WITNESSETH, That the parties hereto are husband and wife one of the other, and that

WHEREAS, Unhappy and irreconcilable differences have arisen between the parties hereto which make it impossible for them to continue to live together as man and wife, and they will hereafter continue to live separate and apart.

That for and in consideration of the covenants and agreements herein contained the parties have agreed between themselves as follows: That they were married on April the 11th, 1949, and have been man and wife since said date.

It is further agreed and understood by and between the parties hereto that there is no community property belonging to the parties hereto except a small interest in growing crops and an interest in about 300 head of chickens; and it is understood that the party of the first part had certain separate property before their marriage consisting of an equity in 37 acres of farm land south and west of Kimberly, Idaho; and certain miscellaneous farm machinery; and six milk cows and four brood sows and four pigs and one boar; and misc. household and kitchen furniture; all of which property was the separate property of the party of the first part before the marriage of the parties hereto except an electric stove and an electric washing machine, which were bought on installment plan and are being paid for by the party of the first part.

And it is hereby agreed and understood by and between the parties hereto as to what the separate property of the party of the first part is, and what the reasonable value of the property is.

It is further agreed and understood by and between the parties hereto that for and in consideration of the party of the first part paying to the party of the second part the sum of $300.00 in cash, receipt of which is hereby acknowledged, that the party of the second part is to and hereby does release and waive any and all rights against the party of the first part for alimony, support money or rights in and to any and all property belonging to the party of the first part; and that in consideration of the payment as heretofore mentioned in the sum of $300.00 that the party of the second part waives any and all rights of every kind and description against the party of the first part by reason of their marriage contract.

And it is further agreed that hereafter the property and earnings of each of the parties hereto shall belong to the one so earning same, and that all the properties above mentioned and including the community property consisting of the interest in growing crops and the 300 head of chickens shall be the sole and separate property of the party of the first part.

It is further agreed by and between the parties hereto that each of the parties hereto will after the execution of this agreement live separate and apart from the other and that neither will molest, bother or disturb the other in any way.

It is further agreed and understood that in the event divorce proceedings are instituted for a decree of divorce that this agreement may be made a part of the decree of divorce if one should be entered.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year first above written.

Joe B Biehl

Joe B. Biehl

Party of the First Part

Betty Biehl

Betty Biehl

Party of the Second Part

STATE OF IDAHO,)
) ss.
County of Twin Falls,)

On this 11th day of July, 1949, before me, the undersigned, a notary public in and for said state and county, personally appeared Joe B. Biehl and Betty Biehl, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal)

E. M. Rayborn

Notary Public for Idaho

Residence: Filer, Idaho

My commission expires 4/16/53

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

#13846

CHARLES D. SALSBERRY,

Plaintiff,

vs.

DORA I. SALSBERRY,

Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho

DECREE OF DIVORCE. 1949

Entered AUG 5 - 1949

Clerk
Deputy Clerk

The above entitled action came on regularly for hearing before the Court on this 5 day of August, 1949, the plaintiff appearing in person and by and through his attorneys, Rayborn and Rayborn, and the defendant appearing not, either in person or by attorney; and it satisfactorily appearing to the Court that due service of Summons in said action has been made upon the defendant, by publication in the Times-News, for five publications, and that least 26 days intervened between the first and last publication; and that the defendant has failed and refused to appear and answer or otherwise plead to said complaint, and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired and the default of said defendant having been heretofore duly entered.

Evidence having been adduced on behalf of the plaintiff in support of his complaint, and the matter having been submitted to the Court for decision, the Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations in plaintiff's complaint are true and that said defendant has been guilty of cruel and inhuman treatment towards said plaintiff, and that the plaintiff is entitled to a Decree of Divorce from the defendant;

NOW THEREFORE, On Motion of Rayborn & Rayborn, attorneys for the plaintiff, it is hereby ORDERED, ADJUDGED AND DECREED as follows;

That the bonds of matrimony heretofore and now existing between the plaintiff and the defendant be and the same are hereby wholly dissolved, and the parties forever freed from the obligations thereof.

Dated this 5 day of August, 1949.

Hugh A Baker
District Judge

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C A Bellas
Clerk of the District Court

Deputy

X

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

#13938

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED AUG 5 - 1949

ALMA BURGESS, Plaintiff,

vs

JOHN E. BURGESS, Defendant.

DECREE OF DIVORCE.

Entered AUG 5 - 1949

THIS MATTER came on to be heard before the above entitled Court on the 5th day of August, 1949. Plaintiff appeared in person and by her attorney, J. H. Barnes. Defendant did not appear, either in person or by attorney. The record shows that personal service of the summons and complaint in this action was had on the defendant in Twin Falls County on the 9th day of July, 1949; that the defendant failed to appear and answer the plaintiff's complaint, and that on the 1st day of August, 1949, the default of the defendant was entered by the Clerk of this Court. Now, on motion of plaintiff's attorney, IT IS ORDERED that said entry of default be and the same hereby is approved and confirmed.

The plaintiff was sworn and testified, and a witness was sworn and testified in corroboration of plaintiff's testimony as to residence. From the evidence thus adduced, the Court finds that the plaintiff has been a bona fide resident of the State of Idaho for more than six full weeks immediately preceding the commencement of this action; that plaintiff and defendant were married on the 24th day of August, 1924, and are now husband and wife; that there are no minor children involved; that the parties have entered into a property settlement agreement, admitted in evidence as Plaintiff's Exhibit A; that said settlement appears to the Court to be fair and reasonable; that the plaintiff entered into said agreement freely, and that it ought to be

approved by the Court and made a part of this decree; that the defendant has inflicted upon plaintiff extreme mental cruelty as alleged in the complaint herein, and that plaintiff is entitled to a decree of divorce from defendant upon the ground of extreme cruelty.

WHEREFORE IT IS ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the bonds of matrimony now existing between plaintiff and defendant be and they hereby are dissolved, and that each of said parties be, and they hereby are restored to the status of a single, unmarried person; that the property settlement agreement entered into by plaintiff and defendant on the 6th day of July, 1949, and admitted in evidence as Plaintiff's Exhibit A, be and it hereby is approved and incorporated in and made a part of this decree.

Dated this 5th day of August, 1949.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

.....
Clerk of the District Court

.....
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

KENNETH STALEY,

Plaintiff,

-vs-

GRACE STALEY,

Defendant.

#13553

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED AUG 5 - 1949
Clerk
Entered AUG 5 - 1949
Deputy Clerk

THE ABOVE MATTER came on regularly for trial before the undersigned District Judge in open court on the 5th day of August, 1949; the plaintiff appeared in person and by Leonard H. Jacob, one of his attorneys, the defendant appeared by Parry, Keenan, Robertson & Daly, her attorneys. The parties announced in open court that they were ready for trial. The plaintiff then requested permission of the court to dismiss his complaint, the defendant made no objection to the dismissal of the plaintiff's complaint, provided, that trial could immediately be had on the cross-complaint of the defendant. Whereupon, the complaint of the plaintiff was dismissed and trial was had upon the defendant's cross-complaint and answer made by the plaintiff thereto. The defendant then offered evidence oral and documentary in support of her cross-complaint. The parties then rested, and the matter was submitted to the court for decision; and now, the court being fully advised in the premises and the filing of formal findings of fact and conclusions of law having been waived by the parties, the court finds that all of the allegations of the defendant's cross-complaint are true and correct and that she is entitled to the relief prayed for in her cross-complaint, except as to the question of alimony and support money which have been agreed upon by the parties.

PARRY, KEENAN, ROBERTSON & DALY
LAWYERS
TWIN FALLS, IDAHO

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff and defendant are hereby dissolved and set aside and the parties hereto are absolutely divorced one from the other, and each is restored to the status of an unmarried person.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the custody and control of the minor children of the parties to this action, to-wit: Bonnie Jean Staley of the age of 4½ years or thereabouts, and Janet Lee Staley of the age of 2½ years or thereabouts, be and the same is hereby awarded to the defendant.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff Kenneth Saley pay to the defendant Grace Staley for the support, maintenance and care of each of said minor children, the sum of Fifty and no/100 Dollars ($50.00) per month, making a total of One Hundred and no/100 Dollars ($100.00) per month to be paid on such account, the first such payment to be made on or before the 1st day of September, 1949 and thereafter on the 1st day of each successive month.

AND IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff Kenneth Staley pay to the defendant Grace Staley as alimony for her own support and maintenance, the sum of Ten and no/100 Dollars ($10.00) per month, payable on the 1st day of each and every calendar month commencing with the month of September, 1949.

And the parties having agreed that there is owing from the plaintiff to the defendant the sum of Six Hundred & Seventy ($ 670.00) for temporary alimony and support payments heretofore ordered to be made by the court in this action, and that said debt ought to be retired at the rate of Forty and no/100 Dollars ($40.00) per month;

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff Kenneth Staley pay to the defendant Grace Staley the sum of Forty and no/100 Dollars ($40.00) in addition to the sums hereinabove set forth, payable September 1, 1949, and

continuously on the 1st day of each and every month thereafter until said total sum of Six Hundred + Seventy ($ 670 00) has been retired, without interest.

Done in open court this 5 day of August, 1949.

Hugh H Baker
District Judge.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C A Reeves
Clerk of the District Court

Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

Anna S. Parrott,

Plaintiff,

Vs.

Christian Allen Parrott,

Defendant.

DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Twin Falls State of Idaho

DECREE.

FILED AUG 10 1949

Entered AUG 10 1949

This cause came on regularly for trial before the undersigned, one of the Judges of the above entitled Court, at Chambers, in the County Court House, in the City of Burley, Cassia County, State of Idaho, upon this 8th day of August, 1949. The plaintiff appeared in person and by and through her attorney of record, Ray D. Agee. The defendant did not appear, and it appeared to said Judge, and he hereby finds, that the defendant, Christian Allen Parrott, has been duly and regularly served with summons in this action and, having appeared herein, and having thereafter withdrawn his appearance from this action and refused to plead further therein and consented that his default might be entered herein at any time thereafter, the default of the defendant, Christian Allen Parrott, in the premises, has been duly and regularly entered herein according to law.

Whereupon, witnesses on the part and behalf of the plaintiff were duly sworn and examined and evidence introduced and admitted, including a property settlement agreement, dated August 6, 1949, made and entered into between the parties hereto, wherein and whereby it is agreed that their property rights and interests have been settled and adjusted as hereinafter set forth and decreed, and the evidence, being closed, the cause was submitted to the said Judge for his consideration and decision and, after due deliberation thereon, the said Judge hereby finds and decides: That for a long time last past, the defendant has wilfully, wrongfully and intentionally treated the plaintiff with extreme cruelty and has inflicted grievous bodily injury and grievous mental suffering upon the plaintiff by his acts and conduct; that there is no child, who is the issue of said marriage; that there is a minor child, who has been duly, regularly, and legally adopted by the parties hereto; that said minor child is the child of the plaintiff by a former marriage; that it is of the age of eleven years and its name is Patricia May Bourne Parrott; that said minor child is now in the care and custody of the plaintiff, within Twin Falls County, State of Idaho; that the plaintiff is a fit and proper person to have the care, custody and control of said minor child; that each and every allegation set forth or contained in plaintiff's complaint herein is true and correct; and that the plaintiff is entitled to all the relief prayed for in her said complaint now on file herein except as hereinafter modified; and, being now fully advised, both in the law and in the premises, the said Judge hereby makes and enters his judgment and decree as follows:

Wherefore, by virtue of the law and by reason of the premises, aforesaid, it is hereby ordered, adjudged and decreed that the bonds of matrimony now and heretofore existing between the plaintiff, Anna S. Parrott, and the defendant, Christian Allen Parrott, be, and the same are hereby, wholly and absolutely dissolved, and

that said parties be, and they are hereby, forever freed from the obligation thereof, and that a decree of absolute divorce be, and the same is hereby, rendered and entered herein in favor of the plaintiff and against the defendant.

And it is further ordered, adjudged and decreed that said property settlement is equitable, fair and just, and that said property settlement agreement be, and the same is hereby, duly approved and confirmed, and that said property settlement, as contained in said agreement, be, and the same is hereby, in all respects, approved and confirmed.

And it is further ordered, adjudged and decreed that the care, custody and control of said minor child, namely, Patricia May Bourne Parrott, be, and the same are hereby, awarded to the plaintiff, Anna S. Parrott, and it is further ordered, adjudged and decreed that the plaintiff shall support and maintain said minor child, and that the defendant shall not be required to contribute anything for the support and/or maintenance of said child.

And it is further ordered, adjudged and decreed that the following described and/or mentioned property, and each and every part thereof, and each and every interest therein, be, and the same is hereby, set aside, transferred, awarded, set over, conveyed, assigned and decreed to the plaintiff, Anna S. Parrott, as her sole and separate property, free and clear of and from any and all claims of the defendant, Christian Allen Parrott, therein or thereto, to wit: That certain personal property, now situate and being in Twin Falls County, State of Idaho, particularly described as follows:

One electric range stove. One davenp. One piano. One 1939 Chevrolet sport sedan automobile, motor No. 2490338, serial No. 6JA0426320. And all other community property now in the possession of or under the control of the plaintiff.

And it is further ordered, adjudged and decreed that the following described and/or mentioned property, and each and every part thereof, and each and every interest therein, be, and the same is hereby, set aside, transferred, awarded, set over, conveyed, assigned and decreed to the defendant, Christian Allen Parrott, as his sole and separate property, free and clear of and from any and all claims of the plaintiff, Anna S. Parrott, therein or thereto, to wit:

That certain real property, lying, situate and being in Twin Falls County, State of Idaho, particularly described as follows:

Beginning at a point two hundred thirty-three feet West of the Southeast corner of lot eighteen of Surtees Subdivision, and running thence North two hundred twenty-four feet; thence East fifty feet; thence South two hundred twenty-four feet; thence West fifty feet to the point of beginning; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

And all community personal property now in the possession of the defendant, Christian Allen Parrott.

Dated this 8th day of August, 1949.

Dales E. Lowe
Judge of the District Court.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the office recording same.

Clerk of the District Court

Deputy

7323

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

#13948

LUCILLE GREEN,

Plaintiff,

vs.

LOWELL GREEN,

Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED AUG 12 1949
E. A. Bellows Clerk
Entered AUG 12 1949
Deputy Clerk

DECREE OF DIVORCE

The above entitled action came on regularly for hearing before the Court on the 5th day of August, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn & Rayborn, and the defendant having heretofore filed a demurrer in answer to plaintiff's complaint, and later on the 5th day of August 1949 having withdrew said demurrer, and refused to plead further and consented that the default of the defendant should be entered and the default of the said defendant having been heretofore duly entered.

And evidence having been adduced on behalf of the plaintiff in support of her complaint, and the matter having been fully submitted to the Court for decision. The Court having duly considered same and being fully advised in the premises, and it appearing to the Court that the material allegations in plaintiff's complaint are true and that the said defendant has been guilty of extreme cruelty, and that the plaintiff is entitled to a Decree of Divorce from the defendant.

NOW THEREFORE, on Motion of Rayborn & Rayborn, attorneys for the plaintiff, it is Hereby ORDERED, ADJUDGED AND DECREED as follows;

1. That the bonds of matrimony heretofore and now existing between the plaintiff, Lucille Green and the defendant Lowell Green, be and the same are hereby dissolved, and the parties forever freed from the obligations thereof.

2. Plaintiff is hereby awarded the care, custody and control of Susan Green, nine years of age and Sally Green, five years of age minor children of the plaintiff and defendant; and plaintiff is hereby awarded the care, custody and control of an unborn child, which is expected to be born on or about the 15th day of August, 1949.

Defendant to have the right to visit said minor children at reasonable times, periods and intervals.

3. Plaintiff is hereby awarded as her sole and separate property, all household and kitchen furniture, which is now in her possession at Odgen, Utah.

4. Defendant is hereby ordered to pay to the plaintiff the sum of $25.00 per month as permanent alimony for her support and maintenance; said sum to be paid on the 15th day of August 1949 and a like sum of $25.00 on the 15th day of each and every month thereafter, as long as the plaintiff shall remain single and unmarried.

5. It is further Ordered, Adjudged and Decreed that the defendant pay to the plaintiff the sum of $100.00 per month for the support and maintenance of the minor children of the plaintiff and defendant, until the further order of this Court, said amount to be paid as follows; $50.00 on the 15th day and $50.00 on the 1st day of each and every month herein, first payment to be made on August 15, 1949.

Dated this 12 day of August, 1949.

Hugh A. Baker
District Judge

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

Clerk of the District Court

Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

MARTHA LARSON,
Plaintiff

vs.

LOUIS LARSON,
Defendant.

DECREE OF DIVORCE

AND

APPROVAL OF PROPERTY SETTLEMENT

The above entitled matter coming on for hearing this, the 5th day of August, 1949, the plaintiff appearing in person and by her attorney, J. H. Sherfey, and the defendant not appearing or being represented by counsel, and it appearing to the Court that the default of the defendant has been entered by the Clerk of this Court herein;

It further appearing to the Court that the defendant has been duly and regularly served with summons and complaint, and has failed to answer said complaint within the time allowed by law; and that said defendant is by the Court adjudged to be in default herein;

Witnesses having been sworn and testified for and on behalf of the plaintiff, documentary evidence having been introduced, and it appearing from said testimony and exhibit introduced herein that all of the material allegations of plaintiff's complaint have been sustained by competent testimony; and that the plaintiff is entitled to the relief prayed for in her complaint;

It further appearing to the Court that there are four minor children the issue of the marriage of plaintiff and defendant, namely:

Beverly Larson, age 10 years,
Mary Jo Larson, age 7 years,
Redge Larson, age 2 years,
Rodney Larson, age 7 months,

who are now in the care, custody and control of the plaintiff.

It further appearing to the Court that the defendant has been guilty of extreme cruelty toward the plaintiff without fault on the part of the plaintiff and said extreme cruelty consists of the defendant leaving the plaintiff and said minor children alone at night a great portion of the time; and that said conduct on the part of the defendant has caused the plaintiff to worry and grieve; and that said acts have existed since November, 1948, and were willful on the part of the defendant and without cause or provocation or fault on the part of the plaintiff.

It further appearing to the Court that prior to the commencement of this action, the plaintiff and defendant entered into a property settlement dated the first day of July, 1949; and that said settlement appears to the Court to be a reasonable settlement of property rights existing between plaintiff and defendant.

In said settlement it is agreed that the plaintiff should have as her sole and separate property all household goods, kitchen furniture, beds and bedding and all property in the home of plaintiff and defendant, excepting the personal effects of the defendant; and that the plaintiff should have as her sole and separate property one certain 1948 Studebaker sedan, and that all of said property should be free and clear of encumbrances; and that the defendant should liquidate all indebtedness against said property; and that the defendant should pay to the plaintiff a reasonable sum of money for the support of the plaintiff and the minor children of plaintiff and defendant, beginning on the first day of July, 1949;

And it appearing to the Court that the sum of $75.00 per month is a reasonable sum to allow the plaintiff for her support; and that $125.00 per month is a reasonable sum to allow the plaintiff for the support of the minor children of plaintiff and defendant.

And that the plaintiff should have the sole and exclusive possession of the home now occupied by the plaintiff and defendant N ortheast of Buhl, Idaho.

That the defendant should have as his sole and separate property all farm machinery and farm equipment belonging to plaintiff and defendant, and all their interest in growing crops on 120 acres of land Northeast of Buhl, Idaho; and that the defendant should liquidate all indebtedness of the parties hereto.

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED That the plaintiff do have a decree of divorce dissolving the bonds of matrimony existing between plaintiff and defendant.

That the plaintiff have the care, custody and control of the minor children of plaintiff and defendant, namely:

Beverly Larson, age 10 years,
Mary Jo Larson, age 7 years,
Redge Larson, age 2 years,
Rodney Larson, age 7 months,

That the defendant have the right to visit said children of the plaintiff and defendant at reasonable times and under reasonable conditions.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant be required to pay to the plaintiff as permanent alimony for her support the sum of $75.00 per month, due and payable on the first day of July, 1949 and on the first day of each and every month thereafter;

That the defendant pay to the plaintiff the sum of $125.00 per month for the support of the minor children of plaintiff and defendant, beginning on the first day of July, 1949 and due and payable on the first day of each and every month thereafter.

IT IS ORDERED, ADJUDGED AND DECREED That the agreement and property settlement entered into between the plaintiff and defendant on the first day of July, 1949, be, and the same is hereby approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff have as her sole and separate property all household goods, kitchen furniture, beds and bedding and all property in the home of plaintiff and defendant, and one certain 1948 Studebaker sedan; and that all of said property be free and clear of all indebtedness, excepting that the defendant have all clothing and personal effects of the defendant in the home of plaintiff and defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant have as his sole and separate property all farm machinery and farm equipment belonging to the plaintiff and defendant;

That the defendant have as his sole and separate property all of the interest of the plaintiff and defendant in and to that certain crop growing or harvested on the farm of plaintiff and defendant Northeast of Buhl, Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant be required to liquidate all indebtedness against the said property hereby decreed to the plaintiff herein.

Dated this 8th day of August, 1949.

(SEAL)

Hugh A. Baker
District Judge.

#13931
DISTRICT COURT
Seventh Judicial District
County of Twin Falls, State of Idaho
FILED AUG 23 1949
C. A. Bulles Clerk
Irene C. Nielsen Deputy Clerk
Entered AUG 23 1949

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bulles
Clerk of the District Court
Irene C. Nielsen
Deputy

Copy

7325

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS. 13976

MABEL MATTHEWS, Plaintiff,
VS
RICHARD MATTHEWS, Defendant.

DECREE OF D[illegible]

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED AUG 26 1949
C. A. Bullis Clerk
By Irene C. Nielsen Deputy Clerk
Entered AUG 26 1949

THIS MATTER came on to be heard before the above entitled Court on the day of August 1949. Plaintiff appeared in person and by her attorney, Guy L. Kinney; defendant did not appear, and it being shown to the Court that on the 11th day of August, 1949, there was filed herein defendant's affidavit admitting the receipt of a copy of the summons and complaint in this action; his refusal to plead to the complaint herein and consenting to his default for failure to plead being entered; and subjecting himself to the jurisdiction of this Court for all purposes connected with this action; it appearing further that on the 11th day of August, 1949, the default of the defendant for failure to plead was entered by the Clerk of this Court; now, on motion of plaintiff's attorney, it is ORDERED that said entry of default be and it is hereby approved and confirmed.

Plaintiff was sworn and testified, and a witness was sworn and testified in corroboration of plaintiff's testimony as to her residence. From the evidence thus adduced, the Court finds that the allegations of the complaint as regards the residence of the plaintiff, the marriage of the parties; that there are no minor children born of said marriage; that there is no community property involved in this action; That a settlement of the respective property rights of the parties having been adjusted prior to the filing of this suit; and that the defendant has treated the plaintiff with extreme cruelty by the infliction of grievous mental suffering upon her, are all true.

From the facts thus found, from the evidence introduced, by the Plaintiff, the Court concludes that the plaintiff is entitled to a Decree of Divorce from the defendant on the ground of extreme cruelty; further that she is entitled to be restored to her maiden name, Mabel East; and that the settlement of the property rights of the parties, hereto, made prior to the commencement of this action wherein the defendant transfered all his right, title and interest in a certain contract of purchase of certain equipment used by the plaintiff in operating a beauty parlor, and his interest in the lease of the building where the beauty parlor is located, as her sole and separate property; And the giving of all her interests to the defendant One (1) 1939 Model Mercury Sedan automobile., should be approved.

IT IS THEREFORE ORDERED, ADUDGED AND DECREED, and this does order, adjudge and decree, that the marriage between the said plaintiff, Mabel Mathews, and the said defendant, Richard Matthews, be dissolved, and the same is hereby dissolved; that said parties be, and each of them is freed and absolutely released from the bonds of matrimony; that the plaintiff be restored to her maiden name of Mabel East; and that the settlement of the property rights of the parties herein, prior to the commencement of this action as above set forth is hereby approved.

Done in open Court this day of August, 1949.

District Judge.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

Clerk of the District Court

Deputy

7326

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

#13939

BLANCHE M. SMITH, Plaintiff,

vs

LOYD C. SMITH, Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED AUG 12 1949
C. A. Bielen
Clerk
By Entered AUG 12 1949
Deputy Clerk

DECREE OF DIVORCE

THIS MATTER came on to be heard before the above entitled Court on the 12th day of August, 1949. Plaintiff appeared in person and by her attorney, J. H. Barnes; defendant did not appear. It appears of record that personal service of the summons and complaint in this action was had on the defendant in Twin Falls County on the 19th day of July, 1949; it further appears that said defendant has not made any appearance herein since the date of said service, and that, on the 11th day of August, 1949, the Clerk of this Court entered the default of the defendant for failure to appear and plead within the time allowed by law; now, on motion of plaintiff's attorney, IT IS ORDERED that said entry of default be and the same hereby is approved and confirmed.

Plaintiff was sworn and examined, and a witness was sworn and testified in corroboration of plaintiff's testimony as to residence. From the evidence thus adduced, the Court finds that the plaintiff has been a bona fide resident of the State of Idaho for a great many years, and was such resident for six full weeks immediately preceding the commencement of this action; that plaintiff and defendant were married at Twin Falls on September 8, 1945, and are now wife and husband; that there are no children born of said marriage; that there is no property belonging to the community consisting of plaintiff and defendant; that the defendant has treated plaintiff with extreme cruelty, by the infliction upon her of grevious mental suffering; that the defendant is a man of property, and is will able to pay the moderate costs and attorney fee set out in the complaint herein.

From the facts thus found, the Court concludes that the plaintiff is entitled to a decree of divorce from the defendant on the ground of extreme cruelty; that the defendant ought to be required to pay plaintiff's attorney fee and costs of suit herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between plaintiff and defendant be and they hereby are dissolved, and that each of said parties be and they hereby are restored to the status of a single, unmarried person; that the defendant, Loyd C. Smith, be and he hereby is directed to pay to J.H. Barnes, attorney for the plaintiff, the sum of $91.40 for plaintiff's costs of suit and attorney fee.

Dated this 12th day of August, 1949.

Hugh A Baker
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bielen
Clerk of the District Court

By _____ Deputy

7327

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

BOB GOERTZEN,

Plaintiff,

vs.

MARGARET GOERTZEN,

Defendant.

#13954

DISTRICT COURT
Eleventh Judicial District
DECREE OF DIVORCE Falls, State of Idaho
FILED AUG 12 1949
C. A. Bellers
Clerk
Entered AUG 12 1949
Deputy Clerk

THIS CAUSE Came on regularly for hearing on the 12 day of August, 1949, before Honorable Hoyt L Baker Judge of the above entitled court, sitting in open court, the plaintiff being represented by his attorneys, Rayborn & Rayborn, and the defendant not appearing either in person or by counsel.

And it appearing to the Court that the defendant has heretofore been duly and regularly served with Summons and copy of Complaint in the above entitled action, but that said defendant has failed and refused to appear and answer or otherwise plead to said complaint and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired and the default of the said defendant having been heretofore duly entered by the Clerk of the above entitled Court according to law;

Thereupon evidence was introduced and admitted from which it appears that each and all of the material allegations of plaintiff's complaint have been established by competent evidence and the allegations of plaintiff's complaint as to his residence have been duly corroborated by competent testimony;

And the Court being fully advised in the premises, on Motion of attorneys;

IT IS ORDERED ADJUDGED AND DECREED as follows, to-wit:

1. That the bonds of matrimony heretofore existing between the plaintiff Bob Goertzen, and the defendant Margaret

Goertzen, be, and they are hereby dissolved and the parties hereto restored to the status of unmarried persons.

Dated this 12th day of August, 1949.

Hugh A Baker
District Judge.

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

E A Bellers
Clerk of the District Court

Deputy

X

7329

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IDONNA THOMSON,

Plaintiff,

vs

GERALD THOMSON,

Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED AUG 12 1949
Clerk
Entered AUG 12 1949
Deputy Clerk

DECREE

THE ABOVE ENTITLED MATTER coming on for hearing before the Hon. Hugh A. Baker, Judge of the above entitled court, at Twin Falls, Idaho, on the 12th day of August, 1949; the plaintiff appearing in person and by and through her attorneys, Graydon W. Smith and Leonard H. Jacob, of Twin Falls, Idaho, and the defendant not appearing in person or by an attorney; and

It appearing to the Court that regular and proper service of summons and complaint has been made upon defendant, and defendant having failed to appear or answer said complaint in the time allowed by law, and his default having been duly entered herein, the Court does hereby confirm and approve said default;

WHEREUPON, the testimony introduced herein by plaintiff and the Court being fully advised in the premises; the Court hereby finds that the plaintiff and defendant are each fit and proper persons to have the care, custody and control of their minor child, to-wit: Ronald Thomson; that the plaintiff for more than six weeks prior to the commencement of this action was a bona fide resident of the State of Idaho;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. That plaintiff is awarded a divorce upon the grounds stated in her complaint, and that the bonds of matrimony heretofore existing between plaintiff and defendant should be and are hereby dissolved; and

2. That certain property settlement agreement between plaintiff and defendant, marked Exhibit "A" and filed in this action, is hereby confirmed and approved.

3. That the plaintiff is hereby awarded the care, custody and control of said minor child, to-wit: Ronald Thomson, during the nine school months of each year, with the defendant to have the privilege of visiting said child at reasonable times, and that the defendant is hereby awarded the care, custody and control of said minor child during the three summer months of each year with the plaintiff to have the privilege of visiting said child during the said three months at reasonable times.

4. That the defendant is hereby ordered to pay the plaintiff Twenty-five and No/100 Dollars ($25.00) per month for the support of said minor child during the nine school months of each year while said child is in the custody of the plaintiff.

Dated August 12, 1949.

/s/ Hugh A. Baker
District Judge

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in my office entitled action.

E. G. Bulle
Ex-Officio Clerk

7330

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

YVONNE LINCOLN,

Plaintiff,

vs

DALE LINCOLN,

Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED MATTER coming on for hearing before the Hon. Hugh A. Baker, Judge of the above entitled Court, at Twin Falls, Idaho, on the 19th day of August, 1949; the plaintiff appearing in person and by and through her attorneys, Graydon W. Smith and Leonard H. Jacob, of Twin Falls, Idaho, and the defendant not appearing in person or by an attorney, and

It appearing to the Court that regular and proper service of summons and complaint has been made upon defendant, and that defendant has filed his acceptance of service and waiver of time to appear, and his default having been duly entered herein, the Court does hereby confirm and approve said default,

WHEREUPON, the testimony introduced herein by plaintiff and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. That plaintiff is hereby awarded a divorce upon grounds stated in her complaint, and that the bonds of matrimony heretofore existing between plaintiff and defendant should be and are hereby dissolved; and

2. That plaintiff is given care, custody and control of said minor child, to-wit: William Dale Lincoln, with the defendant having the right to visit said child at reasonable and seasonable times and places; and

3. That the defendant is hereby ordered to pay to the plaintiff the sum of Forty and No/100 Dollars ($40.00) per month for the support of William Dale Lincoln, minor child of plaintiff and defendant, during the minority of said child, the first payment to be on the 1st day of August, 1949, and a like sum on the first day of each succeeding month until further order of this court; and

4. That plaintiff is hereby given as her sole and separate property the household furniture heretofore belonging to plaintiff and defendant.

DATED this 26th day of August, 1949.

Hugh A Baker
District Judge
#13967

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C A Bulles
Clerk of the District Court
Irene C Nielsen
Deputy

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED AUG 26 1949
C A Bulles Clerk
Irene C Nielsen Deputy Clerk
Entered AUG 26 1949

7331

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

#13950

VERA MIDDLETON WONACOTT,

Plaintiff,

-vs-

GEORGE W. WONACOTT,

Defendant.

DECREE OF DIVORCE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED AUG 22 1949
C. A. Bellis Clerk
Irene O. Nielsen Deputy Clerk
Entered AUG 22 1949

Now on this 19th day of August, 1949, this matter came on for hearing to the Court. Plaintiff appeared in person and by Earl E. Walker, Esq., her attorney. The defendant did not appear. Witnesses were sworn and testified on behalf of the plaintiff, after which the matter was submitted to the Court for its decision. The Court being fully advised in the premises, and upon consideration of the files and of the evidence, finds that the defendant, George W. Wonacott, has been duly and regularly served with summons herein; that said defendant has failed to appear or answer the plaintiff's complaint on file herein although the time for so doing has wholly expired and is in default and that the defendant's default has been duly entered against him by the Clerk of this Court. The Court further finds that the material allegations of the plaintiff's complaint are true; that the parties hereto have entered into an agreement between them shich said agreement settles their property differences and that the terms of said agreement are fair and reasonable and that same should be approved by the Court.

The Court further finds that the defendant is guilty of extreme cruelty toward the plaintiff and that, by reason thereof, the plaintiff is entitled to a divorce from the defendant and to the restoration of her former name, Vera Middleton.

WHEREFORE, It is Decreed by the Court that the plaintiff be and she hereby is divorced from the defendant; that the agreement between the parties hereto settling their property rights be and the same is hereby approved, and that the plaintiff's former name, Vera Middleton, is hereby restored to her.

Signed this ___ day of August, 1949.

HUGH A. BAKER
DISTRICT JUDGE.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bell
Clerk of the District Court

Irene O. Nielsen
Deputy

7332

IN THE DISTRICT COURT
OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF TWIN FALLS

--:--

GENEVA STANSBERRY, Plaintiff,

vs.

OLIN FRANK STANSBERRY, Defendant.

DECREE OF DIVORCE

--:--

THIS ACTION coming on for hearing before Honorable Hugh A. Baker, one of the judges of this Court, at Twin Falls, Idaho, on August 19, 1949, the plaintiff appearing in person and by her attorney, J. H. Blandford, and it appearing to the Court that the Sheriff of Twin Falls County, Idaho, has made return that he is unable to find said defendant within the County of Twin Falls, State of Idaho, that defendant is not within the State of Idaho and service of process has been made by publication, the last publication of summons having been made on July 28, 1949, and twenty days having expired from and after said date; that an affidavit of mailing has been filed herein showing that a copy of the Another Summons attached to a copy of the complaint was mailed to defendant at his last-known address at Galion, Ohio; that the default of defendant has been entered herein for failure to appear and answer plaintiff's complaint; and it further appearing to the Court that the material allegations of plaintiff's complaint are true, namely, that plaintiff and defendant were married at Greenup, Kentucky, on March 29, 1946; that no children have been born to plaintiff and defendant; that plaintiff and defendant own no real or personal property whatsoever; that plaintiff is and has been a bona fide resident of the State of Idaho for more than six full weeks immediately preceding the commencement of this action; that defendant has treated plaintiff in a cruel and inhuman manner and that said acts of cruelty have caused plaintiff grievous mental suffering; that defendant during his marriage with plaintiff has been guilty of infidelity and failure to support plaintiff;

NOW, THEREFORE, on motion of J. H. Blandford, attorney for plaintiff, IT IS ORDERED, ADJUDGED AND DECREED as follows:

That the marriage relation existing between plaintiff and defendant be absolutely dissolved and said parties forever freed from the obligations thereof and that plaintiff and defendant, and each of them, be restored to the status of a single and unmarried person.

DATED at Twin Falls, Idaho, this 19th day of August, 1949.

#13977

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED AUG 19 1949
Ca Bulles Clerk
Irene C Nielsen Deputy Clerk
Entered AUG 19 1949

HUGH A. BAKER
District Judge

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

Ca Bulles
Clerk of the District Court
Irene C Nielsen
Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON

JUNE ANETRIA DURRELL, Plaintiff,

vs.

AMOS W. DURRELL, Defendant.

D E C R E E

(COPY)

This cause came on for hearing before the Court in open court on this the 16 day of Aug, 1949. Plaintiff was present in person and by Ed. R. Coulter, her attorney of record; defendant was present neither in person nor by attorney and the following proceedings were had:

It appearing that service of process was had upon the defendant by the publication thereof pursuant to an order of the Court duly and regularly made, and that the time for answering said complaint has expired and that the defendant has neither answered or otherwise pleaded to said complaint;

On motion of Ed. R. Coulter, attorney for the plaintiff, the default of the defendant, Amos W. Durrell, is hereby entered.

Thereupon evidence is introduced on behalf of the plaintiff, the taking of testimony is closed and the cause is submitted to the Court for decision.

After due deliberation thereon by the Court, the Court finds that the plaintiff and defendant were married at Las Vegas, Nevada,

June 30, 1946 and three days after said marriage the defendant abandoned the plaintiff without cause, since which time they have lived separate and apart.

The Court further finds that the defendant immediately left Las Vegas, Nevada, where they lived for said three days' time, and departed for parts unknown and since said time the plaintiff has not had any knowledge of the whereabouts of the defendant, and the defendant has, without cause, failed and refused to live and co-habit with the plaintiff, and that this abandonment of the plaintiff by the defendant has continued for more than one year prior to the commencement of said action. That during said time the defendant has refused to provide the plaintiff with the common necessities of life and these actions on the part of the defendant have been without cause on the part of the plaintiff.

WHEREFORE, it is hereby ordered, adjudged and decreed that the plaintiff, June Anetria Durrell, be and hereby she is granted an absolute divorce from the defendant, Amos. W. Durrell.

Done in open court this the 16 day of Aug, 1949.

A. O. SUTTON
District Judge.

STATE OF IDAHO
County of Washington } ss.

7333

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of Decree in the above entitled action of June Anetria Durrell -vs- Amos W. Durrell is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 8th day of Sept, 1949

Naomi Black
Clerk of the District Court

15953

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT IN AND FOR THE COUNTY OF BANNOCK, STATE OF IDAHO

ANTON MAYER, PLAINTIFF,	:	F I L E D Anna Keefe 1949 AUG 12 P.M. 4:16 CLERK, AUDITOR & RECORDER BANNOCK COUNTY, IDAHO
-V-	:	D E C R E E
MYRTLE MAYER, DEFENDANT,	:	

This cause came on to be heard on the 12 th day of August 1949, before the undersigned District Judge of the above entitled Court, John L. Long, appearing as attorney for the plaintiff herein and no one appearing for the defendant, Myrtle Mayer, and it appearing that the defendant, Myrtle Mayer, was duly served with process herein on the 22nd day of July 1949, and said defendant not having answered plaintiff's complaint herein within the time provided by law, or otherwise, and the default of the defendant for not having answered said complaint having been duly entered herein, in the manner provided by law, and evidence having been introduced on behalf of said plaintiff, at said hearing of this cause, both oral and documentary, and said cause having been submitted to the court for its consideration and decision:

NOW, THEREFORE, said court having duly considered the same, makes its findings of fact and decision as follows:

(1) The court finds that all of the allegations contained in the complaint are true and that a divorce should be granted to the plaintiff as prayed for in said complaint.

(2) That the plaintiff in this action is a bona fide resident of Bannock County, State of Idaho, and has been such a resident for longer than the statutory period required by the law before the bringing of an action for divorce.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, and DECREED: That the bonds of matrimony heretofore existing and subsist-

ing between the plaintiff and defendant be forever and perpetually dissolved and the parties hereto restored to the status of unmarried persons with all the rights and privileges appertaining thereto.

Dated this 12th day of August 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Anton Mayer, Plaintiff -vs- Myrtle Mayer, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 13th day of August, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

MARGERY FAYE SWEARINGEN,

Plaintiff,

vs.

FRED H. SWEARINGEN,

Defendant.

21973

DECREE OF DIVORCE

NO. 21973
FILED
A. M. P. M.
SEP 2 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

This matter coming on regularly for trial before the Court without a jury on this 2nd day of September, 1949, the plaintiff appearing in person and with counsel, Wm. F. Galloway, and defendant having been regularly served with summons and having failed to appear and his default having been duly entered; evidence having been introduced by and on behalf of plaintiff; the Court having found, and hereby finds, that each and all of the allegations of plaintiff's complaint are true, and the matter having been submitted to the Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony between plaintiff and defendant be dissolved and that an absolute decree of divorce be granted to plaintiff.

That plaintiff be awarded the custody, control and education of the parties' minor child, Steven Michael Swearingen.

For such other and further relief as the Court may deem just.

DATED and SIGNED at Boise, Idaho, this 2nd day of September, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO)
) ss:
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of September, 1949.

OTTO F. PETERSON
Clerk of the District Court

By Irma Hill
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

NO 21986

CHARLES V. FARNSWORTH,

Plaintiff,

-vs-

BONITA FARNSWORTH,

Defendant.

JUDGMENT.

Filed
A. M. P. M.
SEP 2 - 49

OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

It appearing to the Court that defendant Bonita Farnsworth, was duly served with summons herein and that she has failed to appear and answer within the time allowed by law, and her default has been entered, and the cause coming on to be heard this 2nd day of September, 1949, upon the evidence on the part of the plaintiff, and the Court having considered all the evidence, from which it appears that all the allegations of the complaint are true, and such is found to be the fact, and all and singular the law and the premises being by the Court understood and considered.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage between the plaintiff, Charles V. Farnsworth, and the defendant, Bonita Farnsworth, be dissolved, and the same is hereby dissolved upon the ground of extreme cruelty, and the said parties are after the entry of this decree restored to the status of single persons.

Done in open Court, this 2nd day of September, 1949.

CHAS. F. KOELSCH

Distruct Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Judgment: Charles V. Farnsworth

vs. No. 21986

Bonita Farnsworth

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of September, 1949.

By Irma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

7338

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

****

C.O. 22219
NO. FILED P. M.
A. M. SEP 2 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

MARJORIE DONAHUE,
Plaintiff
-vs-
REX L. DONAHUE,
Defendant

DECREE

THIS CAUSE came on regularly to be heard in open Court on this 2nd day of September 1949, the plaintiff being represented by her Attorney J. M. Lampert, and defendant not appearing.

The time for answer having expired, and no answer or other plea having been made to the complaint herein within the time fixed by law, or at all, and the records showing lawful service of process, and affidavit being on file showing the defendant is not now, and for more than six months last past, has not been in the military service of the United States of America as defined by section 101 (1) of the Soldier's and Sailor's Relief Act of 1940, or any amendment thereof, the default of the defendant was entered.

Evidence having been presented to the court for the plaintiff and there having been corroboration as to the residence of the plaintiff in the State of Idaho as required by the laws of Idaho; the Court finds that the defendant has been guilty of desertion, as charged in the complaint, and the allegations of the complaint

are sustained by the evidence.

The Court also finds that the plaintiff has been a resident of the State of Idaho for the period of more than six full weeks immediately preceding the filing of this action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff and defendant be, and they are hereby dissolved, and the parties hereto are restored to the status of single persons, and it is further ORDERED ADJUDGED AND DECREED that the plaintiff be restored to her maiden name, that of "Marjorie Wescott".

Done in open Court the day, month and year first above written.

CHAS. F. KOELSCH
District Judge.

State of Idaho
ss
County of Ada

I, Otto F. Peterson, Clerk of the District Court of the third judicial District of the State of Idaho, in and for the County of Ada, do certify that the foregoing is a true and correct copy of the original Decree in the above entitled case, being case Docket 22,219; Marjorie Donahue, plaintiff vs Rex L. Donahue, defendant; filed in the above entitled action and remaining now on file in my office at Boise City, Ada County Idaho.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Official Seal this 2nd day of September 1949.

OTTO F. PETERSON
Clerk

By Irma Hill
Deputy Clerk.

7339

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO. 22334

FILED

A. M. P. M.

SEP 2 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

JOHN W. BRENNICKE,

Plaintiff,

v.

LOVIE E. BRENNICKE,

Defendant.

DECREE OF DIVORCE

This matter coming on regularly for trial before the Court without a jury on this 2nd day of September, 1949, the plaintiff appearing in person and with counsel, Wm. F. Galloway, and defendant having been regularly served with summons and having failed to appear and her default having been duly entered; evidence having been introduced by and on behalf of plaintiff; the Court having found, and hereby finds, that each and all of the allegations of plaintiff's complaint are true, and the matter having been submitted to the Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony between plaintiff and defendant be dissolved and that the plaintiff be granted an absolute decree of divorce;

That the plaintiff be awarded the parties' 1930 Model-A Ford car.

For such other and further relief as the Court may deem just.

DATED and SIGNED at Boise, Idaho, this 2nd day of September, 1949.

CHAS. F. KOELSCH

District Judge

STATE OF IDAHO)
) ss:
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of September, 1949.

OTTO F. PETERSON
Clerk of the District Court

By Irma Hill Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

NELLIE EVELYN PRATT
Plaintiff,
vs.
THEODORE R. PRATT
Defendant,

DECREE

COPY
NO. 22350
FILED
A. M. P. M.
SEP 2 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

****

This cause coming on to be heard before the Court on September 2, 1949, Messrs. Martin & Martin, by Homer E. Martin, appearing as counsel for plaintiff and defendant failing to appear either in person or by counsel, and it appearing to the satisfaction of the Court that defendant had been duly and regularly served with copy of summons and complaint according to law and that his time for appearing, pleading to and answering plaintiff's complaint having expired and default of defendant having been duly made and entered for failure to plead to and answer plaintiff's complaint, and plaintiff having filed a proper affidavit showing that defendant is not in the military service of the United States of America, and plaintiff having introduced evidence in support of her complaint and the matter having been submitted to the Court for consideration and decision and the Court having been fully advised in the premises and findings of fact and conclusions of law being waived:

NOW, THEREFORE, upon motion of Martin & Martin, attorneys for plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that plaintiff herein,

Nellie Evelyn Pratt, be and she hereby is given and granted a decree of divorce and the parties hereto and each of them are hereby freed and released from the bonds of matrimony now existing between them.

Done and dated in open Court September 2, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE.

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE : Nellie Evelyn Pratt
vs. No.
Theodore R. Pratt

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of September, 1949.

By Dona Hill, Deputy.

OTTO F. PETERSON,
Clerk.

7341

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * * * * * *

BONNIE ANNIE EMERSON, ALSO KNOWN AS TERESA MARIE EMERSON, Plaintiff, vs. RALPH W. EMERSON, Defendant.	ORDER MODIFYING DIVORCE DECREE TO PERMIT ADOPTION OF CHILD BY ABNER R. HANIG AND MARGERY HANIG AND AWARDING CUSTODY OF CHILD.

* * * * * * * * * * *

The motion of plaintiff for modification of the Judgment and Decree of Divorce made and entered in the above entitled court the 13th day of July, 1940, coming on this date regularly to be heard upon Order To Show Cause and it appearing to the court that the defendant, Ralph W. Emerson, has been personally served with a copy of the Affidavit, Motion For Modification and Order To Show Cause and that the said defendant has wholly failed to appear or plead and the court having heard and considered the proofs adduced by and on behalf of the plaintiff and having heard and considered the testimony of Abner R. Hanig and Margery Hanig; and it appearing to the satisfaction of the court that the said defendant has wholly failed and neglected to contribute toward the support and maintenance of his child, Joseph Frederick Emerson, named in said decree, Joe Fred Emerson, and has completely abandoned said child; that the best interests of the said child will be served by permitting the plaintiff to consent to his adoption by Abner R. Hanig and Margery Hanig of Boise, Idaho, and that the absolute custody of said child should be awarded to the said Abner R. Hanig and Margery Hanig; and the court being

No. 6915 Copy
FILED
A. M.
SEP 6
OTTO A. PETERSON Clerk
By Agnes Langhaar Deputy

fully advised in the premises;

IT IS HEREBY ORDERED That the Judgment and Decree of Divorce made and entered herein the 13th day of July, 1940, be, and the same is, hereby modified; that Bonnie Annie Emerson Frasier, the above named plaintiff, be, and she is hereby, authorized to consent to the adoption of said minor child, Joseph Frederick Emerson, and to consent to the change of name from Joseph Frederick Emerson to Joseph Frederick Hanig and Abner R. Hanig and Margery Hanig are hereby awarded the absolute and exclusive custody and control of said minor child;

IT IS FURTHER ORDERED, That the defendant, Ralph W. Emerson, shall not have any right to visit said child, or have anything to do with said child during his lty;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That Effa V. Skelton and Bonnie Annie Emerson Frasier shall have the right to visit the said child at reasonable intervals and under reasonable circumstances, but shall have nothing to do with the custody, care or control of the said minor child, but shall be hereafter relieved of all responsibility for said child.

Dated this 6th day of September, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Order, Emerson vs Emerson to Modify Decree Can't 16915

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6th day of Sept., 1949.

By B. Opal Eagleson, Deputy.

OTTO F. PETERSON, Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY
NO 22174
FILED
A. M. P. M.
SEP 8 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

GERALDINE LOWELL,

Plaintiff,

vs.

DALE T. LOWELL,

Defendant.

MOTION AND ORDER

Comes now the plaintiff in the above entitled cause, by her attorney Merlin S. Young, and moves the court for its order to amend the final decree of divorce granted to the plaintiff on August 22, 1949 and entered in the Judgment Book No. 5, at Page 327 and to substitute the name of Garrett B. Lowell in the place of Dale T. Lowell in that portion of the decree which awards custody of said child to the plaintiff.

This motion is made on the ground that the name of Dale T. Lowell was inserted in said decree by mistake and in-advertence and that the actual intention of the plaintiff and the court was to award plaintiff the custody of Garrett B. Lowell instead of Dale T. Lowell.

Dated this 9 day of September, 1949.

Merlin S. Young
Attorney for Plaintiff

O R D E R

The plaintiff having this day moved the court for its order amending the final judgment and decree in the above case, and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the above described judgment be amended in line Number two (2) of the last paragraph thereof to read as follows:

"2. That the plaintiff is awarded sole custody and control of Garrett B. Lowell, minor son of plaintiff and defendant."

Dated this 8th day of September, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Motion + Order, Lowell vs Lowell Case # 22174

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of Oct., 1949.

By B. Clyde Engstrom, Deputy.

OTTO F. PETERSON,
Clerk.

7343

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

BERNICE A. MENDENHALL,
Plaintiff,
-vs-
RANDOLPH E. MENDENHALL,
Defendant.

COPY
No. 22357
Filed 11 A.M. SEP 9 1949 P. M.
OTTO F. PETERSON, Clerk
By L. CLYDE EAGLESON DEPUTY

DECREE OF DIVORCE

#2235

The above-entitled cause came on for hearing before the Court in Open Court at Boise, County of Ada, State of Idaho, on the 9th day of September, 1949. The plaintiff appeared in person, and through her attorney, Benj. F. Harrison, and the defendant did not appear, either in person, or by attorney.

It appeared to the Court that the defendant had been served with process by personal service of a copy of the summons and complaint within the state as required by law and had failed to appear and answer the plaintiff's complaint filed in said cause, or otherwise plead thereto, and that no further time had been granted the defendant in which to appear and answer or plead to said cause; and it further appearing from plaintiff's affidavit and satisfactory evidence adduced that the defendant is not, and for more than sixty days prior to the commencement of this action has not been, in any branch of military service of the United States of America, or its allied nations, as contemplated by the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court had ordered the Clerk to enter the default of said defendant according to law.

The plaintiff introduced evidence in behalf of her complaint, which was corroborated by the testimony of one witness as to her

I-bfh

residence, and the cause was submitted to the Court for decision, and after considering the evidence and being fully advised, the Court finds the issues in favor of the plaintiff and against the defendant, and that defendant is guilty of extreme cruelty as alleged in plaintiff's complaint, and plaintiff is entitled to have the bonds of matrimony existing between the plaintiff and defendant dissolved, and to be divorced from the defendant.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff divorced from the defendant.

Chas. F. Koelsch
JUDGE OF THE DISTRICT COURT,
THIRD JUDICIAL DISTRICT,
STATE OF IDAHO.

STATE OF IDAHO)
(ss
COUNTY OF ADA)

I, Otto F. Peterson, County Clerk of the County of Ada, in the State of Idaho, and ex-officio Clerk of the District Court of said County and State aforesaid, hereby certify that I have compared the foregoing copy of the divorce decree in the matter of Bernice A. Mendenhall vs. Randolph E. Mendenhall with the original on file in said action, filed in my office on the 9th day of September, 1949, and that the same is a full, true and correct copy of the said original, with the indorsements thereon, and of the whole thereof, now on file in this office.

WITNESS My hand and the seal of the said District Court this 9th day of September, 1949.

OTTO F. PETERSON
CLERK
BY R. Clyde Eagleson
DEPUTY

(SEAL)

7344

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO 22328
FILED
A. M. P. M.
SEP 9 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

JOHN W. COMBS,

Plaintiff,

vs.

MARGARET WINSTON COMBS,

Defendant.

DECREE OF DIVORCE

THIS CASE CAME ON REGULARLY for hearing before the court at Boise, Idaho, September 9, 1949, plaintiff appearing in person and with his attorney and witness; no person appearing for or on behalf of the defendant.

IT APPEARING to the satisfaction of the court that the defendant has been served for the time and in the manner provided by law, with summons and complaint, and has made no answer or appearance whatever herein, within the time limited by law; that the defendant is not in any military service whatever and that no cause of military service exists precluding entry of default herein, and that the default of the defendant has been duly and regularly entered according to law,

NOW ON MOTION, of the plaintiff the court proceeds to reception of testimony on plaintiff's behalf and being fully advised, express findings of fact and conclusions of law being waived, the court finds generally for the plaintiff and against the defendant and finds the plaintiff entitled to a decree of divorce,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the bonds of matrimony heretofore existing between the plaintiff John W. Combs and the defendant Margaret Winston Combs be and the same are absolutely dissolved and the said parties are finally divorced.

Rendered, dated and entered, September 9, 1949.

Charles E. Winstead
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE OF DIVORCE IN THE CASE OF JOHN W. COMBS VS. MARGARET WINSTON COMBS

rendered September 9, 1949. Case No. 22328

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 9th day of September, 19 49.

By Irma Kelly, Deputy.

OTTO F. PETERSON
Clerk.

7345

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

COPY

NO. 22271 FILED A.M. P.M.
SEP 9 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL Deputy

JUANITA HARDY,
Plaintiff,
vs.
CLARENCE DAVID HARDY, JR.,
Defendant.

DECREE OF DIVORCE

This cause coming on regularly to be heard this day in open Court, the plaintiff appearing in person and by her attorney, W. A. Johnston, and the defendant appearing not, either in person or by attorney; and it appearing to the Court that summons in the above-entitled action was heretofore duly and regularly served upon the defendant outside the state of Idaho pursuant to the authorization of an order duly made and entered herein for personal service of summons on the said defendant outside the state of Idaho, which order is on file herein, and the time for pleading having expired, and it appearing to the Court that the defendant is not in military service of the United States, and the Court having made an order authorizing the default of the defendant to be entered herein, and the default of the defendant having been entered herein as provided by law; and the Court having duly heard and considered the evidence and proof submitted in support of the plaintiff's complaint, and being fully advised in the premises, the Court finds:

That the plaintiff herein, Juanita Hardy, is now and has been a bona fide resident of the state of Idaho for a period of more than six full weeks immediately preceding the commencement of this action; and that all and singular

the allegations of the complaint are true, and that the plaintiff is entitled to the relief sought in her complaint.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the bonds of matrimony heretofore existing between the plaintiff and defendant is dissolved and the obligations thereof released and held for naught.

Done in open Court this 9th day of September, 1949.

Charles E. Winstead

District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce: Juanita Hardy

vs No. 22271

Clarence David Hardy, Jr.

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 9th day of September, 1949.

By Irma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

7346

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * * * * * *

WANDA RUTH CORRIGAL,

Plaintiff,

-vs-

ABRAHAM LINCOLN CORRIGAL,

Defendant.

COPY

NO. 22264

FILED

A. M. P. M.

SEP 9 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL DEPUTY

DECREE OF DIVORCE

* * * * * * * * * * *

THE ABOVE MATTER Came regularly on to be heard the 9th day of September, 1949, plaintiff appearing, together with her attorney, Earl E. Garrity of Nampa, Idaho, and the defendant not appearing by counsel or otherwise.

And it appearing to the court that the defendant had been personally served with process and that the time for making appearance has elapsed and the defendant has failed to appear, answer or plead to the plaintiff's complaint on file herein within the time allowed by law, and it further appearing that the defendant is not in the military forces of the United States, and that the default of the defendant was duly and regularly entered herein on the 9th day of September, 1949;

WHEREUPON, Evidence was introduced on behalf of the plaintiff and the cause submitted, whereupon, the court took the matter under advisement, and it appearing that the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for.

NOW, THEREFORE, On motion of Earl E. Garrity, attorney for the plaintiff, and by reason of the law and by virtue of the premises aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That plaintiff shall have, and she is hereby granted, a divorce from the defendant on grounds of extreme cruelty, and that the bonds of matrimony between the plaintiff and defendant are hereby dissolved, and said parties, and each of them, are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That plaintiff shall have, and she is hereby granted, the care, custody and control of Michael Joseph, minor child of the parties, and that the defendant shall have the right to visit said minor child, and be visited by him at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the defendant shall pay the plaintiff the sum of Twenty-Five ($25.00) Dollars per month for the care and maintenance of said minor child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the plaintiff shall have the household furnishings belonging to the parties, and that the defendant shall have the 1946 Oldsmobile automobile.

Done in open court in Boise, Idaho, this 9th day of September, 1949.

CHARLES E. WINSTEAD

DISTRICT JUDGE

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce: Wanda Ruth Corrigal
vs. No. 22264
Abraham Lincoln Corrigal

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 9th day of September, 1949.

By Donna Hill, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

GERALDINE V. DUNAWAY,
Plaintiff,
-vs-
HOWARD R. DUNAWAY,
Defendant.

JUDGMENT

COPY
COPY
NO. 22224
FILED
A. M. P. M.
SEP 9 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

THIS CAUSE, Coming on regularly for trial this 9th day of September, A.D. 1949, Frank F. Kibler, Esq., appearing as counsel for the plaintiff, and the defendant not appearing by counsel or otherwise, and it appearing to the Court that summons in this cause has been heretofore duly and regularly served upon the defendant herein personally in Canyon County, State of Idaho, and that the defendant has failed to answer, appear, or plead to the plaintiff's complaint herein within the time allowed by law, or at all, and on motion of Frank F. Kibler, Esq., attorney for the plaintiff, the default of the defendant for his failure to so appear, plead or answer plaintiff's complaint herein was duly and regularly entered by the Clerk of this Court on September 9th, 1949, pursuant to Order of the Court.

WHEREUPON, Witnesses were sworn and evidence introduced on behalf of the plaintiff and the cause submitted, from which it appears that all legal exceptions as to its competence, admissibility and sufficiency and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, On motion of Frank F. Kibler, attorney for the plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER ADJUDGE AND DECREE, that the plaintiff shall have, and she hereby is, granted a divorce from the defendant on the grounds of extreme cruelty, and that the bonds of matrimony between said plaintiff and defendant are hereby dissolved; and the parties are hereby restored to the status of singel, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE That the care, custody, control and education of the Pagel.

FRANK, KIBLER
LAWYER
NAMPA, IDAHO

minor child, to-wit: Kenneth LeRoy Dunaway, age about 20 months, a son, be and the same is hereby awarded, given and granted to plaintiff, subject to the right of the defendant to visit said child at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE That the plaintiff, Geraldine V. Dunaway, have judgment against defendant Howard R. Dunaway, for the partial support and maintenance of said minor child to be payable monthly at the rate of $ 25.00 per month, commencing with the month of September, 1949, and a like sum of $ 25.00 per month to be paid during each and every calendar month thereafter until said minor child attains the age of legal majority or further order of the Court;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE that all and every kind of personal property and household goods now in possession of plaintiff be, and the same are hereby awarded, given and granted to her as and for her own sole and separate property and to her heirs and assigns forever.

Done in Open Court at Boise, in Ada County, Idaho this 9th day of September, A.D. 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Judgment: Geraldine V. Dunaway
vs
Howard R. Dunaway

No. 22224

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 9th day of Sept., 19 49.

By Irma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

BETTY JEAN COSSEY
Plaintiff,
vs.
Wm. D. COSSEY
Defendant.

NO 22324
FILED
A. M. P. M.
SEP 13 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

D E C R E E

****

This cause coming on to be heard before the Court on September 13, 1949, Messrs. Martin & Martin, by Homer E. Martin, appearing as counsel for plaintiff and defendant failing to appear either in person or by counsel, and it appearing to the satisfaction of the Court that defendant had been duly and regularly served with copy of summons and complaint according to law and that his time for appearing, pleading to and answering plaintiff's complaint having expired and default of defendant having been duly made and entered for failure to plead to and answer plaintiff's complaint, and plaintiff having filed a proper affidavit showing that defendant is not in the military service of the United States of America, and plaintiff having introduced evidence in support of her complaint and the matter having been submitted to the Court for consideration and decision and the Court having been fully advised in the premises and findings of fact and conclusions of law being waived:

NOW, THEREFORE, upon motion of Martin & Martin, attorneys for plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that plaintiff herein,

Betty Jean Cossey, be and she hereby is given and granted a decree of divorce and the parties hereto and each of them are hereby freed and released from the bonds of matrimony now existing between them.

IT IS FURTHER ORDERED, ADJUDGED and DECREED and this does order, adjudge and decree, that the property settlement agreement heretofore made and entered into by the parties hereto on the 30th day of August, 1949, be and the same is hereby confirmed and approved and made a part of this decree.

Done and dated in open Court, September 13, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO)
County of Ada) ss.

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original decree filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13th day of September, 1949.

OTTO F. PETERSON
Clerk

By Irma Hall
Deputy

7349

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ROBERT J. HARRISON,
Plaintiff,
vs.
MILLICENT C. HARRISON,
Defendant.

DECREE OF DIVORCE

COPY

FILED
22308
A.M. P.M.
SEP 14 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

This cause came on regularly to be heard on the 14th day of September, 1949, upon the verified complaint of the plaintiff herein; and Clarence T. Ward, attorney-at-law, appearing for plaintiff and no one appearing for the defendant, and it appearing to the Court that the said defendant, Millicent C. Harrison, was regularly served with summons issued in this action, and the default of the defendant for failure to answer plaintiff's complaint having heretofore been duly entered in this action, the Court did proceed to hear the evidence submitted on the part of the plaintiff in support of the allegations of the complaint, and proofs having been regularly taken herein, from which it appears that all of the allegations of the complaint are sustained by evidence free from all exceptions as to its competency, admissibility or sufficiency, and it appearing that said matters, so alleged and proven, are sufficient to entitle the plaintiff to the relief prayed for in the complaint, and it appearing that said plaintiff has been a resident of the State of Idaho for a period of more than six full weeks next preceding the commencement of this action, and the Court having heard the evidence and being fully advised in the premises, now, on

motion of Clarence T. Ward, attorney for plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the said Robert J. Harrison, plaintiff, and Millicent C. Harrison, defendant, be and the same are hereby dissolved and the said plaintiff and defendant and each of them be, and they hereby are, absolutely released from the bonds of matrimony and all obligations thereof.

DONE in open Court at Boise, Idaho, this 14th day of September, 1949.

Chas. F. Koelsch.
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Harrison vs Harrison
Case 22308

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14 day of Sept, 1949.

By B. Opal Englesman, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

MYRTLE LEE KEPNER,

Plaintiff,

vs.

JAMES WEAVER KEPNER,

Defendant.

Copy

7350

JUDGMENT

NO. 2 2 1/2 6 FILED P. M.

A. M. SEP 16 1949

OTTO F. PETERSON, Clerk

BY [illegible] DEPUTY

THIS CAUSE, Coming on regularly to be heard on the day of September, 1949, before the Court without a jury, and the plaintiff appearing by deposition and by her attorney, Thornton D. Wyman, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring, or appearing has expired; that the default of said defendant, James Weaver Kepner, for failing to appear, answer, or demur within the time prescribed by law, has been heretofore duly entered herein.

WHEREUPON, Evidence duly corroborated, as required by law, was introduced by the plaintiff from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free and clear from all objections as to competency, admissibility and sufficiency, and it appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony between plaintiff and defendant be, and the same are, hereby forever dissolved.

DATED and SIGNED this 16th day of September, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO)
) ss. CERTIFICATE
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment, Kepner vs. Kepner, No. 22126, filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 16th day of September, 1949.

Otto F. Peterson
Clerk

By B. Faye Eagleson
Deputy

(SEAL)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

FLOYD E. CLARK,

Plaintiff,

-vs-

FREDA CLARK,

Defendant.

* * * * * * * * * * * * * * * * *

NO. 21275
FILED
A. M. P. M.
SEP 19 1949
OTTO F. PETERSON, Clerk
BY DEPUTY

J U D G M E N T

THIS CAUSE, Came on regularly for trial before the Court, sitting without a jury, on the 12th day of July, A.D. 1949, the plaintiff appearing in person and with his attorney Frank F. Kibler, Esq., and the defendant appearing in person and with her attorney J. W. Galloway, Esq.;

WHEREUPON witnesses were sworn and examined on the part of plaintiff, and a property settlement agreement between the said parties was stipulated and agreed upon in open Court, pursuant to stipulation made and appearing in the minutes of the Court, and plaintiff rested, and submitted proof only on plaintiff's second cause of action, to-wit: wilful ddsertion; and defendant rested, and argument of counsel being waived, and the parties having stipulated in open Court that finding of fact and conclusions of law be waived herein, and the Court having announced as a decision that plaintiff was entitled to a divorce upon grounds of wilful desertion, but that the cause be taken under advisement by the Court pending completion and consumation of the property settlement agreement between said parties;

WHEREAS since the submission of said cause, there has now been filed with the Court, a stipulation in writing, entered into by counsel for the respective parties, wherein it is represented to the Court that the property settlement agreement has bedn fully consumated and completed, and that pursuant thereto defendant has received in cash the sum of $1,500.00 and a second mortgage on certain real estate hereafter described for the sum of $359.34, and that the additional sum of $140.66 has been paid to the defendant in cash, making a total payment to the said defendant in the amount of $500.00 as agreed upon and stipu-

FRANK KIBLER
LAWYER
NAMPA, IDAHO

lated in said property settlement, and that the necessary deeds, mortgages and other documents between the parties, and with third persons, in order to effectuate said property settlement, have been made, executed and respectively delivered by said parties and pursuant to their said property settlement agreement;

NOW, THEREFORE, On motion of Frank F. Kibler, Esq., attorney for the plaintiff, and findings of fact and conclusions of law herein having been expressly waived in open Court, and pursuant to the property settlement agreement of the parties as entered in open Court, and the stipulation filed herein that said property settlement agreement has been fully consumated between said parties, and the Court being fully advised in the law and premises, it is:

ORDERED, ADJUDGED AND DECREED and this does hereby ORDER, ADJUDGE AND DECREE that the plaintiff shall have, and he hereby is, granted a divorce from the defendant on the grounds of willful desertion, and that the bonds of matrimony between said plaintiff and defendant are hereby wholly dissolved, and the said parties are hereby restored to the status of single unmarried persons;

ORDERED, ADJUDGED AND DECREED and this does hereby ORDER, ADJUDGE AND DECREE that pursuant to the property settlement agreement of the parties, that the care, custody, control, maintenance and education of the minor child of said parties, to-wit: Ronald Clark, be, and the same is hereby awarded, given and granted to the defendant Freda Clark, as the mother of said child, subject to further order of the Court, and subject to the right of the plaintiff to visit said child at reasonable times and places, and subject to the right of the child to visit with the plaintiff at reasonable times and places, said rights of the parties with reference to said child to be under and pursuant to the plan and method which they have heretofore followed since their separation, wherein and whereby said child and the parties have visited, each with the other, and in such manner as to enhance the best interests and welfare of said child.

ORDERED, ADJUDGED AND DECREED and this does hereby ORDER, ADJUDGE AND DECREE, That pursuant to the property settlement agreement of the parties, that the plaintiff shall pay to the defendant, Freda Clark, for the support and maintenance of said minor child, and judgment is hereby given, granted and entered in favor of the defendant Freda Clark, and against the plaintiff

FRANK KIBLER
LAWYER
NAMPA, IDAHO

Floyd Clark, for the sum of $50.00 monthly, commencing with the calendar month of July, 1949, and continuing monthly thereafter, commencing with the calendar month of August, 1949, such monthly payments to continue, subject to further order of the Court, or until said child shall die, attain the age of legal majority or otherwise bedome self supporting, and it is expresely provided that if, during the summer vacation months, that the said child shall visit with the plaintiff, and be wholly supported and clothed by the plaintiff during such period of visitation, that the payment for such period of visitation shall be proportionately reduced;

ORDERED, ADJUDGED AND DECREED and this does hereby ORDER, ADJUDGE AND DECREE That pursuant to the property settlement agreement of the parties, that there is hereby awarded, given, granted, confirmed and set over, to the plaintiff Floyd E. Clark, and to his heirs, and assigns forever, the following described real estate, as and for his own sole and separate property, said real estate being more particularly described as follows, to-wit:

> The SEly 55 feet of Lots 1 and 3 in Block 13 of the Park Addition to the City of Nampa, Canyon County, Idaho, as the same is numbered and designated on the official recorded plat thereof of record and on file in the office of the recorder of Canyon County, Idaho;

ORDERED, ADJUDGED AND DECREED and this does hereby ORDER, ADJUDGE AND DECREE That the property settlement agreement of the parties entered into and made in open Court during the trial of this action, be, and the same is, hereby confirmed, ratified and approved, and that pursuant to the stipulation of the parties filed herein, the Court does adjudge that certain cash payments to be made to the defendant Freda Clark, have been made and satisfied and fully performed and consumated between the said parties;

ORDERED, ADJUDGED AND DECREED and this does hereby ORDER, ADJUDGE AND DECREE That the division of the personal and household goods and effects as made between said parties, and pursuant to said property settlement agreement, be, and the same is hereby approved, and such division of such personal property, household goods and effects as now made between said parties, is henceforth declared to be the sole and separate property of said parties, and to their

FRANK KIBLER
LAWYER
NAMPA, IDAHO

respective heirs and assigns forever.

DONE IN Open Court at Boise City, in the County of Ada, State of Idaho, this 19th day of September, A.D. 1949.

Charles E. Winstead
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree, Clark vs Clark Case # 21275

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19th day of Sept., 1949.

By B. Clyde Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

FRANK KIBLER
LAWYER
NAMPA, IDAHO

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

GLADYS RUTH SITTON,

Plaintiff,

vs.

WILLARD WARD SITTON,

Defendant.

JUDGMENT

NO. 22205 FILED A. M. P. M. SEP 20 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

THIS CAUSE, Coming on regularly to be heard on the 9th day of September, 1949, before the Court without a jury, and the plaintiff appearing in person and by her attorney, Thornton D. Wyman, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring or appearing has expired; that the default of said defendant, Willard Ward Sitton, for failing to appear, answer or demur within the time prescribed by law has been heretofore duly entered herein,

WHEREUPON, Evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free and clear from all objections as to competency, admissibility and sufficiency, and it appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree;

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony between plaintiff and defendant be, and the same are, hereby forever dissolved.

2. That the care, custody and control of the minor children, Thomas Albert Sitton, Ruth Maxine Sitton, and Michael Willard Sitton, be, and the same are, hereby awarded to the plaintiff.

3. That the plaintiff be, and she hereby is, awarded the sum of $100.00 a month for the support and care of the minor children, said sum to be paid in two installments of $50.00 each per month, beginning with September 17, 1949, the next payment to be made on or before October 3, 1949, and the sum of $50.00 on or before the 3rd day and 17th day of each month thereafter, in accordance with that certain Property Settlement and Agreement dated June 17, 1949, made and entered into by the parties to this action, which said Agreement is hereby approved as amended by this Court as settling their property rights and custody and support of the minor children.

DATED and SIGNED This 20th day of September, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO)
) ss. CERTIFICATE
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment, Sitton v. Sitton, No. 22203, filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of September, 1949.

Otto F. Peterson
Clerk

By B. Pyle Eglesson
Deputy

(SEAL)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

- - - - - -

CARMEN ELLENE STEFFEN,

Plaintiff,

vs.

LOWELL LEON STEFFEN,

Defendant.

- - - - -

JUDGMENT AND DECREE

COPY
NO. FILED 2237
A. M. SEP 20 1949 P. M.
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON Deputy

THIS CAUSE coming on regularly to be heard on the 20 day of September, 1949, before the Court without a jury, Elam and Burke appearing for said plaintiff, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring or appearing has expired, and that the default of said defendant, Lowell Leon Steffen, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered herein.

WHEREUPON evidence, duly corroborated as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility and sufficiency and it further appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and the premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this does ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony between plaintiff and defendant be and the same are hereby forever dissolved.

2. That the care, custody and control of the minor child of plaintiff and defendant, Carmen Dianne Steffen, be and the same is hereby awarded to plaintiff.

3. That defendant be required to pay plaintiff the sum of $50.00 per month for the care and support of said minor child.

Dated: September 20 1949.

CHAS. F. KOELSCH
District Judge

ELAM AND BURKE
ATTORNEYS AT LAW
BOISE, IDAHO

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deerce, Steffen vs Steffen Case # 22367

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of Sept., 1949.

By B. Clyde Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

*
*
*

LAURA HALLA ANSCHUTZ,
Plaintiff,
-vs-
CARL ANSCHUTZ,
Defendant.

D E C R E E

Copy
FILED
A. M. ---------- P. M. ----------
SEP 23 1949
OTTO K. PETERSON, Clerk
BY ---------- DEPUTY

*
*
*

The above entitled cause came on regularly to be heard and tried before the court at Boise, Ada County, Idaho, on the 23rd day of September, 1949, the plaintiff appearing in person and by her attorneys, Anderson and Thomas, and the defendant not appearing either in person or by attorney;

And upon said hearing, it satisfactorily appearing to the court that the defendant herein, Carl Anschutz, was personally and duly served with summons herein attached to a copy of the complaint referred to in the said summons and on file in this cause, and the defendant having failed to answer, demur or otherwise plead to said complaint and the time for answering, demurring or otherwise pleading to said complaint having expired, and the default of the defendant, Carl Anschutz, having been duly entered according to law, and the court having heard the testimony introduced in behalf of the said plaintiff and in support of her complaint; and upon consideration of the said testimony the court finds upon the first cause of action of the

plaintiff the issues in favor of the said plaintiff and against the said defendant and finds that the said defendant has been guilty of extreme cruelty of and towards the plaintiff as set forth in said complaint and the court finds upon the second cause of action of the plaintiff the issues in favor of said plaintiff and against the said defendant and finds that the said defendant has been guilty of habitual intemperance which has reasonably inflicted a course of great mental anguish upon said plaintiff as set forth in said complaint and that by reason thereof said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between plaintiff and defendant dissolved and to be divorced from the said defendant;

The court further finds that there are no children born to the plaintiff and defendant as issue of said marriage, but that there is an adopted daughter, namely, Betty Darlene Anschutz, now of the age of 17½ years, which said daughter was formally adopted by plaintiff and defendant in Dallas Center, Dallas County, Iowa, on the 18th day of November, 1933, and that said minor daughter is now in the care and custody of the plaintiff;

The court further finds that the plaintiff's name, prior to the said marriage between plaintiff and defendant, was Laura Malla Light;

The court further finds that the said plaintiff has been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff, Laura Halla Anschutz, and the defendant, Carl Anschutz, be, and the same hereby are, dissolved and set aside, and the said plaintiff be, and she hereby is, forever divorced from the defendant, and each the said plaintiff and the said defendant is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be, and she is hereby, restored the name by which she was known prior to said marriage between plaintiff and defendant, to wit: Laura Halla Light.

IT IS FURTHER ORDERED, ADJUBGED AND DECREED That the plaintiff be, and she hereby is, awarded the sole and exclusive custody and control of the adopted minor child of said marriage of the plaintiff and defendant, to wit: Betty Darlene Anschutz, a daughter, with the right of said defendant to visit said minor child at all reasonable times and to have the said minor child visit him at reasonable times.

Dated September 23, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, County of Ada } ss.

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Anschutz vs Anschutz
Case # 22377

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd day of Sept., 1949.

By ..., Deputy.

OTTO F. PETERSON,
Clerk.

7355

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

NO. 2-2783
FILED
A. M. ---------- P. M. ----------
SEP 23 1949
OTTO F. PETERSON, Clerk
BY [illegible] DEPUTY

JEANNE RIGGINS,

Plaintiff,

vs.

DELBERT L. RIGGINS,

Defendant.

DECREE OF DIVORCE

This matter coming on regularly for trial before the Court without a jury on this 23rd day of September, 1949, the plaintiff appearing in person and with counsel, Wm. F. Galloway, and defendant having been regularly served with summons and having failed to appear and his default having been duly entered; evidence having been introduced by and on behalf of plaintiff; the court having found, and hereby finds, that each and all of the allegations of plaintiff's complaint are true, and the matter having been submitted to the Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendantbe, and the same are hereby dissolved.

That plaintiff is given the care, custody, control and education of the parties' three children, Della Jeanne, age 4 years, Connie Louise, age 2½ years, and Elaine Mary, age 5 months, with the provision that defendant have the right to visit them at reasonable times and places.

That defendant pay plaintiff the sum of $40.00 per month per child for the support of each child during minority.

DATED AND SIGNED at Boise, Idaho, this 23rd day of September, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO)
) ss:
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd day of September, 1949.

OTTO F. PETERSON
Clerk of the District Court

(SEAL)

By B. Lyn Eaglum
Deputy

7356

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

HILLARD PRICE,

Plaintiff,

-vs-

LA VERNE PRICE,

Defendant.

DECREE OF DIVORCE

Copy

NO. 22312

FILED

A.M. P.M.

SEP 23 1949

OTTO E. PETERSON, Clerk

BY DEPUTY

This cause coming on to be heard this 23rd day of August, 1949, upon the complaint herein taken as confessed by the defendant (whose default for not pleading had been duly entered), Walter M. Oros, Esq., appearing as attorney for the plaintiff, and the Court having heard the proofs taken herein, from which it appears that all the allegations of plaintiff's complaint are sustained by testimony free from all legal exceptions, as to its competency, admissibility and sufficiency, and it further appearing to the Court that defendant was duly served with summons; and all and singular the law and the premises being by the Court here understood and fully considered:

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree that the marriage between the plaintiff, Hillard Price, and the defendant, La Verne Price, be, and the same is hereby dissolved, and said parties, and each of them are freed and absolutely released from the bonds of matrimony and all the obligations thereof.

Dated this 23RD day of ~~August~~ SEPTEMBER, 1949.

CHARLES E. WINSTEAD
District Judge

Presented by:
Walter M. Oros

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, ~~do~~ hereby certify that the foregoing is a true and correct copy of the original

Pearce, Price vs Price

Case # 2232

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd day of Sept, 1949

By B. Clyde Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

7357

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

No. 22395 FILED ... P. M.

A. M. SEP 27 1949

OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

E. G. KERSLAKE)
)
Plaintiff)
)
vs) DECREE
)
MILDRED LOUISE KERSLAKE)
)
Defendant)

This cause came on regularly to be heard this 27th day of September, 1949, upon the complaint of the plaintiff herein, T. L. Eberle, Esquire, appearing for the plaintiff; and the defendant, having been duly served with process and having filed an appearance and answer, did not appear at the trial either in person or by counsel; and an affidavit showing that said defendant is not now in the military service, the Court having heard the evidence submitted by plaintiff and being fully advised in the premises, finds and decides:

1. That said Plaintiff and Defendant intermarried in Toronto, Ontario, Canada, on June 30, 1926, and ever since have been and now are husband and wife.

2. That the plaintiff now is and for more than six (6) weeks immediately preceding the commencement of this action has been a resident of the State of Idaho, residing in Ada County, State of Idaho.

3. That there is no community property and there is one son as issue of said marriage, born August 25, 1939, and now in custody of the defendant at Toronto, Ontario, Canada.

4. That defendant has treated plaintiff in a cruel and inhuman manner and such cruel and inhuman treatment so inflicted upon said plaintiff by said defendant has caused plaintiff grievous mental and physical suffering.

5. That plaintiff herein is entitled to a decree of divorce.

WHEREFORE, IT IS NOW ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between the Plaintiff, E. G. Kerslake, and the defendant, Mildred Louise Kerslake, be and the same hereby are dissolved absolutely and the parties and each of them be and they hereby are freed from the obligations thereof.

Done in open court in Ada County, State of Idaho, this 27th day of September, 1949.

CHAS. F. KOELSCH

District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Korslahs vs Korslahs

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27th day of Sept., 1949

By P. Ogle Paulsen, Deputy.

OTTO F. PETERSON,
Clerk.

7358

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* *

VICTORIA CEGLINSKI,

Plaintiff,

vs.

DELORES CEGLINSKI KOIVULA and RAY KOIVULA,

Defendants.

DECREE OF ANNULMENT

COPY

No. 22416

Filed

_____ A. M. _____ P. M.

SEP 29 1949

OTTO F. PETERSON, Clerk

By B. CLYDE EAGLESON

DEPUTY

* *

This cause came on for trial before the Court sitting without a jury on the _____ day of September, 1949, Clarence T. Ward appearing as attorney for the plaintiff and E. P. Barnes appearing as guardian ad litem for the minor defendant Delores Ceglinski Koivula, and no one appearing for the defendant Ray Koivula, and it appearing to the Court that said defendant Ray Koivula was regularly served with summons in this action and the default of Ray Koivula for failure to answer plaintiff's complaint having heretofore been duly entered in this action, the Court did proceed to hear the evidence submitted on the part of the plaintiff in support of the allegations of the complaint and proofs having been regularly taken herein from which it appears that all of the allegations of the complaint are sustained by the evidence, free from all exceptions as to its competency, admissibility or sufficiency and it appearing that said matters, so alleged and proven, are sufficient to entitle the plaintiff to the relief prayed for in the complaint, and the Court having heard the evidence and being fully advised in the premises, Findings of Fact and Conclusions of Law having been duly waived and the Court having directed that judgment be entered accordingly,

NOW, THEREFORE, by reason of the law and the premises

aforesaid, IT IS ORDERED, ADJUDGED AND DECREED:

That said marriage between the said defendant Delores Ceglinski Koivula and the defendant Ray Koivula be and the same is hereby declared and decreed wholly null and void from the beginning and this does declare said marriage wholly null and void.

Done in open Court at Boise, Idaho this 28th day of September, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Ceglinski v. Koivula
Case # 22416

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 28th day of Sept., 1949.

By B. Clyde Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

Copy

NO. 22149

FILED

A.M. ..... P.M .....

* * * * * * * *

ORVIL E. STILES,

Plaintiff,

vs.

RUTH M. STILES,

Defendant.

7359

SEP 29 1949

OTTO F. PETERSON, Clerk

By Marnan J. Lester DEPUTY

DECREE

* * * * * * * *

THIS CAUSE Having come on regularlyfor trial in open Court on the 22nd day of August, 1949, the plaintiff appearing in person and by his attorneys, Blaine & Ambrose, and the defendant appearing in person and by her attorneys, Doane & Furey; and the defendant having duly filed her Answer and Cross-complaint and the plaintiff having duly filed his Answer to said Cross-Complaint, and the parties having filed their consent in writing with the clerk of the above entitled court waiving the filing of findings of fact and conclusions of law; and the Court having heard and considered the evidence submitted on behalf of each of the parties herein, and the Court being fully advised in the premises; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the Plaintiff is entitled to a Decree of Divorce and that the marriage existing between the said parties is hereby dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of Aline Eleanor Stiles, the minor child of the plaintiff and defendant, be awarded to the defendant herein

and that said plaintiff may have the privilege to visit the said minor child at all reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the community property of the parties hereto is awarded as follows, to-wit, the defendant is hereby awarded as her sole and separate property all her personal effects together with all furniture and fixtures heretofore acquired by the parties hereto during said marriage and the plaintiff is hereby awarded as his sole and separate property all his personal effects and a 1942 Oldsmobile Sedan, bearing Motor Number G431,505, Serial Number 66C-10799.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant herein, Orvil E. Stiles, shall pay to the plaintiff herein for the care and support of the minor child of plaintiff and defendant, namely, Aline Eleanor Stiles, the sum of Twenty-five and no/100 ($25.00) Dollars per month until the said minor child reaches the age of majority.

DATED At Boise, Idaho, this 29th day of September, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce in
Orvil E. Stiles vs. Ruth M. Stiles

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of Sept., 1949.

By Marna I. Kester, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

Copy

No. 22376

FILED

A. M._____ P. M._____

SEP 30 1949

OTTO F. PETERSON, Clerk

By Marion Tester DEPUTY

* * * * *

BARBARA SASAI,

Plaintiff,

vs

SAM T. SASAI,

Defendant.

* * * * *

JUDGMENT AND DECREE

The above-entitled cause came on regularly to be heard before the court, without jury, on the 30th day of September, 1949, the plaintiff appearing in person and represented by her attorney, Paul B. Ennis, and the defendant not appearing, either in person or by attorney, and it appearing to the satisfaction of the court that summons had regularly issued and due service of process was had upon said defendant, Sam T. Sasai, and the time for answering, demurring or appearing having expired, and the default of said defendant, Sam T. Sasai, for failing to appear, answer or demur, within the time prescribed by law, having been duly entered on the 30th day of September, 1949;

WHEREUPON Evidence duly corroborated as required by law was introduced by the plaintiff from which it appears to the court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility, and sufficiency, and from which the court finds that the said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed and the law in the premises being understood by the Court, the Court at this time makes and renders this final judgment and decree;

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED And this does order, adjudge and decree:

1. That the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and the same are hereby, forever dissolved and set aside;

2. That the plaintiff be awarded the exclusive care, custody and control of said minor child, Lili Marleine Sasai.

Dated this 30th day of September, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO)
) ss
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree filed in the above-entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30 th day of September, 1949.

OTTO F. PETERSON

BY Marna J. Kester
Deputy

7361

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

Copy

NO. 22335

FILED

A. M. _____ P. M. _____

SEP 30 1949

OTTO F. PETERSON, Clerk

By Marna I. Kester
DEPUTY

SAM WEINER,

Plaintiff,

v.

EDNA WEINER,

Defendant.

DECREE OF DIVORCE

This matter coming on regularly for trial before the Court without a jury on this ____ day of September, 1949, the plaintiff appearing in person and with counsel, Wm. F. Galloway, and defendant having been regularly served with summons and her default having been regularly and duly entered; evidence having been introduced by and on behalf of plaintiff; the court having found, and hereby finds, that each and all of the allegations of plaintiff's complaint are true, and the matter having been submitted to the Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby dissolved.

DATED AND SIGNED at Boise, Idaho, this 30th day of September, 1949.

CHARLES E. WINSTEAD

District Judge

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of September, 1949.

OTTO F. PETERSON
Clerk of the District Court

(SEAL)

By Marna I. Kester
Deputy

7362

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR ADA COUNTY

* * * * *

VICTORIA D. CEGLINSKI, Plaintiff

vs.

ANDREW H. CEGLINSKI, Defendant.

* * * * * *

COPY

NO 22403 FILED A. M. P. M.

SEP 30 1949

OTTO F. PETERSON, Clerk

By B. CLYDE EAGLESON DEPUTY

DECREE OF DIVORCE

In this action the defendant, Andrew H. Ceglinski, having been regularly served with process and having failed to appear or answer to plaintiff's complaint herein, and the legal time for answering having expired, and the default of said defendant in the premises having been duly entered according to law; it having appeared by affidavit filed herein that defendant is not in Military Service.

The plaintiff appearing in person and by her counsel, Harry S. Kessler, and having submitted proofs in support of the allegations of her complaint, and it appearing therefrom that the facts as alleged in said complaint are true, and plaintiff is and has been a resident of Ada County, State of Idaho, for more than six full weeks prior to the commencement of this action; and that since and during the marriage of plaintiff and defendant, the defendant has inflicted upon plaintiff grievous bodily injury and grievous mental suffering in particulars as set forth in said complaint, and that the matters so alleged and proved in behalf of plaintiff are sufficient in law to entitle the plaintiff to a decree of divorce and that plaintiff is a proper person to have the custody of the minor children.

Now on motion of Harry S. Kessler, counsel for plaintiff, it is ordered, adjudged, and decreed that the Court, by viture of the power and authority therein vested and in performance of the statute in such case made and provided, does order adjudge, and decree:

FIRST: that the marriage between the plaintiff, Victoria D. Ceglinski, and the defendant, Andrew H. Ceglinski, be dissolved; and that the same is dissolved accordingly, and that said parties are and each of them is free and absolutely released from the bonds of matrimony and all the obligation thereof.

SECOND: and that the plaintiff be and is awarded the care and custody of the minor children to-wit: Dolores Betty Ceglinski and Andrew Billy Ceglinski.

Dated September 30, 1949

CHAS. F. KOELSCH
District Judge

HARRY S. KESSLER
ATTORNEY AT LAW
BOISE, IDAHO

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deeree, Eglinski vs Eglinski

Case # 22403

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30 day of Sept, 1949.

By G. Pope Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

IDELLA MAE HARRIS,

Plaintiff,

-vs-

JAMES RALPH HARRIS,

Defendant.

7363

COURT CASE NO. 22405

DECREE OF DIVORCE

COPY

No. 22405 FILED SEP 30 1949 A. M. P. M.

OTTO F. PETERSON, Clerk
By A. CLYDE EAGLESON DEPUTY

This case came on duly and regularly for hearing before the court on September 30, 1949, and it duly appearing that the defendant has been duly and regularly served with summons within the state of Idaho by personal service, as required by law, and that the time allowed for pleading to the plaintiff's complaint has expired, and that no answer, pleading or other appearance has been filed or made by the defendant, and the plaintiff having appeared in person and by her counsel, Elam & Burke and Clarence L. Hillman, and the defendant having failed to appear herein, either in person or by counsel, or at all, and that the defendant is now residing at Boise, Ada county, Idaho, and that he is not now, and during the pendency of this action has not been, engaged in the Military Service of the United States of America in any capacity whatever, and that he is not now and during the pendency of this action has not been engaged in Military Service as defined in Section 101(1) of the Act of Congress approved October 17, 1940, cited as the Soldiers' and Sailors' Relief Act of 1940, or in any other Act of Congress, and the default of the defendant having been duly entered according to law, the court proceeded to hear such cause; the plaintiff, together with witnesses, having been duly sworn and examined and evidence submitted on the part of plaintiff, and no evidence having been offered on the part of the defendant, and the court being fully advised in the premises, and it appearing to the court that each and every of the allegations

contained in the plaintiff's complaint are true, and that the defendant has committed acts of extreme cruelty as alleged in said complaint; and it further duly appearing that since the commencement of this action, subsequent to service of summons on defendant as aforesaid, a property settlement has been duly made between plaintiff and defendant and plaintiff has waived demand for support money, alimony, costs and attorney's fees herein against defendant. All of which the court duly so finds:

It is ordered, adjudged and decreed as follows:

That the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, forever dissolved, set aside and held for naught, and that the plaintiff be, and she hereby is freed from all demands or claims of defendant, past, present and future, and that the property settlement made between plaintiff and defendant hereinbefore referred to be, and the same hereby is confirmed; and that plaintiff be and she hereby is restored to her maiden name of Idella Mae Kirby.

Dated this 30th day of September, 1949.

CHAS. F. KOELSCH
District Judge.

State of Idaho, } ss.
County of Ada. }

CERTIFICATE

I, OTTO F. PETERSON, Clerk of thedistrict court of the third judicial district of the state of Idaho, in and for the county of Ada, do hereby certify that the foregoing is a true and correct copy of the original DECREE OF DIVORCE filed in the above entitled action and remaining now on file in my office at Boise City, Ada county, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of September, 1949.

(S E A L)

OTTO F. PETERSON
Clerk

By E. Clyde Taylorson, Deputy

Alfred Keeje

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

RECORDED
BANNOCK COUNTY, IDAHO

1949
SEP 1 [illegible] 8 54 PM

MARIETTA VEZINA,)
Plaintiff,)
vs.) JUDGMENT AND DECREE
RAYMOND VEZINA,)
Defendant.)

The above-entitled action having come on for trial before the Honorable Isaac McDougal, District Judge, this 1st day of September, 1949. Plaintiff appeared in person and with her attorneys, Black & Black of Pocatello, Idaho; defendant did not appear either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has not expired, and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections, that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to a divorce on the ground of extreme cruelty and to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and she is hereby awarded an absolute divorce from the defendant.

2. That the care, custody and control of the minor

child of the parties, namely, Toni Marie Vezina, be, and it is, hereby awarded to the plaintiff.

3. That the defendant be, and he is hereby required to pay to plaintiff the sum of $25.00 per month for the support and maintenace of the said minor child, until said child shall reach the age of majority, and unless paid defendant shall not have the right to visit said child.

4. That the defendant be, and he is hereby required to pay the hospital bill at the St. Anthony Hospital of $74.20, and the bill of Doctor Hegsted of $25.00, and the grocery bill to the O. C. Market of approximately $25.00, and all other small community bills existing at this time.

5. That the defendant be, and he is hereby required to pay to plaintiff or to her attorneys, Black & Black of Pocatello, Idaho, the sum of $100.00 for attorney fees for the prosecution of this action, and the further sum of $16.40 for costs laid out and expended herein.

Dated this 1st day of September, 1949.

Isaac McDougal
L. E. GLENNON
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Marietta Vezina, Plaintiff -vs- Raymond Vezina, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st day of September, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7365

16019

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

BEVERLY B. SPAULDING,

Plaintiff,

-vs-

ARLIN ROBERT SPAULDING,

Defendant.

SEP 1 19 11 57 AM

No. 16019

D E C R E E

This cause came regularly on to be heard this the First day of September, 1949; the plaintiff appearing in person and by her attorney, Robert M. Terrell, and the defendant appearing through his attorneys, Zener & Peterson, and it appearing to the Court that the defendant has heretofore filed his Demurrer to the Complaint of the plaintiff and that such Demurrer has been withdrawn and said defendant declined to plead further in such cause and that the default of the defendant has heretofore been duly and regularly entered for failure to answer or otherwise plead after the withdrawal of the said Demurrer and declining to plead, as aforesaid;

WHEREUPON, the court proceeded to hear the evidence of the plaintiff in support of her complaint; the plaintiff and Robert M. Terrell were sworn and testified for and on behalf of the plaintiff and rested. No one testified for or on behalf of the defendant and the case was closed; and all the evidence being in and having been fully considered by the Court from which it appears that all of the allegations of plaintiff's Complaint have been proven and that the plaintiff is entitled to the relief sought in the Complaint;

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff and

defendant be dissolved and that the plaintiff and defendant and each of them be freed from all the obligations thereof and that they and each of them be restored to the status of single persons respectively. That of the community property of the parties hereto a radio phonograph now in the home formerly occupied by the plaintiff and defendant be and the same is awarded to the defendant as his sole and separate property and that all the rest of the community property of the plaintiff and defendant, consisting of household furniture and effects, be and the same is awarded to the plaintiff as her sole and separate property for her sole and separate use.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff's maiden name, to-wit: Beverly B. Bistline, is restored to her as her true and legal name.

DATED this the 1st day of September, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Beverly B. Spaulding, Plaintiff -vs- Arlin Robert Spaulding, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st day of September, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

16031 IN AND FOR THE COUNTY OF BANNOCK

VERNA NEESER,)
Plaintiff,)
vs)
EARL NEESER,)
Defendant.)

F I L E D
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
SEP 2 1949 4:48 P.M.

D E C R E E

The above entitled cause came regularly on to be tried upon the 2nd day of September, 1949, before the undersigned, one of the District Judges of the above entitled court, sitting as Judge thereof, the plaintiff appearing in person and by her attorneys, Jones, Pomeroy & Jones, the defendant appearing in person and by his attorney, Hugh C. Maguire, Jr., and the parties announced that they were ready for trial. Whereupon, the court proceeded to take evidence. The plaintiff in the action testified concerning the allegations of the complaint, and her witness, Ralph H. Jones, was duly sworn and testified in support of the allegations of the complaint. The defendant refused to offer evidence in support of his answer, and the court after hearing the testimony so offered and received and being fully advised in the premises finds that the plaintiff is entitled to a divorce as prayed for in said complaint.

WHEREFORE, in consideration of the premises and upon the evidence heard in this case, and the court being fully advised in the premises.

IT IS ORDERED, ADJUDGED AND DECREED that the marriage heretofore and now existing between plaintiff and defendant be, and the same is hereby dissolved, and that each of the parties herein be, and they are, restored to their status of unmarried persons.

Dated this 2nd day of September, 1949.

T. E. Glennon
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Verna Neeser, Plaintiff -vs- Earl Neeser, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of September, 19 49.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7367

15923

In THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY

OF BANNOCK

F I L E D
Anna Keefe
CLERK, AUDITOR AND RECORDER
BANNOCK COUNTY, IDAHO
SEP 2 1949 4:25 P. M.

VIRLA SMITH,

Plaintiff,

-vs-

HILLARY M. SMITH,

Defendant

DECREE

This matter coming on for hearing before the Honorable L. E. Glennon, District Judge, sitting without a jury, plaintiff being present in person and by her counsel O. R. BAUM, and the defendant coming not, but making default herein, and by reason of such default having waived the making of Findings of Fact and Conclusions of Law; and it appearing to the Court that an affidavit of Non-Military Status of the defendant has been filed herein, and that an order has been issued directing that judgment may be taken, and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the said plaintiff and defendant be and they are hereby severed; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that whatever equity the community had in the refrigerator, stove and automobile mentioned in the complaint is hereby awarded to the plaintiff herein, subject to the indebtedness due thereon.

DATED this 2nd day of September, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Virla Smith, Plaintiff -vs- Hillary M. Smith, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of September, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7368

Anna Kupe

160 +S

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

SEP 2 1949 2 25 PM

NEIL K. CHASE,)
Plaintiff,)
Vs.) DECREE OF DIVORCE
HELEN F. CHASE,)
Defendant.)

This cause came regularly on for trial on the 2nd day of September, 1949, before Honorable L. E. Glennon, District Judge. Louis F. Racine, Jr., attorney at law, appeared for and on behalf of the Plaintiff and Cross-defendant. Phillips & Haight, attorneys at law, appeared for and on behalf of the Defendant and Cross-complainant. The evidence was introduced on the issue by the complaint of the Plaintiff and the Answer of the Defendant thereto, and the Cross-complaint of the Defendant and the Answer of the Plaintiff thereto. Findings of Fact and Conclusions of Law were expressly waived by the parties, and said cause was submitted to the Court for decision.

The Court, now being fully advised on the laws and the premises,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, that the Plaintiff take nothing by reason of his complaint, and that a Divorce be and is hereby granted the Cross-complainant against the Cross-defendant upon her complaint, and that the marriage existing between the said parties be and the same is hereby dissolved and the said Neil K. Chase and Helen F. Chase and each of them be and they are hereby restored to the status of single persons.

That the care, custody, and control of the minor child Steven Michael is hereby awarded to Neil K. Chase, but that said Helen F. Chase shall have the custody of said child for a period of three (3) months during each calendar year, and that the three month's period during which she shall have custody of said child shall be mutually agreed between the parties.

That the care, custody, and control of the minor children Nancy Karen and William Paul is hereby awarded to Helen F. Chase, and the said Neil K. Chase shall have the right to the custody of said children for a period of three (3) months of each calendar year, said three month's period to be during the summer of the year and to be determined in such a way as to not interfere with education of said children.

That the Plaintiff, Neil K. Chase, shall pay to the Defendant, Helen F. Chase, the sum of $35.00 per month for each of the two minor children whose custody have been herein awarded to said Helen F. Chase, said payments to commence on September 15, 1949, and to be paid on the Fifteenth day of each succeeding month; however, said payments are not to be made to Helen F. Chase when said children are in the custody for the three month's period aforesaid of the said Neil K. Chase.

That the Plaintiff, Neil K. Chase, shall pay to Helen F. Chase the sum of $100.00 per month as alimony for the remainder of her liftime, or until her remarriage, first payment to be made September 15, 1949, and each successive payment thereafter to be made on the Fifteenth day of every month thereafter.

That that certain Agreement entered into by and between the parties hereto, dated the 25th day of August, 1949, which Agreement divided between the parties all the community property which had been acquired during the existence of said marriage of said parties be, and the same is hereby ratified, adopted, and made a part of this Decree.

DATED this 2nd Day of September, 1949.

L. E. GLENNON
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Neil K. Chase, Plaintiff -vs- Helen F. Chase, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of September, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

No. 15907

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BANNOCK

EVA SCRIBNER,	:	F I L E D Anna Keefe CLERK, AUDITOR AND RECORDER BANNOCK COUNTY, IDAHO SEP 7 1949 2:46 P. M.
Plaintiff,	:	
vs.	:	DECREE
HARRY FOSTER SCRIBNER,	:	
Defendant.	:	

This matter coming on for hearing before the Honorable Isaac McDougall, District Judge, sitting without a jury, plaintiff being present in person and by her counsel O. R. Baum and Darwin D. Brown, acting for C. M. Jeffrey, deceased, and the defendant coming not, but making default herein, and by reason of such default having waived the making of Findings of Fact and Conclusions of Law; and it appearing to the Court that an affidavit of Non-Military Status of the defendant has been filed herein, and that an order has been issued directing that judgment may be taken, and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff and defendant be wholly dissolved, and each party relieved from the obligation thereof, and restored to the status of single, unmarried persons.

DATED THIS 7th day of September, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Eva Scribner, plaintiff -vs- Harry Foster Scribner, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of September, 1949

By ..... Anna Keefe

Deputy — Clerk, District Court, Ex-Officio Auditor and Recorder

7370 anna Keefe

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

- - - -

SEP 8 1949

E. T. MOYER, Plaintiff,
vs.
HULDA ANDERSON MOYER, Defendant.

DECREE.

This cause came on regularly to be heard before the Honorable Isaac McDougall, Judge of the above entitled court, sitting at chambers at Pocatello, Bannock County, Idaho, this 8th day of September, 1949, the plaintiff appearing in person and by and thrru his attorneys, Bistline & Bistline, and the defendant not appearing either in person or by counsel; and it further appearing that the defendant has been duly and regularly served with Summons, and the defendant having failed to appear and answer said Complaint within the time allowed by law, or at all, and her default in the premises having been duly entered; and it further appearing to the court that the defendant is not in any of the military services of the United States of America;

WHEREUPON, said plaintiff and his witness were duly sworn and examined, and evidence introduced from which it appears that all of the material allegations of the complaint are sustained by testimony free from all legal objections to its competency, admissibility or sufficiency; that said matters so alleged and proven in behalf of plaintiff by the evidence so adduced are sufficient to entitle plaintiff to the relief prayed for in said complaint;

And it further appearing to that there is no issue of said marriage, and that the parties have no community property, and the court being fully advised in the premises:

NOW, On Motion of Bistline & Bistline, attorneys for the plaintiff:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff E. T. MOYER and the defendant Hulda Anderson Moyer, be and the same are hereby dissolved absolutely and completely and the said parties and each of them hereby restored to the status of single, unmarried persons.

Made and entered this 8th day of September, 1949, at Pocatello, Bannock County, Idaho.

Isaac McDougall,
Isaac McDougall
District Judge.

BISTLINE & BISTLINE
ATTORNEYS AT LAW
POCATELLO, IDAHO

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

E. T. Moyer, Plaintiff -vs- Hulda Anderson Moyer, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of September, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF BANNOCK.

FILED
Anna Keefe
CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

SEP 14 1949 3 36 PM

15976

ELLEN KINGSFORD HESS,)
Plaintiff,)
vs.) JUDGMENT AND DECREE.
WILFORD W. HESS,)
Defendant.)

The above-entitled action having come on for trial before the Honorable Isaac McDougall, District Judge, this 9 day of September, 1949. Plaintiff appeared in person and with her attorneys, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has now expired, and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections; that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and she is hereby awarded an absolute divorce from the defendant.

2. That the plaintiff's former name of Ellen Kingsford be, and the same is hereby restored to her use.

Dated this 9 day of September, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Ellen Kingsford Hess, Plaintiff -vs- Wilford W. Hess, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 21st day of September, 19 49

By Sarah Devaney Deputy

ANNA KEEFE,
Clerk, District Court, Ex-Officio Auditor and Recorder

Anna Keefe
CLERK DISTRICT COURT
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

SEP 10 1949 12 03 PM

MAURINE POTTER,)
Plaintiff,)
vs.) JUDGMENT AND DECREE
STANLEY ARTHUR POTTER,)
Defendant.)

This cause came on for trial before the Honorable Isaac McDougall, District Judge, this 10th day of September, 1949. Plaintiff was present in person and with her counsel, Black and Black of Pocatello, Idaho; defendant was not present, either in person or by counsel. It appeared from the records and files that the defendant has been duly and regularly served with process and has failed to appear or plead thereto, and the time for defendant to appear or plead has now expired and the Clerk has duly entered the default of the defendant.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and a written Stipulation between the parties with regard to property, suit money, and custody and support of the minor children was offered in evidence by plaintiff and admitted by the Court. After hearing the evidence, the Court finds that the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections, and plaintiff is entitled to a divorce from the defendant on the ground of extreme cruelty; that the making and entering of formal Findings of Fact and Conclusions of Law have been waived by defendant's failure to appear herein; that defendant is not a member of the Armed Services of the United States; that said Stipulation is fair in its terms, and its provisions incorporated in this Decree, and that plaintiff is entitled to the relief prayed for in the Complaint.

NOW, THEREFORE, the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and that plaintiff be, and she is, hereby awarded an absolute divorce from

the defendant, and that said parties are, and each of them is, hereby restored to the status of a single person.

2. That the custody of the minor children of the parties, namely, Ida Kathleen Potter, daughter aged 5 years, Jerry Michael, son aged 4 years, Ginger Renee, daughter aged 3 years, Stanley William, son aged 1 year, and Nicky Valeen, daughter aged 7 months, is hereby awarded to the plaintiff with the right on the part of defendant to visit said children at reasonable times when defendant is not in default of the payments required to be made by the Court of defendant for their support and maintenance.

3. That the defendant is hereby required to pay to the plaintiff the sum of $100.00, payable per month, for the support and maintenance of said minor children, until they arrive at the age of 18 years, and as each child arrives at the age of 18 years the said amount shall be reduced one-fifth for each child arriving at said age.

That said payments shall be made on the 20th day of each month hereafter beginning September 20th, 1949, or said sum of $100.00 may be paid semi-monthly by paying one-half on the 20th day of each month and the other one-half on the 5th day of each month; all payments are to be paid directly to plaintiff.

4. That defendant is hereby required to pay to Black and Black, attorneys for plaintiff, the sum of $75.00 for representing plaintiff in this action, and said sum shall be paid within 60 days after date of this Decree.

5. That plaintiff is hereby awarded as her sole and separate property the radio, bedding, linens, cooking utensils, and dishes which are now in her possession.

Dated this 10th day of September, 1949.

ISAAC MCDOUGALL
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Maurine Potter, Plaintiff -vs- Stanley Arthur Potter, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 21st day of September, 19 49

By Sarah Stevenley
Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7373

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF BANNOCK.

FILED
Anna Reebe
RECORDER & EX-OFFICIO AUDITOR
BANNOCK COUNTY, IDAHO

SEP 14 1949 3 38 PM

JACK C. KEARNS,)
Plaintiff,)
vs.) JUDGMENT AND DECREE.
MELBA A. KEARNS,)
Defendant.)

15982

The above-entitled action having come on for trial before the Honorable Isaac McDougall, District Judge, this 12 day of September, 1949. Plaintiff appeared in person and with his attorneys, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has now expired, and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and his witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections: that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and that plaintiff be, and he is hereby awarded an absolute divorce from the defendant.

Dated this 12 day of September, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Jack C. Kearns, Plaintiff -vs- Melba A. Kearns, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 21st day of September, 1949

By Sarah Devaney Deputy

ANNA KEEFE
Clerk, District Court, Ex-Officio Auditor and Recorder

7374 Anna Keefe

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

* * * *

DOROTHY MARIE SAMORA,

Plaintiff,

-vs-

TOM SAMORA,

Defendant.

* * * * * * * * * *

DECREE OF DIVORCE

This matter came duly on for hearing before the undersigned District Judge of the above entitled court, in his Chambers in Pocatello, Idaho, on the 13th day of September, 1949.

The plaintiff appeared in person and by her attorney, F. E. Tydeman.

The defendant failed to appear, either in person or by his attorney.

It appearing that a duly verified complaint was filed in the above entitled matter, and that thereupon a summons was issued; and

It further appearing that the said summons was duly served upon the defendant, and the summons with due proof of service thereof has been filed in the above entitled court, and is now on file herein, and that the defendant has failed to appear and plead to the said complaint within the time specified in said summons and is in default therefor; and

It further appearing that the clerk of the above entitled court has duly entered the defendant's default, and the plaintff being entitled to proceed with proof of the allegations of her complaint, testimony was heard by the court in support of said complaint, and from said testimony it appears that the allegations thereof are true:

The court finds that the plaintiff has been an actual bona fide resident of the State of Idaho for more than six weeks prior to the filing of the complaint; that the plaintiff and defendant were married at Pocatello, Idaho, December 16, 1947; that no children have been born of said marriage; that the parties own no community property; and that during the married life of the parties hereto the defendant has been guilty of extreme cruelty; and that the plaintiff is entitled to the relief prayed for in said complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now existing between the parties hereto be, and they are hereby dissolved and set aside, and the parties are restored to the status of single persons. The former name of Dorothy Marie Fuger is restored to the palaintifj.

It is also ordered that the plaintiff have judgment against the defendant for the sum of $ 75.00 as attorney's fees herein, and for her costs and disbursements in the sum of $16.40.

Dated this 13th day of September, 1949.

L. E. GLENNON
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Dorothy Marie Samora, Plaintiff -vs- Tom Samora, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 26th day of September, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7375

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF ~~IDAHO~~ Arizona Keefe

IN AND FOR THE COUNTY OF BANNOCK

15991

HAROLD SOLOMON,)

Plaintiff,) SEP 13 1949 3 30 PM

vs) DECREE

ROWENA SOLOMON,)

Defendant.)

This cause came on regularly to be heard before the undersigned District-Judge in his Chambers at Pocatello, Idaho, on the 13th day of September, 1949.

The plaintiff appearing in person and by his attorneys, Jones, Pomeroy & Jones, and no one appearing for or in behalf of the above named defendant, and it appearing to the Court that the defendant was duly served with a summons and complaint in said action and failed to appear, plead or answer to the complaint within the time provided by law or at all.

UPON MOTION of the attorneys for the plaintiff, default was entered against the defendant.

It appearing to the court that no evidence was offered for and on behalf of defendant and evidence being offered and received for and in support of the complaint of plaintiff. Evidence being closed, the case was submitted to the court for consideration and decision and after due deliberation thereon the court ordered that judgment be entered in favor of the plaintiff and against the defendant in accordance with the prayer of the said complaint, and that all the allegations in said complaint of the plaintiff are true and such are found to be the fact.

NOW THEREFORE, the law and the evidence being by this court fully understood and considered;

IT IS ORDERED, ADJUDGED AND DECREED (1) that the bonds of matrimony now existing between plaintiff and defendant be and they hereby are absolutely dissolved and held for naught and each of the parties restored to the status of a single person; (2) That the 1949 Frazier sedan automobile be and it hereby is awarded to the plaintiff as his sole and separate property.

Dated this 13th day of September, 1949.

L. E. GLENNON
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Harold Solomon, Plaintiff -vs- Rowena Solomon, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 21st day of September, 19 49

By Sarah Devaney Deputy

ANNA KEEFE,
Clerk, District Court, Ex-Officio Auditor and Recorder

7376 16008

Anna Keefe

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

SEP 19 1949 5 08 PM

GENEVA H. ALLEN,)
Plaintiff,)
-vs-) JUDGMENT AND DECREE
VERNON W. ALLEN,)
Defendant.)

This cause came on for trial before the Honorable Isaac McDougall, District Judge, this 19 day of September, 1949. Plaintiff was present in person and with her counsel, Black & Black of Pocatello, Idaho; defendant was not present, either in person or by counsel. It appeared from the records and files that the defendant has been duly and regularly served with process and has failed to appear or plead thereto, and the time for defendant to appear or plead has now expired and the Clerk has duly entered the default of the defendant.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and a written Stipulation between the parties with regard to property, suit money, and custody and support of the minor children was offered in evidence by plaintiff and admitted by the Court. After hearing the evidence, the Court finds that the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections, and plaintiff is entitled to a divorce from the defendant on the ground of extreme cruelty; that the making and entering of formal Findings of Fact and Conclusions of Law have been waived by defendant's failure to appear herein; that defendant is not a member of the Armed Services of the United States; that said Stipulation is fair in its terms, and its provisions incorporated in this Decree, and that plaintiff is entitled to the relief prayed for in the Complaint.

NOW, THEREFORE, the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED and DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and that plaintiff be, and she is, hereby awarded an absolute divorce from the

defendant, and that said parties are, and each of them is, hereby restored to the status of a single person.

2. That the care, custody and control of the three minor children, namely, Ronald Allen now aged 15 years, Richard Allen now aged 13 years, and Diana Allen now aged 6½ years, is hereby awarded to the plaintiff with the right on the part of defendant to visit said children at all reasonable times and places.

3. That the defendant is hereby required to pay to plaintiff for the support, maintenance, and education of the three minor children of the parties the sum of $75.00 per month beginning September 15th, 1949, and the same to be payable one-half on the 15th and one-half on the 1st day of each month thereafter until said children arrive at the age of 18 years, and when each child arrives at the age of 18 years, the monthly payments shall be reduced by $25.00.

4. That the defendant is hereby required to pay to plaintiff for her use in paying her attorneys, Black & Black of Pocatello, Idaho, the sum of $75.00 as attorneys fees for the prosecution of this action, said sum to be paid on or before October 22nd, 1949.

5. That the real property consisting of:

Lot 15 and the westerly one-half of Lot 16, Block 172, Pocatello Townsite, Bannock County, State of Idaho, and all improvements thereon

is hereby awarded to the plaintiff.

That the defendant hereby has the right to use the garage building now used by him as a machine shop or garage and is located on the easterly end of said real property for a period of three years from date hereof without paying rent therefore; said defendant to keep up said garage in repair, and pay the electric bill for said garage and one-half the water on the property therefor at has expense.

That the defendant is hereby required to pay the taxes that are delinquent on said property for the years 1947 and 1948, and shall pay the same with interest and penelties thereon, on or before June 1st, 1950.

That the plaintiff is hereby required to pay the 1949 taxes on said property, and taxes for the succeeding years.

That the defendant is hereby required to pay the remaining payments for the bricksite siding contract in the amount of $14.38 per month as the payments come due until the remaining payments are paid on said contract.

6. That the plaintiff is hereby awarded the 1938 DeSoto Sedan automobile, and that the plaintiff is hereby required to pay the balance now unpaid and owing on said car.

7. That the defendant is hereby awarded as his sole and separate property the Dodge, 1939 Pickup Truck.

8. That the defendant is further awarded as his sole and separate property all mechanic tools and stock of merchandise and equipment owned by the parties and now located in the garage or owned by the parties.

8. That the plaintiff is hereby awarded as her sole and separate property all furniture in the home on said above-described lots consisting of:

Electric refrigerator, vacuum cleaner, 2 oil heaters, chrome breakfast set, coal range, phonograph and radio, davano set, bedroom set, bed and bedding, linens, dishes, cooking utensils, electric washing machine, and other miscellaneous items all in said house above described.

Dated this 19th day of September, 1949.

ISAAC MCDOUGALL
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Geneva H. Allen, Plaintiff -vs- Vernon W. Allen, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 21st day of September, 19 49

By Sarah Devaney Deputy

ANNA KEEFE,
Clerk, District Court, Ex-Officio Auditor and Recorder

7377

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

ARVILLE C. STEWART,)
Plaintiff,)
vs.) DECREE
DOROTHY L. STEWART,)
Defendant.)

This matter coming on for hearing before the Honorable L. E. Glennon, District Judge, sitting without a jury, at Chambers, at Pocatello, Bannock County, Idaho; plaintiff being present in person and by his counsel, O. R. Baum, and the defendant coming not, but making default herein, and by reason of such default having waived the making of Findings of Fact and Conclusions of Law, and it appearing to the Court that an Affidavit of Non-Military Service of the defendant has been filed herein, and that an order has been entered directing that judgment may be rendered, and after submission of proof and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between the said plaintiff and the said defendant be, and the same are hereby, severed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said plaintiff shall pay to the said defendant for the use and benefit of the two minor children of said parties, namely: one a girl named Brenda Joyce, age two years, and one child age six months, the sum of Thirty Dollars ($30.00) per month, the first payment, however, to be made on

January 1, 1950, and a like sum on the first of each and every month thereafter, until further order of the Court.

Dated this 20th day of September, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Arville C. Stewart, Plaintiff -vs- Dorothy L. Stewart, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 21st day of September, 19 49

By Sarah Devaney
Deputy

ANNA KEEFE
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED
SEP 21 1949 1 46 PM

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

GRACE BENSON,)
Plaintiff,)
-vs-) JUDGMENT AND DECREE
JOSEPH (JOEDY) BENSON,)
Defendant.)

The above-entitled action having come on for trial before the Honorable Isaac McDougall, District Judge, this 21 day of September, 1949. Plaintiff appeared in person and with her attorneys, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has now expired, and the Clerk has duly entered the default of the defendant for such failure.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections and that the plaintiff is entitled to a divorce on the ground of extreme cruelty; that defendant is not engaged in the Military or Armed Services of the United State Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved,

and plaintiff be, and she is hereby awarded an absolute divorce from the defendant, and the parties are hereby restored to their original status as single persons.

2. That there is hereby awarded to the plaintiff as her sole and separate property one Buick, 1938, Sedan Automobile, the title of which car is in plaintiff's name, and said automobile belongs to plaintiff, and defendant has no right, title, or interest therein.

3. The defendant is hereby required to pay to plaintiff or to her attorneys, Black & Black of Pocatello, Idaho, for the prosecution of this action, the sum of $150.00, and the further sum of $20.00 costs laid out; said sums to be paid forthwith.

Dated this 21st day of September, 1949.

ISAAC MCDOUGALL
District Judge.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Grace Benson, Plaintiff -vs- Joseph Joedy Benson, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 21st day of September, 19 49

By Sarah Devaney
Deputy

ANNA KEEFE
Clerk, District Court, Ex-Officio Auditor and Recorder

15999

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

FILED
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
SEP 23 1949 10:01 A. M.

RONALD E. NOEL,)
Plaintiff,)
-vs-) FINAL DECREE OF DIVORCE
MAXINE C. NOEL,)
Defendant.)

This cause came on regularly to be heard before the undersigned, Judge of the above entitled Court, sitting at chambers at Pocatello, Bannock County, Idaho, this 23rd day of September, 1949, the plaintiff appearing in person and by counsel, C. V. Boyatt, and the defendant appearing in Propria Persona, as evidenced by the files of this action.

And it appearing to the Court that the said defendant was duly served with summons at Reno in the County of Washoe, State of Nevada on the 24th day of August, 1949, and thereafter entered her appearance, refused to plead further, and consented to trial of the above cause without further notice.

Whereupon said plaintiff and witness were duly sworn and examined and evidence introduced upon behalf of plaintiff from which it appears that all the material allegations of the complaint are sustained by competent evidence, and said matters so alleged and proved on behalf of plaintiff are sufficient to entitle him to the relief prayed for in his complaint;

IT IS THEREFORE ORDERED, ADJUDGED and DECREED, That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and the parties hereto restored to the status of unmarried persons.

Dated this 23rd day of September, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

FINAL DECREE OF DIVORCE

Ronald E. Noel, Plaintiff -vs- Maxine C. Noel, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 26th day of September, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

16032

7380

HANNAH SESSIONS,)
Plaintiff,)
vs.)
ORSON L. SESSIONS,)
Defendant.)

SEP 24 1949 12 06 PM

JUDGMENT AND DECREE

This cause came on regularly for hearing before the Honorable Isaac McDougall, District Judge of the above Court, at Pocatello, Bannock County, Idaho, on the 24th day of September, 1949. Plaintiff appeared in person and with her counsel, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by counsel.

It appeared to the Court that Summons and Complaint in this cause were duly and regularly served by personal service thereof upon the defendant, but that said defendant failed within the time allowed by law, or at all, to appear and plead to or answer the Complaint of the plaintiff herein; and it further appeared that defendant is not in the Armed Forces of the United States and that the default of the defendant for failing to appear and plead was duly and regularly entered. Evidence both oral and documentary was thereupon introduced for and on behalf of plaintiff by plaintiff and her witness, and from the evidence the court finds that all of the material allegations of plaintiff's Complaint are true and correct and such are found to be the facts, and that plaintiff is entitled to a divorce on the ground of extreme cruelty, and is entitled to the relief prayed for in the Complaint.

It further appeared that subsequent to the filing of the Complaint herein, the parties to this action entered into a written Stipulation, by the terms of which they agreed upon the division of the community property, suit money, alimony, and attorneys fees, which Stipulation has been presented to the Court, and the Court further orders that said Stipulation is approved by the Court, and the terms thereof are hereinafter incorporated in this Decree; and the making and entering of formal Findings of Fact and Conclusions of law were waived by default of the defendant.

NOW, THEREFORE, the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and the plaintiff be, and she is, hereby awarded an absolute divorce from the defendant, and that said parties are, and each of them is, hereby restored to the status of a single person.

2. That the plaintiff is hereby awarded as her sole and separate property the following described real property:

> The south half of Lot 9 in SW Quarter of SE Quarter, Section 15, Township 6, South Range 34 E. B. M. of Brennan and Cahoon Acres according to the plat thereof on file in the office of the County Recorder of Bannock County, Idaho,

subject to the remaining indebtedness thereon which plaintiff shall assume and pay.

That the plaintiff is further awarded as her sole and separate property the following described real property:

> The undivided half interest in Lots 13 and 14 of Block 475, Pocatello Townsite, Bannock County, Idaho, according to the official plat thereof on file.

3. That the plaintiff is hereby awarded as her sole and separate property the following described personal property:

> All of the household goods and furniture located in the home of plaintiff on said Brennan and Cahoon Acres in Bannock County, Idaho.

4. That the plaintiff is further awarded as her sole and separate property one 1942 Pontiac, two door sedan, motor number 505176, title number A501302, which automobile was purchased by plaintiff and paid for entirely from her separate funds and property.

The defendant has no right, title, or interest in and to any of the above described real and personal property.

5. That the defendant is hereby awarded as his sole and separate property all monies which he has in the bank, all stocks or bonds or any other personal property he might have.

Dated this 24th day of September, 1949.

Isaac McDougall

ISAAC MCDOUGALL
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Hannah Sessions, Plaintiff -vs- Orson L. Sessions, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 26th day of September, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7381

Anna Keefe

16063

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BANNOCK

SEP 24 1949 11 23 AM

BEDRICH FRUHAUF,

Plaintiff,

vs.

JARMILA MARANOVA FRUHAUF,

Defendant.

DECREE

This cause came on this day to be heard on the complaint of the plaintiff, Don J. McClenahan appearing as attorney for the plaintiff, and John A. Carver, Jr. appearing as attorney for the defendant, and thereupon the parties announced themselves ready for trial and the said cause was tried upon the complaint of the plaintiff and the answer of the defendant thereto.

WHEREUPON the Court proceeded to hear the testimony and examined the evidence offered, and upon the testimony of the plaintiff, duly corroborated as to the residence of said plaintiff, it appearing to the Court that the allegations of the complaint are sustained by the testimony and are sufficient in law to entitle the plaintiff to the relief prayed for, and particularly that the plaintiff is, and was, for a period of six full weeks prior to the filing of his complaint, a resident of the state of Idaho; it further appearing that the plaintiff and the defendant have entered into a property settlement agreement; and it further appearing to the Court that the property settlement agreement made and entered into between the plaintiff and said defendant on the 18th day of July, 1949, is fair and equitable and ought to be confirmed;

and it further appearing to the court that the defendant is a fit and proper person to have the custody of the minor child;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

(1) That the marriage heretofore and now existing between the plaintiff and defendant be, and the same is hereby dissolved, and that the parties are and each of them is free from the bonds of matrimony and all obligations thereof;

(2) That the custody of the minor child of the plaintiff and the defendant be, and the same is hereby awarded to the defendant, subject to reasonable rights of visitation by the plaintiff.

(3) That the plaintiff shall pay the sum of $75.00 per month for the support and maintenance of said minor child until said minor child shall attain the age of 21 years, and said payments by the plaintiff to be for the sole use and benefit of the child.

(4) That the property settlement agreement made and entered into between plaintiff and said defendant on the 18th day of July, 1949, be, and the same is hereby confirmed.

DONE at Pocatello, Idaho, this 24th day of September, 1949.

L. E. GLENNON
District Judge

CERTIFICATE

STATE OF IDAHO)
County of Bannock) ss

I, Anna Keefe, clerk of the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Bannock, do hereby certify that the foregoing is a true and correct copy of the original decree of divorce, Fruhauf v. Fruhauf, No. 16063, filed in the above entitled action and remaining now on file in my office at Pocatello, Bannock County, Idaho.

In witness whereof, I have hereunto set my hand and affixed my official seal this 24th day of September, 1949.

_____
Clerk

By_____

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Bedrich Fruhauf, Plaintiff -vs- Jarmila Maranova Fruhauf, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 26th day of September, 1949

By_____
Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED

CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

7382

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

GLADYS LEE ROMRIELL, Plaintiff,	)	
vs.	)	DECREE OF DIVORCE
CALVIN C. ROMRIELL, Defendant.	)	

This cause came regularly on to be heard before the Court sitting without a jury at chambers in Pocatello, Bannock County, Idaho, on the 24th day of September, 1949. Merrill and Merrill, attorneys at law, appeared for and on behalf of the plaintiff, and no one appeared for and on behalf of the defendant; and

It appearing to the Court that the defendant was duly and regularly served with Summons; that the said defendant failed to appear and plead to plaintiff's complaint within the time allowed by law or at all, and his default for failing to plead to plaintiff's complaint on file herein has been duly and regularly entered according to law; and

It further appearing to the Court and the Court finds from the evidence offered and received for and on behalf of the plaintiff that both the plaintiff and the defendant are now and have been for more than six weeks last past bonafide residents of the State of Idaho, living at McCammon, Bannock County, Idaho, and that all of the material allegations of the plaintiff's complaint are true and correct and that a Decree of Divorce should be entered in favor of the plaintiff and against the defendant for the fault of the defendant; and

It further appearing to the Court from the evidence introduced that the parties have agreed that the equity of said parties in the real estate located in Bannock County, Idaho, and described as follows, to-wit:

> Lots two and three, Block three, South McCammon Townsite in Bannock County, Idaho;

together with the furniture and fixtures located therein and one 1938 Chevrolet 2-door sedan should be awarded to the defendant and that there should be awarded to said plaintiff all of her personal belongings; and

It further appearing to the Court that there has been born of said marriage two children, to-wit: Gordon Lee Romriell, age 7 years and Ida Colleene Romriell, age 3½ years, and that the care,custody and control of the said Gordon Lee Romriell should be awarded to the defendant and that the care, custody and control of Ida Colleene Romriell should be awarded to the plaintiff, and that the said defendant, Calvin C. Romriell, should pay to the said plaintiff, Gladys Lee Romriell, the sum of $20.00 per month for the care, maintenance and education of the said minor child, Ida Colleene Romriell, and should further pay to the said plaintiff the sum of $146.50 for court costs and attorneys fees; and

The Court being fully advised on the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Gladys Lee Romriell, and the defendant, Calvin C. Romriell, be and the same are hereby dissolved and the parties are freed from the obligations thereof and each of them is restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following described property, to-wit:

> Lots two and three, Block three, South McCammon Townsite, in Bannock County, Idaho;

together with the furniture and fixtures located therein on the property above described and one 1938 Chevrolet 2-door sedan, be and the same are hereby awarded to the defendant, Calvin C. Romriell, as his sole and separate property, free and clear of any claim or right of the plaintiff, Gladys Lee Romriell, therein except as hereinafter set forth.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That all of the personal clothing and effects of the plaintiff, Gladys Lee Romriell, be and the same are hereby awarded to her.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the custody and control of Gordon Lee Romriell, age seven years, minor child of said parties, be and he is hereby awarded to the defendant, Calvin C. Romriell, with the right of the plaintiff, Gladys Lee Romriell, to visit said child at any reasonable time and with the right of the child to visit the said Gladys Lee Romriell at any reasonable time so long as said visitations do not in any way interfere with the care and control of the defendant over said minor child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the custody and control of Ida Colleene Romriell, age three and one-half years, minor child of said parties, be and she is hereby awarded to the plaintiff, Gladys Lee Romriell, with the right of the defendant, Calvin C. Romriell, to visit said child at any reasonable time and with the right of the child to visit the said Calvin C. Romriell at any reasonable time so long as said visitations do not in any way interfere with the care and control of the plaintiff over said minor child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant, Calvin C. Romriell, pay to the plaintiff, Gladys Lee Romriell, for the care, maintenance and education of Ida Colleene Romriell, minor child of said parties, the sum of $20.00 per

month, the same to be paid on the first day of October, 1949 and on the first day of each and every month thereafter until said minor child comes of age or until further ordered by this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant, Calvin C. Romriell, pay to the plaintiff, Gladys Lee Romriell, the sum of $146.50, the same being court costs and attorneys fees in this action, and that the said plaintiff, Gladys Lee Romriell, have judgment against the said defendant, Calvin C. Romriell, for said amount of $146.50, the same to constitute a lien against the real estate above described until the same is fully paid.

Dated this 24th day of September, 1949.

Jesse W. Dunn

District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Gladys Lee Romriell, Plaintiff -vs- Calvin C. Romriell, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of October, 1949

By ..... Deputy

Anna Keefe

Clerk, District Court, Ex-Officio Auditor and Recorder

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

16015

FILED
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
SEP 26 1949 3:45 P. M.

ILA BYBEE,)

Plaintiff,)

-vs-) DECREE

GLEN BYBEE,)

Defendant.)

- - - - - - - - - - - - - - - - - -

The above entitled cause having come on regularly for hearing before the Court, and the plaintiff appearing in person and by her counsel, Ben Peterson, and the defendant appearing not, either in person or by counsel, and it appearing to the Court that the defendant has been duly and regularly served with Summons and Complaint as required by law, and that the time has expired for filing of an appearance by the defendant, and that no appearance has been filed, and it further appearing that the default of the defendant has been duly and regularly made and entered, and that the defendant is not a person within the terms and provisions of the Soldiers' and Sailors' Civil Relief Act of 1940; and the plaintiff having been duly sworn and testified on her own behalf, and Alba Rasmussen having been sworn and testified in respect to the residence of the plaintiff, and the Court having found that the allegations of plaintiff's Complaint are fully sustained by the proof, and that the plaintiff is entitled to relief prayed for.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, as follows:

I.

That the bonds of matrimony heretofore existing between the parties be, and the same are hereby, dissolved, and an absolute Decree of Divorce is granted in favor of the plaintiff and against the defendant, and the parties, and each of them, are restored to their status of unmarried persons.

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

II.

That the plaintiff be, and she is hereby, awarded as her sole and separate property the following described property:

Lots One and Two in Block Seventy-Three Townsite of Downey, Bannock County, Idaho, according to the official plat thereof filed in the office of the County Recorder of Bannock County, State of Idaho.

together with all household goods and furnishings located in the dwelling house on the above described real property.

III.

That the defendant be, and he is hereby, awarded as his sole and separate property the 1937 Chevrolet truck belonging to the parties herein, and that the defendant pay to the plaintiff for attorney fees the sum of One Hundred Dollars ($100.00).

DONE IN OPEN COURT, This 26 day of September, 1949

ISAAC MCDOUGALL
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Ila Bybee, Plaintiff -vs- Glen Bybee, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 26th day of September, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

16014

IN AND FOR THE COUNTY OF BANNOCK

RAY O. McLEAN,	:	F I L E D Anna Keefe CLERK, AUDITOR & RECORDER BANNOCK COUNTY, IDAHO SEP 27 1949 4:03 P. M.
Plaintiff,	:	
vs.	:	D E C R E E
FAYE McLEAN,	:	
Defendant.	:	

This matter coming on for hearing at chambers, at Pocatello, Bannock County, Idaho, the plaintiff being present inperson and by his counsel, O. R. Baum, and the defendant coming not, but making default herein, and by reason of such default having waived the making of Findings of Fact and Conclusions of Law; and it appearing to the Court that an Affidavit of Non-Military status of the defendant has been filed herein and an Order entered that judgment may be entered and, after submission of proof, and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing by and between the plaintiff and defendant be, and they are, hereby severed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, custody and control of the minor child of the parties, to wit: Ronnie McLean, age five, shall be, and the same is hereby, awarded to the said defendant, provided however, that said plaintiff shall be privileged to visit said child at reasonable times.

DATED this 27th day of September, 1949.

L. E. Glennon
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Ray O. McLean, Plaintiff -vs- Faye McLean, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 28th day of September, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

16037 7385

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

SEP 28 1949 3 30 PM

JOSIE MAE CLARK TAYLOR,

Plaintiff,

vs.

LORIN R. TAYLOR,

Defendant.

DECREE OF DIVORCE

This cause came regularly on for trial on the 28th day of September, 1949, before the Honorable L. E. Glennon, District Judge. Louis F. Racine, Jr. atterney at law, appeared for and on behalf of the Plaintiff. Harold Lee, attorney at law, appeared for and on behalf of the Defendant. Evidence was introduced upon the issues framed by the Complaint of the Plaintiff and the Answer of the Defendant thereto. Findings of Fact and Conclusions of Law were expressly waived by the parties, and said cause submitted for decision:

The Court being now fully advised in the law and the premises, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I.

That the Plaintiff be granted a divorce upon her Complaint and that the marriage existing between the said Josie Mae Clark Taylor and Lorin R. Taylor be and the same is hereby dissolved and each of the parties be and they are hereby restored to the status of a single person.

II.

That the property settlement Agreement heretofore entered into between the parties and introduced as "exhibit A," be and the same is in all respects approved and confirmed, and in conformance therewith, IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the community property of said parties be and the same is hereby awarded as follows:

To Josie Mae Clark Taylor, as her sole and separate property

free from any claim of Lorin R. Taylor, the following:

a. The East One Hundred (100) feet of Lots Nine (9) and Ten (10), in Block One Hundred Seventy-seven (177), Pocatello Townsite, Bannock County, Idaho,

together with the tenements, hereditaments and appurtenances thereto belonging of in anywise appertaining.

b. All household goods, fixtures and furniture situated within the residence described in "a" hereof.

c. 1939 Chrysler 4-door Sedan, Serial No. 76-12766, Motor No. C 2243629.

To Lorin R. Taylor, as his sole and separate property, free from any claim of Josie Mae Clark Taylor, the following:

a. The East Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$) Section Sixteen (16), Township Four (4) North, Range Thirty-eight (38) East of the Boise Meridian, together with all ditch and water rights appurtenant or in anywise appertaining thereto.

Together with certain household goods, fixtures and furniture and certain farm machinery.

b. 1946 Oldsmobile Club Sedan, Serial No. 76-103082, Motor No. 612 644.

c. Certain moneys, bonds, notes and other credits, all appearing in the name of Lorin R. Taylor.

That Lorin R. Taylor shall pay to Josie Mae Clark Taylor the sum of Three Thousand Dollars ($3,000.00) in full settlement of any and all property rights, either separate or community property, including the community interest in crops now sown or grown on the separate property of Lorin R. Taylor, and as and for full settlement of any and all rights of Josie Mae Clark Taylor to support and maintenance and, or, alimony, the said Three Thousand Dollars ($3,000.00) to be paid as follows:

Two Thousand Dollars ($2,000.00) on the 28th day of September, 1949 and One Thousand Dollars ($1,000.00) on the 15th day of January, 1950.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Agreement herein referred and introduced in evidence as "Exhibit A" and that said Agreement is by reference incorporated in this Decree and made a part hereof.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Plaintiff be restored her name prior to the marriage of Plaintiff and Defendant, namely, that of Josie Mae Clark.

DATED this 28th day of September, 1949.

L. E. Glennon
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Josie Mae Clark Taylor, Plaintiff -vs- Lorin R. Taylor, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 28th day of September, 19 49.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BANNOCK

MARIE SCHREINER,)
Plaintiff,)
vs) DECREE
DEWEY LEE SCHREINER.)
Defendant.)

SEP 28 10 14 AM

This cause came on regularly to be heard before the undersigned District Judge in his Chambers at Pocatello, Idaho, on the 28th day of September, 1949.

The plaintiff appearing in person and by her attorneys, Jones, Pomeroy, & Jones, and no one appearing for or in behalf of the above named defendant, and it appearing to the Court that the defendant was duly served with a summons and complaint in said action and failed to appear, plead or answer to the complaint within the time provided by law or at all.

UPON MOTION of the attorneys for the plaintiff, default was entered against the defendant.

It appearing to the court that no evidence was offered for and on behalf of defendant and evidence being offered and received for and in support of the complaint of plaintiff. Evidence being closed, the case was submitted to the court for consideration and decision and after due deliberation thereon the court ordered that judgment be entered in favor of the plaintiff and against the defendant in accordance with the prayer of the said complaint, and that all the allegations in said complaint of the plaintiff are true and such are found to be the fact.

NOW THEREFORE, the law and the evidence being by this court fully understood and considered;

IT IS ORDERED, ADJUDGED AND DECREED (1) that the bonds of matrimony now existing between plaintiff and defendant be and they hereby are absolutely dissolved and held for naught and each of the parties restored to the status of a single person; (2) that the care, custody and control of the minor child of the parties hereto, namely, Paul Lee Schreiner, of the age of eleven years, be and he is hereby awarded to the plaintiff herein.

Dated this 28th day of September, 1949.

L. E. GLENNON
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Marie Schreiner, Plaintiff -vs- Dewey Lee Schreiner, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 28th day of September, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

anna Keeps

7387

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

VENNA JEAN SCHERBEL, a Minor, by her Guardian Ad Litem, Leo L. Warren,

Plaintiff

-vs-

GORDON H. SCHERBEL,

Defendant.

DECREE.

Copy

THIS CAUSE Came on regularly to be heard before the Honorable Isaac McDougall Judge of the above entitled Court sitting at Chambers at Pocatello, Bannock County, Idaho, this 22nd day of September, 1949; the said plaintiff appearing in person and by her attorney, Carl C. Christensen and the said defendant not appearing either in person or by counsel,

AND It appearing to the Court that the said defendant has heretofore, to-wit: On the 8th day of September, 1949, been regularly served with process and has failed to appear and answer the plaintiff's complaint filed herein or otherwise plead thereto, and the full legal time for so doing having expired and no answer, demurrer or other pleading having been filed or served, the default of said defendant in the premises having been duly entered according to law,

WHEREUPON, Said plaintiff and her witness were duly sworn and examined and evidence introduced from which it appears that all the material allegations contained in the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or sufficiency, and that the said matters so alleged and proved on behalf of the plaintiff are sufficient to entitle her to the relief prayed for in her complaint and the Court being fully advised,

NOW, THEREFORE, On motion of Carl C. Christensen, attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, VENNA JEAN SCHERBEL, and the defendant, GORDON H. SCHERBEL be and the same hereby are absolutely dissolved, set aside and held for naught, and the parties be and hereby are divorced and freed from all the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff's name be and hereby is changed to that of VENNA JEAN WARREN, that being her name prior to her marriage to the defendant now dissolved by this decree.

DATED AND DONE at Chambers at Pocatello, Bannock County, Idaho, this 29th day of September, 1949.

Isaac McDougall
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

VENNA JEAN SCHERBEL, a Minor, by her Guardian Ad Litem, Leo L. Warren, Plaintiff -vs- Gordon H. Scherbel, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of October, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH

MYRTLE MAY BANNON,
Plaintiff,
vs.
ROBERT BANNON,
Defendant.

DECREE

The above entitled cause came on regularly for trial before the court, sitting without a Jury, at St. Maries, Idaho, on the 20th day of September, 1949, at 10 o'clock A M. Plaintiff appeared in person and represented by her attorney, Paul C. Keeton of Lewiston, Idaho. Defendant did not appear either in person or by attorney, and the defendant having been regularly served with summons and complaint within the jurisdiction of this court on the 30th day of July, 1949, and he having failed to appear, demur or answer within the time allowed by law or at all, and being in default, and his default having been entered, the court proceeded to hear the case. Whereupon testimony was submitted for and on behalf of the plaintiff, and oral and documentary evidence received, and it further appearing to the court that the defendant is not in the military services of the United States in any capacity whatsoever, and the court having made and filed his Findings of Facts and Conclusions of Law,

NOW, THEREFORE, by reason of the law and the premises, and by reason of the Findings of Facts and Conclusions of Law,

IT IS ORDERED, ADJUDGED AND DECREED that the court has jurisdiction of the parties and the subject matter of the action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff, Myrtle May Bannon, and the defendant, Robert Bannon, be and they hereby are wholly and forever dissolved, and that the parties are released from each other and from all matrimonial obligations, and each is restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay the plaintiff the sum of $175.00 as attorney fees and court costs in the prosecution of this action, and that plaintiff have judgment against the defendant for said sum.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff's former name, that of Myrtle May Henriques, be and the same hereby is restored to her.

Dated this 20th day of September, 1949.

Seal

O. C. Wilson

DISTRICT JUDGE

ATTEST:

R. H. Whiteside

Clerk of the District Court

COMPARED BY

71679 INDEXED

STATE OF IDAHO)
County of Benewah) ss.
Filed Sept. 20 1949
at 1:35 o'clock P.M.
R.H.Whiteside
Clerk District Court
By Deputy

E-292
Case #2098

Form C-500—Certificate of True and Correct Copy.

PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 63458

STATE OF IDAHO,
COUNTY OF BENEWAH, } ss.

I, R. H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the original Decree, in the case of Myrtle May Bannon, Plaintiff, vs. Robert Bannon, defendant,

now on file in my office.

Witness my hand and seal on this, the

4th day of October, 1949

R. H. Whiteside
Clerk of the District Court.

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH.

LEAH CHRISTENSEN,

Plaintiff,

vs.

ROY L. CHRISTENSEN,

Defendant.

D E C R E E.

The above entitled cause came on regularly for trial before the court, sitting without a jury, at St. Maries, Idaho, on the 20th day of September; 1949; plaintiff appeared in person and represented by her attorney, Paul C. Keeton, of Lewiston, Idaho. The defendant did not appear either in person or represented by attorney, and the defendant having been regularly served with summons and complaint by personal service outside the State of Idaho, he having been regularly served with summons and complaint in Mesa County, Colorado, on the 20th day of December, 1948, and he having failed to appear, demur or answer within the time allowed by law or at all, and being in default, and his default having been entered, the court proceeded to hear the case. Whereupon testimony was submitted for and on behalf of the plaintiff, and oral and documentary evidence received, and it further appearing to the court that the defendant is not in the military services of the United States in any capacity whatsoever, and the court having made and filed his Findings of Fact and Conclusions of Law,

NOW, THEREFORE, by reason of the law and the premises, and by reason of the Findings of Fact and Conclusions of Law,

IT IS ORDERED, ADJUDGED AND DECREED that the court has

jurisdiction of the parties and the subject matter of the action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the bonds of matrimony existing between the plaintiff, Leah Christensen, and the defendant, Roy L. Christensen, be and they hereby are forever and wholly dissolved and the plaintiff is granted and given an absolute decree of divorce from the defendant, and the parties are released from each other and from all matrimonial obligations, and are restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the child, Sherry Christensen, the issue of the marriage, be and she hereby is awarded to the custody, care, control and raising of the plaintiff.

Dated this 20th day of September, 1949.

Seal

O.C. WILSON
District Judge.

ATTEST:

R. H. WHITESIDE
Clerk of the District Court.

(Seal)

71678

Indexed

COMPARED
BY Iram

State of Idaho)
County of Benewah) ss.
Filed Sept. 20, 1949
at 1:32 o'clock P.M.
R. H. Whiteside
Clerk District Court
By Agatha Moore
Deputy

E - 291
Case No. 2003

Form C-500—Certificate of True and Correct Copy. PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 63458

STATE OF IDAHO,
} ss.
COUNTY OF BENEWAH,

I, R. H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the original Decree, in the case of Leah Christensen, Plaintiff, vs. Roy L. Christensen, defendant,

now on file in my office.

Witness my hand and seal on this, the

4th day of October, 1949.

R. H. Whiteside

Clerk of the District Court.

7390

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF BINGHAM.

JAMES H. NELSON, Plaintiff, vs. JOYE L. NELSON, Defendant.	DECREE OF DIVORCE

In this action the defendant, Joye L. Nelson, having been duly and regularly served with Summons and Complaint in the manner provided by law, and the said defendant having failed to appear and plead or answer to the plaintiff's complaint on file herein, and the time allowed by law for pleading and answering herein having expired, and it appearing from the acknowledgment of the defendant on file herein that she is not engaged in the military or naval service of the United States of America, the default of the said defendant, in the premises, having been duly entered herein according to law, this cause came on regularly to be heard before the Judge of the above entitled Court at Chambers in the City of Blackfoot, Bingham County, Idaho, upon the complaint of the plaintiff and the default of the defendant; L. Ivan Jensen, Esq., appearing on behalf of the plaintiff, and the defendant not appearing either in person or by counsel, the Court proceeded to hear the testimony adduced on behalf of the plaintiff, from which it appears that all the material allegations of the plaintiff's complaint are true and are proved true by competent evidence, free from objection or exception as to its sufficiency, relevancy and materiality, and that the plaintiff is entitled to the relief prayed for in said complaint.

NOW THEREFORE, the Court being fully advised in the law and the premises, and upon motion of L. Ivan Jensen, Attorney for the Plaintiff,-

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, James H. Nelson, and the defendant, Joye L. Nelson, be, and the same are hereby absolutely dissolved, and the said parties are, and each of them is, hereby restored to the status of single persons.

IT IS HEREBY FURTHER ORDERED, That the custody of the minor children of plaintiff and defendant, namely, Mary Helen Nelson, Anna Karinita Nelson, Carla Belle Nelson and Bonnie Jean Nelson, be, and they are hereby given and awarded to the plaintiff; and it appearing to the Court that the defendant is a fit and proper person to have the custody of said children, it is hereby provided that the plaintiff may allow the defendant to have the care and custody of said children during such time as the said defendant properly cares for said children and does not neglect them or leave them unattended and uncared for.

IT IS HEREBY FURTHER ORDERED, That the plaintiff and defendant be, and they are hereby directed to properly provide for the welfare, maintenance, support and education of said minor children.

Dated this 7th day of September, 1949.

Preston Thatcher

JUDGE OF SAID DISTRICT COURT.

STATE OF IDAHO,)
:SS.
COUNTY OF BINGHAM.)

I DO HEREBY CERTIFY: That I am the duly elected, qualified and acting Clerk of the above entitled court, at all times herein mentioned; that the above and foregoing is a full, true and correct copy of the Original "DECREE OF DIVORCE", in the above entitled cause of action, duly made and entered herein on the date above specified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said District Court, this 8th day of September, 1949.

V. F. WOOTTON,

CLERK OF SAID DISTRICT COURT,

BY Stella C. Urisna

DEPUTY CLERK.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

BONNIE JEANNE MILLIGAN, Plaintiff, vs. KLDON J. MILLIGAN, Defendant.	JUDGMENT AND DECREE

This cause came on regularly to be heard before Honorable Preston Thatcher, Judge of the above entitled Court, sitting without a jury, at Blackfoot, Bingham County, Idaho, during the May Term, 1949, thereof on this 7th day of September, 1949, upon the complaint of the plaintiff herein taken as confessed for failure of the defendant to either appear, plead or answer herein, Karl M. Cory, attorney at law, appearing on behalf of the plaintiff and the plaintiff appearing in person, and the defendant not appearing either in person or by counsel, and it satisfactorily appearing to the Court that due service of process was had upon the defendant herein, that the defendant has not pleaded, answered or appeared herein, and that the time for answering to said complaint has expired and that the default of the said defendant has been duly and regularly entered according to law, the Court proceeded to hear the testimony adduced on behalf of the plaintiff from which it satisfactorily appears to the Court that all of the material allegations of the plaintiff's complaint are proved by competent evidence free from any exception or objection as to its sufficiency, competency and relevancy, and that the plaintiff is entitled to the relief prayed for in the complaint, and the Court being fully advised in the premises,

WHEREUPON IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now existing between the plaintiff, Bonnie Jeanne Milligan, and the defendant, Kldon J. Milligan, be and the same are hereby absolutely dissolved and said parties are, and each of them is, hereby restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff,

Bonnie Jeanne Milligan, be and she is hereby restored to her maiden name, to-wit: Bonnie Jeanne Hall.

DATED this 7th day of September, 1949.

PRESTON THATCHER
District Judge.

STATE OF IDAHO,)
: ss.
County of Bingham.)

I HEREBY CERTIFY that the within and foregoing instrument is a full, true and correct copy of the JUDGMENT AND DECREE as entered in the civil case wherein Bonnie Jeanne Milligan is plaintiff, and Kldon J. Milligan is defendant, as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of my office at Blackfoot, Bingham County, Idaho, this 7th day of September, 1949.

V. F. Hootton Clerk

(S E A L)

By Marie J. Randall
Deputy Clerk and Ex-Officio Recorder.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

BETTY FARRIS SIMMONS, Plaintiff, -vs- ROBERT H. SIMMONS, Defendant.	COPY FINAL JUDGMENT AND DECREE OF DIVORCE

The above entitled action having been brought on regularly to be heard and tried before the Honorable Preston Thatcher, Judge of the above entitled Court, sitting without a jury, on the 14th day of September, 1949, the plaintiff appearing in person and with her counsel of record, Donald R. Good, Esq., and the defendant failing to appear herein in person, or by counsel, and having failed to file any pleading in this action, and the default of the said defendant, Robert H. Simmons, having been heretofore duly and regularly entered herein according to law, and it appearing that the defendant is not in the military service or the naval service of the United States within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court finds that all material allegations and averments of plaintiff's Complaint are sustained by testimony free from all legal exceptions as to competency, admissibility or sufficiency, and that said matters so alleged and proved by the testimony of two competent witnesses in behalf of said plaintiff are sufficient in law to entitle the plaintiff to the relief prayed for in her said Complaint;

The Court finds that the plaintiff is a resident of the State of Idaho, and was such a resident of said State at the time of the commencement of this action, and for a period of more than six weeks immediately prior thereto, and that due and legal service of the Summons and Complaint in said action has been made upon the said defendant, Robert H. Simmons, by the Sheriff of Bingham County, State of Idaho, and that the time allowed by law has expired and that the said defendant has

failed to appear herein or plead in person or by counsel, or otherwise, or at all, and the default of the said defendant has been duly and regularly entered herein, and the Court being fully advised in the premises;

NOW, THEREFORE, upon Motion of Donald R. Good, Esq., attorney of record for plaintiff, It Is Ordered, Adjudged and Decreed by this Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided, the said Court does hereby Order, Adjudge and Decree that the marriage between the plaintiff, Betty Farris Simmons, and the said defendant, Robert H. Simmons, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is freed absolutely and released from said bonds of matrimony, and all of the obligations thereof, and restored to the status of single persons;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that the following described separate and community personal property, to-wit:

> One sectional living set consisting of three pieces; one platform rocker; one dinette set, consisting of six chairs and table; one 8 x 12 rug and one drum table;
>
> One bedroom suite consisting of bed, springs and mattress; chest of drawers, dressing table, bench and night stand; one cedar chest; and miscellaneous dishes, bedding and linens;

be, and the same are awarded to the plaintiff as her sole and separate property, free from all right, title, claim or interest of the defendant in or to the same, or any part or portion thereof;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that the following described personal property of the parties, to-wit:

One 1937 model Ford Coupe;

be, and the same is awarded to the defendant as his sole and separate property, free from all right, title, claim or interest of the plaintiff in or to the same, or any part or portion thereof; subject to all existing liens and encumbrances thereon;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that the care, custody and control of the minor child, Robert Farris

Simmons, be, and the same is hereby awarded to the plaintiff, Betty Farris Simmons, provided, however, that the defendant shall have the right to see and visit said child at all reasonable, proper and convenient times and places so long as he shall comply with the provisions of this Decree with respect to the payment of the amount required for the support, maintenance and education of said minor child;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, that the defendant be required to pay to plaintiff the sum of $50.00 on the 1st day of October, 1949, and a like amount each and every thirty days thereafter, pending the further Order of the Court herein, for the support, maintenance and education of the minor child, Robert Farris Simmons.

Dated at Blackfoot, Idaho, this 14th day of September, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered in the above-entitled action on the 14th day of September, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 20th day of September, 1949.

V. F. Wootton, Clerk of said District Court.

By Maria Randall Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM.

MARGIE JOYLEEN GIBBS, a Miner, by her Guardian Ad Litem, Lavon Rider,

Plaintiff,

-vs-

GEORGE EUGENE GIBBS,

Defendant.

COPY

FINAL JUDGMENT AND DECREE OF DIVORCE

This cause came on regularly for trial upon the Complaint of the plaintiff and the Answer of the defendant thereto this 14th day of September, 1949, the plaintiff appearing in person, by her Guardian Ad Litem, Lavon Rider and by her attorney of record, Donald R. Good, Esq., and the defendant failing to appear in person or by his attorney of record, Carl C. Christensen; whereupon the Court proceeded to hear the evidence and testimony adduced on behalf of the plaintiff and thereupon admitted in evidence the Stipulation of the attorneys of record for the respective parties hereto, which said Stipulation the Court approves and adopts, and the parties having waived the making of Findings of Fact and Conclusions of Law;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Margie Joyleen Gibbs, and the defendant, George Eugene Gibbs, be, and the same are hereby dissolved absolutely, and that said parties be, and they are hereby restored to the status of single persons;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That the defendant be, and he is hereby directed to pay all doctor and hospital bills, medicants and supplies incidental to or occasioned by the plaintiff's present condition of pregnancy in a total sum not to exceed $125.00;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That in

the event a living child is born to plaintiff by reason of her present state and condition of pregnancy, that the defendant shall be required to pay to plaintiff thirty days from and after date of the birth of said child and each and every thirty days thereafter, pending the further order of this Court herein, the sum of $25.00 for the support and maintenance of said minor child;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that the care, custody and control of any minor child born as a result of the present pregnancy of the plaintiff be, and the same is hereby awarded to the plaintiff, Margie Joyleen Gibbs, pending the further order of the Court herein, provided, however, that the defendant shall have the right and privilege to see and visit said minor child at all reasonable, proper and convenient times and places so long as he shall have fully complied with the provisions of this Decree with respect to the payments to be made for the support and maintenance of said child;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That the 1947 model four-door Dodge Sedan mentioned and described in said Complaint be, and the same is hereby awarded to the defendant as his sole and separate property, free from all right, title, claim or interest of the plaintiff in or to the same, or any part or portion thereof;

IT IS FURTHER SO ORDERED ADJUDGED AND DECREED, That the remaining personal property mentioned and described in said Complaint, to-wit;

Two table lamps, one dinner set, miscellaneous silverware, dishes, linens, bedding and cooking utensils;

be, and the same are hereby awarded to the plaintiff as her sole and separate property, free from allright, title, claim or interest of the defendant in or to the same, or any part or portion thereof;

DATED at Blackfoot, Idaho this 14th day of September, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered in the above-entitled action on the 14th day of September, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 20th day of September, 1949.

V. F. Wootton, Clerk of said District Court

By Marie J. Randall Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

Rita Alice Paxton,
Plaintiff

vs.

Richard K. Paxton,
Defendant

D E C R E E

In this action the defendant having been duly and regularly personally served with summons and having acknowledged service of summons and complaint and having entered his appearance in writing in said action and subjected himself to the jurisdiction of this Court and having failed to answer within the time allowed and agreed upon as provided in said appearance, and the default of the said defendant having been duly and regularly entered according to law for his failure to appear and plead further, or answer herein within the time allowed therefor, this cause came on for trial before Hon. Preston Thatcher, Judge of the above entitled Court at Blackfoot, Bingham County, Idaho, on the 28th day of September, 1949, upon the complaint of the plaintiff and the default of the defendant as aforesaid, J. H. Andersen, Esq., appearing on behalf of the plaintiff and the defendant not appearing, either in person or by Counsel, the Court proceeded to hear the evidence adduced on behalf of the plaintiff from which it satisfactorily appears to the Court that all of the material allegations of plaintiff's complaint are proved by competent evidence, free from exception or objection as to its sufficiency, relevancy and admissibility, and that the plaintiff is entitled to the relief prayed for in the complaint.

Now, Therefore, the Court being fully advised in the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony now existing between the plaintiff Rita Alice Paxton, and the Defendant, Richard K. Paxton, be, and the same are hereby absolutely dissolved, and said parties are, and each of them is hereby released from the obligations of matrimony and are hereby restored to the status of single persons.

IT IS FURTHER ORDERED that until further order of the Court herein, that plaintiff be, and she is hereby awarded the custody of the minor children of said parties, namely, Richard Paxton, age eight years, and Janet Faee Paxton, age six years. Provided: that the defendant may see and visit said children at reasonable times and places so long as he is not in default in compliance with the terms of this decree.

IT IS FURTHER ORDERED, that until further order of the Court herein, the defendant be, and he is hereby required to pay to the plaintiff, monthly, between the 1st and the 15th day of each and every month hereafter, the sum of $ 150 00, to assist the plaintiff in the care, support, maintenance and education of said minor children, and that said payments shall continue until said children shall have attained their respective majorities.

Dated this 28th day of September, 1949.

Preston Thatcher
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made andentered in the above-entitled action on the 28th day of September, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 1 day of October, 1949.

V. F. Wootton, Clerk of District Court.

By Marie J. Randall Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

MARTHA G. LOEWENSTEIN,

Plaintiff,

-VS-

RICHARD M. LOEWENSTEIN,

Defendant.

D E C R E E.

This cause coming on to be heard before the Court this 1st day of September, 1949, the plaintiff being present in person and being represented by Everett B. Taylor, her attorney, the defendant being represented by Joseph McFadden, his attorney, the following proceedings were had:

It appearing to the court that a duly verified answer had been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agreed that the said action should be tried before the Court, without a jury, at this time, and that each of the said parties were ready for trial. The Court after hearing the testimony submitted for and on behalf of the plaintiff, which was duly corroborated, and the issue of the plaintiff's domicile having been contested, and both sides having rested; the Court having considered the law and the evidence, now finds that all material allegations of the complaint are true and correct; that plaintiff is, and for more than six weeks immediately prior to the filing of the complaint in this action has been a resident of Blaine County, State of Idaho, in which County she had her place of residence and domicile, and the Court having rendered its decision herein in writing, consisting of findings of fact and conclusions of law, which said decision is in favor of said plaintiff.

NOW, therefore, in accordance therewith, IT IS ORDERED, ADJUDGED, AND DECREED, That the marriage between the plaintiff Martha G.

Loewenstein, and the defendant Richard M. Loewenstein, be dissolved and said parties and each of them is freed and released from the bonds of matrimony.

D one in Open Court at Hailey, Idaho, this 1st day of September, 1949.

D. H. Sutphen
DISTRICT JUDGE.

CLERK'S CERTIFICATE OF TRUE COPY

STATE OF IDAHO,)
) ss.
County of Blaine,)

I, George McCoy, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true coprect copy of the original divorce decree in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 1st day of Sept 1949, A. D., 1949.

ATTEST: George F McCoy Clerk.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

ZOE VOETH,

Plaintiff,

-VS-

HAROLD W. VOETH,

Defendant.

DECREE.

This cause coming on to be heard before the Court this 10th day of September, 1949, the plaintiff being present in person and being represented by Everett B. Taylor, her attorney, the defendant being represented by Joseph J. McFaddon, his attorney, the following proceedings were had:

It appearing to the Court that a duly verified answer had been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agreed that the said action should be tried before the Court, without a jury, at this time, and that each of the said parties were ready for trial. The Court after hearing the testimony submitted for and on behalf of the plaintiff, which was duly corroborated, and the issue of the plaintiff's domicile having been contested, and both sides having rested; the Court having considered the law and the evidence, now finds that all material allegations of the complaint are true and correct; that plaintiff is, and for more than six weeks immediately prior to the filing of the complaint in this action has been a resident of Blaine County, State of Idaho, in which County she had her place of residence and domicile, and the Court having rendered its decision herein in writing, consisting of findings of fact and conclusions of law, which said decision is in favor of said plaintiff

NOW, therefore, in accordance therewith, IT IS ORDERED ADJUDGED, AND DECREED, that the marriage between the plaintiff Zoe Voeth and the defendant Harold W. Voeth, be dissolved and said parties and each of them is freed and released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the separation agreement between the parties dated the 13th day of June, 1949, marked plaintiff's Exhibit "A", on file in this Court, providing for a settlement of their property rights between the parties and of the claims of each of them against each other, be approved, confirmed and ratified by this Court, and the parties are each hereby ordered and directed to comply with the terms and provisions thereof on his or her part to be performed with the same force and effect as if such terms and provisions were set out in haec verba as a part hereof.

Done in Open Court at Hailey, Idaho, this 10th day of September, 1949.

D. H. SUTPHEN
DISTRICT JUDGE.

CLERK'S CERTIFICATE OF TRUE COPY.

State of Idaho,)
County of Blaine,) ss.

I, George F. McCoy, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original divorce decree in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 10th day of September, A. D., 1949.

Attest: George F. McCoy, Clerk.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE.

Eugene E. Mathews,
Plaintiff,

-vs-

Norma E. Mathews,
Defendant.

DECREE OF DIVORCE.

THIS CAUSE coming on to be heard before the Court this 12th day of September, 1949.; the plaintiff appearing in person and by his attorney, L. L. Sullivan, and the defendant not appearing, and it appearing that the defendant has been duly served with Summons and copy of the Complaint herein, and it also appearing that the defendant has failed to appear or plead or answer the Complaint, the default of the defendant was duly entered according to law; and proofs having been regularly taken herein, from which it appears that the allegations of the Complaint are sustained by the testimony, and that the matters so alleged and proven are sufficient to entitle the plaintiff to the relief prayed for in the Complaint, and the Court being fully advised in the premises: Now, on motion of L. L. Sullivan, counsel for plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between plaintiff and defendant be wholly dissolved and the same is hereby dissolved accordingly.

DONE in open court at Hailey, Blaine County, State of Idaho, this 12th day of September, 1949.

D. H. Sutphen

District Judge.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BLAINE

Eugene E. Mathews

Plaintiff

vs.

Norma E. Mathews

Defendant

CLERK'S CERTIFICATE OF TRUE COPY

STATE OF IDAHO,
County of Blaine, } ss.

I, George E. McCoy, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 12th day of September, A. D., 19 49

By .....Deputy. Attest: George E. McCoy Clerk.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISIRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

GABY E. WALDENSBERGER,
Plaintiff,
-VS-
JOSEPH F. WALDENSBERGER,
Defendant.

D E C R E E.

This cause came on to be heard in Chambers, at Gooding, Idaho, this _____day of September, 1949, the plaintiff being present in person and being represented by Everett B. Taylor, her attorney, and the defendant being represented by Joseph McFadden, his attorney, the following proceedings were had:

It appearing to the Court that a duly verified answer had been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agreed that the said action should be tried before the Judge of the said District Court at Chambers, in Gooding, Idaho, in the said District, without a jury, at this time, and that each of the said parties wore ready for trial. The Court, after hearing the testimony submitted for and on behalf of the plaintiff, which was duly corroberated, and both sides having rested, now finds that all the material allegations of the complaint are true and correct and that the said plaintiff is entitled to the relief prayed for in her complaint.

WHEREFORE, By reason of the law and the premises; findings of fact and conclusions of law having been waived by stipulation;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That the marriage between the plaintiff Gaby E. Waldonsborger, and defendant Joseph F. Waldensberger, be dissolved and said parties are, and each of them is freed and released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That an agreement has been made and entered into between the respective parties with respect to the custody of the one minor child of plaintiff and defendant, to-wit, Richard J. Waldensberger, a son, six years old,

also in respect to a division and settlement of the property rights and interests of said parties were adjusted and settled, is contained in a certain Separation Agreement made and entered into on the 2nd day of September, 1949, by and between the above named plaintiff as "Wife", and the above named defendant as "Husband", each acting upon advice of counsel. The original of said Separation Agreement has been introduced in evidence herein as plaintiff's Exhibit "A", and the same is hereby approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, Gaby E. Waldensberger, be and is hereby awarded custody care, control and education of said minor child, namely, Richard J. Waldensberger, for a period of 9 months of each year; these 9 months being the regular school year months. That the defendant shall have the care, control and custody of said minor child 3 months of each year; those being the regular summer vacation months, until said child becomes of age or is sooner married, provided the defendant can properly and adequately care for the said minor child during such periods.

IT IS FURTHER ORDERED ADJUDGED AND DECREED, That the said Joseph F. Waldensberger, defendant herein, shall pay and he hereby is required to pay to the plaintiff the sum of Thirty-five ($35.00) Dollars monthly, on the first day of each month, commencing October 1, 1949, for the support, maintenance, and education of said minor child, during the months of the year that said child is in the custody, care and control of the Plaintiff, or until said child becomes of age or is sooner married. That the defendant shall not pay to the plaintiff Thirty-Five ($35.00) Dollars monthly for the support and maintenance of said minor child, While the said child is in the care, custody and control of the defendant;

the defendant agreeing to provide for the support and maintenance of the said child while in his care and custody.

Done in Chambers, at Gooding, Idaho, this 19 day of September, 1949.

D. H. Sutphen
DISTRICT JUDGE.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF BLAINE

Gaby E. Waldensberger,
Plaintiff
vs.
Joseph F. Waldensberger,
Defendant

CLERK'S CERTIFICATE OF TRUE COPY

STATE OF IDAHO, County of Blaine, } ss.

I, GEORGE F. McCOY, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original DECREE in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 19 day of September, A. D., 19 49

By Ethel L. Dubler Deputy. Attest: George F. McCoy Clerk.

7399

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

Ida E. McCaskill Plaintiff vs. **Scovill D. McCaskill** Defendant	**Decree of Divorce**

This cause coming on regularly to be heard this thirteenth day of September, 1949, before me, the Hon. D. H. Sutphen, Judge of the above entitled Court, in open Court at Hailey, Blaine County, Idaho, the plaintiff appearing in person with her counsel, Conroy Gillepsie, and the defendant failing to appear either in person or by counsel; and it appearing that on the ninetheenth day of August, 1949, defendant was personally served with summons and complaint outside the State of Idaho in the manner required by law; and that the defendant has failed to make appearance in person or by counsel within the time required by law and such time having expired and the default of the defendant having been duly made and entered in the manner provided by law, and said cause having been submitted to the Court for its decision, the Court finds that all the material allegations of the plaintiff's complaint are true and correct, and being fully corroborated by a competent witness, and that a decree of divorce should be granted as prayed for in plaintiff's complaint, and that the marriage between the plaintiff and defendant be wholly set aside and dissolved:

CONROY GILLESPIE
ATTORNEY AT LAW
OFFICE: HAILEY, IDAHO

IT IS NOW THEREFORE , on this thirteenth day of September, 1949, ordered, adjudged and decreed that the marriage relationship heretofore existing by and between the defendant and plaintiff, Scovill D. McCaskill and Ida E. McCaskill, be, and the same are hereby cancelled, anulled and set aside, and that the plaintiff is hereby forever divorced from the defendant and that each of the parties hereto are hereby restored to their status as single persons.

Done in open court this 13th day of September, 1949.

D. H. Sutphen
District Judge.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BLAINE

Ida E. McCaskill

Plaintiff

vs.

Scovill D. McCaskill

Defendant

CLERK'S CERTIFICATE OF TRUE COPY

STATE OF IDAHO, }
County of Blaine, } ss.

I, George F. McCoy, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 13th day of September, A. D., 1949.

Attest: George F. McCoy Clerk.

By ..... Deputy.

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

ALICE CLEARY,
Plaintiff,
vs.
PATRICK CLEARY,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 19th day of September, 1949, upon the Complaint of plaintiff and Answer of the defendant, a Stipulation having been filed in the action setting the case for trial on the above date.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by Stipulation, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Alice Cleary, and the defendant, Patrick Cleary, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That plaintiff's former name of Alice Ferrian be and the same is hereby restored to her.

STATE OF IDAHO, } ss.
County of Bonner, }
Filed September 20, 1949
at 9:30 A. M
Alex T. Russell
Clerk of District Court
By Dorothy Campbell
Deputy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the 1937 Chevrolet Coupe be and the same is hereby awarded to the defendant, Patrick Cleary, as his sole and separate property, and the plaintiff shall have no further right, title nor interest therein.

Done in Open Court at Sandpoint, Idaho, this 19th day of September, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, IN Civil Action No. 6502, ALICE CLEARY, Plaintiff, vs. PATRICK CLEARY, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 20th *day of* September, 1949.

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

3:25 6475

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

MAUDIE JOANN BOWERS, Plaintiff,

vs.

KENNETH BOWERS, Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint , Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 19th day of September, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been served by publication and mailing of a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin : the defendant did not appear, nor was he represented by counsel: plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Maudie Joann Bowers, and the defendant, Kenneth Bowers, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of wilful neglect for more than one year.

Done in Open Court at Sandpoint , Idaho, this 19th day of September, 1949.

STATE OF IDAHO)
County of Bonner)
Filed September 19, 49
3:25 P. M.
Alex T. Russell,
Clerk of District Court.
Vivian E. Shoemaker,
Deputy.

O. C. Wilson
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6475.
MAUDIE JCANN BOWERS, Plaintiff, vs. KENNETH BOWERS, Defendant,

now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the
19th *day of* September, *194*2.
Alex T. Russell, *Clerk*
By Dorothy Campbell, *Deputy*

6484

7402

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

CLARA PATTERSON,
Plaintiff,
vs.
RAY PATTERSON,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 26th day of September, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been served by publication and mailing of a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Clara Patterson, and the defendant, Ray Patterson, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

STATE OF IDAHO }
County of Bonner } ss.

Filed September 26, 1949
12:05 P. M.
Alex T. Russell,
Clerk of the District Court.
By Vivian E. Shoemaker,
Deputy.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, Clara Patterson, be awarded the care, custody and control of the minor child, Linda Diane Patterson, subject to the right of the defendant to visit said child at reasonable and proper times, providing he pays the sum of Forty ($40.00) Dollars per month for the care and support of said child.

Done in Open Court at Sandpoint, Idaho, this 26th day of September, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO, }
County of Bonner } *ss.*

7402

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6484, CLARA PATTERSON, Plaintiff, vs. RAY PATTERSON, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 26th *day of* September, *1949.*

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

10:55 6479

7403

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

JEAN SANDERS,
Plaintiff,
vs.
ALFONS SANDERS,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 30th day of September, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Jean Sanders, and the defendant, Alfons Sanders, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of non support.

STATE OF IDAHO)
County of Bonner) ss.
Filed September 30 1949
10:55 A. M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff is hereby awarded the care, custody and control of the two minor children, Diane Sanders and Audrea Sanders.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That in the event defendant desires to visit said children, then he shall have to pay Fifty ($50.00) Dollars per month to the plaintiff for their care and support.

Done in Open Court at Sandpoint, Idaho, this 30th day of September, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6479, JEAN SANDERS, Plaintiff, vs. ALFONS SANDERS, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 30th *day of* September, *1949.*

Alex T. Russell *Clerk*

By Dorothy Campbell *Deputy*

6487

7404

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DIXIE SCHWALBE,

Plaintiff,

vs.

ROBERT M. SCHWALBE,

Defendant.

D E C R E E

The above entitled action came on for hearing before the Court sitting without a jury at Sandpoint, Bonner County, Idaho, at two o'clock P.M. on Friday, September 30, 1949, at which time the plaintiff appeared in person and represented by one of her attorneys, Raymond T. Greene Jr., Esq., and the defendant did not appear either in person or by attorney, he being in default and his default having been entered, the Court proceeded to hear the case. Thereupon testimony and corroborating testimony was submitted for and upon behalf of the plaintiff and the Court being fully advised in the premises and Findings of Fact and Conclusions of Law having been waived by virtue of the default of the defendant, and through his failure to appear at the trial, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, Dixie Schwalbe, be and she hereby is granted an absolute decree of divorce of and from the defendant, Robert M. Schwalbe.

Dated and done this 30th day of September, 1949.

E. V. BOUGHTON
District Judge

STATE OF IDAHO }
County of Bonner }
Filed Oct 30 1949
at 2:15 P.M.
Alex T. Russell

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6487, DIXIE SCHWALBE, Plaintiff, vs. ROBERT M. SCHWALBE, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 30th *day of* September, *1949.*

Alex T. Russell, *Clerk*

By Dorothy Campbell *Deputy*

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

DOROTHY DURSTELER,	)	
Plaintiff,	)	FINDINGS OF FACT, CONCLUSIONS OF LAW
-vs-	)	AND DECREE OF DIVORCE.
WALTER DURSTELER,	)	
Defendant.	)	

- - - - - - - - - - - - - - - - - - -

This cause having come on regularly for trial this 26th. day of August, 1949, the plaintiff appearing by John Forebauer, attorney, and the defendant appearing by John M. Sharp, attorney, and the court having heard the testimony and having examined the proofs offered by the respective parties, and the court being fully advised in the premises, finds the facts as follows:

1. That plaintiff and defendant are, and for more than six weeks preceding the commencement of this action, have been, bona fide residents of the County of Bonneville, State of Idaho.

2. That defendant was duly and regularly served with a true copy of the summons issued out of the above entitled court, in the within cause, attached to which was a true copy of the complaint filed herein.

3. That defendant appeared and filed his answer to plaintiff's complaint filed herein.

4. That this court has jurisdiction of the subject matter of this suit and of the person of the plaintiff and of the person of the defendant.

5. That plaintiff and defendant intermarried in the City of Idaho Falls, State of Idaho, on November 10, 1938, and ever since have been, and now are, wife and husband.

6. That there are three minor children, namely, Patricia Marie, age 8 years, Kenneth Walter, age 6 years, and Jimmy Wayne, age 4 years. That the minor child Patricia Marie is the daughter of plaintiff and defendant by adoption; and that the minor children Kenneth Walter and Jimmy Wayne are issue of said marriage.

7. That the community property of plaintiff and defendant consists of the following:

PERSONAL PROPERTY:

Household furniture, goods and fixtures, of the approximate value of $300.00; one Model 1936 Ford Truck, of the approximate value of $300.00.

REAL PROPERTY:

Lots Forty-six (46), Forty-seven (47) and Forty-eight (48), inclusive, in Block Forty-eight (48) of Highland Park Addition to the Original Town of Eagle Rock, now the City of Idaho Falls, Bonneville County, Idaho, according to the recorded plat thereof, known as 1100 Cassia Avenue in the City of Idaho Falls, Idaho, of the value of approximately $1500.00.

8. That the plaintiff is a fit and proper person to have the custody of the minor children of plaintiff and defendant.

9. That the defendant is an able-bodied man, capable of earning in excess of $250.00 per month.

10. That $100.00 attorney's fees and $16.40 costs are reasonable amounts to be allowed plaintiff to enable her to compensate her attorney, John Forebauer, for services rendered in this action.

11. That defendant has treated plaintiff in a cruel and inhuman manner.

CONCLUSIONS OF LAW

As Conclusions of Law, from the foregoing facts, the Court finds that the plaintiff is entitled to a judgment and decree of divorce on the ground of extreme cruelty, dissolving the bonds of matrimony between plaintiff and defendant; that plaintiff is entitled to the care, custody and control of the minor children, subject to the right of defendant to visit said children at reasonable times and places and in a reasonable manner, and to take said children on short vacations not exceeding one day's duration; that plaintiff be allowed support money for the said minor children as hereinafter set out in the decree; that the community property of plaintiff and defendant be divided as hereinafter set forth in the decree; and that the plaintiff be allowed a reasonable sum from defendant to defray the expenses of this action and for her attorney's fees.

NOW, THEREFORE, on motion of John Ferebauer, attorney for plaintiff, it is hereby considered, adjudged, ordered and decreed, that the marriage heretofore and now existing between the above named plaintiff, Dorothy Dursteler, and the above named defendant, Walter Dursteler, be, and the same hereby is, forever dissolved, set aside and held for naught, and that the plaintiff and defendant, and each of them, be, and they hereby are, restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff have, and she is hereby awarded, the care, custody and control of the minor children, to-wit: Patricia Marie, Kenneth Walter and Jimmy Wayne, subject to the right of defendant to visit with said children at reasonable times and places and in a reasonable manner, and to take the children on short vacations not exceeding one day's duration, and plaintiff will not interfere unduly with the visits of defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that defendant pay to plaintiff the sum of $22.50 support money for each child, each month, until said children respectively reach the age of majority, or until the further order of the Court, the first payment to be due and payable on September 15, 1949.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff have, and she is hereby awarded, as her sole and separate property, for her sole and separate use and benefit, all of the household goods, furniture and effects, now located at the residence known as 1100 Cassia Avenue, Idaho Falls, Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that defendant have, and he is hereby awarded, as his sole and separate property, for his sole and separate use and benefit, the 1936 Model Ford truck.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following described real property, to-wit:

> Lots Forty-six (46), Forty-seven (47) and Forty-eight (48), in Block Forty-eight (48) of Highland Park Addition to the Original Town of Eagle Rock, now the City of Idaho Falls, Idaho, according to the recorded plat thereof, together with

all improvements and hereditaments,

be, and the same is hereby awarded one-half to the plaintiff and one-half to the defendant, to be retained, unincumbered, as a residence for the plaintiff herein and the said minor children of the parties hereto, until the youngest of said minor children reaches the age of majority, or until the further order of this court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that John Ferebauer, have and recover of and from the defendant the sum of $100.00, as a reasonable attorney's fee for services rendered herein, by the said John Ferebauer, to the plaintiff herein, and that execution shall issue therefor.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff have and recover of and from defendant her costs and disbursements herein expended, taxed and allowed in the sum of $16.40.

Dated this 10th day of September, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, } ss.
County of Bonneville, }

7305

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Findings of Fact, Conclusions of Law and Decree of Divorce in case #7290 entitled Dorothy Dursteler, Plaintiff, vs. Walter Dursteler, Defendant,

Recorded in Book 15 of Judgments, page 486,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

WYDENA PAYNE,)
Plaintiff,)
-vs-) ORDER MODIFYING DECREE
DUANE PAYNE,)
Defendant.)

The above-entitled cause came on for hearing on the 26th day of August, 1949, before Honorable Henry S. Martin, District Judge in the Courthouse at Idaho Falls, County of Bonneville, State of Idaho, on an Order To Show Cause for modification of the original Decree of Divorce. The plaintiff appeared in person and by her attorney, John M. Sharp, and the defendant appeared in person, and by his attorney, John Ferebauer. Testimony was given by both parties and their witnesses.

A Memorandum Decision was rendered by the court on the 6th day of September, 1949, and in accordance therewith, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AS FOLLOWS:

That the Decree of Divorce dated August 27, 1948, providing

> "(2)That the defendant, Duane Payne, shall have the custody of the minor child, DiAnn Payne, for a period of six months, commencing with the 27th day of August, 1948 and every other six months period thereafter until said child shall reach school age; that the plaintiff, Wydena Payne, shall have the custody of said minor child for the six months period commencing with the 27th day of February, 1949, and every other six months period thereafter until said child shall reach school age;".

be modified to read:

> "The plaintiff shall have the care, custody and control of DiAnn Payne from August 15th of each year until May 15th of each year, commencing with 1949, and the defendant shall have the care, custody and control of said child during the so-called vacation months, May 15th to August 15th, of each year, ~~commencing 1950~~, and that the sum of $20.00 per month support money shall be paid, as provided by the original Decree, during the time said child is in the custody of the plaintiff.

DATED AT IDAHO FALLS, IDAHO, this 26th day of ~~September~~ August, 1949.

/s/ Henry S. Martin
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Order Modifying Decree in Case #7203 entitled Wydena Payne, Plaintiff vs. Duane Payne, Defendant

Recorded in Book 18 of District Court Minutes, page 13,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

VERNON H. WICKHAM,)
Plaintiff,)
-vs-) DECREE OF DIVORCE.
HORTENSE JOHNSON WICKHAM,)
Defendant.)

- - - - - - - - - - - - - - - - - -

The above entitled cause came on for hearing this 2nd. day of September, 1949, the plaintiff appearing with counsel, John Ferebauer, and his witness, J. E. Robinson. Defendant did not appear, either in person or by counsel; it appearing to the Court that the defendant was duly served and has failed to plead thereto; that the default of the defendant has been duly entered and the affidavit of non-military service duly filed; the plaintiff having submitted proofs touching the allegations of the complaint and the court being fully advised in the premises:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That the bonds of matrimony heretofore existing by and between the plaintiff, Vernon H. Wickham, and the defendant, Hortense Johnson Wickham, be dissolved absolutely, and that each party is hereby freed from the other and placed in the status of a single person.

2. That all community property of the parties herein is hereby awarded to the defendant, Hortense Johnson Wickham.

3. That the name of the defendant is hereby restored to that by which she was known prior to said marriage, that is, Hortense Johnson.

Made, dated and entered this 2nd. day of September, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7473 entitled Vernon H. Wickham, Plaintiff vs. Hortense Johnson Wickham, Defendant,

Recorded in Book 15 of Judgments, page 470,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

IVA ANDERSON,

Plaintiff,

vs.

LEWIS L. ANDERSON,

Defendant.

DECREE.

The above-entitled cause coming on regularly to be heard and tried before the Honorable Henry S. Martin, District Judge, at Chambers at Idaho Falls, County of Bonneville, State of Idaho, on the 2nd day of September, 1949, the defendant and cross-complainant, Lewis L. Anderson, appearing in person and by one of his attorneys, Errol H. Hillman, and the plaintiff and cross-defendant, Iva Anderson, appearing not, either in person or by attorney, and it appearing that the above-named plaintiff has moved the Court for an order dismissing her Complaint on file herein, and it appearing that the above-named cross-defendant, Iva Anderson, has been duly and regularly served with cross-complainant's cross-complaint on file herein, and that she has filed herein an appearance submitting herself to the jurisdiction of this Court in respect to the cause of action set forth in said cross-complaint, and has refused to demur, answer, or plead further in said cause, and has consented to an immediate hearing of this case without further notice to her, either in term time or vacation, in open Court or in Chambers, and has waived the making of findings of fact and conclusions of law herein, and has consented that default be entered against her on said cross-complaint, and the default of the said cross-defendant having been duly and regularly entered herein, and the parties hereto having entered

into a stipulation with respect to the division of their property and the custody of their minor children, and it appearing to the Judge that said stipulation is in all respects fair, just, and equitable, and the Judge having heard the evidence, and the matter having been submitted, and it appearing that all of the allegations contained in the cross-complainant's cross-complaint are true, and that the cross-complainant is entitled to a divorce on the ground of extreme cruelty, and the Judge being fully advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. That the plaintiff's Complaint on file herein be, and the same hereby is dismissed.

2. That the bonds of matrimony existing between the cross-complainant, Lewis L. Anderson, and the cross-defendant, Iva Anderson, be, and they are hereby dissolved and each restored to the status of a single person.

3. That the cross-complainant, Lewis L. Anderson, shall have, and he is hereby granted the sole care, custody, and control of the minor child, Max Anderson, provided, however, that the said cross-defendant shall have the right to visit said minor child at all reasonable times and places.

4. That the cross-defendant, Iva Anderson, shall have, and she is hereby granted the sole care, custody, and control of the minor child, Marlene Anderson, provided, however, that the said cross-complainant shall have the right to visit said minor child at all reasonable times and places.

5. That one 1940 Pontiac automobile, one refrigerator, one washing machine, and all other household goods and furniture, excepting one bedroom set and one cedar chest, be, and the same are hereby awarded and decreed to the cross-complainant, Lewis L. Anderson, as his sole and separate property and for his sole and separate use and benefit.

6. That one bedroom set and one cedar chest be awarded and decreed to the cross-defendant, Iva Anderson, as her sole and separate property and for her sole and separate use and benefit.

7. That the cross-defendant, Iva Anderson, has waived all and every claim of every nature and description against the cross-complainant, Lewis L. Anderson, for alimony or support, or for the support of the minor child, Marlene Anderson, or for costs of suit or attorney fees.

Dated this 2nd day of September, 1949.

HENRY S. MARTIN

DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree in Case # 7464 entitled Iva Anderson, Plaintiff, vs. Lewis L. Anderson, Defendant,

Recorded in Book 15 of Judgments, page 472,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

KENNETH L. DECKER, Plaintiff,	)	
-VS-	)	DECREE OF DIVORCE
NELITA DECKER, Defendant.	)	

The above-entitled cause came on for hearing this 2nd day of September, 1949, the plaintiff appearing with counsel, John M. Sharp, and his witness. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has failed to plead thereto; that the default of the defendant has been duly entered, and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of extreme cruelty,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Kenneth L. Decker, and the above-named defendant, Nelita Decker, be, and the same hereby is, forever dissolved, set aside and held for naught.

II.

That the following property, to-wit: The interest which plaintiff and defendant now own in a Westinghouse Refrigerator and in a gas range and water heater, together with all personal items and clothings, be awarded to the plaintiff as his sole and separate property.

III.

That the defendant shall have as her sole and separate property, the interest which plaintiff and defendant now hold in a certain 1940 Pontiac Sedan, together with all her personal belongings and clothing and miscellaneous household items, including kitchen equipment, bedding and linens.

IV.

That the care, custody and control of Katherine LeClaire Decker, the minor child of plaintiff and defendant, be awarded to the defendant, subject to the right of plaintiff to visit said child at all reasonable times and places; that the plaintiff shall pay to the defendant, for the support, maintenance and education of said minor child, the sum of $35.00 each and every month, on or before the 5th day of the month, commencing with August, 1949, for the support, education and well-being of said child until she reaches the age of majority.

V.

It is further ordered, adjudged and decreed that this shall be a full and complete settlement of all property rights, community or otherwise between the plaintiff and defendant.

DATED AT IDAHO FALLS, IDAHO, this 2nd day of September, 1949.

/s/ Henry S. Martin
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7457 entitled Kenneth L. Decker, Plaintiff, vs. Nelita Decker, Defendant

Recorded in Book 15 of Judgments, page 476,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

ELNORA HILTON,

Plaintiff,

vs

JUDGMENT

RICHARD N. HILTON,

Defendant.

The above entitled cause came on for hearing before the undersigned Judge of said District Court, at Chambers, at Idaho Falls, Bonneville County, Idaho, this 2nd day of September, 1949, Albaugh, Bloem & Hillman appearing as attorneys for the plaintiff, and no appearance being made by or for the defendant, it appearing that the defendant has been duly and personally served with the Summons in said action, attached to which was a true copy of the complaint, that the time for answering said complaint has expired, and that no answer, demurrer or other appearance has been made by or for the defendant, that said defendant is wholly in default and that such default has been duly entered by the Clerk of this Court, and it further appearing that an affidavit of the non-military or naval service of the defendant has been made and filed herein, and the Court hereby finds that the defendant is not within such military or naval service, and that said cause may proceed as by default so far as the provisions of the Act of Congress known as the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, is concerned.

Evidence in support of the allegations of her complaint was adduced by and on behalf of the plaintiff, and after duly considering the same and the files and records in said action, the court finds that the allegations of said complaint are fully sus-

tained by the evidence, and that plaintiff is entitled to the relief demanded in said complaint.

It is therefor ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony heretofore existing between the parties be, and the same hereby in all things are, forever dissolved, and the parties are hereby each restored to the status of a single person.

2. That the plaintiff, Elnora Hilton, have, and she is hereby awarded the sole care and custody of the minor child of the parties, Daniel Lee Hilton, subject to the right of the defendant to see and visit said child at reasonable times and intervals.

3. That the defendant pay to the plaintiff as and for the support and maintenance of said child the sum of Twenty Dollars ($20.00) per month, commencing forthwith, the first payment to be made within ten days from the entry of this decree, and continuing until said child reaches the age of eighteen years, or until the further order of the Court in the premises.

4. That the plaintiff have as her sole and separate property, and for her sole and separate use and benefit, all of the household furniture and house furnishings of the parties.

5. That the defendant have as his sole and separate property, and for his sole and separate use and benefit, one 1941 Chevrolet Sedan Delivery truck.

6. That the two-thirds interest of the parties in the crop now being harvested on 160 acres of land being farmed by the defendant near Monteview, in Jefferson County, Idaho, be divided equally between the parties after payment of the expenses of raising and harvesting the same, and that the defendant pay one-half of the net proceeds of such crop to the plaintiff as soon as such harvesting is completed and the crop sold.

Dated September 2, 1949.

HENRY S. MARTIN
District Judge.

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Judgment in Case # 7469, entitled Elnora Hilton, Plaintiff vs. Richard N. Hilton, Defendant,

Recorded in Book 15 of Judgments, page 461,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

MARIA LINDHOLM WHITE,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
DE WITT CLINTON WHITE,)
Defendant.)

- - - - - - - - - - - - - - - - - - - -

THIS CAUSE came regularly on to be heard this 2nd. day of September, 1949, R. A. Owen, attorney at law, appearing for and on behalf of said plaintiff, and defendant not appearing, either in person or by attorney, and the Court having heard all of the evidence herein and duly considered the same, and it appearing therefrom, to the satisfaction of the Court, that said defendant, De Witt Clinton White, was duly served with a copy of the summons attached to a copy of the complaint herein, and that the defendant has filed an appearance and waiver herein and has refused to plead further, and that the default of said defendant has been duly and regularly entered herein according to law, and it further appearing to the Court, upon the proofs taken herein, that all of the material allegations of the complaint are sustained by the testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in her complaint, and that the Court has jurisdiction of the parties to, and the subject matter of, this action, and the Court being fully advised in the premises:

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and the Court, by virtue of the power and authority therein vested, and in pursuance of the statute in such cases made and provided, does order, adjudge and decree, that the marriage between the plaintiff,

Maria Lindholm White, and the defendant, De Witt Clinton White, be, and the same is hereby dissolved, and the said parties are, and each of them is, freed and absolutely released from the bonds of matrimony and all of the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following described property is the separate property and estate of the plaintiff, to-wit:

> Beginning at a point North 314.6 feet and West 33 feet from the center line intersection of the Roosevelt Highway with the Yellowstone Park Highway; or on the section line between Sections 34 and 35, Township 3 North, Range 38 East Boise Meridian; thence South 145.3 feet; thence Southwesterly following a curve to the right with a radius of 326.3 feet, and a curve length of 286.2 feet; thence South 50 degrees 28 minutes West, 145.3 feet; the last three mentioned courses following along the West boundary line of the Yellowstone Park Highway; thence North 4 degrees 41 minutes East, 75.4 feet; thence North 25 degrees 14 minutes East, 400 feet; thence North 45 degrees, 47 minutes East, 75.4 feet, to the point of beginning, containing 1.00 acre, more or less. Being in the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$) of Section Thirty-four (34), Township Three (3) North, Range Thirty-eight (38) East of the Boise Meridian.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be, and she is hereby awarded, community property of the parties consisting of the following:

REAL PROPERTY

> Lots Three (3) and Four (4), in Block Eighty (80) of Highland Park Addition to the Original Town of Eagle Rock, now the City of Idaho Falls, Idaho, according to the recorded plat thereof.

PERSONAL PROPERTY

> Philco home freezer, oil stove, stock in Bowes Sealfast Corporation, of the value of $100.00, and Model A Ford Automobile, Motor #

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff's former name, to-wit: Maria Lindholm, be, and the same is hereby restored to her.

Made, dated and entered this 2nd. day of September, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case # 7420, entitled Maria Lindholm White, Plaintiff, vs. DeWitt Clinton White, Defendant,

Recorded in Book 15 of Judgments, page 467,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

GRACE CORBETT LIVINGSTON,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
FRED W. LIVINGSTON,)
Defendant.)

- - - - - - - - - - - - - - - - - -

THIS CAUSE came regularly on to be heard this 2nd. day of September, 1949, E. A. Owen, attorney at law, appearing for and on behalf of said plaintiff, and defendant not appearing, either in person or by attorney, and the Court having heard all of the evidence herein and duly considered the same, and it appearing therefrom, to the satisfaction of the Court, that said defendant, Fred W. Livingston, was duly served by publication, and that the defendant has failed to appear or answer herein, and the default of said defendant has been duly and regularly entered herein according to law, and it further appearing to the Court, upon the proofs taken herein, that all of the material allegations of the complaint are sustained by the testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in her complaint, and that the Court has jurisdiction of the parties to, and the subject matter of, this action, and the Court being fully advised in the premises:

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and the Court, by virtue of the power and authority therein vested, and in pursuance of the statute in such cases made and provided, does order, adjudge and decree, that the marriage between the plaintiff, Grace Corbett Livingston, and the defendant, Fred W. Livingston,

be, and the same is hereby dissolved, and the said parties are, and each of them is, freed and absolutely released from the bonds of matrimony and all of the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody, control and education of the minor child of the parties hereto, namely, Dèrene Ann Livingston, be, and the same hereby is awarded to the plaintiff, Grace Corbett Livingston.

Made, dated and entered this 2nd. day of September, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7433, entitled Grace Corbett Livingston, Plaintiff, vs. Fred W. Livingston, Defendant,

Recorded in Book 15 of Judgments, page 464,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

ELAINE PETERSEN,

Plaintiff,

vs JUDGMENT

DALE L. PETERSEN,

Defendant.

The above entitled cause came before this Court for final hearing, at Chambers of the Court, at Idaho Falls, Idaho, this 9th day of September, 1949, the plaintiff appearing in person and by her attorneys, Albaugh, Bloom & Hillman, and no formal appearance being made by answer by the defendant to the complaint of the plaintiff, but the defendant being personally present in Court, and it appearing that the time allowed by the Court for answering said complaint having expired, and no answer or other appearance being made by the defendant, and the default of the defendant having been entered herein by the Clerk of this Court, evidence was thereupon adduced by the plaintiff in support of the allegations of the complaint, and no evidence was offered by the defendant contrary thereto.

After duly considering the evidence and the files and records of this action, the Court finds that the allegations of the complaint are fully sustained by the evidence, and that plaintiff is entitled to the relief demanded in said complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony heretofore existing between the plaintiff, Elaine Petersen, and the defendant Dale L. Petersen, be, and the same hereby are, in all things, dissolved, and each of the parties is hereby restored to the status of a single

person.

2. That the plaintiff have, and she is hereby awarded, the sole care, custody and control of the minor children of the parties, Robert Dale Petersen, aged 5 years, and Patricia Lee Petersen, aged 2½ years, subject to the right of the defendant to see and visit said children at reasonable times and intervals, so long as the defendant shall be in full compliance and not in default in the payments hereinafter required to be made by him for the support and maintenance of said children.

3. That the defendant pay to the plaintiff, as and for the support, maintenance and education of the minor child, Robert Dale Petersen, the sum of Twenty-five Dollars ($25.00) per month, payable $12.50 on the 26th day of September, 1949, and a like sum on the second and fourth Mondays of each and every month thereafter until said child reaches the age of majority, or until the further order of this Court in the premises, and that the defendant pay to the plaintiff, as and for the support, maintenance and education of the minor child, Patricia Lee Petersen, the sum of Twenty-five Dollars ($25.00) per month, payable $12.50 on the 26th day of September, 1949, and a like sum on the second and fourth Mondays of each and every month thereafter until said child reaches the age of majority, or until the further order of this Court in the premises.

4. That the defendant pay to Albaugh, Bloem & Hillman, attorneys for the plaintiff, as and for plaintiff's attorneys' fees herein, the sum of One Hundred Twenty-five Dollars, payable $12.50 on the 19th day of September, 1949, and a like sum on the third Monday of each month until fully paid.

5. That the plaintiff have as her sole and separate property, and for her sole and separate use and benefit, all of the household furniture and house furnishings, except one combination radio-phonograph, but including one electric refrigerator, and that the defendant pay and keep current the payments on the unpaid balance

remaining on the purchase price of said refrigerator.

6. That the defendant have as his sole and separate property, and for his sole and separate use and benefit, one 1936 Model 40 Buick automobile.

Dated September 9, 1949.

HENRY S. MARTIN
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Judgment in Case #7438 entitled Elaine Petersen, Plaintiff vs. Dale L. Petersen, Defendant

Recorded in Book 15 of Judgments, page 484,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

MARTHA A. STEADHAM, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
ROY STEADHAM, Defendant.	)	

The above-entitled cause came on for hearing this 9th day of September, 1949, the plaintiff appearing with counsel, John M. Sharp, and her witness. the Defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has failed to plead thereto; that the default of the defendant has been duly entered, and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of extreme cruelty,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Martha A. Steadham, and the above-named defendant, Roy Steadham, be, and the same hereby is, forever dissolved, set aside and held for naught.

II.

That the care, custody and control of Sherron Kay Steadham and Lynn Roy Steadham, the minor children of plaintiff and defendant, be awarded to the plaintiff, subject to the right of the defendant to visit said minor children at all reasonable times and places; that the

defendant shall pay to the plaintiff for the support, maintenance and education of said minor children, the sum of $50.00 each and every month beginning September, 1949, until they reach the age of majority.

DATED AT IDAHO FALLS, IDAHO, this 9th day of September, 1949.

/s/ Henry S. Martin
JUDGE OF THE DISTRICT COURT

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7462 entitled Martha A. Steadham, Plaintiff, vs. Roy Steadham, Defendant,

Recorded in Book 15 of Judgments, page 482,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

IDA MAY STAGNER, Plaintiff, -vs- JAMES RAY STAGNER, Defendant.	(COPY) DECREE OF DIVORCE

This cause came on regularly to be heard before the Honorable Henry S. Martin, Judge of the above entitled Court, in chambers, at Idaho Falls, Idaho, on the 8th day of June, 1949; the plaintiff appearing in person, and W. K. Naylor appearing as counsel for the plaintiff, and the defendant appearing not, either in person or by counsel, whereupon the plaintiff was duly and regularly sworn and examined and testified for and in her own behalf, and thereupon one Edna Gillette, witness for the plaintiff was duly and regularly sworn and examined and testified for and in behalf of the plaintiff, and thereupon plaintiff rested and no proof whatsoever having been submitted for or in behalf of the defendant, this cause was thereupon submitted to the Court for its decision upon the evidence submitted for and in behalf of the plaintiff, and the Court being fully advised in the premises now finds as follows:

I

That the above-named defendant has been duly and regularly served with a true copy of the Summons issued out of the above-entitled Court, in the within cause, together with and attached to a true copy of plaintiff's Complaint on file herein; that the defendant has heretofore appeared and filed a Demurrer to plaintiff's said Complaint, which said Demurrer was heretofore withdrawn by counsel for the defendant after leave of Court first

had and obtained, and John M. Sharp, counsel for the defendant, having appeared before the Court and consented that default be entered against the said defendant, the said default of the defendant has been duly and regularly entered herein according to law; that this Court has jurisdiction of the person of the above-named plaintiff and of the person of the above-named defendant and of the subject matter of this action; that it appears from the testimony of the plaintiff, and the Court further finds, that the plaintiff and defendant have entered into a verbal Stipulation for a settlement of their community property rights and for the custody and support of the minor children of plaintiff and defendant; that the plaintiff is a fit and proper person to have the care, custody and control of each and all of the minor children of plaintiff and defendant; that the allegations of plaintiff's said Complaint have been established by sufficient and competent evidence, free and clear from all legal objections and that the plaintiff is entitled to a Decree of divorce as prayed for in her said Complaint filed herein and in accordance with and pursuant to the testimony of the plaintiff in the matter of the verbal Stipulation between plaintiff and defendant.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore and now existing between the plaintiff, Ida May Stagner, and the defendant, James Ray Stagner, be, and the same are hereby absolutely dissolved, set aside and held for naught, and that the said plaintiff and the said defendant be, and they hereby are, restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following community property of plaintiff and defendant, to-wit, household furniture and effects mentioned or described as follows:

> Bedroom set (bed, chest of drawers, vanity), Estate Heatrola, Estate coal range, kitchen set (table, 6 chairs), Coronado radio, small table, lamp, small oil burner, hot plate, miscellaneous dishes and utensils,

be, and the same is hereby awarded and decreed to the plaintiff as her sole and separate property and for her sole and separate use and benefit.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that for and in consideration of the claims and demands of the plaintiff against the defendant for alimony and in settlement of the community property rights of plaintiff and defendant that the defendant shall pay to the plaintiff on or before the 1st day of December, 1949, the sum of $1000.00, lawful money of the United States, which shall be in full settlement of the community property rights of plaintiff and defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the certain 1937 Chevrolet four-door sedan automobile of plaintiff and defendant, and the following described real property, to-wit:

> Lots twenty-eight (28), twenty-nine (29) and thirty (30) in Block twenty-seven (27) of the South Park Addition to the City of Idaho Falls, Bonneville County, Idaho,

be, and the same are hereby awarded and decreed to the defendant as his sole and separate property and for his sole and separate use and benefit, provided however, that it is further ordered, adjudged and decreed, that the plaintiff shall have a lien on and against said real property as security for the said sum of $1000.00 herein awarded and decreed to the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of Sharlene Clarice Stagner, Carol Rae Stagner and Bonnie Faye Stagner, minor children of plaintiff and defendant, be, and the same is hereby awarded and decreed to the plaintiff, subject to the right of the defendant to see and visit said minor children at reasonable times and places, provided however, that the defendant shall not have the right or privilege to see or visit said minor children when he is intoxicated in any degree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant shall pay to the plaintiff for the support and maintenance of the minor children of plaintiff and defendant, the sum of $15.00 per month for each of said children commencing on or before the 15th day of September, and continually on or before the 15th day of each and every month thereafter until said minor children, respectively, become of age, or until the further order of the Court in the premises, and it is further ordered, adjudged and decreed, that the defendant shall pay to the plaintiff the sum of $45.00, which he has been heretofore ordered by this Court to pay for the support of said minor children for the month of August, 1949, and that the defendant shall pay said sum of $45.00 to the plaintiff on or before the 1st day of December, 1949.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant shall pay all existing and outstanding community debts owing by the plaintiff and defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant shall pay to W. K. Naylor, attorney of record for the plaintiff herein, the sum of $35.00 the balance of plaintiff's attorney's fees incurred herein and that the defendant shall pay plaintiff's costs incurred herein in the sum of $17.80.

Done and dated at Idaho Falls, Idaho, this 14th day of September, A. D. 1949.

Henry S. Martin
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case #7210 entitled Ida May Stagner, Plaintiff vs. James Ray Stagner, Defendant

Recorded in Book 15 of Judgments, page 490.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

GUY A. DODGE, plaintiff	)	
vs.	)	DECREE
VERLA E. DODGE, Defendant	)	

The above entitled cause came on for hearing this 16th day of September, 1949, before his Honor Henry S. Martin sitting without a jury. The plaintiff appeared in person with his witness, and counsel; the defendant did not appear either in person or by counsel; it appearing that the defendant filed a general demurrer and that said demurrer was with drawn and the default of the defendant was duly filed; the affidavit of non-military service of the defendant was duly filed and the court having heard the evidence and being fully informed as to the premises decrees as follows:

That the bonds of matrimony heretofore existing by and between the plaintiff and the defendant be dissolved absolutely and that each party is placed in the status of single persons and freed from each other.

It is further ordered, adjudged and decreed, that the plaintiff is hereby awarded the care, custody and control of Birtha E. Dodge, age six, and Desley J. Dodge, age four.

It is further ordered, adjudged and decreed that the plaintiff is hereby awarded all of the personal property mentioned in the complaint and the following described real estate is hereby decreed to the plaintiff:

NE¼ of NW¼, Section 15, Township 3, North Range 38, E.B.M., Bonneville County, Idaho

to have and to hold the same as his sole and separate property independent of any claim of the defendant.

It is further ordered, adjudged and decreed that the defendant may visit said children at any and all reasonable times and places and may take them to her home occasionally and give them presents as she may seem wise and prudent.

Dated this 16th day of September, 1949.

Henry S. Martin
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case #7454 entitled Guy A. Dodge, Plaintiff vs. Verla E. Dodge, Defendant

Recorded in Book 16 of Judgments, page 11,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

ELEANOR BURKE, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
NEWELL BURKE, Defendant.	)	

The above-entitled cause came on for hearing this 16th day of September, 1949, the plaintiff appearing with counsel, John M. Sharp and her witness. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has failed to plead thereto; that the default of the defendant has been duly entered; and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of extreme cruelty and it further appearing that plaintiff and defendant have entered into a verbal agreement between them;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Eleanor Burke, and the above-named defendant, Newell Burke, be, and the same hereby is, forever dissolved, set aside and held for naught.

II.

That the maiden name of the plaintiff, that of Eleanor Hess, is hereby restored to her.

III.

That the following property, to-wit: All of the household furniture owned by plaintiff and defendant, together with all dishes, linen and bedding and the saddle owned by plaintiff and defendant, is hereby awarded to the plaintiff as her sole and separate property.

IV.

That the 1941 Ford Sedan owned by plaintiff and defendant is hereby awarded to the defendant as his sole and separate property, subject to his obligation to pay the remaining amount due on the contract for the purchase of said car.

V.

The plaintiff is hereby ordered to pay the approximately $100.00 due by the parties on income tax, the $115.00 due to C. C. Anderson Company of Idaho Falls for the purchase of the afore-mentioned saddle, and the $150.00 borrowed by plaintiff and defendant from the parents of the plaintiff. The defendant is hereby ordered to pay all other debts and obligations of plaintiff and defendant not herein mentioned.

DATED AT IDAHO FALLS, IDAHO, this 16th day of September, 1949.

/s/ Henry S. Martin
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in case # 7485, entitled Eleanor Burke, Plaintiff vs. Newell Burke, Defendant,

Recorded in Book 16 of Judgments, page 6,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

JUNE WATSON,

Plaintiff,

vs JUDGMENT

SETH WATSON,

Defendant.

The above entitled cause came on for final hearing before the undersigned Judge of said District Court, at Chambers, at Idaho Falls, Bonneville County, Idaho, this 16th day of September, 1949, Geo. L. Barnard of the firm of Albaugh, Bloem & Hillman appearing as attorney for the plaintiff, and no appearance being made by or for the defendant, it appearing that the Summons in said action was heretofore personally served upon the defendant, together with a copy of the complaint in said action, and that the defendant has appeared generally in said cause by stipulation on file herein, under which stipulation the defendant, among other things, submitted himself to the jurisdiction of the Court herein, refused to demur, answer or plead further in said cause, consented that default might be entered against him withour further notice and that said cause might be heard at any time, either in open Court or in chambers, the parties expressly waiving the making of findings of fact and conclusions of law herein, and it further appearing that the time for answering said complaint provided by law has expired and the default of said defendant has been duly entered, the Court thereupon heard the evidence adduced in support of the allegations of plaintiff's complaint.

Now, after duly considering such evidence, and the files and

records of said action, and being fully advised in the premises, the Court finds that the allegations of the complaint are fully sustained by the evidence and that plaintiff is entitled to the relief prayed for in her complaint, subject to the terms and conditions of said stipulation entered into between the parties, which stipulation the Court finds is just and equitable under the circumstances of the parties.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony heretofore existing between the parties be, and the same hereby are in all things forever dissolved, and the parties are each restored to the status of a single person.

2. That the sole custody and control of the minor child of the parties, Ronald S. Watson, be, and the same hereby is, awarded to the plaintiff, June Watson, subject however, to the right of the defendant to see and visit said child at reasonable times and intervals, and to have said child for a total of not to exceed two weeks during the months of June, July, and August of each year, so long as the defendant shall not be in default in any respect in the payment of the amount adjudged to be paid by him for the support, maintenance and education of said child, and provided further, that the defendant shall not take or remove said child from the State of Idaho, and provided further, that the order and decree of the Court as to the custody and control of said child shall be subject to any further order that the Court may hereafter make in the premises.

3. That the defendant shall pay to the plaintiff, as and for the support, maintenance and education of said child, the sum of Forty Dollars per month, the first payment to be made on or before the 25th day of September, 1949, and a like payment to be made on or before the 25th day of each month thereafter until the said child reaches the age of majority or until the further order of the Court in the premises.

4. That the defendant pay to the plaintiff within thirty (30) days from the date hereof, the sum of Three Hundred Dollars, ($300.00), which sum shall be in full of any and all claims that the plaintiff may have for alimony or to any of the community property of the parties, except as hereinafter provided, and that the plaintiff may retain in her name the Certificate of Title to the 1940 Mercury automobile hereinafter awarded to be the separate property of the defendant, and may keep such Certificate of Title in her possession, as security for such payment of $300.00, and in the event the defendant shall default in the making of such payment, the full right of possession and ownership of such automobile shall thereupon automatically pass to the plaintiff.

5. That the defendant pay, forthwith, to plaintiff's attorneys, Albaugh, Bloem & Hillman, the sum of One Hundred Dollars, in full settlement of any and all liability of the defendant for plaintiff's attorneys' fees and the costs and expenses of this action.

6. That the plaintiff have, as and for her sole and separate property, and for her sole and separate use and benefit, all of the household furniture and house furnishings now in her possession, not including any guns, tools, or personal effects belonging to the defendant.

7. That the plaintiff have, as and for her sole and separate property, and for her sole and separate use and benefit, free and clear of any and every claim of the defendant, the real property and dwelling house thereon, situate in Bonneville County, State of Idaho, described as follows:

> Lots Seven and Eight, of Block Nine, of the Original Townsite of the City of Idaho Falls, according to the recorded plat thereof.

8. That the defendant have, as and for his sole and separate property, and for his sole and separate use and benefit, one 1940 Mercury Sedan automobile, subject to the right of the plaintiff to

retain the title thereto as security for the payment of $300.00, as hereinabove specified, and the defendant shall further have, as and for his sole and separate property, and for his sole and separate use and benefit, one bedroom set now in his possession, his tools, guns, and other personal effects, one tractor, his crops and leasehold estate in the farm lands now rented by him, and all livestock now in his possession.

9. That each of the parties shall have as his or her separate property, and for his or her separate use and benefit, any money now in his or her possession, including deposits of money in any banking institutions standing in his or her name, as the case may be.

Dated September 16, 1949.

HENRY S. MARTIN

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Judgment in Case # 7482 entitled June Watson, Plaintiff vs. Seth Watson, Defendant,

Recorded in Book 16 of Judgments, page 1,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

Edwin R. Walker, Plaintiff,	:	
vs	:	DECREE OF DIVORCE
Elva Walker, Defendant.	:	

This cause coming on regularly for hearing before the Honorable Henry S. Martin, Judge of the above entitled Court, at Chambers, in the City of Idaho Falls, County of Bonneville, State of Idaho, within said Judicial District this 16th day of September, 1949, at the hour of 1 Pm o'clock P. M., of said day, plaintiff appearing in person and by Gilbert C. St.Clair, one of his attorneys, and the defendant not appearing and no one appearing for her.

The Court having examined the files of this action and finding that service of Complaint and Summons upon the defendant, Elva Walker, has been legally made, and the date having expired for her appearance and the Default of said defendant having heretofore been duly and regularly entered, the Court proceeded to hear the case upon the verified Complaint herein and the testimony of plaintiff and the testimony of a corroborating witness as to residence, on behalf of said plaintiff, and the matter having been submitted to the Court for judgment and the Court having considered all the evidence and being fully advised in the premises and it appearing that all material allegations of plaintiff's Complaint are true and the Court finding the same to be true, the parties having waived the findings of fact and conclusions of law and all and singular the laws and premises being by the Court considered and the Court having jurisdiction of the matters and of the parties hereto.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff and defendant be and the same are hereby dissolved and each of said parties freed from the obligations thereof and each restored to the status of a single person.

Done at Idaho Falls, Idaho, this 16th day of September, 1949.

Henry S. Martin
District Judge.

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7479 entitled Edwin R. Walker, Plaintiff vs. Elva Walker, Defendant

Recorded in Book 16 of Judgments, page 9

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

ISABELL GRAY,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
CARL GRAY,)
Defendant.)

The above-entitled cause came on for hearing this 16th day of September, 1949, the plaintiff appearing with counsel, John M. Sharp, and her witness. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has failed to plead thereto; that the default of the defendant has been duly entered; and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of extreme cruelty and it further appearing that plaintiff and defendant have entered into a written Stipulation regarding the settlement of property rights of every nature existing between them;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Isabell Gray, and the above-named defendant, Carl Gray, be, and the same hereby is, forever dissolved, set aside and held for naught.

II.

That the linen closet and all miscellaneous linen, dishes

and cooking utensils now owned by plaintiff and defendant shall be awarded to the plaintiff as her sole and separate property.

III.

That the defendant shall have, as his sole and separate property, the 3-ton G.M.C. Truck, the Butane stove and kitchen cabinet, previously owned by plaintiff and defendant as community property.

IV.

That the defendant shall pay to the plaintiff, on or before February 1, 1950, the sum of $550.00 in full settlement of all of plaintiff's community property rights and shall be in settlement and in lieu of plaintiff's claims of any nature against the property of defendant, including claims for alimony.

V.

That the defendant shall pay to the plaintiff the sum of $20.00 as and for court costs of this action and the sum of $100.00 as and for attorney fees.

VI.

That the maiden name of plaintiff, to-wit: Isabell Stroud, be awarded to her.

DATED this 16th day of September, 1949.

/s/ Henry S. Martin
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7470 entitled Isabell Gray, Plaintiff vs. Carl Gray, Defendant,

Recorded in Book 15 of Judgments, page 498,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

7421

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

ZARA M. KAUFMAN, Plaintiff	
vs.	DECREE
KENNETH P. KAUFMAN Defendant	

This cause came on for hearing this 16th day of September, 1949. The plaintiff appeared in person and witness Alta Horn with her counsel; the defendant did not appear either in person or by counsel; the defendant having been personally served with summons, the time allowed by law having expired, the affidavit of non-military service having been filed; the default of the defendant having been filed, and the court being fully advised in the premises, now therefore:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

That the bonds of matrimony heretofore existing by and between the plaintiff and the defendant be dissolved absolutely and that each party is hereby placed in the status of single persons.

It is further ordered, adjudged and decreed that the plaintiffs name, towit: Zara Mathews, be and the same is hereby restored to her.

Dated this 16th day of September, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree in Case #7446 entitled Zara M. Kaufman, Plaintiff vs. Kenneth P. Kaufman, Defendant,

Recorded in Book 15 of Judgments, page 496,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

Myrtle Marie Walsh,	:	
Plaintiff,	:	
vs.	:	DECREE OF DIVORCE
Stanislaus John Walsh,	:	
Defendant.	:	

. . . . . .

This cause coming on regularly for hearing before the Honorable Henry S. Martin, Judge of the above entitled Court, at Chambers, in the City of Idaho Falls, County of Bonneville, State of Idaho, within said Judicial District this 16th day of September, 1949, at the hour of eleven o'clock A.M. of said day, plaintiff appearing in person and by her witness, Virgine Harrell, and by Gilbert C. St.Clair, one of her attorneys, and the defendant not appearing and no one appearing for him.

The Court having examined the files of this action and finding that service of Complaint and Summons upon the defendant, Stanislaus John Walsh, has been legally made, he having filed his Waiver and Appearance herein, and the date having expired for his appearance and the default of said defendant having heretofore been duly and regularly entered, the Court proceeded to hear the case upon the verified and amended Complaint herein and the testimony of plaintiff and the testimony of a corroborating witness as to residence, on behalf of said plaintiff, and the matter having been submitted to the Court for judgment and the Court having considered all the evidence and being fully advised in the premises and it appearing that all material allegations of plaintiff's Complaint are true and the Court finding the same to be true, the parties having waived the findings of fact and conclusions of law and all and singular the laws and premises being by the Court considered and the Court having jurisdiction of the matter and of the parties hereto.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff and defendant be and the same are hereby dissolved and each of said parties freed from the obligations thereof and each restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff is given the custody of the minor children of plaintiff and defendant, to-wit: Stanislaus Montana Walsh, James Francis Walsh and John Henry Walsh, except that the defendant is given custody of the children during the months of June, July and August of each year, and that such custody shall not interfere with the education of said children.

Done at Idaho Falls, Idaho, this 16th day of September, 1949.

Henry S. Martin
District Judge.

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case # 7419, entitled Myrtle Marie Walsh, Plaintiff, vs. Stanislaus John Walsh, Defendant,

Recorded in Book 15 of Judgments, page 494,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

NELLIEMAE SANWICK,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
LEROY C. SANWICK,)
Defendant.)

- - - - - - - - - - - - - - - - - -

The above entitled cause came on for hearing this 23rd. day of September, 1949, the plaintiff appearing with counsel, John Forebauer, and her witness, Violet Abing; defendant not appearing, either in person or by counsel; and it appearing to the Court that the defendant was duly served and has failed to plead thereto; that the default of the defendant has been duly entered and the affidavit of non-military service duly filed; the plaintiff having submitted proofs touching the allegations of the complaint, and the court being fully advised in the premises, and it further appearing that the plaintiff is entitled to a decree of divorce on the grounds of conviction of a felony;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony heretofore existing by and between the plaintiff, Nelliemae Sanwick, and the defendant, Leroy C. Sanwick, be dissolved absolutely, and that each party is hereby freed from the other, and placed in the status of single persons.

2. That the care, custody and control of Paull Travis, the minor child of plaintiff and defendant, is hereby awarded to the plaintiff, absolutely.

3. That the defendant, Leroy C. Sanwick, pay to the plaintiff, Nelliemae Sanwick, the sum of $30.00 per month, on the first day of each and every month, and that the said sum of $30.00 shall

be paid on the 1st day of each and every month beginning the third full month after defendant's release from the Idaho State Penitentiary, and until further orders of this court, for the support of said minor child, Paul Travis.

MADE, DATED AND ENTERED AT IDAHO FALLS, IDAHO, this 23rd day of September, 1949.

/s/ Henry S. Martin
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in case # 7298 entitled Nelliemae Sanwick, Plaintiff vs. LeRoy C. Sanwick, Defendant.

Recorded in Book 16 of Judgments, page 22,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

LOIS ANN GOE,

Plaintiff,

vs

JUDGMENT

EUGENE ALMA GOE,

Defendant.

The above-entitled cause came on for final hearing before the undersigned Judge of said District Court, at Chambers of the Court, at Idaho Falls, Bonneville County, Idaho, this 23rd day of October, 1949, the plaintiff appearing in person and by her attorneys, Albaugh, Bloem & Hillman, and no appearance being made by or for the defendant, it appearing from the files and records of this action that the defendant has made a general appearance in said cause by and pursuant to a stipulation entered into by the parties, on file herein, under which stipulation the defendant, among other things, admits that he has been served with the Summons in said cause, by receipt of a true copy thereof, attached to which was a true copy of the complaint in said action, enters his general appearance in said cause and submits himself to the jurisdiction of the Court herein, refuses to demur, answer or plead further in said cause and waives additional time within which to plead, consents that default may be entered against him and that said cause may be heard at any time, either in term or vacation, in open court or in chambers, without further notice, and consents that judgment in said cause, and waives the making of findings of fact and conclusions of law in said cause.

It further appearing that the time allowed by law for answering the complaint has expired, and that no answer or demurrer has been made or filed by the defendant, and that the default of the defendant herein has been duly made and entered by the Clerk of

this Court, evidence was thereupon adduced by the plaintiff in support of the allegations of the complaint, and upon due consideration thereof, the finds that the complaint is fully sustained by the evidence, and that plaintiff is entitled to the relief demanded in said complaint.

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and the same hereby are, in all things dissolved, and each of the parties is hereby restored to the status of a single person, and that the plaintiff have restored to her her maiden name of LOIS ANN RICHINS.

Dated September 23, 1949.

HENRY S. MARTIN
District Judge.

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Judgment in Case #7465 entitled Lois Ann Goe, Plaintiff vs. Eugene Alma Goe, Defendant

Recorded in Book 16 of Judgments, page 29,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

7425

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

ALMA HEARN EMPEY)
)
Plaintiff,)
)
vs.) DECREE
)
VESTAL J. EMPEY)
)
Defendant.)

This cause came on regularly for trial, at chambers, at Idaho Falls, Bonneville County, Idaho, on the 23rd day of September, 1949, Holden & Holden, appearing for and in behalf and as the attorneys of record of the above named plaintiff, and no one appearing for or in behalf of the above named defendant, whereupon, the plaintiff was duly and regularly sworn and examined and testified for and in her own behalf, and thereupon Amelia Lawson was duly and regularly sworn and examined and testified for and in behalf of the above named plaintiff, and thereupon the above named plaintiff rested, and the above named defendant having submitted no proof for or in his own behalf, this cause was thereupon submitted to the Court for its decision upon the testimony and documentary evidence submitted for and in behalf of the above named plaintiff, and the Court being fully advised in the premises, now finds as follows:

I

That the above named defendant has been duly and regularly served with a true copy of the Summons issued out of said Court, in said cause, attached to which was a true copy of the Complaint filed herein; that the defendant failed to appear or answer or otherwise plead to said plaintiff's Complaint on file herein, either in person, or by his attorney, within the time required by law, or at all; that the time for answering having expired, the default of the defendant has been duly and regularly entered according to law; that the said defendant is not in the military service of the United States, nor in any branch of service thereof; that plaintiff and defendant intermarried at Iona, Idaho, on or about the 10th day of

December, 1948, that no children have been born the issue of said marriage; that there are no property rights to be adjudicated in this action; that this Court has jurisdiction of the subject matter of this action and of the person of the above named plaintiff and of the person of the above named defendant; that all of the allegations of plaintiff's Complaint are true; that plaintiff is entitled to a Decree of divorce as prayed for in her Complaint filed herein, and the Court being fully advised in the premises:

I

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Alma Hearn Empey, and the above named defendant, Vestal J. Empey, be, and the same is hereby forever dissolved, set aside and held for naught, and that the plaintiff and the defendant, and each of them, be, and they are hereby forever released from all the obligations thereof.

II

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be, and she is hereby restored to her former name, Alma Hearn.

Dated this 27 day of September, A.D. 1949

Henry A. Martineau
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree in Case # 7418 entitled Alma Hearn Empey, Plaintiff, vs. Vestal J. Empey, Defendant,

Recorded in Book 16 of Judgments, page 16,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

EVERETT L. PURCELL,

Plaintiff,

vs JUDGMENT

VIVIAN PURCELL,

Defendant.

The above entitled cause came on for final hearing before the undersigned Judge of said District Court, at Chambers of the Court, at Idaho Falls, Bonneville County, Idaho, this 23rd day of September, 1949, the plaintiff appearing in person and by his attorneys, Albaugh, Bloem & Hillman, and no appearance being made by or for the defendant, it appearing that the Summons in said action has been duly served upon the defendant personally, and that the defendant has made a general appearance in said cause under and pursuant to a stipulation on file herein, under which stipulation the defendant, among other things, submits herself to the jurisdiction of the Court herein, and refuses to demur, answer or plead further in said cause, consents that default may be entered against her without further notice, and that said cause may be heard at any time, either in term or vacation, in open Court or in chambers, waives the making of findings of fact and conclusions of law in said cause, and consents that judgment may be entered herein at any time, without notice, and it further appearing that the time allowed by law for answering said complaint having expired, and that no further or other appearance has been made or filed herein, and that the default of the defendant has been duly entered herein by the Clerk of this Court, evidence was thereupon adduced by the plaintiff in support of the allegations of his complaint.

After duly considering such evidence and the files and records of this cause, and being fully advised in the premises, the Court finds that the allegations of the complaint are fully sustained by the evidence, and that plaintiff is entitled to the relief demanded in said complaint.

IT IS THEREFORE, ORDERED, ADJUDGED, and DECREED, that the bonds of matrimony heretofore existing between the parties be, and the same hereby are, in all things dissolved, and each of the parties is hereby restored to the status of a single person, and the defendant is hereby restored her maiden name of Vivian Howland.

Dated September 23, 1949.

HENRY S. MARTIN

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Judgment in Case # 7496 entitled Everett L. Purcell, Plaintiff vs. Vivian Purcell, Defendant,

Recorded in Book 16 of Judgments, page 19,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

YVONNE LIVINGSTON,
Plaintiff,
vs.
ELMONT S. LIVINGSTON
Defendant.

DECREE

This cause came on regularly for trial before the Honorable Henry S. Martin, District Judge, at Chambers at Idaho Falls, Bonneville County, Idsho on the 23rd day of September, 1949, Holden & Holden appearing for and in behalf and as the attorneys of record of the above named plaintiff, and no one appearing for or in behalf of the above named defendant, whereupon plaintiff was duly and regularly sworn and examined and testified for and in her own behalf, and thereupon Bill Miller, Jr. was duly and regularly sworn and examined and testified for and in behalf of the above named plaintiff, and thereupon the above named plaintiff rested and the above named defendant having submitted no proof for or in his own behalf, this cause was thereupon submitted to the Court for its decision on the testimony and documentary evidence submitted for and in behalf of the above named plaintiff, and the Court being fully advised in the premises now finds as follows:

I

That the above named defendant has been duly and regularly served with process herein, and that he has filed herein an appearance submitting himself to the jurisdiction of this Court, and has refused to plead further in said cause, and has consented to an immediate hearing of this case without further notice to him, either in term time or vacation, in open Court or in Chambers, and has waived the making of Findings of Fact and Conclusions of Law herein, and has consented that default be entered against him, and the default of said defendant having been duly and regularly entered herein, and

the parties hereto having entered into a Stipulation with respect to the division of their property, the custody of the minor child, Ryan Livingston, age twenty months, and the payment of a certain sum each month by the defendant to the plaintiff for the support and maintenance of said minor child, and it appearing to the Judge that said Stipulation is in all respects fair, just and equitable, and the Judge having heard the evidence, and the matter having been submitted, and it appearing that all the allegations contained in plaintiff's Complaint are true, and that the plaintiff is entitled to the custody of said minor child and to a divorce as prayed for in plaintiff's Complaint, and it further appearing that defendant is not in the military service of the United States, nor any branch of service thereof, and the Court being fully advised in the premises:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

I

That the marriage heretofore and now existing between the above named plaintiff, Yvonne Livingston, and the above named defendant, Elmont S. Livingston, be, and the same is hereby forever dissolved, set aside and held for naught, and the plaintiff and the defendant, and each of them, be, and they are hereby forever released from all the obligations thereof.

II

That the plaintiff shall have, and she is hereby awarded the care, custody and control of the minor son of plaintiff and defendant, Ryan Livingston; provided, however, that the defendant, Elmont S. Livingston, shall have the right to visit said minor child at all reasonable times and places.

III

That the defendant, Elmont S. Livingston, shall pay to the plaintiff, Yvonne Livingston, the sum of $25.00 per month, commencing with the 1st day of October, 1949, each and every month, as and for the support, maintenance and education of said minor child,

Ryan Livingston, until said minor child shall have attained the age of majority.

IV

That the plaintiff is awarded for her sole and separate property and for her sole and separate use and benefit, the following described personal property, to-wit:

1 Dwelling House, miscellaneous household goods and furniture, personal effects of plaintiff,

and the defendant is hereby divested of all right, title and interest thereto.

V

That the defendant is hereby awarded as his sole and separate property, for his sole and separate use and benefit, the following described personal property, to-wit:

One 1947 Ford 2-ton Truck, personal effects and wearing apparel of defendant,

and the plaintiff is hereby divested of all right, title and interest thereto.

Dated this 23rd day of September, 1949.

Henry S. Martin
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree in Case # 7491, entitled Yvonne Livingston, Plaintiff vs. Elmont S. Livingston, Defendant

Recorded in Book 16 of Judgments, page 25,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY.

William L. Robinson,	:	
Plaintiff,	:	
-vs-	:	DECREE
Lucie M. Robinson,	:	
Defendant.	:	

. . . . . .

This cause coming on regularly for hearing before the Honorable Henry S. Martin, Judge of the above entitled Court, at Chambers, in the City of Idaho Falls, County of Bonneville, State of Idaho, within said Judicial District, this 23 day of September, 1949, at the hour of 10 o'clock A.M., of said day, plaintiff appearing in person and by Gilbert C. St.Clair, one of his attorneys, and the defendant not appearing and no one appearing for her.

The Court having examined the files of this action and finding that service of Complaint and Summons upon the defendant, Lucie M. Robinson, has been legally made, she having filed her Waiver and Appearance, specifically waiving time in which to plead and consenting that her Default be entered herein, and the Default of said defendant having been heretofore duly and regularly entered, the Court proceeded to hear the case upon the verified Complaint herein and the testimony of the plaintiff and the testimony of J. W. Kintner , a corroborating witness as to plaintiff's residence, and the matter having been submitted to the Court for judgment, and the defendant having submitted herself to the jurisdiction of the Court herein, and the Court having considered all the evidence and being fully advised in the premises, and it appearing that all material allegations of the plaintiff's Complaint are true, and the Court finding the same to be true, and all and singular, the laws and premises being by the Court considered, and the Court having jurisdiction of the matter and the parties hereto.

IT IS ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between the plaintiff and the defendant herein be, and the same are hereby, dissolved and each of said parties freed from the obligations thereof and each restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED in accordance with that certain Property Agreement entered into by the parties herein and heretofore filed herein.

That the plaintiff shall pay to the defendant so long as she shall live, as and for alimony, Forty and No/100 ($40.00) Dollars, per month, on or before the 1st day of each and every month during her lifetime and that said payments shall commence on or before the 1st day of October, 1949, said alimony payments constitute and be the entire property agreement or settlement between the parties hereto., and also in accordance with the aforesaid property agreement,

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that said payments as alimony, as hereinbefore set out, shall not constitute a lien or liens upon any property of which the plaintiff may be pos-

sessed from the date of this Decree and henceforth during the life of the defendant. However, in the event any of said payments are not made by the plaintiff to the defendant, as hereinbefore set out, then in order to constitute any such defaulted payments as a lien or liens as against any property which may be owned by the plaintiff, the said defendant must move the Court herein for an Order finding that such payment or payments is or are in arrears, and ordering said plaintiff to make payment thereof, and such Order must be recorded in the office of the County Recorder of Bonneville County, Idaho and in any other County where the defendant may own real property, so as to give record notice of such lien or liens, otherwise no lien or liens of any nature or kind insofar as said alimony payments are considered will be effective as against the property of the plaintiff.

Done at Idaho Falls, Idaho, this 23 day of September, 1949.

HENRY S. MARTIN
District Judge.

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree in Case #7487 entitled William L. Robinson, Plaintiff vs. Lucie M. Robinson, Defendant

Recorded in Book 16 of Judgments, page 13

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

CARLOS D. COUSIN, Plaintiff vs. MILDRED COUSIN, Defendant	DECREE

The above entitled cause came on for hearing this 29th day of September, 1949. The plaintiff, Carlos D. Cousin appeared with his witness A. A. Merrill, and counsel, A. A. Merrill, and the defendant did not appear either in person or by counsel; it appearing to the court that the defendant was personally served with summons and complaint, the time allowed by law having expired and no Answer, Demurrer or other pleadings having been filed, the Affidavit of Non-Military service having been duly filed and the Default of the defendant having been filed as required by law, and the court being fully advised in the premises, now therefore:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

That the bonds of matrimony heretofore existing by and between the plaintiff and the defendant be dissolved absolutely and that each party is hereby placed in the status of single persons.

It is further ordered, adjudged and decreed, that the plaintiff, Carlos D. Cousin, shall pay to the defendant the sum of $75.00 a month each, for the two minor children, towit: Doris Cousin age seventeen and Joy Cousin, age fifteen, until said children reach their majority.

It is further ordered, adjudged and decreed, that the defendant Mildred Cousin is hereby awarded the care, custody and control of said Doris Cousin and Joy Cousin, provided, however, the plaintiff may see and visit the said children at reasonable times and places.

Dated this 29th day of September, 1949.

Henry S. Martin
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree in Case #7504 entitled Carlos D. Cousin, Plaintiff vs. Mildred Cousin, Defendant,

Recorded in Book 16 of Judgments, page 32,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER,
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

ARTHUR COWLEY,
Plaintiff,
-vs-
MABEL COWLEY,
Defendant.

DECREE

This cause came on regularly to be heard upon plaintiff's complaint on file herein, before the Court sitting in Chambers, at Idaho Falls, Idaho, on this 30th day of September, 1949, plaintiff appearing in person and by his attorneys, Albaugh, Bloem & Hillman, and the defendant appearing not, either in person or by counsel, and it appearing that the above named defendant has been duly and regularly served with process herein, and that she has filed herein an appearance submitting herself to the jurisdiction of this Court, and has refused to plead further in said cause, and has consented to an immediate hearing of this case without further notice to her, either in term time or vacation, in open Court or in Chambers, and has waived the making of findings of fact and conclusions of law herein, and has consented that default be entered against her, and the default of said defendant having been duly and regularly entered herein, and the parties hereto having entered into a stipulation with respect to the division of their property, and it appearing to said Court that said stipulation is, in all respects, fair, just, and equitable, and the Court having heard the evidence and the matter having been submitted, and it appearing that all of the material allegations contained in the plaintiff's complaint are true, and that the plaintiff is entitled to a divorce on the grounds of wilfull desertion, and the Court being fully advised in the premises:

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff and defendant be, and

and the same are hereby, dissolved; and the said plaintiff and defendant, and each and both of them be, and they are hereby, restored to the status of a single, unmarried, person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following life insurance policies, to-wit: Policy Numbered 21303552 and Policy numbered 21303553, in the John Hancock Mutual Life Insurance Company, for $250.00 each; Policy numbered 12636316a, in the Metropolitan Life Insurance Company, for $1,500.00, Policy numbered 1967236, in the John Hancock Mutual Life Insurance Company for $2,000.00, and Policy numbered C278596 in the United Benefit Life Insurance Company of Omaha, Nebraska, for $2,500.00, be, and the same are hereby, awarded to the defendant, as her sole and separate property and for her sole and separate use and benefit, and the plaintiff be, and he is hereby, divested of all of his right, title, or interest therein, or in either or any of them.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the $600.00 cash, paid to the plaintiff by the defendant, be, and the same is awarded to the plaintiff, as his sole and separate property, and for his sole and separate use and benefit.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant deliver to the plaintiff, forthwith, the plaintiff's birth certificate, citizenship papers, and any other personal papers of the plaintiff which the defendant has in her possession.

DONE IN CHAMBERS, at Idaho Falls, Idaho, this 30th day of September, 1949.

HENRY S. MARTIN

JUDGE OF SAID DISTRICT COURT

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree in Case #7472 entitled Arthur Cowley, Plaintiff vs. Mabel Cowley, Defendant,

Recorded in Book 16 of Judgments, page 34

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

DOROTHY WADSWORTH,

Plaintiff,

vs JUDGMENT

CLENCY WADSWORTH,

Defendant.

The above entitled cause came on for final hearing before the undersigned Judge of the above named District Court, this 30th day of September, 1949, at Idaho Falls, Idaho, in said District, Geo. L. Barnard of the firm of Albaugh, Bloem & Hillman appearing on behalf of the plaintiff, and no appearance being made by or for the defendant, except that it appears that the parties to said cause have heretofore entered into a stipulation, in writing, on file herein, under and pursuant to which the defendant, among other things, admits that he has been served with a true copy of the complaint on file herein, enters his general appearance in this action, and submits himself to the jurisdiction of the Court in this cause, refuses to demur, answer, or plead further, and waives additional time in which to plead further, and consents that default be entered against him and to an immediate hearing of this cause without further notice, waives the making of findings of fact and conclusions of law herein, and denies the allegations of plaintiff's complaint, and it further appearing that the summons and complaint have been duly and personally served upon the defendant and that the time for answering the said complaint has expired and that the default of the defendant has been duly entered herein, the Court proceeded to hear the evidence adduced by and on behalf of the plaintiff in

support of the allegations of her said complaint.

After duly considering such evidence, and the files and records of this action, the Court finds that the allegations of plaintiff's complaint are fully sustained by the evidence and that plaintiff is entitled to the relief demanded in said complaint, subject, however, to the terms and conditions of the stipulation of the parties, which stipulation the court finds is just and equitable under the circumstances.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED, as follows:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and the same hereby are, in all things forever dissolved, and each of the parties is hereby restored to the status of a single person.

2. That the sole care, custody and control of the minor children of the parties, Joey Wadsworth and Gordon Wadsworth, are hereby awarded to the plaintiff, provided that said defendant may be permitted to visit and see said minor children at reasonable times and intervals, so long as the defendant shall not be in default in the payments hereinafter provided for the support of said children.

3. That the defendant shall pay to the plaintiff the sum of $25.00 each month as and for the support, maintenance and education of the minor child, Joey Wadsworth, payable on the first day of each and every calendar month, commencing October 1, 1949, and continuing until said child shall reach the age of majority, and the defendant shall pay to the plaintiff the further sum of $25.00 each month as and for the support, maintenance and education of the minor child, Gordon Wadsworth, payable on the first day of each and every calendar month, commencing October 1, 1949, and continuing until said child shall reach the age of majority.

4. That the plaintiff, Dorothy Wadsworth, shall have, and she is hereby awarded for her sole and separate use and benefit

and as her sole and separate property, all household goods, furniture and fixtures belonging to the parties, and the following described real property in Bonneville County, Idaho, to-wit:

Lots Nine (9) and Ten (10) in Block Seven (7) of Crow's Addition to the Original Town of Eagle Rock, now the city of Idaho Falls, Idaho, as per the recorded plat thereof, subject to all existing liens and encumbrances.

5. That the defendant, Clency Wadsworth shall have, and he is hereby awarded for his sole and separate use and benefit and as his sole and separate property, one 1947 Plymouth automobile, together with all tools belonging to the parties.

6. That the plaintiff, Dorothy Wadsworth, shall pay to the defendant, Clency Wadsworth, at the time of the entry of the decree herein, the sum of $3,221.63, in cash, lawful money of the United States.

7. That each of the parties shall pay his or her own respective costs and attorney fees herein.

Dated September 30, 1949.

STATE OF IDAHO, } ss.
County of Bonneville, }

HENRY S. MARTIN
District Judge.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Judgment in Case # 7498 entitled Dorothy Wadsworth, Plaintiff vs. Clency Wadsworth, Defendant,

Recorded in Book 16 of Judgments, page 42,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of October, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

4

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BUTTE

DONNA LAMPHEARE,

Plaintiff

vs.

MAURICE LAMPHEARE,

Defendant

D E C R E E

The above entitled cause coming on regularly to be heard by the Court, in Chambers, at Blackfoot, Bingham County, State of Idaho, with the plaintiff appearing in person and by her counsel, A. C. Dunn Esq., of Arco, Idaho; and it appearing that the defendant, Maurice Lampheare, has heretofore been duly served with process, and the Clerk's default has been duly entered against said defendant for his failure to appear in said cause, and the plaintiff and her witness having been duly sworn and their testimony given in evidence; and it further satisfactorily appearing that said defendant is not now, nor at any time during the pendency of this cause has been, in any of the armed services of the United States of America, upon consideration the Court finds that the allegations contained in plaintiff's complaint are true and established by the evidence before the Court, and concludes that the plaintiff is entitled to the relief sought in the prayer of her complaint; now, therefore, on motion of her attorney of record;

IT IS ORDERED, ADJUDGED, AND DECREED, that the bonds of matrimony now and heretofore existing between plaintiff and defendant be, and the same are hereby fully and finally dissolved, and said parties are hereby restored to the status of single persons; and that the name of Donna Wells be and the same is hereby restored to the said plaintiff.

DONE, in Chambers, at Blackfoot, Bingham County, State of Idaho, this 28th day of September, 1949.

/s/ Preston Thatcher
District Judge

STATE OF IDAHO)
(ss
County of Butte)

I, I. W. BOYER, the duly elected, qualified, and acting Clerk of the District Court in and for the County of Butte, State of Idaho, do hereby certify that the foregoing is a full, true, and correct copy of Decree of Divorce rendered and filed in the above entitled action, now of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 28 day of September, 1949.

I. W. Boyer
Clerk of the District Court, County of Butte, State of Idaho,

By Doris M. Noble
Deputy.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CAMAS.

SHIRLEY L. PRUETT,

Plaintiff,

vs.

CURTIS F. PRUETT,

Defendant.

Case No. 876

DECREE OF DIVORCE-ANNULMENT.

FILED
September 19, 1949
3:10 P. M.
John S. Edwards

This cause coming on to be heard at Chambers, in Gooding, in Gooding County, State of Idaho, this 19th day of September, 1949, upon the complaint of the plaintiff herein taken as confessed by the defendant, whose default for not answereing, said complaint has been duly entered upon proofs taken at the hearing wherein witnesses were sworn and testified from which it that all the material allegations of the complaint are sustained, and it also appearing to the Court that said defendant was duly served with summons as required by law, and all and singular the law and the premises being by the Court understood and fully considered;

WHEREFORE, It is ordered adjudged and decreed, that the marriage between the plaintiff, Shirley L. Pruett, and the said defendant, Curtis F. Pruett, be and is hereby set asside and held for naught, and the parties there to, and each of them freed and absolutely released from the bonds of said marriage and all the obligations thereof. It is further ordered and decreed that the plaintiff be restored to her former name, to-wit, Shirley L. Johnson.

No costs awarded in this action.

Done at Chambers, in Gooding, in Gooding County, State of Idaho, this 19th day of September, 1949.

D. N. Southern
District Judge.

CERTIFICATE OF TRUE COPY.

STATE OF IDAHO,
County of Camas } ss.

I, John L. Edwards, Ex-Officio Auditor and Recorder in and for the County of Camas, State of Idaho, do hereby certify that the attached is a true and correct copy of a DECREE OF DIVORCE-ANNULMENT filed for record in my office at 10 minutes past 3:00 o'clock P.m., September 19, 1949 and which bears Instrument No. 28497.

Witness my hand and official seal, this 22 day of September 19, 1949 92

John L. Edwards
Ex-Officio Auditor and Recorder.

By Estelle Vaught Deputy.

353813

7434

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

* * * * *

12:07 P.M.

SEP 1

MARJORIE MORGAN,

Plaintiff,

-vs-

VILAS MORGAN,

Defendant.

DECREE

* * * * *

The above-entitled action came on regularly to be heard and tried before the Court at Caldwell, Canyon County, State of Idaho, sitting without a jury, on the 12th day of September, 1949, plaintiff appearing in person and with her attorney, Milo Axelsen, and the defendant not appearing either in person or by attorney; and the Court having heretofore entered the default of the defendant, the Court proceeded to hear the evidence introduced in support of plaintiff's complaint; and it appearing to the Court that the defendant is guilty of extreme cruelty, and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED and DECREED That the Plaintiff, Marjorie Morgan, be divorced from the Defendant, Vilas Morgan, and that the bonds of matrimony heretofore existing between the Plaintiff and the Defendant be dissolved; and

IT IS FURTHER ORDERED, ADJUDGED and DECREED, That the plaintiff be awarded the care, custody and control of the minor children of the plaintiff and defendant, to-wit: Jacqueline Morgan, age 10 years, and Judith Morgan, age 8 years; and

IT IS FURTHER ORDERED, ADJUDGED and DECREED, That the defendant, Vilas Morgan, pay to the plaintiff, Marjorie Morgan, the sum of $50.00 per month for the support and maintenance of said minor children, commencing on the 10th day of September, 1949 until the said minor children shall attain majority.

IT IS FURTHER ORDERED, ADJUDGED and DECREED That the following described real property situate in Canyon County, Idaho, to-wit:

> Lot 64 in Block 67 of the Original Townsite of Nampa, Canyon County, Idaho, according to the official plat thereof on file and of record in the Office of the Recorder of Canyon County, Idaho.

Together with household furniture and goods situated therein, and a 1942 Mercury Sedan, be awarded to the plaintiff as her sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED and DECREE, That the separation agreement heretofore entered into by the parties hereto is approved.

Dated at Chambers in Boise, Ada County, State of Idaho, this 12th day of September, 1949.

A. O. SUTTON
District Judge.

State of Idaho
County of [illegible] ss
I hereby certify the foregoing instrument is a true copy of the original as the same appears of record in my office.
DATED
Sept. 12, 1949
S. S. Howe Clerk of the District Court and Ex Officio Recorder.
By Sarah Maley
Deputy

353814 7435

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

* * * * *

12:15

SEP 12 1949

Joan D Maley

BETTY JANE WOOD,
Plaintiff,
-vs-
CLIFFORD JAMES WOOD,
Defendant.

DECREE

* * * * *

The above-entitled action came on regularly to be heard and tried before the Court at Caldwell, Canyon County, State of Idaho, sitting without a jury, on the 12th day of September, 1949, plaintiff appearing in person and with her attorney, Milo Axelsen, and the defendant not appearing either in person or by attorney; and the Court having heretofore entered the default of the defendant, the Court proceeded to hear the evidence introduced in support of plaintiff's complaint; and it appearing to the Court that the defendant is guilty of extreme cruelty, and the Court being fully advised in the premises,

IT IS ORDERED, ADJUDGED and DECREED That the Plaintiff, Betty Jane Wood, be divorced from the Defendant, Clifford James Wood, and that the bonds of matrimony heretofore existing between the Plaintiff and the Defendant be dissolved; and

IT IS FURTHER ORDERED, ADJUDGED and DECREED, That the plaintiff be awarded the care, custody and control of the minor children of the plaintiff and defendant, to-wit: Donnie Lee Wood, of the age of 22 months, and Terry Robert Wood of the age of 7 months; and

IT IS FURTHER ORDERED, ADJUDGED and DECREED, That the defendant, Clifford James Wood, pay to the plaintiff, Betty Jane Wood, the sum of $30.00 per month for the support and maintenance of said minor children, commencing on September 15th, 1949, until the said minor children shall attain majority.

Dated at Caldwell, Canyon County, State of Idaho,

this 12 day of September, 1949.

A. O. SUTTON
District Judge.

State of Idaho)
County of [illegible] ss.
I hereby [illegible] instrument
is a true [illegible] is the
same appears in [illegible]
DATED
Sept. 12, 1949
S. S. Foote, Clerk of the District Court
and Ex Officio Recorder.
By [illegible]
Deputy

353817

7436

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

EUGENE RALPH SIMPSON,
Plaintiff,
-vs-
GLENDA MAXINE SIMPSON,
Defendant.

AM 1:30 PM
SEP 12 1949

DECREE

This case came on regularly to be heard on September 12th, 1949. Donald Anderson appeared as attorney for plaintiff, and defendant did not appear by counsel or otherwise.

It being made to appear to the Court that summons was duly and regularly served upon the defendant and that an affidavit showing non-military service by the defendant, and an order authorizing an entry of defendant's default for failure to appear or plead to plaintiff's complaint has been entered by this Court, and that the default of the defendant was entered more than twenty days after such service of summons,

Witnesses were sworn and examined on behalf of the plaintiff and the cause was submitted to the Court, and the Court having duly considered the same, finds that the plaintiff and defendant are husband and wife, that the plaintiff has been a bona fide resident of the State of Idaho for more than six full weeks next preceding the commencement of this action, that preceding the filing of the complaint defendant has been guilty of extreme cruelty toward the plaintiff, and that by reason thereof plaintiff is entitled to have the marriage relation existing between him and the defendant dissolved, that the plaintiff and defendant have, as the issue of their marriage, one minor child, Danny Gene Simpson, of the age of two (2) years; that said child is now living with his mother, the defendant, in the State of Oklahoma; and that the parties to this action have no community property in the State of Idaho.

NOW, THEREFORE, on motion of Donald Anderson, Attorney for plaintiff,

It is hereby ORDERED, ADJUDGED and DECREED that the marriage bond heretofore and now existing between plaintiff and defendant be, and the same hereby is, cancelled and dissolved on the grounds of extreme cruelty on the part of the defendant toward the plaintiff, and the parties, and each of them, are free and absolutely divorced.

DATED this 12th day of September, 1949.

A. O. SUTTON
District Judge

Sept. 12, 1949
By Lavona Sayre

353818

7437

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

1:40

SEP 12 1949

Lavona Sayre

BARBARA E. CRAWFORD, Plaintiff, -vs- HERBERT P. CRAWFORD, Defendant.	DECREE OF DIVORCE

This cause coming on regularly for hearing this the 12 day of September, 1949, on the complaint of the plaintiff taken as confessed by the defendant, whose default for not answering has been duly entered in said cause this day.

It appearing to this Court that the said defendant, Herbert P. Crawford, has been duly and regularly served with Summons in the above entitled cause according to law, and that more than twenty (20) days have elapsed since said service.

Witnesses were duly sworn and examined on behalf of the plaintiff and the evidence being closed, the case was submitted to the Court for its decision and after due deliberation the Court finds;

That the plaintiff has filed her Affidavit as provided under the Soldiers' and Sailors' Civil Relief Act of 1940, in which plaintiff states that the defendant, Herbert P. Crawford, is not in the Military Service of the United States, as defined by Section 101 (1) of the Act of Congress approved October 7, 1940; that pursuant to said Affidavit, an Order Allowing Default was entered by the Court herein ordering that in case of proper service, default judgment be entered against the said defendant, Herbert P. Crawford.

That all of the allegations contained in plaintiff's complaint are true and supported by evidence; that the plaintiff and

defendant intermarried at Payette, County of Payette, State of Idaho, on or about the 27th day of July, 1941, and ever since said time have been and now are husband and wife.

That the plaintiff is now and has been for more than four (4) years last past, preceeding the commencement of this action, a resident of the State of Idaho.

That there are no children the issue of the marriage of said plaintiff and defendant.

That there is no community property of the plaintiff and defendant.

That the Court finds that the defendant has been guilty of habitual intemperance as more particularly set forth in plaintiff's complaint.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED and DECREED, and this DOES ORDER, ADJUDGE and DECREE, That the marriage bonds between the plaintiff, Barbara E. Crawford, and the defendant, Herbert P. Crawford, be and the same are free and absolutely released from the bonds of matrimony and all obligations thereof.

DATED this the 12 day of September, 1949.

State of Idaho
County of Payette } ss
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears of record in my office.
DATED
Sept. 12, 1949
S. Clerk of the District Court
and ex Officio Recorder.
By Lavona Dayne
Deputy

A. O. Sutton
District Judge

X

353826

7438

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FILED

2:02 PM

SEP 12 1949

Laverna Dayne

HELEN MAE LEWIS,

Plaintiff,

-vs-

GENE EDWIN LEWIS,

Defendant.

DECREE OF DIVORCE.

ACTION FOR DIVORCE

THIS CAUSE COMING ON FOR TRIAL, This 12th. day of September, A. D., 1949, Walter R. Cupp, of Caldwell, Idaho, appearing for the plaintiff and Waiver of Military exemption having been filed by defendant; and it appearing that the defendant is in the Military Service and could not be served in the State of Idaho, and Order of this Court was duly issued for service outside of the State; that pursuant thereto the defendant did on the 3rd. day of May 1949, sign and acknowledge in due form, before Marion Grady Phillips, Lieutenant Junior Grade United States Navy, on board the U.S.S. Antietam (CV-36), San Francisco Naval Shipyard, San Francisco, California, an acceptance of service of Summons, and copy of the complaint, and therein waive right and did decline to answer make to said complaint and did waive any and all exemptions, and did consent to immediate trial of this cause; that service of Summons and Complaint was made personally upon said defendant Gene Edwin Lewis, on the said 3rd. day of May, 1949, by said Marion Grady Phillips, Lieutenant, Junior Grade, United States Navy, aboard the U.S.S. Antretem and more than twenty days have elapsed since the personal service of the summons and complaint upon said defendant as aforesaid; and this Court is authorized and does take jurisdiction to try this case; and it appearing from testimony presented at the trial that the plaintiff has been a resident of the State of Idaho for more than one year immediately preceding the commencement of this action; and that the defendant, Gene Edwin Lewis,

is guilty of wilful desertion and extreme cruelty against the plaintiff as charged and as defined by law; and

IT FURTHER APPEARING, that plaintiff is entitled to the personal items listed as given to her by her mother, said plaintiff shall be entitled to and may claim and hold as her own the following, to-wit:

1. Kitchen furniture, table and 4 chairs dinett set
2. Pressure cooker, pots and pans
3. Dishes, bowls and serving dishes
4. Silver ware
5. Portable radio
6. Portable phonograph
7. Bedding, mattress, 4 blankets, 6 sheets, 2 pillows, 6 cases

and plaintiff is entitled to her attorney fee and costs in this action.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony existing between the plaintiff, Helen Mae Lewis, and the defendant, Gene Edwin Lewis, be and the same are hereby dissolved absolutely on the grounds of extreme cruelty; that said plaintiff shall have as her personal property the following, to-wit:

1. Kitchen Furniture, table and 4 chairs dinett set
2. Pressure cooker, pots and pans
3. Dishes, bowls and serving dishes
4. Silver ware
5. Portable radio
6. Portable phonograph
7. Bedding, mattress, 4 blankets, 6 sheets, 2 pillows, 6 cases.

~~and defendant shall pay the attorney fee in the sum of Two Hundred Fifty ($250.00)~~ Dollars and her costs in this case in the sum of Fifteen ($15.00) Dollars

Done in open Court this 12th day of September, A. D. 1949.

A. O. Sutton
Judge.

Sept. 12, 1949

By Lavona Sayre
Deputy

353827 7439

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CANYON COUNTY.

BONNIE J. KOLBO, :

Plaintiff, :

-vs- :

RICHARD NORMAN KOLBO, :

Defendant. :

9:40

SEP 12 1949

DECREE OF DIVORCE.

On this 12th day of Sept, 1949, this cause came regularly on for trial in open court, the plaintiff appearing in person and with her witnesses and being represented by Geo. H. van de Steeg, her attorney of record in the cause, and the defendant appearing not at all, and it appearing to the Court from the records and files of the cause that said defendant has been duly personally served with the summons in said action according to law, and has personally accepted service thereof in writing, and it further appearing that more than twenty days have expired since such service of said summons upon said defendant, and that said defendant has failed to appear, answer or otherwise plead to the complaint of said plaintiff herein, and that said defendant is in default for want of appearance within the time allowed by law for him to appear and answer or to plead to the plaintiff's said complaint herein; and it further appearing that said defendant is not engaged in the military and/or naval service of the United States within the provisions of the Act of Congress of 1940, and/or its amendments, known as the Soldier's and Sailor's Civil Relief Act; now, therefore, on motion of Geo. H. van de Steeg, counsel for the plaintiff;

IT IS HEREBY ORDERED AND DECREED that said defendant is in default and judgment of default is hereby rendered against him, and the Clerk of this Court is hereby directed to enter judgment of default against said defendant upon the minutes of this court and the records of this court in the said cause.

AND THEREUPON, the Court proceeded with the trial of the cause and plainitff and her witnesses were duly sworn to testify, and did testify, and the Court being now fully advised in the premises finds that the allegations contained in plaintiff's complaint are true, and that the plaintiff is entitled to a divorce on the ground of extreme cruelty, and to the care, custody and control of the minor child the issue of said marriage between the said parties, and to a judgment against the said defendant requiring him to pay to plaintiff the sum of Ten Dollars ($10.00) per week for the support of said minor child.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the said parties to this action be, be and hereby are, dissovled and set at naught and the said plaintiff is hereby granted a decree of divorce from and against the said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, custody and control of Richard Norman Kolbo, the minor child of said parties be, and hereby is, awarded to the said plaintiff, reserving unto said defendant the right of visitation at reasonable

times and places so long as said defendant shall contribute to the plaintiff without default the support money hereinafter required to be paid to her by him for the support of said miner child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said defendant be, and he hereby is, required and commanded to pay to the said plaintiff for the support of said minor child, Richard Norma Kolbo, Jr., the sum of Ten Dollars ($10.00) per week from the date of this decree and until the further order of this Court.

Done in open Court this 12th day of ~~June~~ Sept., 1949.

A. O. Sutton

~~Thomas F. Brenner~~

District Judge.

Sept. 13. 1949

[illegible]

353812 7440

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

12:05

WINNIE PATRICK,

Plaintiff

vs

E. L. PATRICK,

Defendant

. . . . . .

Jasan D Maley

D E C R E E

This cause coming on regularly for hearing before the above entitled Court on the 12th day of September, 1949, upon plaintiff's complaint, service of the same and of the summons in this action having been duly and regularly and in the manner provided by law, personally served upon the defendant E. L. Patrick; and the defendant failing to appear herein or to plead in said action within the time allowed by law, as specified in said summons, motion for the entry of the default of said defendant for failing to so appear was duly made; and it appearing to the Court that said defendant, E. L. Patrick, was not at any time during the pendency of this action in the military service of the United States of America or any of the branches or departments thereof, order was duly issued directing the clerk of this Court to enter the default of said defendant for so failing to appear and plead within the time dlowed by law, thereafter, pursuant to the coder of this Court, the default of said defendant for so failing to appear and plead within the time allowed by law was duly and regularly entered by the clerk of this court in the above entitled cause and prior to the hearing of this matter; and the plaintiff appearing in person and by her attorney, Harold L. Yeamans, and the defendant not appearing in said cause the Court proceeded to the hearing thereof.

The plaintiff, Winnie Patrick, and her witnesses were called, duly sworn and testified in support of all the material allegations of the complaint; from such testimony it appears to the satisfaction of the Court that all of the material allegations of plaintiff's complaint are true:

The Court finds that the plaintiff has been a bona fied resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action, and that she is now such bona fide resident; That the plaintiff and defendant intermarried at Twin Falls, Idaho, on or about the 21st of October, 1931, and that they ever since have been and now are husband and wife; That there is one minor child the issue of the marriage between planintiff and defendant, to-wit , SANDRA LEE PATRICK, age Ten (10) years; and that the plaintiff is a fit and proper person to have the custody of said child; That the plaintiff and defendant are the owners of the property hereinafter described; That the plaintiff is entitled to a divorce from the defendant on the grounds of extreme cruelty and that she is entitled to the sole custody of the minor child above named and to the interest to the community property as hereinafter specified:

NOW THEREFORE, IT IS ORDERED, ADJUDGED and DECREED, and this DOES ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony hertofore existing between the plaintiff, WINNIE PATRICK, and the defendant, E. L. PATRICK, are absolutely and wholly dissolved;

2. That the plaintiff be, and she hereby is, awarded the sole and exclusive custody of the minor child, SANDRA LEE PATRICK, with the privelege on the part of the defendant of visiting said child at any and all reasonable times;

3. That the plaintiff be and she hereby is awarded a one-half interest in the following described real property or the proceeds thereof when and if the same are sold, to-wit;

> Lots Thirteen (13) and Fourteen (14) in Block Twenty-eight (28) of Dundee Second Subdivision of Boise City, Ada County, State of Idaho.

4. That the plaintiff is also hereby awarded all of the furniture, households goods and equipment situated in and on said premises including the following: Electrolux Vacuum Sweeper; Philco Refrigerator; Two (2) bedroom suites complete; Dining room set; living room set consisting of davenport, chair, occasional chair; upright piano; all bedding, dishes and cooking utensils; and all other furnishings of said dwelling house and premises except the personal effects of the defendant;

5. That the defendant be, and he hereby is, awarded the automobile now in his possession, to-wit- a certain 1941 Ford Four-door Sedan.

Done in open Court this 12th day of September, 1949.

A. O. Sutton
District Judge

State of [illegible]
County of [illegible]
Dept. 12, 1949
By Joann Maley Deputy

353811

7441

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

* * * * * * * * *

FILED
11:48 A.M
P.M
SEP 12 1949
Lavona Dayne

AGNES SHELTON,

Plaintiff,

-vs-

MARVIN SHELTON,

Defendant.

DECREE OF DIVORCE

* * * * * * * * *

THIS CAUSE Coming regularly on to be heard this 12th day of September, 1949, plaintiff appearing, together with her attorney, Earl E. Garrity of Nampa, Idaho, and defendant not appearing by counsel or otherwise; and it appearing to the Court that summons in this cause has been personally served upon the defendant in Owyhee County, Idaho, and that time for making appearance has elapsed, and the defendant, Marvin Shelton, has failed to appear, answer or plead to plaintiff's complaint herein within the time allowed by law; and it appearing to the Court that the defendant is not in the military forces of the United States, and that default of the defendant was duly and regularly entered herein on the 12th day of September, 1949;

WHEREUPON, Evidence was introduced on behalf of the plaintiff and the cause submitted, whereupon, the Court took the matter under advisement, and it appearing that the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for.

NOW, THEREFORE, On motion of Earl E. Garrity, attorney for the plaintiff, and by virtue of the law and by reason of the premises aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That plaintiff shall have, and she is hereby granted, a divorce from the defendant, Marvin Shelton, on grounds of extreme cruelty, and that the bonds of matrimony existing between plaintiff and defendant are hereby dissolved, and said parties, and each of them, are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That plaintiff's maiden name of Agnes Swinney is hereby restored to her.

Done in open court at Caldwell, Idaho, this 12th day of September, 1949.

A. O. Sutton
DISTRICT JUDGE

State of Idaho } ss.
County of Canyon }
I hereby certify that the annexed instrument is a true and correct copy of the original as the same appears on file in my office.
DATED
Sept. 12, 1949
S. S. [illegible], Clerk of the District Court and ex Officio Recorder.
By Lavona Sayre
Deputy

353810

7442

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
11:16 A.M. P.M.
SEP 12 1940
S. S. FOREMAN, CLERK
Dagan Daley

EFFIE DARNELL,

Plaintiff,

-vs-

J. S. DARNELL,

Defendant.

DECREE

This cause came on regularly for hearing the 12th day of September, 1940, before the Court without jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required to demur, answer or plead to said complaint had expired, the default of the defendant was duly and regularly entered herein; whereupon the Court proceeded with the trial of said cause.

Witnesses were called, sworn and testified for and on behalf of plaintiff and the case was submitted to the Court for final determination and decision, and the Court having found that the plaintiff and defendant were duly married at El Dorado, Arkansas, on the 15th day of March, 1941, and that the plaintiff has been for more than six weeks last past a bona fide resident of the State of Idaho, and that the defendant, disregarding the solemnity of his marriage vows, has caused the plaintiff such mental suffering, pain and anguish as to constitute mental cruelty.

The Court, therefore, ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's complaint.

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same are, hereby dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof.

DATED: This 12 day of September, 1940.

R. O. Sutton
District Judge

State of Idaho }
County of Kootenai } ss

I hereby certify that the foregoing instrument is a true and full copy of the original as the same appears on file in my office.

DATED

Sept. 12, 1949

S. S. Rowe, Clerk of the District Court and Ex Officio Recorder

By Susan Maley
Deputy

353809

7443

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

11:10

ALLEN T. STRUNK,)
Plaintiff,)
-vs-)
LILLIAN MAE STRUNK,)
Defendant.)

DECREE Joan O'Malley

This cause came on regularly for hearing the 12 day of September, 1949, before the Court without jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required to demur, answer or plead to said complaint within the time required by law has been duly and regularly entered herein, the Court proceeded with the trial of said cause.

Witnesses were called, sworn and testified for and on behalf of plaintiff and the case was submitted to the Court for final determination and decision, and the Court having found that the plaintiff and defendant were duly married at Raymond, Washington, on the 9th day of September, 1944, and that the plaintiff has been for more than six weeks last past a bona fide resident of the State of Idaho, and the defendant, disregarding the solemnity of her marriage vows, has deserted and abandoned the plaintiff for more than one full year immediately preceding the commencement of this action.

The Court therefore ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's complaint.

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same are, hereby dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof.

A. O. Sutton
District Judge

[illegible]

FILED

Sept. 12, 1949

S. S. [illegible] U.S. Dist. Court

and By Order [illegible]

By Joann Maley

Deputy

7444

353808

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL
DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF CANYON

11.04

JEANNIE POOL,

Plaintiff

vs

ZEARON POOL,

Defendant

D E C R E E

2

This cause coming on regularly for hearing before the above entitled Court on the 12th day of September, 1949, upon plaintiff's complaint, service of the same and of the summons in this action having been duly and regularly and in the manner provided by law, personally served upon the defendant Zearon Pool; and the defendant failing to appear herein or to plead in said action within the time allowed by law, as specified in said summons, motion for the entry of the default of said defendant for failing to so appear was duly made; and it appearing to the Court that said defendant, Zearon Pool, was not at any time during the pendency of this action in the military service of the United States of America or any of the branches or departments thereof, order was duly issued directing the clerk of this Court to enter the default of said defendant for so failing to appear and plead within the time allowed by law; thereafter, pursuant to the order of this Court, the default of said defendant for so failing to appear and plead within the time allowed by law was duly and regularly entered by the clerk of this court in the above entitled cause and prior to the hearing of this matter; and the plaintiff appearing in person and by her attorney, Harold L. Yeamans, and the defendant not appearing in said cause the Court proceeded to the hearing thereof.

The Plaintiff, Jeannie Pool, and her witnesses were called, duly sworn and testified in support of all the material allegations of the complaint; from such testimony it appears to the satisfaction of the court that all of the material allegations of plaintiff's complaint are true:

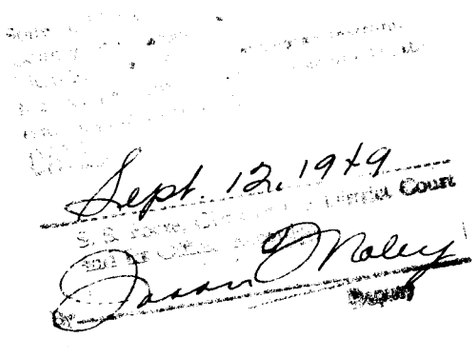
The court finds that the plaintiff has been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action, and that she is now such bona fide resident; that the plaintiff and defendant intermarried at Winnemucca, Nevada, on or about the 22nd day of July, 1945, and that they ever since have been and now are husband and wife,; that there is one child, the issue of the marriage between the plaintiff and the defendant, to-wit: Lawrence Ray Pool age 21 months,, that said minor child is now in the custody of the plaintiff and that she is a fit and proper person to have such custody and the court further finds that the plaintiff is entitled to a divorce from the defendant on the grounds of Extreme Cruelty and that she is entitled to the sole custody of the said minor child, NOW THEREFORE:

IT IS ORDERED, ADJUDGED AND DECREED and this DOES ORDER, ADJUDGE AND DECREE That the marriage between the plaintiff, Jeannie Pool, and the Defendant, Zeron Pool, be and the same hereby are dissolved, and that said parties and each of them are free and absolutely released from the bonds of matrimony and of all the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this DOES ORDER, ADJUDGE AND DECREE That the custody of the minor child, Lawrence Ray Pool, be and the same hereby is awarded to the plaintiff.

DONE IN OPEN COURT This 12th day of September, 1949.

A. O. Sutton
District Judge



353807

7445

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

11:02 SEP 1, 19[illegible] P M

Josan O'Maley

Esther D. McConnell, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
John F. McConnell, Defendant.	)	

This cause came on regularly for hearing the 12th day of September, 1949, before the court without a jury on the plaintiff's complaint filed herein. Plaintiff appeared personally and with Earl E. Reed, one of her attorneys. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law and that the time in which the said defendant was required to demur, answer or plead to said complaint had expired, the default of the defendant was duly and regularly entered herein; whereupon, the court proceeded with the trial of said cause.

Witnesses were called, sworn, and testified for and on behalf of the plaintiff, and the case was submitted to the court for final determination and decision; and the court having found that the plaintiff and defendant were married at Caldwell, Idaho on or about December 15, 1945; that plaintiff and defendant have no children; that plaintiff is entitled to a divorce from the defendant on the ground of extreme cruelty, and that plaintiff has been a bona fide resident of the State of Idaho for more than six weeks prior to the time of the filing of her complaint; and that plaintiff's name prior to her marriage was Esther D. King.

It is therefore ordered, adjudged and decreed, and this does order, adjudge, and decree that the bonds of matrimony now existing between the plaintiff, Esther D. McConnell, and the defendant, John F. McConnell, be and the same hereby are dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof.

It is further ordered, adjudged and decreed and this does order, adjudge and decree that the plaintiff's former name of Esther D. King be restored to her.

Dated at Caldwell, Idaho this 12th day of September, 1949.

R. O. Sutton
District Judge

State of Idaho }
County of Canyon } ss
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears on file herein.
DATED
Sept. 12, 1949
S. E. Farber, Clerk of the District Court
and Ex Officio Recorder.
By Joan Maley
Deputy

X

7446

353805

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT, OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

10:40

A. G. BURBACK,
Plaintiff,

- vs -

WILMA BURBACK,
Defendant.

D E C R E E.

This cause came on regularly for hearing, this 12th day of September, 1949, upon the complaint herein, the proof and testimony in said action.

A special appearence having been made for the defendant by Reed and Schmitt, Attorneys, who having latter withdrawn their appearence, and permited proof to be submited at this time.

The Court finds that the material allegations of the complaint are true, and that the plaintiff is entitled to a Decree of Divorce upon the grounds of Extreme Cruelty.

THEREFORE, ITS IS ORDERED ADJUDGED AND DECREED, By this Court:
That the bonds of matrimony existing between the plaintiff and defendant are dissolved, and they are hereby absolutly divorced from each other.
That the custody of the Darline Burback, nine year old child of this marriage is hereby granted to the defendant, Wilma Burback.

Dated this 12th day of September, 1949.

A. O. Sutton
District Judge.

Sept. 13, 1949

353876

7447

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT,
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

CHESTER W. MAXWELL,

Plaintiff,

vs.

LAURA L. MAXWELL,

Defendant.

DECREE OF DIVORCE.

11:18 A.M.

D. Powell

This cause came on regularly for hearing before the above entitled court this 13th day of September, 1949, Frank E. Meek appearing as counsel for the plaintiff, and the defendant having been duly and regularly served with summons and complaint in said action under the order of this court for service of summons outside the State of Idaho, and it further appearing that said defendant is not a person in the military service of the United States of America, as defined in any act of Congress, or State legislation. And it further appearing that said defendant was personally served on the 22nd. day of July, 1949, and more than twenty days having elapsed since said service, and said defendant having failed to appear herein in person or by counsel, or to plead to said complaint within the time required by law and her default for having failed to appear or plead to said complaint having been entered on the 13th day of September, 1949;

Witnesses were sworn and testified on behalf of the plaintiff and the court having heard and considered all of the evidence and testimony in this action, and it having been made to appear to the court that plaintiff and defendant inter-married at Caldwell, Idaho, on the 30th. day of April, 1930, and ever since that date have been and now are husband and wife. That the plaintiff is now, and for more than six weeks immediately preceding the commencement of this action, has been a bona fide resident of the State of Idaho. That there is no property rights to be adjudicated between the parties hereto, they having prior to the commencement of this action, divided their personal and real property.

That there has been born to said plaintiff and defendant as the issue of said marriage, two minor children, to-wit:

Ronald H. Maxwell, born August 14th., 1932;

Leon Dale Maxwell, born June 26th., 1944.

That said children now reside with a sister of plaintiff, Nona Fischer; that said Nona Fischer is a proper person to have the care and control of said children. And the court having been fully advised in the premises and being of the opinion that all material allegations contained in the complaint of the plaintiff are true and correct, it is hereby ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony now existing between the plaintiff and defendant be dissolved and held for naught, and that plaintiff and defendant are hereby absolutely divorced from each other.

2. That the care, custody and control of the said minor child, Leon Dale Maxwell, be awarded to plaintiff, without prejudice to either plaintiff or defendant on proper showing hereafter being made to have control and custody of said child modified. It being further ORDERED that either plaintiff or defendant shall have the privilege of visiting said child at all reasonable times and places. That said child be placed in the care of Nona Fischer, sister of plaintiff.

Done in open court this 13th day of September, 1949.

A. O. Sutton
District Judge.

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears on this office.
DATED
September 13, 1949.
S/ [illegible] Clerk of the District Court
and Ex Officio Recorder.
By [illegible] Deputy

354087 7448

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

THOMAS L. STINSON,

Plaintiff,

-vs-

VENA STINSON,

Defendant.

DECREE OF DIVORCE.

2.50

SEP 20 1949

Jessie Maley

ACTION FOR DIVORCE

THIS CAUSE COMING ON FOR TRIAL, This 19 day of September, A. D. 1949, Walter R. Cupp of Caldwell, Idaho, appearing for the plaintiff; and default having been regularly entered against the defendant, for failure to appear and answer; and it appearing that the defendant could not be found within the State of Idaho, and that said defendant resides outside of the State and service of the summons upon Vena Stinson, defendant, has been made outside of the State of Idaho, pursuant to an order of the Court by Myron A. Pohl, of the City of Fresno, of the County of Fresno, of the State of California, of legal age and acting in his capacity of a private citizen of the State of California and a disinterested person; and that more than twenty days have elapsed since the personal service of the summons and complaint upon the said defendant in the County of Fresno, State of California, and it appearing from testimony presented at the trial that the defendant, Vena Stinson, is guilty of extreme cruelty to the plaintiff as defined by law, and it further appearing that a divorce should be granted the plaintiff from the defendant, and that the plaintiff has been a resident of Canyon County, State of Idaho, for more than one year immediately preceding the commencement of this action; and that there are no minor children born of this marriage; and

IT FURTHER APPEARING that there is personal and real property belonging to the plaintiff acquired by him before this marriage and used and occupied by the plaintiff and defendant as a home until defendant separated hereself from the

bed and board of this plaintiff wherein it does not appear that the defendant has gained and in which she has made no claim and in which she should not be given any property right, to-wit:

> All of Lots One (1), Two (2), Three (3) and Four (4) in Block numbered Seventeen (17) of the Golden Gate Addition to the City of Caldwell, as shown by the official plat thereof on file and of record in the office of the Ex-Officio Recorder of Canyon County, Idaho; also personal property including household furniture, including kitchen furniture, dishes, beds and bedding and other things, utilities, tools and equipment about the house and premises;

IT STILL FURTHER APPEARING by affidavit of plaintiff that said defendant is not now on active duty with the armed service of the United States nor with any of her allies at war, nor associated nor obligated therewith as set forth in order of this Court and default having been ordered and regularly entered pursuant to conditions and requirements of Act of Congress approved October 17, 1940, a s amended; and

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony existing between the plaintiff, Thomas L. Stinson and the defendant Vena Stinson, be,and the same are hereby dissolved, absolutely, on the grounds of extreme cruelty upon the plaintiff, as defined by law; and

BE IT STILL FURTHER ORDERED, ADJUDGED AND DECREED, That as between the plaintiff and defendant, all right,title and interest, whether separate or community, in or to any personal property, household goods, and effects, whether owned by the plaintiff or acquired after marriage with the defendant and now in his possession and subject to his order, also any right of redemption, and all estate, rights, title and interests, if and when redeemed, in and to the following pieces, parcels or tracts of peal property, particularly described as follows

> All of Lot One (1), Two (2), Three (3) and Four (4) in Block numbered Seventeen (17) of the Golden Gate Addition to the City of Caldwell as shown by the official plat thereof on file and of record in the office of the Ex-Officio Recorder of Canyon County, Idaho, al

and they are confirmed in and to the plaintiff Thomas L. Stinson, in his name and right, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof as well in law as in equity

Done in Open Court this 19 day of September, A. D. 1949.

A. O. SUTTON
Judge.

...copy of Court Order ... the foregoing instrument ... certified copy ... the original as the ... appears on file in my office.

Sept. 20, 1949

... Clerk of the District Court

... Deputy

7449

354172

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT,
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

LELAND ALLEN,

Plaintiff,

-vs-

EVELYN ALLEN,

Defendant.

DECREE.

FILED
11:28 A.M.
SEP 23 1949
S.S. PRATT
Jason D. Maley

This cause came regularly on for hearing the 23RD day of September, 1949, before the Court without a jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required to plead, demur or answer to said complaint within the time required by law, has expired and her default for not so answering, pleading or appearing having been duly and regularly entered herein, the Court proceeded with the trial of the said cause.

Witnesses were called, sworn and testified for and on behalf of the plaintiff, and the cause was submitted to the court for final determination and decision, and the Court having found that the plaintiff and defendant were duly married at Great Falls, Montana, on the 15th day of March, 1929, and that the plaintiff has been for more than six weeks last past a bona fide resident of the State of Idaho, and that there are two children, the issue of said marriage, to-wit:

Lloyd Allen, age 19 years, a member of the United States Air Force;

Donald Allen, of the age of 12 years.

And the Court having further found that the defendant, disregarding the solemnity of her marriage vows, has caused the plaintiff great mental and physical suffering, pain and anguish and is such as to constitute extreme cruelty.

The Court ORDERED that judgment be entered for the plaintiff against the defendant, in accordance with the prayer of plaintiff's complaint.

WHEREFORE, it is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony now existing between the above named plaintiff and the above named defendant, be, and the same are hereby dissolved, and the plaintiff and defendant are hereby absolutely freed from all obligations thereof.

It is further ORDERED, ADJUDGED and DECREED, that the custody, care and control of the minor child, Donald Allen, be awarded to the plaintiff, reserving however to the defendant a right to visit said minor child at reasonable and proper times.

Dated this 23 day of September, 1949.

Thomas E Buckner
District Judge.

State of Idaho }
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.
DATED Sept. 23, 1949
S. S. Foote Clerk of the District Court and Ex Officio Recorder.
by Joan O'Malley Deputy

354240 7450

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CANYON COUNTY,

FILED
2:25
SEP 26 1949
Jean O'Malley

RUTH G. MEYER, :

Plaintiff, :

-vs- : DECREE OF DIVORCE.

HENRY L. MEYER, :

Defendant. :

On this 26 day of September, 1949, this cause came regularly on for trial in open court, the plaintiff appearing in person and with her witnesses and being represented by Geo. H. van de Steeg, her attorney of record in the cause, and the defendant appearing not at all, and it appearing to the court from the records and files of the action that said defendant above named has been duly personally served with the summons issued in this action, and that he has failed to appear, answer or plead to the complaint of the plaintiff filed herein, and that the time allowed by law for him so to do has now fully expired, and that said defendant is in default for want of appearance; and it further appearing to the Court that said defendant is not engaged in the military and/or naval service of the United States within the provisions of the Act of Congress of 1940, known as the Soldier's and Sailor's Civil Relief Act; now, therefore, on motion of counsel for said plaintiff;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the said defendant is in default and judgment of default is hereby rendered against him, and the Clerk of this Court is hereby directed to enter judgment of default against the said defendant upon the minutes and in the records of this Court in this cause.

AND THEREUPON, the Court proceeded with the trial of the cause, and plaintiff and her witnesses were duly sworn to testify, and did testify, and the Court being now fully advised in the premises finds that the allegations contained in plaintiff's

complaint are substantiated by the testimony and are true, and that the plaintiff is entitled to a divorce on the grounds of extreme cruelty.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the said parties be, and the same hereby are, dissolved and set at naught and said plaintiff is hereby granted a divorce from and against the said defendant.

DONE IN OPEN COURT this 16 day of September, 1949.

Thomas E. Buckner,

District Judge.

State of Idaho)
County of Custer) ss.
I hereby certify the foregoing instrument is a true and correct copy of the original as the same appears of record in my office.
DATED
Sept. 26, 1949
S. S. Moore, Clerk of the District Court and Ex Officio Recorder.
By Deputy

354244

#7457

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

ROLLIN WATSON,)
Plaintiff,)
) DECREE
-vs-)
)
ALBERTA WATSON,)
Defendant)

337

SEP 26 1949

D. Powell

This Cause came on regularly for hearing the 26th day of September, 1949, before the Court without a jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney and it appearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required to demur, answer or plead to said complaint within the time required by law has been duly and regularly entered herein, the Court proceeded with the trial of said Cause.

Witnesses were called, sworn and testified for and on behalf of the plaintiff and the case was submitted to the Court for final determination and decision and the Court having found that the plaintiff and defendant were duly married at Caldwell, Idaho, on the 13th day of November, 1937, and that the plaintiff has been for more than six weeks last past a bona fide resident of the State of Idaho, and that the defendant, disregarding the solemnity of her marriage vows, has caused the plaintiff great mental and physical suffering, pain and anguish, and is such as to constitute mental cruelty.

The Court ordered that judgment be entered for the plaintiff and against the defendant, in accordance with the prayer of plaintiff's complaint.

WHEREFORE, IT IS ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, That the bonds of matrimony now existing between the above named plaintiff and the abovenamed defendant be, and the same are hereby dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof;

IT IS FURTHER ORDERED, ADJUDGED and DECREED, That the custody of the two minor children of the parties hereto, Carolyn A. Watson and Kathleen Watson, is hereby awarded to the plaintiff, Rollin Watson.

DATED: This 26th day of September, 1949.

Thomas E. Buckner
District Judge

State of Idaho)
County of [illegible])

I hereby [illegible]

DATED

September 26, 1949

[illegible]

By [illegible] Deputy

7452

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

DELLA STIMPSON,

Plaintiff,

vs.

BRENT HEINER STIMPSON,

Defendant.

JUDGMENT AND DECREE OF DIVORCE

This cause came regularly on for hearing before the Honorable Kels P. Lowe, one of the Judges of the above entitled Court, in the court room in the court house at Burley, in the County of Cassia, State of Idaho, on the 8th day of September, 1949, on the complaint of the plaintiff filed herein. The plaintiff appeared in person and by Dean Kloepfer, her attorney, and the defendant failed to appear, either in person or by attorney. It appeared to the satisfaction of the Court that due and legal service of summons was had upon the defendant by publication in the Burley Herald Bulletin of Burley, Idaho; that the time for appearing and pleading to the complaint of the plaintiff has expired and no appearance, answer or demurrer had been made or filed by the defendant. It further appeared to the Court that the defendant is not and for more than six months last past has not been in the military service of the United States or its allies. Thereupon, on motion of Dean Kloepfer, attorney for the plaintiff, the default of the defendant for his failure to appear and plead to the complaint of the plaintiff was by the Court ordered entered.

Thereupon, witnesses on behalf of the plaintiff were sworn and examined and it appearing to the Court therefrom that all of the allegations of the complaint of the plaintiff are true and have been supported by the evidence, Findings of Fact and Conclusions of Law being waived as a matter of law by the defaulting defendant and being expressly waived by the plaintiff, it was by the Court ordered that the plaintiff have judgment as prayed for in her complaint.

NOW, THEREFORE, By virtue of the law and by reason of the premises aforesaid, it is hereby ORDERED, ADJUDGED AND DECREED:

1.

That the bonds of matrimony now existing between the plaintiff, Della Stimpson, and the defendant, Brent Heiner Stimpson, be and the same are hereby dissolved and the said parties are restored to the status of single persons.

2.

That the care, custody and control of Kurt Brent Stimpson, the minor child, issue of the marriage of the plaintiff and defendant, by and the same is hereby awarded to the plaintiff, Della Stimpson, subject to the right of the defendant to visit the said child at reasonable times, upon

receiving the permission from the plaintiff to so visit.

3.

That the community property of the plaintiff and defendant, to-wit:

The sum of $350.00 now in possession of the plaintiff
1 - Breakfast set (Table and 4 chairs)

be and the same is hereby awarded to the plaintiff as her sole and separate property.

Dated This 8th day of September, 1949.

Wallace C. Lowe
District Judge

(Copy)

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, H. M. Baugh Jr., the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of Judgment and Decree of Divorce #5227, (Della Stimpson, Plaintiff Vs. Brent Heiner Stimpson, Defendant) filed now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 22nd day of September, 1949.

H. M. Baugh Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Phyda Hunter
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA

- - - - - -

RUBY PAULINE DAVIS,

Plaintiff,

vs.

WILFORD L. DAVIS,

Defendant.

D E C R E E

- - - - - -

This cause came regularly on for hearing before the Court on the 10th day of September, 1949, on the complaint of the plaintiff filed herein. The plaintiff appeared in person and by S. T. Lowe, her attorney, and the defendant having failed to appear, either in person or by an attorney, and it appearing to the Court that due and personal service was had upon the defendant at Burley, in the County of Cassia, State of Idaho, of a copy of the summons, together with a copy of the complaint thereto attached, on the 1st day of September, 1949, and the defendant had duly filed in said court and cause his acceptance of service and voluntary waiver of his time in which to plead to the complaint of the plaintiff and a consent that his default may be entered therein and that judgment and decree may be entered in said action as prayed in the complaint without further notice to him, and it further appearing to the Court that the defendant is not now and for a period of six months prior to the service of the said summons had not been engaged in the military service of the United States or any of its allies, on motion of S. T. Lowe, attorney for the plaintiff, the default of the defendant was by the Court ordered entered.

Thereupon, witnesses on behalf of the plaintiff were sworn and examined and the Court being fully advised in the premises and it appearing to the Court that prior to the institution of said action the plaintiff and defendant had made a property settlement, it was by the Court ordered that the plaintiff have judgment as prayed for in her complaint.

NOW, THEREFORE, By virtue of the law and by reason of the premises aforesaid, it is hereby ORDERED, ADJUDGED and DECREED:

1.

That the bonds of matrimony heretofore and now existing between the plaintiff, Ruby Pauline Davis, and the defendant, Wilford L. Davis, be and the same are hereby dissolved, discharged and released, and the said plaintiff and defendant are hereby restored to the status of single persons.

2.

That the plaintiff have and she is hereby awarded the sole care, custody and control of the minor child, issue of the said marriage, to-wit, Dorothy Jean Davis, who was 15 years old on the 22nd day of July, 1949.

3.

That the plaintiff, Ruby Pauline Davis, is hereby given and granted as her sole and separate property, free and clear of any and all claims, demands or pretensions of the defendant, Wilford L. Davis, the following described real estate and personal property in the County of Cassia, State of Idaho, to-wit:

Lot Three (3) of Block One Hundred Seventy-three (173) of the Burley Townsite as the same is platted in the official plat thereof, now of record in the office of the County Recorder of Cassia County, Idaho, and all improvements thereon, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

All furniture, furnishings, fixtures and equipment that is now in the dwelling house on the above described real estate;

$3,000.00 that is owed by Homer D. Spangler to Ruby Pauline Davis and Wilford L. Davis, which said indebtedness is secured by a trust deed on Lot 10 of the Third Subdivision of John Bidwell Rancho according to the official map thereof filed for record in the Recorder's Office of Butte County, California;

$1,700.00 in Postal Savings certificates issued by the Postmaster at Burley, Idaho, to Ruby Pauline Davis, together with any interest thereon or that may hereafter accumulate thereon.

That the said defendant is hereby perpetually enjoined, estopped and restrained from making, asserting or claiming any right, title, claim or interest in or to the above described real and personal property, or any part or parcel thereof, adverse to the rights of the plaintiff.

4.

That there is hereby given and granted to the defendant, Wilford L. Davis, as his sole and separate property, free and clear of any and all claims, demands and pretensions of the plaintiff, Ruby Pauline Davis, the following described personal property, to-wit:

One 1949 Plymouth club coupe, motor No. P18-111301, serial No. 12190606;

$2,500.00 in Postal Savings certificates issued by the Postmaster at Burley, Idaho, in the name of the defendant, Wilford L. Davis;

All mechanic's tools and equipment now owned by the said defendant;

and the said plaintiff is hereby perpetually enjoined, estopped and restrained from making or asserting any right, title, claim or interest in or to the property hereby given and granted to the defendant as his sole and separate property.

DATED This ____ day of September, 1949.

District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, [illegible] the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of [illegible]

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 22nd day of [illegible], 1949.

[illegible]
Clerk of the District Court, Ex-Officio Auditor and Recorder, Cassia County, Idaho

By [illegible]
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

*****

THELMA J. GUTZMAN, PLAINTIFF, VS. CHARLES W. GUTZMAN, DEFENDANT.	D E C R E E OF D I V O R C E ***

THIS CAUSE came on regularly for hearing before Honorable Kales E. Lowe, one of the District Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Cassia, at Burley, Idaho, on the 12th day of September, A. D. 1949.

The plaintiff appeared with her counsel, Henry W. Tucker; and the defendant appeared neither in person nor by counsel; and it appearing to the satisfaction of the Court that the defendant Charles W. Gutzman has been duly and regularly served herein with process according to law; and that the defendant has filed herein his Waiver Of Statutory Time In Which to Plead, and Consent to Entry of His Default for His Failure to Plead; and that the Clerk of the above-entitled Court has duly and regularly filed the default of the defendant according to law,

WHEREUPON, the Court proceeded to the hearing. Witnesses on behalf of the plaintiff in support of the allegations of her complaint were duly sworn and testified; and the evidence being closed, and the Court being fully advised in the premises, after deliberation, did order the plaintiff to have judgment against the defendant as herein set forth;

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

That the bonds of matrimony now existing between the plaintiff and the defendant be, and they are hereby dissolved; and the plaintiff relieved from all further obligation thereof; and that plaintiff be, and she is hereby restored to the status of a single person.

Dated at Burley, Idaho this 12th day of September, A. D. 1949.

s/ Kales E. Lowe

DISTRICT JUDGE

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh, Jr., the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true and correct copy of Decree of Divorce #5265 Thelma J. Gutzman Plaintiff Vs. Charles W. Gutzman, Defendant, and

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 22nd day of September, 1949.

Wm. Baugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder.
Cassia County, Idaho

By Hyda Hunter
Deputy

5267.

7455

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

.....

MARGARET JACOBS COFER,

PLAINTIFF,

VS.

CHARLES E. COFER,

DEFENDANT.

DECREE OF DIVORCE.

....

THIS CAUSE came on regularly for hearing on this 21st day of September, A. D. 1949, before Honorable Kales E. Lowe, one of the District Judges of the Eleventh Judicial District of the State of Idaho in and for the County of Cassia, at Burley, Idaho.

The plaintiff appeared with her counsel, Henry W. Tucker; and the defendant appeared neither in person nor by counsel; and it appearing to the satisfaction of the Court that the defendant herein has been duly served with process herein according to law; and that the defendant has duly filed his Waivor of Statutory Time in Which to Plead, and Consent to Entry of Default; and that the Clerk of this Court has duly entered the default of the defendant according to law,

WHEREUPON, the Court proceeded to the hearing. Witnesses on behalf of the plaintiff in support of the allegations of her complaint were duly sworn and testified, and documentary evidence of a property settlement between plaintiff and defendant of their community property was offered in evidence; and the evidence being closed, and the Court being fully advised in the premises, after deliberation did order the plaintiff to have judgment against the defendant as herein set forth,

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1.

That the bonds of matrimony now existing between plaintiff and defendant be, and they are hereby dissolved, and plaintiff is hereby released from all further obligation thereof, and is hereby restored to the status of a single person.

2.

That plaintiff be, and she is hereby awarded her former name of Margaret Jacobs.

3.

That the property settlement of plaintiff and defendant evidenced by a copy of the contract attached to this decree and made part thereof is hereby approved by the Court.

Dated at Burley, Idaho this 21st day of September, 1949.

s/ Kales E. Lowe

District Judge

COPY

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT Made this 23rd day of August in the year, 1949, between MARGARET JACOBS COFER, of Burley, County of Cassia, State of Idaho, party of the first part, and CHARLES E. COFER of Burley, County of Cassia, State of Idaho, party of the second part;

WITNESSETH, Whereas the parties hereto intermarried on the 21st day of October, 1946, and ever since said time have been and now are husband and wife, and

WHEREAS certain marital difficulties have arisen between the parties hereto and on the 22nd day of August, 1949, the party of the first part instituted an action in the District Court of the Eleventh Judicial District of the State of Idaho, in and for the County of Cassia, to procure a Decree of Divorce and in order to avoid protracted and expensive litigation involving a property division of the community and separate property, that is now owned by the respective parties hereto, they are desirous of entering into an agreement for a division of the community property and an acknowledgment of the sole and sepa- property of each that can be ratified and approved by court as a fair, equal and just division between the respective parties without protracted litigation.

NOW, THEREFORE, In consideration of the premises aforesaid and of the sum of One and no/100 Dollar ($1.00) lawful money of the United States of America, to each of the parties in hand paid by the other, the receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows, to-wit:

1.

That the party of the second part pay to the party of the first part the sum of $500.00 cash, lawful money of the United States of America, the receipt whereof is hereby acknowledged by the party of the first part.

2.

That it is hereby revoked, renounced and held for naught, all prior agreements or contracts or property settlements between the parties hereto, including that particular antenuptial agreement made and entered into by the parties hereto on the 18th day of October, 1946, excepting in so far as the same establishes the property ownership of the parties at the date of the making thereof; and that particular agreement made and entered into by the parties here to on the 19th day of March, 1948, wherein the party of the first part is designated as Sara Margaret Cofer.

3.

It is hereby agreed that the party of the first part is the owner as her sole and separate property free and clear of any claim or pretense of ownership or interest therein by the party of the second part, of the following described real estate and personal property in the County of Cassia, State of Idaho, particularly described as follows, to-wit:

> Lot Four (4) in Block Fourteen (14) Miller's First Addition to Burley, as the same is platted in the official plat thereof, now of record in the office of the County Recorder of Cassia County, Idaho.

Furniture and household goods now in building located on above described premises.

One (1) 1941 Buick Sedanette Automobile.

4.

It is hereby agreed that the party of the second part is the owner as his sole and separate property, free and clear of any claim or pretense of ownership or interest therein by the party of the first part, of the following described real estate and personal property in the County of Minidoka, State of Idaho, described as follows, to-wit:

East Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$) of Section Thirteen (13), Township Ten (10) South, Range Twenty-Two (22) East of the Boise Meridian.

Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$) and Lot Five (5) of Section Twenty-four (24), Township Ten (10) South, Range Twenty-two (22) East of the Boise Meridian.

One (1) International pick-up Truck.

One (1) Chevrolet Truck.

One 1948 Ford Tractor and tools and equipment appurtenant thereto.

Two (2) Trailers.

All crops, rents and returns grown upon the property during the year 1949.

Certain timber now in possession of the party of the second part and certain housemoving equipment now in possession of the party of the second part.

5.

Parties do hereby covenant and agree that any money or other personal property now in their possession, including wages, rents or profits, accumulated during the coveture shall be retained by each party respectively as his or her separate property.

6.

Party of the first part agrees to accept as her share of any and all community property, and as full settlement on any interest she might have in the sole and separate property of the party of the second part, the above mentioned $500.00, which she has received prior to this date.

7.

Parties hereto further agree that each will pay his or her personal obligations, bills or accounts arising out of or in connection with his own separate property and further agrees that there are no bills or obligations owed by the community.

8.

It is further agreed by the parties hereto that upon a Divorce Decree being granted, neither will interfer, molest, hinder or in any way disturb the other party in any manner whatsoever.

9.

That in the event that the proof submitted by the plaintiff in support of the allegations of her complaint is sufficient to justify the court in awarding the plaintiff a decree of divorce dissolving the bonds of matrimony now existing between the parties hereto, then and in such event the court shall divide the community property that is now owned by the parties hereto, in accordance with the terms and conditions of this contract, without the submission to the court of any proof that the same is community property, or sole and separate property, or of the value of the same, excepting as is stated in this contract, and this contract shall be accepted as a fair, equitable and just division between the parties hereto of their property and property rights.

10.

The property described in this contract constitutes a full, true and correct statement of all property that has been acquired by the parties hereto since their marriage and is all of the property now owned by the parties hereto and is all of the community property that is now owned by the parties hereto, and that neither party hereto has any knowledge of any community property that is not listed or described herein.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals and executed these presents in triplicate the day and year first above written.

/s/ Margaret Jacobs Lefer (SEAL)

/s/ Charles L. Lefer (SEAL)

STATE OF IDAHO)
)ss.
County of Cassia.)

On this 23rd day of August, 1949, before me, the undersigned Notary Public in and for said State, personally appeared CHARLES E. COFER, known to me to be the person whose name is subscribed to the within and foregoing instrument, and they acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

/s/ Dian Klopfer
Notary Public for Idaho,
Residing at Burley, Idaho.

STATE OF IDAHO)
)ss
County of Cassia.)

ON THIS 25th day of AUGUST, 1949, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Margaret Jacobs Cofer, known to me personally to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

/s/ Henry W. Tucker
Notary Public, residing at
Burley, Idaho.

My Commission expires:
June 1, 1950.

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm Baugh Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true and correct copy of "Decree of Divorce" in the Case of Margaret Jacobs Cofer vs Charles E. Cofer - Case #5867 - - and Property Settlement Agreement

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 22nd day of September, 1949.

Wm Baugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder.
Cassia County, Idaho.

By Zelda Hunter
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA

- - - - - - -

NELDA JUNE SMITH,
Plaintiff,

vs.

EDWARD SMITH,
Defendant.

DECREE

- - - - - - -

This cause came regularly on for hearing before the Court at chambers at Burley, in the County of Cassia, State of Idaho, on the 27th day of ~~May~~ Sept, 1949, on the complaint of the plaintiff filed herein. The plaintiff appeared in person and by S. T. Lowe, her attorney, and the defendant having failed to appear either in person or by an attorney, and it appearing to the Court that due and legal constructive service of summons had been had herein upon the defendant by the publication thereof once each week for a full period of four consecutive weeks in the Burley Herald, a weekly newspaper published at Burley, in the County of Cassia, State of Idaho, the first such publication having been made on the 10th day of March, 1949, and the last such publication having been made on the 7th day of April, 1949, and more than twenty-six days intervened between the first and the last such publications. It further appearing to the Court that twenty days had expired since the last publication of the summons; that the defendant is not in the military service of the United States; and that the time for appearing and pleading had expired, on motion of S. T. Lowe, attorney for the plaintiff, the default of the defendant for his failure to appear and plead to the complaint of the plaintiff was by the Court ordered entered.

Thereupon, witnesses on behalf of the plaintiff were sworn and examined and the plaintiff rested, and it appearing to the Court that the allegations of the complaint of the plaintiff were true and had been supported by the evidence, it was by the Court ordered that judgment be entered in favor of the plaintiff and against the defendant as prayed for in the complaint of the plaintiff.

NOW, THEREFORE, By virtue of the law and by reason of the premises aforesaid, it is hereby ORDERED, ADJUDGED and DECREED:

1.

That the bonds of matrimony heretofore and now existing between the plaintiff, Nelda June Smith, and the defendant, Edward Smith, be and the same are hereby dissolved, discharged and released, and the parties hereto are restored to the status of single persons, released and discharged of any and all obligations arising out of or in connection with the said marriage.

That the maiden name of the plaintiff, to-wit, Nelda June Ward, be restored and that from and after the entry of this decree her true and lawful name shall be Nelda June Ward.

DATED This 27th day of ~~May~~ September, 1949.

S/ Kaine E. Lowe
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of "Decree" in the case of Nelda June Smith vs Edward J. Smith

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hercunto set my hand and affixed my official seal this 5th day of October, 1949.

Wm. Baugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder, Cassia County, Idaho

By Floyda Hunter
Deputy

7457

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

- - - - - - - - - - -

MYRNA HOLLAHAN,
Plaintiff,
vs.
JAMES V. HOLLAHAN,
Defendant.

JUDGMENT

- - - - - - - - - - -

This cause came regularly on for hearing before the Court at Burley in the County of Cassia, State of Idaho, on the 27th day of September, 1949, on the complaint of the plaintiff filed herein. The plaintiff appeared in person and by Dean Kloepfer her attorney and on Motion to the Court dismissed her first cause of action contained in said complaint, and the defendant appeared by his attorney S. T. Lowe and withdrew his Demurrer heretofore filed to the Complaint of the plaintiff, refused to plead further and consented that the default of the defendant may be entered.

Thereupon on Motion of the attorney for the plaintiff, the default of the defendant and his failure to answer the complaint of the plaintiff was by the court ordered entered.

Thereupon, witnesses on behalf of the plaintiff were sworn and examined and the plaintiff rested, and it appearing to the Court that after the institution of the said action the parties hereto had entered into a contract dividing the community property of the plaintiff and defendant, and it further appearing to the Court that the said division of the community property so made by the parties was a fair and equitable division, it was by the Court ordered that the plaintiff have judgment dissolving the bonds of matrimony that have heretofore and do not exist between the plaintiff and defendant and that the division of the community property made by the plaintiff and defendant be accepted, approved and confirmed.

NOW, THEREFORE, By virtue of the law and by reason of the premises aforesaid, it is hereby ORDERED, ADJUDGED and DECREED:

1.

That the bonds of matrimony heretofore and now existing between the plaintiff, Myrna Hollahan, and the defendant, James V. Hollahan, be and the same are hereby dissolved and discharged and the parties are restored to the status of single persons.

2.

There is hereby awarded to the plaintiff the full care, custody and control of the minor children of this marriage, James D. Hollahan and Judith Ann Hollahan, with the right of the defendant, James V. Hollahan, to visit the said children at reasonable times and places.

3.

That the plaintiff is hereby given and granted as her sole and separate property, free and clear of any and all claims, demands, or pretentions of the defendant, James V. Hollahan, all of her parsonal clothing, clothing for the children, and all household furniture, furnishings, and equipment of whatsoever kind or nature, used in and a part of the dwelling house used by the parties hereto at Burley, Idaho; and further it is hereby awarded, given and granted to Myrna Hollahan, the plaintiff herein, as her sole and separate property, free and clear of any and all claims, demands or pretentions of the defendant, James V. Hollahan, the following described real property:

> Lot Eleven (11), Block Sixteen (16) Millers First Addition to Burley, as the same is platted in the official plat thereof, now of record in the office of the County Recorder of Cassia County, Idaho,

and all improvements thereon, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the same being subject to a certain mortgage to the First Federal Savings and Loan Association of Twin Falls, Idaho.

4.

That the defendant, James V. Hollahan is hereby given and awarded as his sole and separate property, free and clear of any and all claims, demands or pretentions of the plaintiff, the following described personal property:

> 1--certain International KB-11 Truck subject to an indebtedness owed to Richard Rombeck amounting to the sum of $2,814.00, which indebtedness is a lien upon the said truck.

5.

That the defendant, James V. Hollahan, is hereby perpetually enjoined, restrained and estopped from making, asserting or claiming any right, title, claim or interest in or to the property that is hereby awarded to the plaintiff, Myrna Hollahan.

That the plaintiff, Myrna Hollahan, is hereby perpetually enjoined, restrained and estopped from making, asserting or claiming any right, title, claim or interest of, in or to the property that is hereby awarded to the defendant, James V. Hollahan.

6.

That the defendant, James V. Hollahan pay to the plaintiff, Myrna Hollahan, for the support and maintenance and education of the said minor children the sum of Sixty Dollars ($60.00) per month; the first payment of $60.00 to be made on the 1st day of October, 1949, and a monthly payment of $60.00 to be made on the first day of each and every month thereafter until Judith Ann Hollahan shall attain the age of 18 years, or until one of the said minor children shall marry or be deceased. Upon the minor child, Judith Ann Hollahan attaining the age of 18 years, either of the said children marrying or being deceased, the payment of $60.00 shall be reduced to $30.00, and thereafter a payment of $30.00 per month shall be made until James D. Hollahan shall attain his majority, or shall marry or be deceased.

DATED This 27 day of September, 1949.

S/ Hales E Lowe
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh, Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of Judgment in Case of Myrna Hollahan vs James V. Hollahan

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 27 day of September, 1949.

Wm Baugh
Clerk of the District Court, Ex-Officio Auditor and Recorder, Cassia County, Idaho

By ..... Deputy

7458

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CLEARWATER COUNTY

ENID CRYSTAL CHOATE,
Plaintiff,

-vs-

EDWARD Z. CHOATE,
Defendant.

Case No. 2174
Filed Sept 3 1949
at 10/50 o'clock A. M
Gayle Hayden
Clerk

D E C R E E

The above entitled cause having come regularly on or hearing before the Honorable A.L. Morgan, Judge of the above entitled Court on this 3rd. day of Sept., 1949, at Orofino, Idaho, the plaintiff appearing in person, with her counsel, Samuel F. Swayne, and the defendant having been regularly served with Summons in the State of Idaho, and the time having expired for the said defendant to appear and answer or demur to the complaint of the plaintiff on file herein and upon proper showing the default of the defendant having been regularly entered, provided by law, and this Court having heard and considered the evidence,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

I.

That the bonds of matrimony heretofore existing between the plaintiff and the defendant be dissolved and held naught and the parties returned to the status of single persons.

II.

That the plaintiff is awarded the permanent care, custody and control of the minor children of the parties; Stanley Choate, Sharlene Choate and Larry Edward Choate.

Dated Sept 3, 1949.

A. L. Morgan
A.L. Morgan, District Judge

Recorded in Book 3 of Judgments at Page 323
Gayle Hayden, Recorder By: Bertie Graham, Deputy

STATE OF IDAHO,
County of Clearwater } ss.

I, GAYLE HAYDEN, Clerk of the District Court and Ex-Officio Auditor and Recorder of Clearwater County, State of Idaho, do hereby certify that the foregoing is a full, true and correct copy of an instrument as the same now remains on file and of record in my office.

WITNESS my hand and official seal hereto affixed this 3 day of September, A. D. 1949.

Gayle Hayden

CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER

By: Bertie Graham,
Deputy

7459

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, AND IN AND FOR THE COUNTY OF CLEARWATER.

HELEN LEACH,
Plaintiff,

vs.

DANIEL PHERO LEACH,
Defendant.

Case #

Case No. 2183
Filed Sept 3 1949
at - o'clock - M
Gayle Hayden
Clerk

DECREE.

The above entitled case having come on regularly for hearing before the Honorable A.L. Morgan, judge of the above entitle Court on the 3d day of September, 1949, at Orofino, Idaho, the plaintiff appearing in person, with her counsel, Samuel F. Swayne, and the defendant having been regularly served with summons in the State of Idaho, and the Defendant having appeared and demurred to the complaint on file herein, and the same having been overruled and the said defendant having refused to plead further, the court having heard and considered the evidence,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1.

That the bonds of matrimony heretofore existing between the parties be dissolved and held at nought and parties returned to the status of single persons.

2.

That the plaintiff is awarded the sole custody, care and control of the minor children of the parties, to wit: Nathaniel Leach, Juanita Leach, Jerry Leach and Daniel Phero Leach, subject to the right of visitation by said children with the defendant during vacation time of the public school terms and subject to the right of visitation of the the children by the defendant at all reasonable times and places, provided

the said children shall not be removed from the State of Idaho and that the defendant shall pay the necessary transportation costs both ways in the event the children shall visit with the defendant during vacations.

3.

That the said children shall not be separated or adopted by any person or persons without the consent of this court and the consent of both parents first had and obtained.

4.

That the parties have reached an agreement as to the support and maintenence of the said minor children wherein the defendant will not be required to pay any specifie sum, or any sum for the support of said children or the costs of this action.

Dated this 3d day of September, 1949

A. L. Morgan

A. L. Morgan, District Judge.

Recorded in Book 3 of Judgments at Page 324
Gayle Hayden, Recorder By: Bertie Graham
Deputy

WITNESS my hand and seal of said Court affixed this
2 day of September A. D. 1949
CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER
By: Bertie Graham,
Deputy

7460

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CLEARWATER COUNTY

IKE LOUGH, Plaintiff

vs.

LEONA LOUGH, Defendant

Case Number 2177

Filed Sept 3, 1949

Clerk of the Court

DECREE

The above entitled cause came on duly and regularly for hearing and trial before the Honorable A. L. Morgan, Judge of the above entitled Court in open court in Orofino, County of Clearwater, State of Idaho, on the 3rd day of September, 1949, the plaintiff appearing in person and with his counsel, Warren F. Gardner, and the defendant not appearing, and no one appearing for or on her behalf, after the default of the defendant had been duly and regularly entered in the premises for her failure to answer or demur to plaintiff's Complaint or in any way appear herein within the time allowed to her by law therefor, after she had been duly and regularly served with Summons and a copy of the Complaint in this action, and the Court having heard the evidence adduced on behalf of the plaintiff, and having examined the records and files of this action, and having made and entered its Findings of Fact and Conclusions of Law,

NOW, ON THIS DAY, on motion of the attorney for the plaintiff, the following decree is made and entered by the Court:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be, and the same

hereby are, forever dissolved; and that the plaintiff be, and he hereby is, returned to the status of a single person.

Dated this 3 day of September, 1949.

A. L. Morgan
District Judge

Recorded in Book 3 of Judgments at Page 323
Gayle Hayden, Recorder By: Bertie Graham, Deputy

STATE OF [illegible]
County of [illegible]

I, GAYLE [illegible], [illegible] Officio Auditor and Recorder, do hereby certify that the foregoing is a full, true and correct copy of the [illegible] as the same appears of record in my office.

WITNESS my hand and official seal this 3 day of September A. D., 1949

Gayle Hayden
CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER
By: Bertie Graham, Deputy

copy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CLEARWATER COUNTY

MARTHA WRIGHT,
Plaintiff,

-vs-

R.L. WRIGHT,
Defendant

Case No. 2184
Filed September 21 1949
at 11:30 o'clock A. M
Gayle Hayden
Clerk
By Helen L. Huff, Deputy

D E C R E E

The above entitled case having come regularly on for hearing before the Honorable A.L. Morgan, Judge of the above entitled Court on this 19th day of August, 1949, at Orofino, Idaho, the plaintiff appearing in person, with her counsel, Samuel F. Swayne, and the defendant having been regularly served with Summons in the State of Idaho, and the time having expired for the said defendant to appear and answer or demur to the complaint of the plaintiff on file herein and upon proper showing the default of the defendant having been regularly entered, provided by law, and this Court having heard and considered the evidence,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

I.

That the bonds of matrimony heretofore existing between the plaintiff and the defendant be dissolved and held naught and the parties returned to the status of single persons.

II.

That the plaintiff is awarded as her sole and separate property, the following described real property, to wit: the W½ of the NE¼ of the NE¼ of Section 16, Township 33 North, Range 3, E.B.M.

Dated this 29th day of ~~August~~ Sept, 1949.

~~A.L. Morgan~~, District Judge

Recorded in Book 3 of Judgments at Page 328
Gayle Hayden, Recorder By Bertie Graham, Deputy

State of Idaho,
County of Clearwater } ss.

I, Gayle Hayden, Clerk of the District Court and Ex-Officio Auditor and Recorder of Clearwater County, State of Idaho, do hereby certify that the foregoing is a full, true and correct copy of [illegible] and on record in my office.

WITNESS my hand and official seal hereto affixed this 1 day of October A. D., 1949

Gayle Hayden
CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER
By Bertie Graham
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE.

9
1073
9-10-49
9:00 A.M.
James A. Gillis
Book 6 Page 294

BARBARA CODY,
Plaintiff,
-vs-
LELAND CODY,
Defendant.

JUDGMENT

THIS CAUSE, Coming on regularly for hearing this 9th day of September, A.D. 1949, Frank F. Kibler, Esq., appearing as counsel for the plaintiff, and the defendant not appearing by counsel or otherwise, and it appearing to the Court that summons in this cause has been heretofore duly and regularly served upon the defendant herein personally, and that the defendant has failed to answer, appear, or plead to the plaintiff's complaint herein within the time allowed by law, or at all, and on motion of Frank F. Kibler, Esq., attorney for the plaintiff, the default of the defendant for his failure to so appear, plead or answer plaintiff's complaint herein was duly and regularly entered by the Court at chambers on September 9th, 1949.

WHEREUPON Witnesses were sworn and evidence introduced on behalf of the plaintiff and the cause submitted, from which it appears that all of the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competence, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, On motion of Frank F. Kibler, attorney for the plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that the plaintiff shall have, and she hereby is, granted a divorce from the defendant on the grounds of extreme cruelty, and that the bonds of matrimony between said plaintiff and defendant are hereby dissolved; and the parties are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby

FRANK KIBLER
LAWYER
NAMPA, IDAHO

ORDER, ADJUDGE AND DECREE that the plaintiff be and she hereby is restored to her maiden name, to-wit: BARBARA GARDINER.

Done at Chambers in Boise, Ada County, Idaho this 21st day of September, A.D. 1949.

Charles E. Winstead
District Judge

STATE OF IDAHO,)
) SS.
COUNTY OF ELMORE,)

I, James A. O'Neill, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a full, true and correct copy of the JUDGMENT now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 21st day of September, 1949.

James A. O'Neill
Clerk of District Court
By Donna Friedman
Deputy

FRANK KIBLER
LAWYER
NAMPA, IDAHO

7463

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

* * *

ELSIE M. BECKWITH,

Plaintiff,

-vs-

DONALD C. BECKWITH,

Defendant.

DECREE

File 6
Case No. 1125
Date Filed 9-9-49
3:30 o'clock P. M.
JAMES A. O'NEILL
CLERK OF COURT.
Book 8 Page 292
Deputy

The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, in Chambers at Boise, County of Ada, State of Idaho, upon the 9th day of September, 1949, the plaintiff appearing in person and by her attorney, Perce Hall, and the defendant appearing not, neither in person nor by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant Donald C. Beckwith had been duly and regularly served with summons in this action in the manner provided by law and that said defendant had failed to appear and answer, demur or otherwise plead to the plaintiff's complaint within the time allowed by law and the default of said defendant having been duly and regularly entered according to law and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of her complaint and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's complaint in favor of the plaintiff and against the defendant and finds that the defendant has been guilty of extreme cruelty towards the plaintiff and that by reason thereof the plaintiff is entitled

to have the bonds of matrimony heretofore and now existing between the plaintiff and the defendant dissolved;

And the Court further finds that upon the 6th day of August, 1949, the plaintiff Elsie M. Beckwith, who is also sometimes known as Elsie Beckwith and the defendant Donald C. Beckwith, who is also sometimes known as Don Beckwith, made and entered into one certain agreement in writing, in words and figures as follows:

THIS AGREEMENT, Made and entered into this 6th day of August, 1949, by and between ELSIE BECKWITH, hereinafter designated as the first party, and DON BECKWITH, hereinafter designated as the second party, WITNESSETH:

WHEREAS, The parties hereto are husband and wife and because of certain differences and disagreements which have arisen between them, they are now living separate and apart from each other, And,

WHEREAS, The said parties desire to settle and adjust certain of the differences arising between them in connection with the division and disposition of their community property, NOW, THEREFORE;

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the parties hereto owe the following debts and obligations, to-wit:

NAME OF CREDITOR	AMOUNT
Continental State Bank	$1900.00
Robert Wetherall	55.00
For Fire Insurance	35.00
First Security Bank of Idaho	175.00
Gene Tobin	100.00
Glenns Ferry Bank	200.00
Credit Finance Company	260.00

NAME OF CREDITOR	AMOUNT
Sears, Roebuck Company	$ 225.00
Harris Department Store	60.00
Home Lumber & Coal Company	1046.00
Dr. L. F. Lesser	28.00
Mountain States Telephone & Telegraph Company	18.00
Idaho Power Company	9.00
Rent for July	55.00
First Security Bank of Idaho	45.00
Pacific Finance Corporation	318.00

2. That the parties hereto own the following described community property, to-wit:

REAL PROPERTY, Situate in the County of Elmore, State of Idaho, bounded and described as follows:

> Beginning at a point 110 feet south of the northeast corner of Lot 16 of State of Idaho Subdivision of the north half of Section 36, Township 3 South, Range 6 East, Boise Meridian, and running thence west 173 feet; thence south 25 feet; thence east 173 feet; thence north 25 feet to the point of beginning, subject to a mortgage to Continental State Bank upon which there is due the sum of $1900.00
>
> Beginning at a point 135 feet south of the northeast corner of Lot 16 of State of Idaho Subdivision of the north half of Section 36, Township 3 South, Range 6 East, Boise Meridian, and running thence west 173 feet; thence south 25 feet; thence east 173 feet; thence north 25 feet to the point of beginning, subject to a real estate contract whereby the parties hereto are purchasing said property from Gene Tobin, upon which contract there is a balance due in the sum of $100.00.

PERSONAL PROPERTY, Described as follows:

1 Ford Pick-up, year model 1940

Miscellaneous furniture and fixtures

3. That the second party shall have and the first party hereby releases and conveys to the second party, so that the same may be held by the second party as his sole and separate

property, all of the right, title, claim and interest of the first party in and to said Ford Pick-up, year model 1940, and the second party hereby assumes and agrees to pay to Pacific Finance Corporation the approximate sum of $318.00, which amount is secured by a lien upon said motor vehicle, and the second party shall indemnify and hold the first party harmless from all liability to said Pacific Finance Corporation by reason of said lien or the contract upon which said lien is based.

4. That the first party shall have and the second party hereby releases and conveys to the first party, so that the same may be held by the first party as her sole and separate property and not in any respect as community property, all of the right, title, claim and interest of the second party in and to all of the real property above described and in and to alll furniture and fixtures of the parties hereto. In consideration of the conveyance to her of the interest of the second party in and to said property, the first party hereby assumes and agrees to pay all of the debts and obligations above mentioned, save and except the debt and obligation to Pacific Finance Corporation, and the first party hereby agrees to indemnify and hold the second party harmless from all of the debts and obligations hereby assumed by her.

5. That all property hereafter acquired by either of the parties, whether by accumulation, investment or from his or her own labor, or in any other way, shall be the sole and separate property of the party acquiring the same, free and clear from any claim, interest or control whatsoever of the other party. Neither of the parties to this agreement shall hereafter be answerable for any debt or liability contracted by the other party for support or otherwise from and after the date of this agreement.

6. Each of the parties hereto hereby releases the other from all claims, debts and demands of every kind, name or nature whatsoever, whether for alimony, support money or otherwise, save and except for the payment of the amounts specifically mentioned in this agreement, and this agreement is and shall be construed as a full and complete determination and final settlement of all property ri hts existing between the parties hereto.

7. In the event the first party hereafter applies for a divorce from the second party, the second party agrees to pay to the first party the sum of $150.00 to be applied upon attorney's fees and costs in any such divorce action, and which amount shall be paid by the second party prior to or at the time said divorce action is completed. Subject to the approval of the Court having jurisdiction, this agreement may be incorporated into and be made a part of any decree of divorce hereafter awarded to either of the parties hereto, and the community property of the parties hereto shall be awarded to each respective party in accordance with the terms and conditions of this agreement.

IN WITNESS WHEREOF, The said parties have hereunto set their hand the day and year herein first above written.

ELSIE M. BECKWITH
First Party

DON BECKWITH
Second Party

STATE OF IDAHO,)
) SS.
COUNTY OF ELMORE.)

On this 15th day of August, in the year 1949, before me, the undersigned, a Notary Public in and for said State,

personally appeared ELSIE BECKWITH, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

PERCE HALL
Notary Public for Idaho,
Residing at Mountain Home, Idaho.

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE.)

On this 15th day of August, in the year 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared DON BECKWITH, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

PERCE HALL
Notary Public for Idaho,
Residing at Mountain Home, Idaho

The Court concludes as a matter of law that said agreement should be confirmed and approved and incorporated in this decree, NOW, THEREFORE;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff Elsie M. Beckwith, who is also sometimes known as Elsie Beckwith, and the defendant Donald C. Beckwith, who is also sometimes known as Don Beckwith be and the same are hereby dissolved and that the plaintiff be and she is hereby divorced from said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the name of Elsie Davidson, by which the plaintiff was known prior to her marriage to the defendant, be and the same and is hereby restored to the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the agreement incorporated herein, executed by the plaintiff and the defendant, is hereby approved and confirmed and pursuant to the terms of said agreement, the following described property is hereby awarded to the plaintiff as her sole and separate property, to-wit:

REAL PROPERTY, Situate in the County of Elmore, State of Idaho, bounded and described as follows:

Beginning at a point 110 feet south of the northeast corner of Lot 16 of State of Idaho Subdivision of the north half of Section 36, Township 3 South, Range 6 East, Boise Meridian, and running thence west 173 feet; thence south 25 feet; thence east 173 feet; thence north 25 feet to the point of beginning, subject to a mortgage to Continental State Bank upon which there is due the sum of $1900.00.

Beginning at a point 135 feet south of the northeast corner of Lot 16 of State of Idaho Subdivision of the north half of Section 36, Township 3 South, Range 6 East, Boise Meridian, and running thence west 173 feet; thence south 25 feet; thence east 173 feet; thence north 25 feet to the point of beginning, subject to a real estate contract whereby the parties hereto are purchasing said property from Gene Tobin, upon which contract there is a balance due in the sum of $100.00.

PERSONAL PROPERTY,
Consisting of miscellaneous furniture and fixtures.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That pursuant to the terms of said agreement the following property is hereby awarded to the defendant, to have and to hold the same as his sole and separate property, to-wit:

One Ford Pick-up, year model 1940.

Done in Chambers at Boise, County of Ada, State of Idaho, this 9th day of September, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE.)

I, James A. O'Neill, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 9 day of September, 1949.

JAMES A. O'NEILL
Clerk of the District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

6
1129
9-21-49
11:45
JAMES A. O'NEILL

EDWARD F. HICKS,

Plaintiff,

-vs-

CLARA MAE HICKS,

Defendant.

DECREE

The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, in Chambers at Boise, in the County of Ada, State of Idaho, upon the 20th day of September, 1949, the plaintiff appearing in person and by his attorney, Perce Hall, and the defendant appearing not, neither in person nor by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant Clara Mae Hicks had been duly and regularly served with summons in this action in the manner provided by law and that said defendant had failed to appear and answer, demur or otherwise plead to the plaintiff's complaint within the time allowed by law and the default of said defendant having been duly and regularly entered according to law and the default of said defendant having been duly and regularly entered according to law and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of his complaint and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's complaint in favor of the plaintiff and against the defendant and finds that the defendant has been guilty of extreme cruelty towards the plaintiff and that by reason thereof the plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the plaintiff and the defendant dissolved;

And the Court further finds that upon the 23rd day of August, 1949, the plaintiff and the defendant made and entered into an agreement in writing in words and figures as follows:

THIS AGREEMENT, Made and entered into this 23rd day of August, 1949, by and between Edward F. Hicks, the above named plaintiff, hereinafter designated as the first party, and Clara Mae Hicks, the above named defendant, hereinafter designated as the second party, WITNESSETH:

WHEREAS, The parties hereto are husband and wife and because of certain differences and disagreements which have arisen between them, they are now living separate and apart from each other and the first party has commenced an action for divorce against the second party, AND,

WHEREAS, The parties hereto desire to settle and adjust certain of the differences existing between them in connection with the custody of their minor child and disposition of their property, NOW, THEREFORE:

IT IS MUTUALLY UNDERSTOOD AND AGREED Between the parties hereto as follows:

1. That the following described property, all of which is situate in the County of Owyhee, State of Idaho, is the sole and separate property of the first party and the second party hereby releases and conveys to the first party all right, title, claim and interest which she may have therein, said property being described as follows:

REAL PROPERTY, Described as follows:

The south half of the southwest quarter of Section 17; the southwest quarter of the southeast quarter and the southeast quarter of the southeast quarter of Section 18; the south half of the northeast quarter, the north half of the southeast quarter and the north half of the northeast quarter of Section 19; the northwest quarter and the north half of the southwest quarter of Section 20, all in Township 10 South, Range 4 east, Boise Meridian;

The southeast quarter of the southwest quarter of Section 35 in Township 10 South and Lots 2 and 3 of Section 2 in Township 11 South, all in Range 3 East, Boise Meridian;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and together with all grazing rights and privileges appertaining to said land.

The east half of the northeast quarter of Section 24, Township 7 South, Range 4 East, Boise Meridian, together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

PERSONAL PROPERTY, Described as follows:

40 Chickens
10 Head of cows
1 Pig
4 Head of horses
1 Chevrolet Sedan, year model 1934.

2. That the first party shall have and he is hereby granted the care, custody and control of Virginia Lee Hicks, minor child of the parties hereto, and that the second party shall have and she is hereby granted the right to visit said minor child at all reasonable and proper times and to have said child vist her at reasonable times and for reasonable periods of time. Neither of the parties to this agreement shall do or say anything intended or calculated to alienate the affection of said minor child from the other party.

3. All property hereafter acquired by either of the parties to this agreement, whether acquired by accumulation, investment or from his or her own labor or in any other way, shall be the sole and separate property of the party acquiring the same, free and clear from all claims, interest or control whatsoever of the other party.

4. That this agreement is made with the intention and for the purpose of settling forever all of the property rights existing between the parties hereto in regard to all of their property, whether community or separate, and it is agreed that neither of them will ever make any claim upon the other of any kind or nature whatsoever dependent upon or growing out of their marriage relationship which now exists between them. All property belonging to either of the parties hereto may be disposed of by such party by will or deed or any other proper conveyance, free and clear of any claim on the part of the other party. Each of the parties hereto hereby releases the other from all claims, debts and demands of every kind, name or nature whatsoever, and in particular the second party hereby releases the first party from all claims for alimony, support money or otherwise, and this agreement is and shall be construed as a full and complete determination and final settlement of all their property rights.

5. That the first party has paid to the second party the sum of $50.00, in cash, lawful money of the United States of America, and the receipt of said sum is hereby acknowledged by the second party.

6. That subject to the approval of the above entitled Court, this agreement may be incorporated into and may become a part of any decree of divorce which may be entered by the Court in the above entitled action.

IN WITNESS WHEREOF, The said parties have hereunto set their hands the day and year first above written.

/s/ Edward F. Hicks
First Party

/s/ Clara Mae Hicks
Second Party

STATE OF IDAHO,)
COUNTY OF ELMORE.) ss.

On this 23rd day of August, in the year 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared Clara Mae Hicks, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)

/s/ O. E. Norell
Notary Public for Idaho,
Residing at Mountain Home, Idaho.

STATE OF IDAHO,)
COUNTY OF ELMORE.) ss.

On this 25th day of August, in the year 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared Edward F. Hicks, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)

/s/ Perce Hall
Notary Public for Idaho,
Residing at Mountain Home, Idaho.

The Court concludes as a matter of law that said agreement should be confirmed and approved, NOW, THEREFORE;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff Edward F. Hicks and the defendant Clara Mae Hicks be and the same are hereby dissolved and that the plaintiff be and he is hereby divorced from said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the care, custody and control of Virginia Lee Hicks, minor child of the plaintiff and the defendant, be and the same are hereby awarded to the plaintiff and that the defendant shall have the right to visit said minor child at reasonable and proper times and to have said child visit her at reasonable times and for reasonable periods of time.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the following described property is the sole and separate property of the plaintiff and that the defendant has no community property interest therein; that said property is described as follows:

REAL PROPERTY, Situate in the County of Owyhee, State of Idaho, described as follows:

The south half of the southwest quarter of Section 17; the southwest quarter of the southeast quarter and the southeast quarter of the southeast quarter of Section 18; the south half of the northeast quarter, the north half of the northeast quarter of Section 19; the northwest quarter and the north half of the southwest quarter of Section 20, all in Township 10 South, Range 4 East, Boise Meridian;

The southeast quarter of the southwest quarter of Section 35 in Township 10 South, and Lots 2 and 3 of Section 2 in Township 11 South, all in Range 3 East, Boise Meridian;

The east half of the northeast quarter of Section 24, Township 7 South, Range 4 East, Boise Meridian;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and together with all grazing rights and privileges appertaining to said land.

PERSONAL PROPERTY, Described as follows:

40 Chickens
10 Head of Cows
1 Pig
4 Head of Horses
1 Chevrolet Sedan, Year Model 1934.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the agreement incorporated herein, executed by the plaintiff and the defendant, is hereby approved and confirmed.

Done in Chambers at Boise, in the County of Ada, State of Idaho, this 20th day of September, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE.)

I, James A. O'Neill, Clerk of the District Court of tne Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a full, true and correct copy of DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 21st day of September, 1949.

James A. O'Neill
Clerk of the District Court

By _____
Deputy

X

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

File 12
Case No. 1126
Date Filed 9-24-49
9:00 o'clock A.M.
James A. O'Neill
CLERK OF COURT,
Deputy

VIOLET H. TAYLOR,
Plaintiff,
vs.
WILLIAM J. TAYLOR,
Defendant.

D E C R E E

The above entitled cause came on regularly to be heard and tried in the chambers of the court at Boise, Ada County, Idaho, on the ~~20th~~ 23rd day of September, 1949, the plaintiff appearing in person and by her attorneys, Anderson and Thomas, and the defendant not appearing either in person or by attorney;

And upon said hearing, it satisfactorily appearing to the court that the defendant herein, William J. Taylor, was personally and duly served with summons herein attached to a copy of the complaint referred to in the said summons and on file in this cause, and the defendant having failed to answer, demur or otherwise plead to said complaint and the time for answering, demurring or otherwise pleading to said complaint having expired, and the default of the defendant, William J. Taylor, having been duly entered according to law, and the court having heard the testimony introduced in behalf of the said plaintiff and in support of her complaint; and upon consideration of the said testimony the court finds upon the first cause of action of the plaintiff the issues in favor of said plaintiff and against the said defendant and finds that the said defendant has been guilty

of wilful desertion of the plaintiff as set forth in said complaint and the court finds upon the second cause of action of the plaintiff the issues in favor of said plaintiff and against said defendant and finds that the said defendant has been guilty of wilful neglect of and towards the plaintiff as set forth in said complaint and that by reason thereof said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between plaintiff and defendant dissolved and to be divorced from the said defendant;

The court further finds that there have been no children born as issue of said marriage and that the parties have acquired no community property during the period of said marriage;

The court further finds that the plaintiff's name, prior to the said marriage between plaintiff and defendant, was Violet H. Shepard;

The court further finds that the said plaintiff has been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff, Violet H. Taylor, and the defendant, William J. Taylor, be, and the same hereby are, dissolved and set aside, and the said plaintiff be, and she is hereby, forever divorced from the defendant, and each the said plaintiff and the said defendant is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be, and she is hereby, restored the name by which she was known prior to the said marriage between plaintiff and defendant, to-wit: Violet H. Shepard.

Dated September 23rd, 1949.

Charles E. Winstead

District Judge

No. 1126

Clerk's Certificate Of True Copy

STATE OF IDAHO,)
) ss
COUNTY OF ELMORE,)

I, JAMES A. O'NEILL, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce in Case No. 1126, Violet H. Taylor vs. William J. Taylor now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at Mountain Home, Ida., this 8th day of Oct. A. D. 1949.

James A. O'Neill Clerk

By Donna Friedman Deputy Clerk

7466

IN THE DISTRICT COURT
of the Fifth Judicial District of the State of Idaho
in and for the County of Franklin

Reeta Hazel Hansen, Plaintiff

-vs-

Marion Hansen, Defendant

DECREE

This action came on regularly to be heard and tried by the Court on this 20th day of September, 1949, the plaintiff appearing in person and by her Attorney, and the defendant not appearing, either in person or by Attorney.

It appears to the Court, and the Court finds, that the summons in this action and a copy of the complaint has been duly served upon the defendant and that the defendant has failed to appear or plead to plaintiff's said complaint, and that his default in that behalf has been duly and regularly entered herein.

Evidence was offered for and on behalf of the plaintiff in support of the allegations of her said complaint and received by the Court, and from which it appears to the Court, and the Court finds, that all of the material allegations of the plaintiff's complaint are true.

And the matter being submitted to the Court for decision, and the Court being fully and sufficiently advised in the premises, and all and singular the law and the evidence being by the Court understood and fully considered

It is therefore by the Court Ordered, Adjudged, and Decreed:
That the bonds of matrimony existing between the plaintiff, Reeta Hazel Hansen, and the defendant, Marion Hansen, be, and the same are hereby, wholly dissolved, and each of the said parties are hereby released from all of the obligations thereof, and each is restored to the status of a single person;
That the plaintiff be, and is hereby, awarded the full custody and control of Gerald Hansen, the minor child of said marriage of plaintiff and defendant.

Dated September 20th, 1949

R. E. Human
District Judge

A TRUE COPY, ATTEST:

R. E. Human
Clerk of the District Court
(Seal of Court)

By Bonnie Farrington
Deputy

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO IN AND FOR THE

COUNTY OF FREMONT

THOMAS EARL DAYTON,

Plaintiff,

-vs-

VEVA DAYTON,

Defendant.

DECREE OF DIVORCE

This matter came regularly on to be heard before the Honorable Henry S. Martin, District Judge, on the 23rd day of September, 1949 Willard C. Burton, Attorney at Law, appeared for and on behalf of the plaintiff and no one appeared for the defendant. It appeared to the Court that the defendant has been regularly and duly served with summons and failed within the time allowed by law to appear and plead to the complaint of the plaintiff, and the defendant's default for thus failing to appear and plead has been duly and regularly entered.

It further appeared to the Court that defendant is not a member of the Military or Naval Service of the United States within purview of the Soldiers' and Sailors Civil Relief Act of 1940, as amended, and the Court has heretofore ordered that default be entered against her and that plaintiff be allowed to submit his proof,

Competent evidence having been introduced in support of plaintiff's complaint, and it appearing therefrom that all the material allegations thereof are true;

NOW THEREFORE, The Court being fully advised in the law and the premises, and on motion of Willard C. Burton, Attorney for the plaintiff,

It is hereby ORDERED, ADJUDGED and DECREED: That a decree of divorce be, and the same is hereby, granted the plaintiff, Thomas Earl Dayton, of and from the defendant, Veva Dayton, upon the grounds of cruelty, and for fault of the defendant, and that certain marriage contracted between the parties on or about the 12th day of May, 1949 be, and the same is hereby dissolved, and the said parties are, and each of them is,

restored to the status of single persons.

And it is further ORDERED, ADJUDGED and DECREED: That the defendant be awarded for her maintenance and support and as alimony, the sum of $50 per month, to be paid to her by the plaintiff on the first day of each and every month hereafter beginning with the first day of October, 1949, and continuing for a period of only six months.

Done and dated this 23rd day of September, 1949.

Henry S. Martin
District Judge

STATE OF IDAHO,)
COUNTY OF FREMONT,) ss:

I, T. H. Foley, Clerk of the District Court, and Ex-Officio Auditor and Recorder, in and for the County of Fremont, State of Idaho, do hereby certify that the attached is a full, true, and correct copy of a certain Decree of Divorce

Thomas Earl Dayton vs Veva Dayton

as the same now appears of record on file in my office, as instrument No. 267381

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 26 day of September A. D., 1949.

T. H. Foley
Clerk of District Court, and Ex-Officio Auditor and Recorder.

By Maud Bird
Deputy Recorder

7468

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

FAYE BONNING,
Plaintiff,
-vs-
W. E. BONNING,
Defendant.

JUDGMENT

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho, this 2nd day of September, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process, and that he had failed to answer within the time given by law, and that the default of the defendant for his failure to appear has been duly entered by the Clerk of the Court.

Whereupon, evidence duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in the complaint, and that the plaintiff is and for several years last past and immediately prior to the filing of the complaint herein has been an actual bona fide resident of of the State of Idaho.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff and defendant be and the same are hereby dissolved, and each of said parties is hereby restored to the status of a single person; that the agreement, dated August 11, 1949, between plaintiff and defendant and admitted in evidence as an exhibit is hereby approved and confirmed

by the court and the property of the parties is hereby distributed and awarded as provided for in said agreement; that the custody and care of the minor child of plaintiff and defendant, namely, Walter Joseph Bonning II, is divided equally between the parties until said child shall have become of school age and entered school, and after he has become school age and entered school, the plaintiff shall have the custody and care of said child during said school period and the defendant shall have his custody and care during summer vacations, the plaintiff to have said custody and care from date hereof until February 11, 1950, and the defendant to have said custody and care for six months thereafter, and said custody and care shall so alternate until said child shall have become school age and entered school when the above provision shall then govern; that during the time that either party hereto has the custody and care of said child, the other party shall have the right to visit said child at reasonable times and under reasonable circumstances; that the defendant is hereby required and directed to pay to the plaintiff for the support of said child the sum of $50.00 a month during the time that she has the custody thereof; the first payment of $50.00 to be made on September 25th, 1949, and the defendant is further required and directed to also pay all necessary medical and dental expenses for said child and he shall also purchase and furnish to said child his necessary clothing.

GIVEN UNDER MY HAND this 2nd day of September, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Faye Bonning -vs- W. E. Bonning

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 2nd day of September A. D. 1949

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * *

GEORGENE B. McCLARAN,
Plaintiff,

vs.

FREDERICK A. McCLARAN,
Defendant.

7469

D E C R E E

* * * * * * *

THIS CAUSE, Having been brought on to be heard this 2nd day of September, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Boise, Ada County, Idaho, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Frederick A. McClaran, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Georgene B. McClaran, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of Rene Phyllis McClaran, the minor child of plaintiff and defendant be awarded to the plaintiff herein and that the said defendant may have the privilege to visit the said minor child at all reasonable and proper times and places while said minor child is under the care, custody and control of the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant herein, Frederick A. McClaran, shall pay to the plaintiff herein for the care and support of the minor child of the plaintiff and defendant, namely, Rene Phyllis McClaran, the sum of Fifty and no/100 ($50.00) Dollars per month.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the property settlement agreement entered into between the plaintiff and defendant is hereby ratified, approved and confirmed.

DATED At Gooding, Idaho, this 2nd day of September, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Georgene B. McClaran -vs- Frederick A. McClaran

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book.....at page.....

In Testimony Whereof, I have set my hand and affixed my official seal this 2nd day of September A. D. 1949

Bert Bowler
Clerk, Ex Officio Auditor and Recorder

By.....
Deputy

7470

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

OPAL ROOT,

Plaintiff,

-vs-

D. E. ROOT,

Defendant.

JUDGMENT

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho, this 2nd day of September, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process, and that he had failed to answer within the time fixed by law, and that the default of the defendant for his failure to appear has been duly entered by the Clerk of the Court.

Whereupon, evidence duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in the complaint, and that the plaintiff is and for several years last past and immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

It is hereby ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff and defendant be and the same are hereby dissolved, and each of said parties is hereby restored to the status of a single person; that the plaintiff is hereby awarded as her sole and separate property the 1946 Ford Sedan Automobile, Motor

#99A688671 and Title #A569674; that the plaintiff is also awarded as her sole and separate property, all of the furniture, household goods, dishes, bedding, household appliances and miscellaneous household personal property now owned by the parties hereto.

/s/ D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Opal Root -vs- D. E. Root

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 2nd day of September A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

7471

LEE COTTER Plaintiff, vs KAY COTTER Defendant.	)	DECREE OF DIVORCE

The above entitle action coming on regularly for trial before the Court without a jury on the 3RD day of September, 1949, the plaintiff appearing in person and with counsel; it appearing that summons was regularly issued and duly served on the defendant personally; that the defendant made no answer within the time allowed by law and her default was entered of record; that witnesses were sworn and examined in behalf of the plaintiff and the cause having been submitted to the Court and the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, That the allegations of the complaint are true and the defendant is guilty of extreme cruelty towards the plaintiff; that the plaintiff is entitled to a decree of divorce and he is hereby absolutely divorced from the defendant and freed from the bonds of matrimony and resotred to the status of a single and unmarried person.

Dated and signed at Boise, Idaho, this 3RD day of September, 1949.

D. H. SUTPHEN

District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Lee Cotter -vs- Kay Cotter now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 3rd day of September A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

VERONICA MARIE DeSANNO,
Plaintiff,
vs.
GERALD MAURICE DeSANNO,
Defendant.

JUDGMENT AND DECREE

THIS Cause coming on regularly to be heard on the 6TH day of September, 1949, before the Court without a jury, Elam and Burke appearing for said plaintiff and the defendant not appearing in person or by counsel; and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring or appearing has expired, and that the default of said defendant, Gerald Maurice DeSanno, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered herein.

WHEREUPON evidence, duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility and sufficiency, and it further appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and the premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this does ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony between plaintiff and defendant be, and the same are hereby forever dissolved.

2. That plaintiff's former name of Veronica Marie White be and the same is hereby restored to her.

Dated September 6TH, 1949.

D. H. SUTPHEN
District Judge

ELAM AND BURKE
ATTORNEYS AT LAW
BOISE IDAHO

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Veronica Marie DeSanno -vs- Gerald Waurice DeSanno

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 6th day of September A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

-O-

KENNETH LYLE JACKSON,
Plaintiff,
vs.
LOLA FRANCES JACKSON,
Defendant.

D E C R E E

-O-

THIS CAUSE came on regularly to be heard in open Court this 9TH day of September, 1949, upon the complaint of the Plaintiff herein, Kenneth Lyle Jackson, and the answer of the Defendant, Lola Frances Jackson, Randall Wallis appearing for the Plaintiff and Raymond D. Givens appearing for the Defendant. Oral and documentary evidence was introduced and the cause submitted to the Court for decision, and the Court, being fully advised in the premises, finds, concludes, denies and decrees:

I.

That Findings of Fact and Conclusions of Law were waived by Stipulation in writing, filed with the Clerk of this Court.

II.

That Plaintiff herein, now, and for more than six weeks last past and immediately preceding the filing of the complaint and commencement of this action, has been, a bona fide resident and domiciled within the State of Idaho; that Plaintiff during said time has been actually and physically present and domiciled in the State of Idaho.

III.

That the Plaintiff and Defendant intermarried on or about

the 29th day of November, 1924, at Spencerport, New York.

IV.

That as the issue of said marriage there has been born to Plaintiff and Defendant a daughter named Patricia Ann Jackson, born October 15, 1932, and that heretofore, to-wit, on the 2nd day of September, 1949, Plaintiff and Defendant entered into an agreement in writing for the maintenance, support and education of said minor child and settling and determining the property rights, duties, and obligations of the parties to this action, which agreement is sustained by the evidence in this cause and should be approved and confirmed in this action and that an executed copy of said agreement is in evidence herein and filed in the files of this Court and cause, marked "Exhibit A" and by this reference made a part of this Decree.

V.

That during the marriage of the parties hereto the Defendant disregarded her marriage vows and obligations and without just provocation knowingly and wilfilly inflicted upon the Plaintiff grievous mental suffering which acts were calculated to and did cause the Plaintiff great grievous mental suffering.

WHEREFORE, IT IS NOW ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the Plaintiff, Kenneth Lyle Jackson, and the Defendant, Lola Frances Jackson, be, and the same are hereby, dissolved absolutely, and the said parties are, and each of them is, freed and released from the obligations thereof.

2. That said written agreement, made and entered into by and between the parties hereto on the 2nd day of September, 1949, an executed copy of which is in the files of this Court and cause, marked "Exhibit A", as hereinbefore mentioned, together with the

provisions pertaining to the custody of said minor child and the obligations of the Plaintiff herein for the maintenance and support of said minor child, as therein specified be, and the same are hereby ratified, approved and confirmed by this Court and that by reference thereto are incorporated herein and made a part of this Decree, as fully and effectually as if set forth at length herein, and the custody of said minor child be, and hereby is, granted in accordance with the terms and provisions of said agreement.

DONE IN OPEN COURT in Gooding County, State of Idaho, this 9TH day of September, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO)
) ss.
County of Gooding)

I, Bert Bowler, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a true and correct copy of the original Decree filed in the above entitled action and remaining now on file in my office at Gooding, Gooding County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 9TH day of September, 1949.

(SEAL)

Bert Bowler
Clerk

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF GOODING

JEANETTE SWAN,

Plaintiff,

vs.

THOR SWAN,

Defendant.

DECREE

This cause coming on regularly for hearing before the Honorable Doran H. Sutphen, Judge of the above entitled Court in the Court House at Gooding, Gooding County, Idaho, on the 9TH day of September, 1949, the plaintiff appearing in person and by her attorney Raymond D. Givens, and the defendant having filed herein his Waiver of Service of Process and having entered an appearance and consented to default, the Court proceeded to hear evidence on behalf of plaintiff from which it appears as follows:

That all of the allegations in plaintiff's complaint are sustained by the evidence and that the matters so alleged are sufficient to entitle her to the relief prayed for and as herein provided,

WHEREFORE, All and singular the law and the premises being by the Court understood and fully considered, it is hereby ORDERED, ADJUDGED AND DECREED:

That the bonds of matrimony now existing between the plaintiff, Jeanette Swan and the defendant, Thor Swan, be and the same are hereby forever dissolved and that the said parties are and each of them is, freed and absolutely relieved from the bonds of matrimony and all the obligations thereof, and that the plaintiff and defendant are, and each of them is restored to the status of a single person.

Dated this 9TH day of September, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Jeanette Swan -vs- Thor Swan

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 9th day of September A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7475

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

DOLORES CARPENTER HENKEL, Plaintiff,	)	
vs.	)	FINAL DECREE
ALEX HENKEL, JR., Defendant.	)	

This cause came on regularly before the Court, sitting without a jury, on this 9 day of September, 1949, the plaintiff appearing in person and by her attorney of record and the defendant appearing not, and from the records and files in said action it appears that the defendant was duly and regularly, personally served with Summons in Canyon County, State of Idaho and that more than 20 days have elapsed since such service and that the defendant has failed to answer or otherwise plead to plaintiff's complaint on file herein; and it further appearing from the affidavit of plaintiff that the defendant is not engaged in the Military Service of the United States as defined in that Act of Congress known as the Soldiers' and Sailors' Civil Relief Act of 1940, as amended; and the default of the defendant having been entered herein according to law; and witnesses having been sworn and having testified on behalf of the defendant and it appearing therefrom that all of the allegations of plaintiff's complaint are sustained by testimony, free from legal objection; and that the plaintiff is entitled to a decree of divorce on the grounds of Extreme Cruelty,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the bonds of matrimony

heretofore and now existing between plaintiff and defendant, be, and the same are hereby, dissolved and the parties are, after the entry of this decree, restored to the status of single persons; that the community property of the parties hereto, consisting of one 1939 Four Door Dodge Sedan, Motor number D11-56,677, Serial number 30157200 and all other articles of personal property in the possession of plaintiff be, and the same are hereby, awarded to the plaintiff as her sole and separate property, free and clear of all claims of defendant; that plaintiff's maiden name of Dolores Carpenter be, and the same is hereby, restored to her; that the plaintiff have judgment against the defendant for the sum of $150.00 attorney's fees and 15.00 Dollars costs herein incurred and that execution may issue therefor.

Dated this 9 day of September, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Dolores Carpenter Henkel -vs- Alex Henkel, Jr.

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 9th day of September A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7476

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF GOODING.

Wanda Barham,

Plaintiff,

vs

Rex Barham,

Defendant.

Copy of:

DECREE OF DIVORCE.

This cause coming on regularly for trial before D. H. Sutphen, Judge of the above court at Gooding, Idaho and the trial thereof having been had and the court having heard all of the testimony and evidence produced and being fully advised in the premises finds that the defendant is guilty of extreme cruelty toward the plaintiff as charged in the complaint and that a divorce should be granted to the plaintiff from the defendant.

NOW THEREFORE it is hereby Ordered, Adjudged and Decreed that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby permanently dissolved. The two minor children of the parties hereto, to-wit; Rex Ted Barham and Bethel Ann Barham are hereby awarded to the custody, care and control of the plaintiff.

Given under my hand at Gooding, Idaho this 9th day of September, 1949.

D. H. Sutphen

DISTRICT JUDGE.

STATE OF IDAHO } ss.
County of Gooding }

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Wanda Barham -vs- Rex Barham

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 9th day of September A. D. 19 49

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

SYLVIA TRIEST,

Plaintiff,

-VS-

CARL G. TRIEST,

Defendant.

D E C R E E.

This cause coming on to be heard before the Court this 14th day of September, 1949, the plaintiff being present in person and being represented by Everett B. Taylor, her attorney, the defendant being represented by Joseph McFadden , his attorney, the following proceedings were had:

It appearing to the Court that a duly verified answer had been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agreed that the said action should be tried before the Court, without a jury, at this time, and that each of the said parties were ready for trial. The Court after hearing the testimony submitted for and on behalf of the plaintiff, which was duly corroborated, and the issue of the plaintiff's domicile having been contested, and both sides having rested; the Court having considered the law and the evidence, now finds that all material allegations of the complaint are true and correct; that plaintiff is, and for more than six weeks immediately prior to the filing of the complaint in this action has been a resident of Blaine County, State of Idaho, in which County she had her place of residence and domicile, and the Court having rendered its decision herein in writing, consisting of findings of fact and conclusions of law, which said decision is in favor of said plaintiff.

NOW, therefore, in accordance therewith, IT IS ORDERED, ADJUDGED, AND DECREED, That the marriage between the plaintiff SYLVIA TRIEST,

and the defendant Carl G. Triest, be dissolved and said parties and each of them is freed and released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the separation agreement between the parties dated the 2nd day of August, 1949, marked Plaintiff's Exhibit "A", on file in this Court, providing for a settlement of their property rights between the parties and of the claims of each of them against the other, be approved, confirmed and ratified by this Court, and the parties are each hereby ordered and directed to comply with the terms and provisions thereof on his or her part to be performed with the same force and effect as if such terms and provisions were set out in haec verba as a part hereof.

Done in Open Court at Gooding, Idaho, this 14th day of September, 1949.

D. H. Sutphen
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original JUDGMENT OF THE COURT in the case of Sylvia Triest vs Carl G. Triest Case #5067 now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 14th day of September A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By Dorothy Mackinder
Deputy

7478

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING,

---

BETTY J. SPANGLER,

Plaintiff,

-vs-

DWAYNE C. SPANGLER,

Defendant.

J U D G M E N T

The above entitled action came on regularly for trial before the above court sitting in regular session at Gooding, Idaho, after due notice, the plaintiff appearing in person and by A. F. James, one of the attorneys for the plaintiff and the defendant appearing in person and by Samuel Kaufman, Jr., of the law firm of Anderson & Thomas.

Whereupon, evidence was submitted on behalf of the plaintiff and the court being fully advised in the premises and findings of fact and conclusions of law being wived, it is therefore ordered, adjudged and decreed as follows: That the bonds of matrimony now existing between plaintiff and defendant be, and the same are hereby absolutely dissolved, and each party be restored to the status of a single person. That the agreement entered into between plaintiff and defendant on the 6 day of August, 1949, which was admitted in evidence as plaintiff's Exhibit "A" is hereby approved and confirmed by the court. That the community property consisting of various household furniture is hereby divided equally between the parties. That the custody of the minor child, namely, Steven Dale Spangler, age two years, is awarded as follows: Until said child reaches school age and commences to attend school, the defendant shall have the custody of said child one week out of every month and the plaintiff shall have its

custody the remainder of the time. That the defendant's week will commence on the first Monday hereafter. Further, that the defendant shall have the custody of said child from June 20th to August 20th of each year, both before and after the child reaches school age, and provided further that the defendant shall have the custody of said child every other Christmas period from December 22nd to and including December 28th, commencing on December 22, 1950. That the defendant shall arrange for the transportation of said child back and forth between the parties. That each party shall have the right to visit said child during the time that the other party has its custody. That said child shall not be removed from the jurisdiction of this court without obtaining permission from said court and no permission shall be obtained without giving due notice to the other party of such request and after hearing on such request. That the defendant is to pay for the care, support and education of said child as follows: The sum of $20.00 per month for each month except for the months of June, July and August and payments for the months of June and August shall be pro-rated, that is, the defendant shall pay the plaintiff for the months of June and August only such portion thereof as she has the custody of said child.

Given under my hand and seal the 14th day of September, 1949.

/s/ D. H. Sutphen
District Judge

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Betty J. Spangler -vs- Dwayne C. Spangler

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 14th day of September A. D. 1949

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR GOODING COUNTY

FRANCES STURGILL,
Plaintiff,
vs.
ROBERT LEE STURGILL,
Defendant.

D E C R E E

The above entitled matter came on regularly for hearing on the 19th day of September, 1949, the plaintiff and her counsel appearing in person; it appearing that the defendant was duly and regularly served with Summons on the 6th day of July, 1949, in the County of Ada, State of Idaho, and that the defendant has failed to appear or plead to plaintiff's complaint as filed herein within the time provided by law or order of this court, upon motion of the plaintiff, the default of the defendant was duly and regularly entered; witnesses were then sworn on behalf of the plaintiff, and it appearing that all the allegations of the plaintiff's complaint are true, and that plaintiff is entitled to a decree of divorce upon the grounds of extreme cruelty and for the other relief prayed for in said complaint,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the parties be and the same are hereby dissolved, and the parties are hereby restored to the status of single persons.

IT IS FURTHER ADJUDGED AND DECREED that the 1947 Mercury five-passenger coupe automobile is the sole and

separate property of the plaintiff, and that the defendant has no interest therein.

IT IS FURTHER ORDERED that the plaintiff be restored to her former name, Frances Bond.

DATED: This 19th day of September, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original ~~XXXXXXXXXXXXXXXX~~ Judgment of the Court In the case of, Frances Sturgill -vs- Robert Lee Sturgill

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book.....at page.....

In Testimony Whereof, I have set my hand and affixed my official seal this 19th day of September A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7480

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

LOUIS BELL, Plaintiff, vs. JANE ELLEN BELL, Defendant.	DECREE OF DIVORCE.

This cause coming on regularly to be heard in open Court this day before the Court, and without a jury, upon plaintiff's Complaint and defendant's Answer, and R. H. Copple appearing as attorney for the plaintiff, and Sherman F. Furey, Jr. appearing as attorney for the defendant, witnesses were sworn and examined on the part of the plaintiff, the defendant declining to introduce any evidence, and said cause having been fully submitted to the Court for its consideration and decision, and the Court having fully considered the same and being fully advised in the premises, the Court finds that all the allegations of plaintiff's Complaint are true, and that the defendant has been guilty of wilful desertion and extreme cruelty toward plaintiff, and that plaintiff is entitled to the relief sought.

WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED That the bonds of matrimony heretofore existing between plaintiff and defendant be dissolved and held for naught. Defendant is hereby restored her maiden name of Jane Ellen Wisely.

Dated Sept. 19, 1949

District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Louis Bell -vs- Jane Ellen Bell

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 19th day of September A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

EDWARD M. WRAY,

Plaintiff,

-vs-

NELLIE WRAY,

Defendant.

DECREE OF DIVORCE

****

This matter coming on regularly to be heard before the Judge of the above entitled Court, plaintiff appearing by his attorney, Paul S. Boyd, Boise, Idaho, and the defendant, having been duly and regularly served in the manner provided by law, and having failed to enter an appearance therein within the period of twenty days, as provided by law, and her default having been entered therefor, testimony was introduced on behalf of the plaintiff. It appearing therefrom that the plaintiff is entitled to the relief prayed for in his complaint and that he have and there be awarded him a Decree of Divorce on the grounds of cruelty;

IT IS HEREBY ORDERED, ADJUDGED and DECREED that the bonds of matrimony now existing between the plaintiff and the defendant be, and they hereby are, dissolved and each of the parties is restored to the status of a single, unmarried person.

Dated this 19th day of September, 1949.

D. H. Smyser
District Judge

GIGRAY & BOYD
ATTORNEYS AT LAW
CALDWELL, IDAHO

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Edward M. Wray -vs- Nellie Wray

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 19th day of September A. D. 19 49

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By ..... Deputy

7482

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

JAMES E. SWAN, Plaintiff,	)	
vs.	)	D E C R E E
ILSE A. SWAN, Defendant.	)	

This cause came on regularly to be heard in open Court this 19th day of September, 1949, upon the complaint of the plaintiff, herein, JAMES E. SWAN, and the answer of the defendant, ILSE A. SWAN, Merlin S. Young appearing for the plaintiff and Doane and Furey, Attorneys appearing for the defendant. Oral and documentary evidence was introduced and the cause submitted to the Court for decision, and the Court, being fully advised in the premises, finds, concludes, decides and decrees:

I.

That findings of fact and conclusions of law were waived by stipulation in writing executed by counsel for each of the parties and filed with the Clerk of this Court.

II.

That plaintiff herein is now and for more than six (6) weeks last past and immediately preceeding the filing of the complaint and commencement of this action, has been a bona fide resident and domiciled within the State of Idaho; that plaintiff during all of said time has been actually, physically and corporeally present and domiciled in the said State of Idaho.

III.

That plaintiff and defendant intermarried on the 26th day of July, 1932, at Suffren, New York, and ever since have been and are now husband and wife.

IV.

That as issue of the aforesaid marriage, there have been born to plaintiff and defendant, a son, named James Terry Swan, age 7 years, and a daughter, Ilse Tracey Swan, age 6 years; that said children are now in the defendant's custody and care, and that the custody, maintenance and support of said children has been agreed upon by the parties by agreement hereinafter referred to.

V.

That the plaintiff and defendant have lived separate and apart without cohabitation for a period of more than five (5) years, the particulars of which are more fully set forth in plaintiff's complaint on file herein, which this court finds to be true, and by reason thereof plaintiff is entitled to a decree of divorce.

VI.

That heretofore, to-wit: On the 17th day of August, 1949, plaintiff and defendant entered into an agreement in writing for the maintenance, support and education of said minor children, settling and determining the property rights, duties and obligations of the parties to this action, which agreement is sustained by the evidence in this cause and should be approved and confirmed in this action, a copy of which agreement is in evidence herein and filed in the files of this Court and cause, marked "Exhibit A", and by this reference made a part of this decree.

WHEREFORE, IT IS NOW ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore and now existing between plaintiff, James E. Swan, and defendant, Ilse A. Swan, be, and the same are hereby dissolved absolutely.

2. That the written agreement made and entered into on the 27th day of August, 1949, by and between the parties hereto, a copy of which is in the files of the Court, marked "Exhibit A", as hereinbefore mentioned, together with the provisions pertaining to the custody of said minor children, and the obligations contained therein for the maintenance

and support of said minor children, be and the same is hereby ratified, approved and confirmed by this Court, and that by reference hereto are incorporated in and made a part of this decree as fully and effectively as if set forth at length herein.

3. That the plaintiff pay to the wife monthly beginning the first day of October, 1949, Forty and no/100 ($40.00) dollars per month for the support of each child of the parties, a total of Eighty and no/100 ($80.00) dollars per month.

DONE In open Court in Gooding County, State of Idaho, this 19th day of September, 1949.

D. H. Sutphen
Districe Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of James E. Swan -vs- Ilse A. Swan

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 19th day of September A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * * * * * *

PAUL A. FICKES,
Plaintiff,
vs.
GRACE MARIE FICKES,
Defendant.

D E C R E E

* * * * * * * * * * *

THIS CAUSE having come on regularly for trial in open Court on the 19TH day of September, 1949, the Plaintiff appearing in person and by his attorneys, Blaine & Ambrose, and the defendant appearing by and through Charles C. Shaw, Prosecuting Attorney in and for the County of Gooding, State of Idaho; and personal service of the verified complaint and summons was had upon the defendant in Harrisburg, Pennsylvania and upon S. L. Gill, the duly appointed guardian ad litem of said defendant in Boise, Ada County, Idaho and a copy of said summons and complaint delivered to the said Charles C. Shaw, Prosecuting Attorney of Gooding County, Idaho; and the said guardian ad litem having filed his answer to said complaint by and through the said Charles C. Shaw, and the parties having in open Court waived the making and entering of findings of facts and conclusions of law; and the Court having heard and considered the evidence on the part of the plaintiff and the defendant, through her attorney, having refused to offer evidence or plead further, and the Court being fully advised in the premises; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested

and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

DATED At Gooding, Idaho, this 19th day of September, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Paul A. Fickes -vs- Grace Marie Fickes

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 19th day of September A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURTOF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF I-AHO, IN AND FOR THE COUNTY OF GOODING.

****

J. QUENTIN WAKEMAN,
Plaintiff,

-vs-

GENEVIEVE L. WAKEMAN,
Defendant.

DECREE

****

This cause came on regularly to be heard on the ~~10~~th day of September, 1949, before the Court without a jury, the plaintiff appearing personally, and by his attorney, T. E. McDonald, and the defendant not appearing, and it appearing from the files in this cause, that the defendant having been regularly served with process and having failed to appear, and the time for appearance having been expired, and it further appearing that the default of the defendant having been regularly entered herein, and the Court having heard all the evidence and the proof submitted, including that of the statutory requirement for residence by Harriett Clements, witness, and duly considering the same, finds that all of the allegations of the complaint are true, and that the plaintiff is entitled to the relief sought.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree that the plaintiff be awarded complete and absolute divorce from the defendant, and such other and further relief as the Court judges.

Done in open Court this 19th. day of September, 1949

D. H. SUTPHEN
Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of J. Quentin Wakeman -vs- Genevieve L. Wakeman

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 19th day of September A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * * *

VELMA RUTH ROBERTS,
Plaintiff,
vs.
MELVIN OSCAR ROBERTS,
Defendant.

D E C R E E

* * * * * * * *

THIS CAUSE, Having been brought on to be heard this 19th day of September, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Ancon, District of the Canal Zone, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Melvin Oscar Roberts, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Velma Ruth Roberts, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff's maiden name of VELMA RUTH MYERS be and the same is hereby restored to her.

DATED At Gooding, Idaho, this 19TH day of September, 1949.

D. A. Sutphen
District Judge.

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Velma Ruth Roberts -vs- Melvin Oscar Roberts

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 19th day of September A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

MAE BUCY,

Plaintiff,

VS

IVAN BUCY,

Defendant.

DECREE

This matter coming on regularly to be heard and the plaintiff appearing by Gigray & Boyd, Caldwell, Idaho, her attorneys, and no appearance having been made by the defendant, either by himself or by counsel, and the time allowed in which to answer having expired, and her default having been entered by the court and performance having been adduced in support of the allegations of plaintiff's complaint, and findings of fact and conclusion of law having been waived,

It is hereby ORDERED, ADJUDGED, and DECREED that the bonds of matrimony be and they hereby are dissolved and each of the parties be returned to the status of a single, unmarried person; and

It is further ORDERED, ADJUDGED, and DECREED that the defendant be awarded the full care, control, and custody of the said minor child of the parties hereto, to-wit: Jackie W. Bucy, age nineteen years, and there is hereby granted the right of reasonable and seasonable visitation to the plaintiff, Mae Bucy; and

It is further ORDERED, ADJUDGED, and DECREED that the post nuptial agreement of August 5, 1949, be, and it is hereby approved.

Done in open court this 19th day of September, 1949.

D. H. Sutphen
District Judge.

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Mae Bucy -vs- Ivan Bucy

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 19th day of September A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR GOODING COUNTY

Vera L. Davis, Plaintiff,

- vs -

Preston I. Davis, Defendant.

D E C R E E
5008

This cause coming on regularly for hearing in open court on the date stated below, plaintiff appearing in person and by her attorneys Bissell & Bird of Gooding, Idaho, and no appearance being made by or for the defendant, and it appearing that service of process was had upon the defendant by publication and mailing, and clerk's default having been duly entered; and oral and corroborating evidence having been submitted in support of the allegations of the complaint, and the court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the plaintiff have and recover judgment against the defendant that the bonds of matrimony heretofore existing between the plaintiff Vera L. Davis and the defendant Preston I. Davis be and the same hereby are permanently dissolved, and said parties are restored to the status of single persons; that the custody and control of Mary Kathryn Davis and Preston Thomas Davis, minor children of the plaintiff and defendant, are awarded to the plaintiff Vera L. Davis, with right of reasonable visitation at convenient times by the defendant.

Done at Gooding, Idaho, this 20TH day of September, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original XXXXXXXXXXXXX Judgment of the Court in the Case of Vera L. Davis -vs- Preston I. Davis

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 20th day of September A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

Utha Darlene Thornton,

Plaintiff,

-vs-

D E C R E E.

Dale Eugene Thornton,

Defendant.

This matter came on to be heard before the Court on this 20th day of September, 1949, at Gooding, Idaho, and the Court having examined the files in said action finds that the defendant was duly and regularly served with summons, as is required by law, and that the defendant failed to answer, plead, or demur to said complaint within the time allowed by law for so answering, pleading, or demurring.

THEREUPON, the Court entered the defendant's default for failure to answer, plead, or demur to said complaint within the time allowed by law for so appearing.

THEREUPON, the Court heard the sworn testimony of plaintiff and her corroborating witness, and from the testimony the Court finds that the plaintiff is a resident of the State of Idaho, and had been a resident of the State of Idaho, for more than six full weeks next preceding the date of the filing of this action for divorce, and the Court further finds that the following children have been born issue of said marriage, to-wit:

Walter Eugene	Age 7
Bonnie Rae	Age 6
Dale	Age 4
Denney	Age 2
Danny	Age 1
Leslie	Age 3 months

which said children are in the care, custody, and control of the plaintiff herein, she being a fit and proper person to have the care, custody, and control of said children.

H. HIGER
ORNEY AT LAW
IETT, IDAHO

The Court further finds that the defendant has inflicted upon the plaintiff extreme cruelty, and that as a result of said cruelty, the plaintiff is entitled to a decree of divorce from the defendant on said grounds; and the Court further finds that the defendant is the father of the minor children of plaintiff and defendant, hereinabove named.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, by the Court, and this does order, adjudge and decree, that the bonds of matrimony heretofore existing between plaintiff and defendant, be, and they are hereby absolutely dissolved, and plaintiff and defendant are absolutely divorced from one another; and it is the further order of this Court that the care, custody, and control of the minor children of plaintiff and defendant be awarded to the plaintiff, said children being:

Walter Eugene	Age 7
Bonnie Rae	Age 6
Dale	Age 4
Denney	Age 2
Danny	Age 1
Leslie	Age 3 months

It is the further order of this Court, that all of the community property of plaintiff and defendant in the jurisdiction of this Court be, and it is hereby awarded to plaintiff as her sole and separate property and estate.

DATED this 20th day of September, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Utha Darlene Thornton -vs- Dale Eugene Thornton

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 20th day of September A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7489

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

JULIA GREASON,
Plaintiff,
-vs-
PAUL GREASON,
Defendant.

JUDGMENT

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho, this 20th day of September, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process, and that he had failed to answer within the time given by law, and that the default of the defendant for his failure to appear has been duly entered by the Clerk of the Court.

Whereupon, evidence, duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in the complaint, and that the plaintiff is and for several years last past and immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

IT IS HEREBY ORDERED, ADJUDGED and DECREED That the bonds of matrimony heretofore existing between the plaintiff and defendant be and the same are hereby dissolved, and each of said parties is hereby restored to the status of a single person, and that the agreement entered into between plaintiff and defendant on the 20 day of July, 1949, one copy of which was admitted as plaintiff's Exhibit "A" in the case, is hereby approved and confirmed by the

court.

GIVEN UNDER MY HAND this 20th day of September, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Julia Greason -vs- Paul Greason

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 20th day of September A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

Orville L. Fritz,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
Jeannette Mae Fritz,)
Defendant.)

- - - - -

This cause came on regularly for hearing the 20th day of September, 1949, before the court without a jury on the plaintiff's complaint filed herein. Plaintiff appeared personally and with Mary Schmitt, one of his attorneys. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law and that the time in which the said defendant was required to demur, answer or plead to said complaint had expired, the default of the defendant was duly and regularly entered herein; whereupon, the court proceeded with the trial of said cause.

Witnesses were called, sworn, and testified for and on behalf of the plaintiff, and the case was submitted to the court for final determination and decision; and the court having found that plaintiff and defendant were married at Los Vagas, Nevada on or about August 12, 1940; that plaintiff and defendant have two minor children, Einar Gene Fritz and Lucille Robert Fritz; that plaintiff is entitled to a divorce from the defendant on the ground of extreme cruelty; and that plaintiff has been a bona fide resident of the State of Idaho for more than six weeks prior to the time of the filing of his complaint.

It is therefore ordered, adjudged and decreed that the bonds of matrimony now existing between the plaintiff, Orville L. Fritz, and the defendant Jeannette Mae Fritz, be and the same hereby are dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof.

It is further ordered, adjudged and decreed that the sole custody of said minor children, Einar Gene Fritz and Lucille Roberta Fritz, be awarded to the plaintiff, Orville L. Fritz.

Dated at Gooding, Idaho this 20th day of September, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Orville L. Fritz -vs- Jeanett Mae Fritz

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 20th day of September A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7491

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO.

No. 5180

BILLIE JEAN GOLIGHTLY,)
Plaintiff,)
vs.)
KENNETH PAUL GOLIGHTLY,)
Defendant.)

Entered
FILED
AT ~~D ECLRCK~~ M.
SEP 13 1949
CARL T. REUTER
Clerk of District Court
By _____ Deputy

The above entitled cause came on duly and regularly for trial on this 13th day of September, 1949, before the Honorable Leo McCarty, Judge of the above entitled court, at Chambers, in Lewiston, Idaho. The plaintiff appeared in person and by her attorney of record; neither the defendant, nor any person in his behalf, appeared.

It appearing to the court that the defendant was duly and regularly personally served with summons and complaint in the County of Yakima, State of Washington, on the 16th day of August, 1949, pursuant to an order of this court for personal service of summons and complaint outside the State of Idaho, in lieu of publication of Summons, and that the defendant has failed to appear, answer, demur, or otherwise plead to said summons and complaint within the time allowed by law, and that he is in default, the time for such appearance having expired; and the default of the defendant having been duly and regularly entered herein, and it appearing from the affidavit of the plaintiff that the defendant is not, and since the filing of the complaint herein has not been engaged in the military service of the United States of America or of her allies; and evidence having been presented by and on behalf of the plaintiff, and it appearing therefrom that the allegations of the complaint filed herein are true; and said cause having been submitted to the court, and the court being fully advised;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED,

PAUL G. EIMERS
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

that the plaintiff, Billie Jean Golightly, be, and she hereby is, granted an absolute divorce from the defendant, Kenneth Paul Golightly, and the bonds of matrimony heretofore existing between them are hereby forever dissolved;

IT IS FURTHER ORDERED ADJUDGED AND DECREED, that the plaintiff be, and she is hereby awarded absolute and exclusive custody and control of Linda Kay Golightly, and Kenneth Andrew Golightly, minors, subject to the right of the defendant to visit said children at any and all reasonable times provided he shall contribute to the maintenance and support of said children in the amount of $50.00 per month for each of said children during their respective minorities.

Done at Chambers at Lewiston, Idaho this 13th day of September, 1949.

LEO MC CARTY
District Judge.

CERTIFICATE

[illegible] of the Tenth Judicial [illegible]
[illegible] Billie Jean Golightly [illegible] vs.
Kenneth Paul Golightly [illegible] 9 [illegible] Judgment Record on
page 28 [illegible]
WITNESS my hand and official seal this 11 day of Oct
A. D., 1949, at Lewiston, Idaho.
CARL L. REUTER, Clerk of District Court
By Bob J. Waite, Deputy

(Seal)

7492

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

Norma Ann Squires,)
Plaintiff,)
vs.)
Oran Eugene Squires,)
Defendant.)

No. 5173

Entered
DECREED
AT ____ O'CLOCK ____ M.
SEP 13 1949
CARL T. REUTER
Clerk of District Court
By ____ Deputy

The above entitled cause came on duly and regularly for hearing this 13th day of September, 1949, before the Honorable Leo McCarty, Judge of the above entitled court, in Chambers, at Lewiston, Idaho . The plaintiff appeared in person, and by her counsel of record. Neither the defendant, nor any person in his behalf appeared.

It appearing to the court that the defendant was duly and regularly personally served with summons and complaint on the 19th day of August, 1949, in McLeod County, Minnesota, pursuant to an order of the court for personal service outside the State of Idaho, in lieu of publication of summons;

And it appearing to the court that the defendant has failed to appear, demur, answer or otherwise plead to said summons and complaint within the time permitted by law, and that the time for such appearance has expired, and that the defendant is in default; and the default of the defendant having been duly and regularly entered herein, and it appearing from the affidavit of the plaintiff that the defendant is not, and has not at any time since the filing of the complaint herein, been in the service of the armed forces of the United States of America or of her allies;

And it appearing from evidence presented by the plaintiff and on her behalf that the allegations of the complaint are true, and the court having so found, and the cause having been submitted to

PAUL G. KEETON
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

the court, and the court being fully advised in the premises;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the plaintiff, Norma Ann Squires, be, and she is hereby granted an absolute divorce from the defendant, Oran Eugene Squires, and the bonds of matrimony heretofore existing between them are hereby forever dissolved;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be, and she is hereby awarded the sole and exclusive custody of Norman Eugene Squires, minor, subject to the right of the defendant to see and visit said child at any and all reasonable times.

Done at Chambers, at Lewiston, Idaho, this 13th day of September, 1949.

LEO MC CARTY
District Judge.

CERTIFICATE

Norma Ann Squires
Oran Eugene Squires
9
27
11 of Oct
A. D., 1949,
Clerk of District Court
By Bob J. Waite, Deputy
(Seal)

4

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

No. 5182

CECELIA GREBE,)
Plaintiff,) Entered ✓
vs.)
GEORGE GREBE,)
Defendant.)

DECREE

FILED

AT ____ O'CLOCK ____ M.

SEP 10 1949

CARL T. REUTER
Clerk of District Court
By Bob J. Waite Deputy

The above entitled cause came on duly and regularly for trial in Chambers at Lewiston, Idaho, this 19th day of September, 1949, before the undersigned, Leo McCarty, Judge of the above entitled Court. The plaintiff appeared in person and by her attorney of record. Neither the defendant, nor any person in his behalf appeared.

It appearing to the court that the defendant was duly and regularly, personally served with summons and copy of complaint in the County of Idaho, State of Idaho on the 25th day of August, 1949, pursuant to law, and that he has failed to appear, answer, demur or otherwise plead to said complaint within the time provided by law, and that the time for such appearance has expired and the defendant is in default; and it appearing from plaintiff's affidavit, filed herein, that the defendant is not, and since the commencement of this action has not been engaged in the military service of the United States of America, or of her allies; and the default of the defendant having been entered herein by order of the court, pursuant to law; and evidence by and on behalf of the plaintiff having been adduced, heard and considered, and it appearing to the court therefrom that the allegations of plaintiff's complaint are true, and the cause having been fully submitted to the court;

PAUL G. EIMERS
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED,

AS FOLLOWS:

That the plaintiff, Cecelia Grebe, be, and she is hereby granted an absolute divorce from the defendant, George Grebe; and, that certain "Agreement" made and entered into by and between the plaintiff and the defendant, and dated August 24, 1949, is hereby approved and made a part of this decree by reference as if fully set forth herein;

That the plaintiff, Cecelia Grebe, be, and she is hereby awarded custody of the minor children of the parties, whose names and ages are as follows:

Leonard Grebe, age 8,
Fred Grebe, age 7,
Raymond Grebe, age 4,

provided however, that such custody is subject to the provisions of the agreement hereinbefore mentioned, and by reference made a part hereof.

Done in Chambers at Lewiston, Idaho, this 19th day of September, 1949.

Leo McCarty
District Judge.

A G R E E M E N T

THIS AGREEMENT, Made this 24th day of August, 1949, between George Grebe, party of the first part, and Cecelia Grebe, party of the second part,

WITNESSETH:

That the parties hereto are husband and wife, and differences have arisen between them which have made the continuance of that relationship burdensome and intolerable.

NOW THEREFORE, in consideration of the covenants, promises and agreements hereinafter contained, and the keeping and performance of the same, the parties do hereby agree to and with each other as follows:

1.

That from the date hereof hence the parties shall live separate and apart, each choosing his or her place of domicile and abode without hindrance or interference of the other.

2.

That the community property heretofore acquired, and now owned by them shall be divided in the manner following:

(a) Each party shall have and take that part of the household goods and personal effects which have already been divided and allotted.

(b) One RD 7 Caterpillar Tractor Bulldozer shall be sold and the proceeds thereof divided and handled as hereinafter provided.

(c) All other property, machinery, equipment and supplies of a mining nature, such as mill, crushers, engines, tools, accessories, equipment and supplies shall be the sole and separate property of the party of the first part.

(d) From the proceeds of the sale of the Bulldozer hereinbefore mentioned community obligations to the extent of $1400.00 shall be satisfied and paid; the party of the first part shall receive the sum of $50.00 in cash; the party of the second part shall have the sum of $1050.00 in cash; and the residue shall be placed in a fund (and a guardian appointed therefore, who shall be some person other than the parties hereto) and such fund shall be held and used for the legal uses and benefits of the children of the parties.

3.

The party of the first part promises and agrees to settle all outstanding community debts from the sum of money mentioned for that

purpose in paragraph 2 (d) above, or otherwise if said sum of money shall not be sufficient; and each party covenants that he, or she, will not obligate the other for any matter whatsoever in the future.

4.

Any and all property hereafter acquired shall become and be the sole and separate property of the one so acquiring the same, without claim thereto by the other as community property or otherwise, and neither shall attempt to assert such claim or right in any manner whatsoever.

5.

That the custody of the minor children of the parties shall remain as it now is with legal custody in both parents but subject to the express provision that actual custody and care shall be and remain in the party of the second part so long as she properly provides for their maintenance, education and keep during their minority, with the right of the first party to visit said children at any reasonable time. Provided that as the children reach the age of ten years, and if any such child so desires, and if the party of the first part shall be in position to provide proper facilities for the care and maintenance of such child or children, then he, the party of the first part, shall be entitled to have such child or children visit him in his home during summer vacation period from school, for a time not to exceed sixty days; and in such event the party of the first part agrees to furnish transportation for such child or children from the place of abode of the party of the second part and return.

6.

Each party does hereby release the other from any and all claim or claims whatsoever except as to the matters which have caused their separation, and except as herein mentioned.

7.

Nothing herein contained shall be considered as a waiver of rights arising from the matters which have caused their separation and it is agreed that if either party shall hereafter institute an action for

divorce, this agreement may be offered as evidence in such cause for the matters stated herein, and upon approval by a court of competent jurisdiction, may be made a part of any decree entered in such action.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year in this agreement first above written.

GEO. GREBE

Cecelia Grebe

STATE OF IDAHO)
ss.
County of Idaho)

On this 25th day of August, 1949, before me, the undersigned, a Notary Public, personally appeared George Grebe and Cecelia Grebe, known to me to be the persons whose names are subscribed to the foregoing agreement, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

PAUL G. EIMERS
Notary Public for Idaho
residing at Grangeville, Idaho

(seal)

ss.

Cecelia Grebe
Geo. Grebe

9

29

WITNESS official seal this 11 day of Oct
A. D., 1949, at Grangeville, Idaho

CARL T. RILEY, Clerk of District Court
By Bob J. Waite, Deputy

(Seal)

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

No. 5167

CECIL R. THOMPSON,
Plaintiff,
vs.
DOROTHY M. THOMPSON,
Defendant.

Entered + DECREE

FILED
AT ____ O'CLOCK ____ M.
SEP 22 1949
CARL T. REUTER
Clerk of District Court
By ____ Deputy

The above entitled cause came on duly and regularly for trial, in Chambers, at Lewiston, Idaho, this 22nd day of September, 1949, before the undersigned, Leo McCarty, Judge of the above entitlee court. The plaintiff appeared in person and by his attorney of record. Neither the defendant, nor any person in her behalf made appearance.

It appearing to the court that the defendant was duly and regularly, and personally served with summons and complaint in the County of Adams, State of Idaho, on the 18th day of June, 1949, and that she has failed to appear, answer, demur, or otherwise plead to said complaint within the time provided by law, and that the time for such appearance or pleading has expired, and that the defendant is in default herein; and the default of the defendant having been entered herein as required by law, it appearing from plaintiff's affidavit and statement that the defendant is not, and at all times herein mentioned has not been engaged in the military service of the United States or of her allies; and evidence having been presented by and on behalf of the plaintiff, and it appearing therefrom that the allegations of plaintiff's complaint are true, and the court hhaving so found, and said cause having been fully submitted to the court;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED,

PAUL G. EIMERS
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

that the plaintiff, Cecil R. Thompson, be, and he hereby is, granted an absolute divorce from the defendant, Dorothy M. Thompson, and the bonds of matrimony now and heretofore existing between them are hereby dissolved; and the parties, the said Cecil R. Thompson, and the said Dorothy M. Thompson, and each of them, are hereby restored to the status of single persons.

Done in Chambers at Lewiston, Idaho, this 22nd ~~20th~~ day of September, 1949.

LEO MC CARTY
District Judge

CERTIFICATE

I, ... Clerk of the Tenth Judicial ... do hereby ... the foregoing ... Dorothy M. Thompson vs. Cecil R. Thompson ... 29 ... 9 ... WITNESS ... A. D. 1949. ... 11 ... Oct ...

(Seal) ... Clerk of District Court

By Bob J. Watts ...

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEFFERSON

NELDA C. ROE

Plaintiff

vs.

LARRY M. ROE

Defendant

Filed: September 13,1949 at 4:25 P.M.
Eileen Madsen, Clerk of District Court
By: Hettie A. Kelley,Deputy

DECREE OF DIVORCE

This cause came regularly on to be heard this 9th day of September, 1949, at Chambers of said Court at Idaho Falls, Bonneville County, Idaho, before the Honorable Henry S. Martin, Judge of said Court, the plaintiff appearing by Wm. P. Hemminger, her attorney, and the defendant not appearing either in person or by counsel, and the defendant having been duly and regularly served with process, and the default of the defendant having been heretofore entered herein, the said cause was finally heard and submitted to the Court upon the plaintiff's verified complaint and the evidence submitted on behalf of the plaintiff by the following witnesses: Nelda C. Roe and Frances Clark from which it appears that all the material allegations of the complaint are sustained by the testimony, free from all legal exceptions as to its competency, admissibility and sufficiency; that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in her complaint; that the plaintiff was a resident of the State of Idaho at the time the suit was filed and was a resident of the State of Idaho for a period of more than six weeks immediately prior thereto.

On motion of Wm. P. Hemminger, counsel for plaintiff, it is ordered, adjudged and decreed, and this Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided, does order, adjudge and decree that

the marriage between the plaintiff, Nelda C. Roe, and the defendant, Larry M. Roe, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is, freed and absolutely released from the bonds of matrimony and all the obligations thereof.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, Nelda C. Roe, be, and she is hereby decreed the following described community personal property:

One 2-piece living-room suite,
One 3-piece bedroom suite,
One dinette set consisting of one table and four chairs,
One platform rocker,
Two children's beds,
Two lamps,
One mattress and bed springs,
Dishes and cooking utensils,
And any and all other community personal property belonging to the plaintiff and the defendant and now in the possession of the plaintiff,

to be held by her henceforth as her sole and separate property, released from all claims of the defendant herein of every name and nature.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the defendant, Larry M. Roe, pay and discharge the balance due on the mortgage now existing on the household goods, fixtures and equipment hereinbefore described, said mortgage being in favor of Fidelity Finance Company of Rigby, Idaho.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the said plaintiff, Nelda C. Roe, be, and she is hereby granted the absolute custody, care and control of the minor children, the issue of said marriage, namely: Michael W. Roe, of the age of five (5) years, and Karen F. Roe, of the age of four (4) years.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, Larry M. Roe, pay to the plaintiff, Nelda C. Roe, for the support of said minor children, namely: Michael W. Roe and Karen F. Roe, the monthly sum of Fifty Dollars ($50.00), payable each and every month beginning with the 15th day of September, 1949.

Done at Chambers of said Court at Idaho Falls, Bonneville County, Idaho, before the undersigned Judge of said Court this 9th day of September, 1949.

Henry S. Martin
JUDGE OF THE DISTRICT COURT OF
THE NINTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO

STATE OF IDAHO,)
County of Jefferson,) ss.

I HEREBY CERTIFY That the within is a full, true and correct copy of the

"DECREE OR DIVORCE " in the matter of the case of

NELDA C. ROE, Plaintiff

-vs-

LARREY M. ROE, Defendant.

as appears of record in my office, in Book 143 of JUDGMENTS on Page 133.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Rigby, Idaho, this 20th day of September, 19 49

Eileen Madsen
Clerk and Ex-Officio Recorder.

By: Hetta G. Kelley
Deputy.

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEFFERSON

Filed: September 26,1949 at 2:20 P.M.
Eileen Madsen,Clerk of Dist.Court
By: Otis R. Lemmon, Deputy

THEA BROWN

Plaintiff

vs.

STEWART BROWN

Defendant

DECREE OF DIVORCE

This cause coming on regularly to be heard this 23rd day of September, 1949, upon the Complaint herein taken as confessed by the defendant and the proofs taken herein before this Court, from which it appears that all of the material allegations of the Complaint are sustained by testimony free and clear of all legal exceptions as to its competency, admissibility, and sufficiency, that said matter so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in her Complaint; that the plaintiff was a resident of Madison County, Idaho at the time of commencing of suit and was a resident of the State of Idaho for more than six (6) full weeks immediately prior thereto, and on motion of T. Harold Lee, consel for the plaintiff,

IT IS ORDERED, ADJUDGED, AND DECREED, That by virtue of the power and authority therein vested and in pursuance of the statutes in such cases made and provided, does order, adjudge, and decree that the marriage between the said plaintiff, Thea Brown, and the said defendant, Stewart Brown, be dissolved and the same is hereby dissolved accordingly, and the said parties are, and each of them is, free and absolutely released from the bonds of matrimony and all obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the care, custody, control and education of the minor children of the plaintiff and the defendant be, and the same is, hereby awarded to the plaintiff, Thea Brown, subject to the right of the defendant, Stewart Brown, to visit said minor children at all reasonable

times and places; that the defendant pay to the plaintiff the sum of $_____per month for the support and maintenance of the plaintiff and said minor children; that said sum be paid on the _____day of each and every month, commencing with the month of October, 1949, and continuing thereafter monthly; that the defendant pay to the plaintiff the sum of Seventy-five ($75.00) Dollars as and for attorneys's fees, and costs in the sum of Seventeen and 40/100 Dollars ($17.40).

Dated this 23rd day of September, 1949.

/s/ Henry S. Martin
District Judge

STATE OF IDAHO,)
County of Jefferson,) ss.

I HEREBY CERTIFY That the within is a full, true and correct copy of the

"DECREE OF DIVORCE" in the matter of the case of

THEA BROWN, Plaintiff

-vs-

STEWART BROWN, Defendant

JUDGMENTS

as appears of record in my office, in Book 143 of _____ on Page 139.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Rigby, Idaho, this 27th day of September, 19 49

EILEEN MADSEN
Clerk and Ex-Officio Recorder.

By Hetha A. Kelley
Deputy.

7497 Copy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME.

Johanna Poole,

Plaintiff,

vs.

Harley J. Poole,

Defendant.

DECREE OF DIVORCE

Case No. 3306

DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

FILED AUG 31 1949

CLERK

BY Marianna Morrison
DEPUTY CLERK

* * * * * * *

This matter came on for hearing and determination before the undersigned judge of the above entitled Court sitting in Chambers at Twin Falls, Idaho on the 31st day of August, 1949. It appearing to the Court from the records on file in the above entitled action that due legal, timely, and sufficient service has been made upon the defendant by publication, he not being a resident of the State of Idaho, and process could not be served upon him within the State of Idaho. That such service was obtained and is based upon an affidavit of the said plaintiff and upon an order made by the Clerk of said court for service of copies of said summons and complaint upon said defendant by publication as in such cases made and provided.

Personally appearing were the plaintiff, represented by her attorney, Henry M. Hall, the defendant not appearing either in person or by attorney, and it appearing to the Court that a default of his appearance has been duly and regularly entered by the Clerk of the above entitled Court on account of and by reason of his not appearing and demurring as provided by law.

It further appearing to the Court that the said matter is now ready for hearing. Thereupon, the plaintiff and her witness were duly sworn according to law; testimony was introduced by her and the said witness on her behalf in support of the allegations contained in plaintiff's complaint. It further appearing to the Court from the evidence introduced that the plaintiff has been a resident of the State of Idaho for more than six weeks immediately prior to the commencement of this action which fact was duly corroborated by the witness.

The Court is of the opinion from the evidence introduced by the said plaintiff that the plaintiff is entitled to a divorce from the defendant as prayed for in her complaint, and that the Court should grant her a divorce from the said defendant accordingly.

WHEREFORE, it is the judgment of This Court that the bonds of matrimony existing between the plaintiff and the defendant should be dissolved, and the same are by the Court hereby dissolved, and that each of the said parties are restored to the status of a single, unmarried person.

Dated and signed in Chambers at Twin Falls, Idaho, this 31st day of August, 1949.

Hugh A. Baker
Presiding District Judge.

Book 6 Judg
Page 93

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME.

✓Case No 3242

DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome State of Idaho

FILED SEP 9 1949

Mabel A. Beveridge
CLERK

BY _____
DEPUTY CLERK

Edward M. Heikkila,

Plaintiff,

vs.

Ruth L. Heikkila,

Defendant.

Copy

DECREE OF DIVORCE

Book 6 Judg Page 95

THIS MATTER CAME on for hearing before the undersigned Judge sitting in chambers at Twin Falls, Twin Falls County, Idaho, on the 2nd day of September, 1949.

It appearing to the Court from the records and files in said action that the defendant acknowledged service, waiver of statutory time, and right to appear and plead to complaint and consented to an entry of default and judgment. Such service was had as shown by her acknowledgment on the 22nd day of July, 1949. That thereafter on the 23rd day of July, 1949 a default was duly and regularly entered by the Clerk of the above entitled Court on the account and by reason of her failure to appear, answer or demur within the time required by law. Personally appeared the said plaintiff represented by Henry M. Hall, an attorney of this Court; The defendant not appearing either in person or by attorney.

Thereupon witnesses were sworn according to law, and the Court proceeded to hear the testimony of the plaintiff in support of the allegations contained in his complaint and finds that all the material allegations contained in plaintiff's said complaint were duly sustained by evidence free and clear of any and all legal objections. It further appearing to the Court that the plaintiff has been a bona fide resident of the State of Idaho for more than six weeks immediately prior to the filing of the complaint in this action which fact was duly corroborated by a competent witness.

NOW THEREFORE, it is the judgment of this Court that the bonds of matrimony now existing between the plaintiff and the defendant be dissolved, and the same by the Court are hereby dissolved, and that each of the said parties are hereby restored to the status of a single, unmarried person.

That the said plaintiff, Edward M. Heikkila, shall pay unto the defendant, and the Court fixes the sum of $10.00 per week payable weekly to be a reasonable sum for the plaintiff to pay to the defendant for the maintenance and support of the said two children, namely Rosella L. Heikkila, a female age seven, and Edward V. Heikkila, a male, age two years, and that such amounts are to be remitted by the said plaintiff to the said defendant weekly or until further order of the Court; and that the said defendant be awarded the community property consisting of household goods, furnishings and effects.

Dated and signed this 7th. day of September, 1949, by the undersigned Judge sitting in chambers at Rupert, Idaho.

Hugh A. Baker
Presiding District Judge.

7499

IN THE DISTRICT COURT
OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF JEROME

.....

LA RENE BLANCHE LONGSHORE,
Plaintiff,

vs

JOHN HARRISON LONGSHORE,
Defendant.

DECREE

.....

The above matter came on regularly for hearing before the undersigned District Judge in open Court in the Courtroom in the County Courthouse at Jerome, Jerome County, Idaho, on the 10th day of September, 1949. Plaintiff appeared in person and by and through her attorney of record, Frank M. Rettig. The defendant entered his written appearance and filed a waiver of his right to have the statutory time to plead to plaintiff's complaint and consented to judgment being entered against him as hereinafter set forth and to his default being entered. And it appearing to the Court that said defendant has been duly and regularly served with process, and that said service was in all respects regular and that the time allowed by law for answering plaintiff's complaint has expired and that the default of said defendant has been duly entered according to law, which said default is hereby ratified and confirmed;

Witnesses on the part of plaintiff having been examined and testimony having been submitted free from objections and findings of fact and conclusions of law having been waived by virtue of said default; and

It appearing to the satisfaction of the Court that all material allegations of plaintiff's complaint are true and that she is entitled to the relief sought in her complaint and as consented to by the defendant, and that the bonds of matrimony now existing between the parties hereto should be wholly dissolved and plaintiff be granted a decree of absolute divorce from the defendant and that she should be awarded the custody, care and control of the minor child the issue of said marriage between plaintiff and defendant, and the minor child adopted by the defendant, subject to the right of reasonable visitation by the defendant, and that plaintiff should be awarded the sum of ninety dollars ($90.00) per month for her support and the support of said minor children; and the Court being fully advised in the premises, both as to the law and the facts;

NOW, THEREFORE, it is hereby ordered, adjudged and decreed that plaintiff be, and she hereby is, granted a decree of absolute divorce from the defendant, John Harrison Longshore, and that the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same hereby are, wholly dissolved and each party is hereby released and freed from all obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff be, and she hereby is, awarded and she shall have the care, custody and control of Grant B. Longshore, the issue of plaintiff and a former husband, adopted by said defendant, and Deborrah Jean Longshore, the issue of the marriage between plaintiff and defendant, subject to the right of the defendant to visit said minor children at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay to plaintiff the sum of ninety dollars ($90.00) per month as and for the support of plaintiff and said minor children, beginning on the date hereof and continuing in monthly installments on the first day of each and every month thereafter during the minority of said children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the community property of the parties be, and the same hereby is, awarded to plaintiff as her sole and separate property and the title thereto is hereby transferred to plaintiff. The principal items of said property are:

One (1) bedroom suite
One (1) cedar chest
One (1) chest of drawers
One (1) bed
One (1) sewing machine

DONE in open Court this 10th day of September, 1949.

COMPARED
INDEXED

Hugh A. Baker
District Judge

Case No. 3205
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

FILED SEP 14 1949
Mabel A Beveridge
CLERK
BY Deborah Worthington
DEPUTY CLERK

Judge 6 - Page 94

7500

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

FLORENCE POLINSKI,	:	14434 Jas. A Foster
Plaintiff,	:	
vs.	:	DECREE
JOSEPH POLINSKI,	:	
Defendant.	:	

This matter having come on regularly for hearing before the undersigned Judge of the above entitled Court, on the 1 day of Sept, 1949, plaintiff appearing in person and by her attorney of record, and the defendant having been served by publication of Summons and mailing of a copy of the Complaint and Summons as appears by the records and files and his default having been duly and regularly entered and filed herein, and the plaintiff being duly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted in connection with her residence, and the Court having heard and considered all of the evidence introduced and being duly and fully advised in the premises, and having made its Findings of Fact and Conclusions of Law herein,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree, that the bonds of matrimony heretofore and now existing between the plaintiff FLORENCE POLINSKI, and defendant, JOSEPH POLINSKI, be, and the same are hereby dissolved and set aside, and the

plaintiff is hereby granted an absolute decree of divorce upon the ground of Wilful Neglect from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff's maiden name of FLORENCE McILWEE is hereby restored to her.

DONE in open Court this 1 day of Sept, 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 1 day of Sept, 1949.

Jas. A. Foster
Jas. A. Foster
Clerk

By: _____

7501

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

ELBIE STEWART,
Plaintiff,
-vs-
BERTIS L. STEWART,
Defendant.

14459

SEP - 1 1949

DECREE OF DIVORCE

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after acceptance of summons and acknowledgment thereof in writing; and the defendant's default having been entered; the plaintiff appearing in person and by his attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Elbie Stewart, and defendant Bertis L. Stewart, be and the same are hereby set aside and held for naught, and plaintiff, Elbie Stewart, is granted a decree of absolute divorce from defendant, Bertis L. Stewart, on the ground of mental suffering, amounting to extreme cruelty; that the care and custody of Mary Ruth Stewart, the minor child of plaintiff and defendant shall be and hereby is awarded to plaintiff.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 1st day of September, 1949.

O. G. Wilson
District Judge

STATE OF IDAHO,)
County of Kootenai.) ss

I Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 1st day of September, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

COPY 7502

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

FRANK R. ROTTER, JR., (No. 14428
Plaintiff,)
vs. DECREE
ALBERTA ROTTER, (
Defendant.

SEP - 1 1949

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under Sec. 7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 1st day of September, 1949.

O. C. Wilson
District Judge

(SEAL)
ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

*****

CLARENCE T. GRABERT)
Plaintiff,) 14422
vs.) DECREE OF DIVORCE
JANET GRABERT)
Defendant,)

SEP - 1 1949

******

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 1st day of September 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by his attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Clarence T. Grabert plaintiff and Janet Grabert defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of desertion.

Dated at Coeur d'Alene, this 1st day of September 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Clarence T. Grabert vs. Janet Grabert now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 1st day of September 1949.

Jas A Foster
Clerk

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

MARGARET E. ATKINSON)
Plaintiff,)
vs.) DECREE
CHRISTOPHER E. ATKINSON)
Defendant.) 14460

SEP - 1 1949

The above entitled cause came on regularly for trial in open court this 1st day of September, , 1949; plaintiff appearing in person and by her attorneys, Elder, Elder & Smith, and the defendant having appeared and filed his Answer to plaintiff's Complaint and having filed herein a Stipulation authorizing the hearing of this cause at any time without further notice to defendant, and the matter having been set down for hearing; and the defendant is not now and has not been, during the pendency of this action, a member of the armed forces of the United States; and the Court having heard the evidence of the plaintiff and having entered its Findings of Fact and Conclusions of Law herein, wherein it is ordered that judgment and decree be entered in favor of the plaintiff and against the defendant;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I

That the plaintiff has been a resident of the State of Idaho for six full weeks next preceding the commencement of this action.

II

That the bonds of matrimony heretofore existing between the plaintiff, MARGARET E. ATKINSON, and the defendant,

CHRISTOPHER E. ATKINSON, be and the same are hereby wholly and forever dissolved, and the parties are released each from the other and from all matrimonial obligations, and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant on grounds of extreme cruelty.

III

That the defendant pay the sum of $25.00 per month to the plaintiff for the care and maintenance of the minor children, Donald E., male, age 11, and Patrick H., male, age 10, and such sum is due and payable on the 1st day of October, 1949, and on the same day of each succeeding month during the minority of said children.

IV

That the custody of the children, Donald E., male, age 11, and Patrick H., male, age 10, is awarded to the plaintiff.

O. C. Wilson
Judge of the District Court

X

7505

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

CHARLES W. HLAWEK, Plaintiff,	)	No. 14105
vs.	)	DECREE
LORETTA R. HLAWEK, Defendant.	)	

OCT 10 1949
U.S. A. FOREST

This cause having regularly come on to be heard before the undersigned Judge of the above Court at Coeur d'Alene, Kootenai County, Idaho, at 10 a.m. on the 30th day of August, 1949, plaintiff and cross-defendant appearing in person and through Mr. James W. Wayne, his counsel, and the defendant and cross-plaintiff appearing in person and through J. Ward Arney, her counsel, whereupon competent and corroborative oral and documentary evidence was offered and received on the complaint and the answer thereto, and the cross-complaint and the answer to the latter, and both sides having completed the evidence and rested and the court having taken the matter under advisement, written Findings of Fact and Conclusions of Law having been waived by written stipulation on file herein between the parties, under subdivision (2) of Sec. 10-304, I. C. and the court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The defendant and cross-complainant, Loretta R. Hlawek, on her cross-complaint is hereby granted absolute divorce from the plaintiff and cross-defendant, Charles W. Hlawek, on

the grounds of mental cruelty inflicted upon cross-plaintiff by cross-defendant.

2. Cross-plaintiff is hereby awarded the care, custody and control of Rodney, aged approximately 6 years, and Barbara, aged approximately 20 months, the son and daughter, respectively, of the parties.

3. Cross-defendant shall, during the minority and dependency of each child, pay to the cross-plaintiff the sum of $25.00 a month toward the support, maintenance and/or education of each of said minor children; and, shall be entitled to reasonable visitation with the children, or either of them, and that reasonable visitation shall include the right of cross-defendant to have each child with him during the summer vacation periods from school, only after the child has entered school or has attained school age, for from two weeks to a month and a half, and while with the cross-defendant, payments to the cross-plaintiff, shall be suspended, the cross-defendant to pay transportation expenses for the children both ways.

4. Cross-defendant shall deliver the children into the custody of the cross-plaintiff not later than eight a.m. on Monday, September 12, 1949.

5. On the remarriage of either party or both parties, either party hereto may have a reexamination made by this Court on questions of visitation, summer custody, general custody, or support allowances, or any other factor directly affecting either child or both children.

6. The cross-defendant, within fifteen days of the date of the delivery of this decree, to pay to the attorney for cross-plaintiff the further sum of $50.00 as additional attorneys fees.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 6th day of September, 1949.

O. C. Wilson
District Judge

(SEAL)

ATTEST:

Jas. A. Foster
Clerk

By
Deputy

7506

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

SEP - 6 1949

ROBERT YOUNG BUZBY, :
Plaintiff, : 14470
vs. : DECREE
ELMA EARLE BUZBY, :
Defendant. :

This matter having come on regularly to be heard this 6 day of ~~August~~ September, 1949, before the undersigned District Judge, the plaintiff appearing in person and being represented by his attorney, E.L. Miller, and the defendant not appearing either in person or by counsel, the defendant having admitted and acknowledged service of a true and correct copy of the Complaint and Summons herein on August 24, 1949, and her acceptance of service being on file in the above entitled Court, and having filed herein her answer and waiver of notice of time and place of hearing said action on its merits, and the plaintiff and his witness having been duly and regularly sworn and examined, testified on behalf of himself in support of the allegations of his complaint and corroborative evidence having been submitted as to the residence of said plaintiff, the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the ground of Extreme Mental Cruelty, dissolving the bonds of

matrimony existing between the plaintiff and defendant.

NOW THEREFORE, on motion of E.L. Miller, attorney for the plaintiff,

IT IS BY THIS COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff ROBERT YOUNG BUZBY and the defendant ELMA EARLE BUZBY, be, and the same are hereby vacated, dissolved and set aside upon the ground of Extreme Mental Cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant's name prior to this marriage of ELMA EARLE BORDEN, be, and the same is hereby restored to her.

Done in open Court this 6 day of ~~August~~ September, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said District Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 6 day of ~~August~~ September, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

7507

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO IN AND FOR THE
COUNTY OF KOOTENAI

LaVERNE PARKINS, Plaintiff, vs. RAYMOND PARKINS, Defendant.

No. 14449

DECREE

SEP - 6 1949
JAS. A. FOSTER

This cause having been heard before the undersigned Judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under Sec. 7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). The household goods and furnishings of the parties shall be the property of plaintiff, and the car the property of defendant.

(5). Plaintiff is restored to her former name of LaVerne Bell.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho this 6th day of September, 1949.

O. C. Wilson
District Judge

(SEAL)

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7508

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

14472

SEP - 7 1949

SYLVIA ARNOLD, (No. _____

Plaintiff,

vs.) DECREE

ACLE ARNOLD,

Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The care, custody and control of Carolyn, 12, and Judith, 8, is hereby vested in the plaintiff and, during the minority or dependency of each of said minor children, the defendant shall contribute the sum of $50.00 per month toward the support, maintenance

and/or education of each of said children.

(5). The community property, which consists in Lot 1, Block "C", Woods Addition to Rathdrum, Kootenai County, Idaho, with its improvements and incidents and "Ace's Tavern" and its good will, trade name and patronage, furnishings, furniture and fixtures and accounts receivable and payable are hereby set over to the defendant as his sole and separate property, pursuant to agreement between the parties, with the understanding, however, that the defendant will pay to the plaintiff, as her equity in all of the foregoing property, the sum of $2500.00, payable at $100.00 a month, beginning October 1st, 1949, without interest if paid before due, but, if not paid before due, at 5% per annum interest thereon and, additionally, the plaintiff shall have, as her sole and separate property, the household goods, but no alimony.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this ____ day of September, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7509

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

ROBERT E. SHEEHY, Plaintiff, vs. DORYS N. SHEEHY, Defendant.

No. 12987

SEP 7 1949

DECREE

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under Sec. 7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this ____ day of September, 1949.

O. C. Wilson
District Judge

(SEAL)
ATTEST:

Jas. A. Foster
Clerk, District Courty

By _____
Deputy

7510

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

---oOo---

Lillian May Seely,

Plaintiff,

14458

-vs-

DECREE OF DIVORCE

Frank Seely,

Defendant.

SEP -8 1949

JAS. A. FOSTER

---oOo---

This action having come on regularly for hearing before the Honorable O.C.Wilson, Judge of the above entitled District Court, the plaintiff appeared in person and by her attorney, Roger G.Wearne, but the defendant did not appear and was not represented by counsel, or otherwise or at all.

The Court finds that due and personal service of summond within the State of Idaho was made upon defendant and the defendant has failed to appear or to answer as required by said summons, or otherwise or at all; and that default for failure of the defendant to so appear or to answer has been duly entered herein. That defendant is not a member of the military or Naval forces of the United States. That by reason of the foregoing all the material allegations of plaintiff's complaint are taken as true and confessed.

Whereupon the plaintiff submitted oral and documentary proof and evidence, free from all objections as to itscompetency sufficiency, admissability and materiality, which the Court now finds

duly proved and established all the material allegations of plaintiff's complaint;and the Court, being fully advised in the premises has made and filed herein FINDINGS OF FACT AND CONCLUSIONS OF LAW.

Therefore at this time upon motion of Roger C.Wearne, attorney for plaintiff, it is by the Court ordered, adjudged and decreed and this does order, adjudge and decree as follows:

1.

That the bonds of matrimony heretofore connecting plaintiff and defendant be and the same hereby are dissolved, set aside, made and declared to be of no further forde or effectand that plaintiff and defendant, and each of them be, and each of them hereby is released and discharged from each and every of the obligations of said bonds of matrimony, and that plaintiff, Lillian May Seely, be, and hereby she is granted a decree of absolute divorce from the defendant, Frank Seely, on the ground of extreme mental cruelty.

2.

It is further ordered, adjudged and decreed that defendant Frank Seely pay to plaintiff, Lilliam May Seely, during the months of September, October and November, 1949, the sum of one hundred dollars per month for her support, and that thereafter defendant pay plaintiff the sum of fifty dollars per month until the further order of the Court:provided, however, that defendant shall be required to make said payments only when he is physically well enough to be employed and when he is employed, and not otherwise.

Witness my hand at Coeur d Alene, Idaho, this 8 September, 1949.

O. C. Wilson

District Judge

7511

File No. 14466

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

LYNNE DOERFLER,)
Plaintiff,)
vs.)
PRESTON A. DOERFLER,)
Defendant.)

SEP 8 1949
Jas. A. Foster
Sue Langford

D E C R E E

This matter having come on regularly to be heard this 8th day of September, 1949, before the undersigned District Judge, plaintiff appearing in person and being represented by her attorney Maxine Whitney, and the defendant not appearing either in person or by counsel; the defendant having been duly and regularly served with a true and correct copy of the complaint and summons herein on the 20th day of August, 1949, at Toronto, County of York, Province of Ontario, Canada, and affidavit of service being on file in the above-entitled Court; the defendant having filed herein his answer and waiver of notice of time and place of hearing, and stipulated that the trial of said action upon its merits may be held before the above-entitled Court upon the filing of said stipulation and waiver or at any time sugsequent thereto without further notice to the said defendant; the plaintiff and her witness having been duly and regularly sworn and examined, testified on behalf of plaintiff in support of the allegations of her complaint and corroborative evidence having been submitted as to the residence of said plaintiff; the Court having heard and considered all the evidence introduced, and being fully advised in the premises and having made its findings of fact and conclusions of law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the grounds of extreme cruelty, now, therefore, upon motion of Maxine Whitney, attorney for plaintiff,

IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff Lynne Doerfler, and the defendant, Preston A. Doerfler, be and the same are hereby dissolved and set aside upon the grounds of extreme cruelty.

2. That the property settlement of the parties is hereby approved.

3. That plaintiff be granted the care and custody of the minor children, Lance Doerfler and Erica Doerfler, and that the defendant be granted the privilege of visitation at reasonable times and places.

4. That the defendant shall pay to the plaintiff the sum of $175.00 a month for the support, education and welfare of said minor children, including premiums on the insurance policies, for so long a period as said children shall remain in the care and custody of plaintiff and not over the age of eighteen years, and, if said children shall proceed to a college education the defendant shall continue the payment of said $175.00 a month for such purposes during the course of such college eeucation, for a period not to exceed four years; that in the event only one child shall be living and in the care and custody of plaintiff, defendant shall pay to plaintiff for the support of such child, the sum of $100.00 per month for so long as such child is living in the care and custody of plaintiff, and under the age of eighteen years, and, if said child shall proceed to a college education, defendant shall continue the payment of said $100.00 a month for such purposes during the course of such college education for a period not to exceed four years.

5. That defendant shall pay to plaintiff the sum of $50.00 a month for a period of fifteen months from the first of the month following the granting of this divorce, said sum to be payable during the entire fifteen-month period regardless of whether or not plaintiff shall remarry.

Dated and done at Coeur d'Alene, Idaho, this 8th day of September, 1949.

O. C. WILSON

District Judge

7512

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

MARILEE GALLERT, Plaintiff, vs. EARL W. GALLERT, Defendant.) No. 14414

SEP 12 1949
JAS. A. FOSTER

DECREE

This cause having been heard before the undersigned Judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under Sec. 7-304; now, therefore,

IT IS FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). The care, custody and control of Pamela, aged approximately 4, and Nannette, aged approximately 11 months, the only minor children of the parties is hereby vested in plaintiff, and during the minority or dependency of said minor children defendant shall

pay to the plaintiff the sum of $40.00 per month toward the support, maintenance and/or education of each minor child.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho this 12th day of September, 1949.

O. C. Wilson
District Judge

(SEAL)

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7513

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

HENRY FISCHBACH, (No. 14453

Plaintiff,

vs.) DECREE

IRMARILLA FISCHBACH,

Defendant. (

SEP 12 1949

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Plaintiff is hereby awarded, as his sole and separate estate, the 1940 Plymouth car.

(5). Defendant is hereby restored to her former name of Irmarilla Osborne.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this ____ day of September, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

COPY

7514

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

JUNE HINKLE,) No. 14440
Plaintiff, (
vs.) DECREE
GLENN HINKLE, (SEP 12 1949
Defendant.)

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under Sec. 7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Plaintiff is restored to her former name of June Arceneau.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho this 12th day of September, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

SEP 14 1949

BEATRICE W. EASTON,
Plaintiff,
vs.
ARTHUR J. EASTON,
Defendant.

No. 14395

DECREE

This cause having regularly been heard before the undersigned judge of the above entitled court in the courtroom at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and it appearing from the records and files herein that defendant is in the military service; that he regularly admitted service of the alias summons and complaint herein and entered a general appearance in this case; that more than twenty (20) days have expired since the date of such service; that no answer has been filed or appearance made by, or on behalf of, defendant herein; that defendant, by an acknowledged instrument, has regularly waived all provisions of Section 50 U.S.C.A., Appendix - Sections 501 et seq. and correlated provisions as to entry of default against persons in the military service, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 10-304 Idaho Code; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this

action was, a resident of, and domiciled in, the State of Idaho.

2. Defendant is in default herein after due service and after acknowledged waiver of all provisions of Section 50 U.S.C.A., Appendix - Sections 501 et seq., as shown by the records herein.

3. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of grievous mental suffering.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 14th day of September, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 14th day of September, 1949.

Seal

Jas. A. Foster
Clerk

By_____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

W. E. PARROTT,)
Plaintiff, (
vs.)
PATRICIA M. PARROTT, (
Defendant.)

No. 14201

DECREE

SEP 12 1949
JAS. A. FOSTER

This cause having regularly come on to be heard before the undersigned Judge of the above court, in the courtroom at Coeur d'Alene, Kootenai County, Idaho, at the hour and date hereinafter appearing, the plaintiff and cross-defendant being represented by Mr. Robert N. Elder of Messrs. Elder, Elder & Smith, and the defendant and cross-plaintiff being represented by J. Ward Arney, the defendant and cross-plaintiff being personally present; the parties having stipulated in writing that the issues of fact and law should be presented at this time and place, whereupon the defendant and cross-plaintiff introduced competent and corroborative oral and documentary evidence, the plaintiff and cross-defendant declined to introduce any evidence. There is on file herein a written Stipulation signed and acknowledged by the parties to this action which the parties represent to be, and the Court finds and concludes to be a fair, reasonable settlement agreement; and the Court being fully advised in the premises, and the parties in open court having orally consented to waiving the making and filing of written findings of fact and conclusions of law, and such oral consent has been entered in the minutes of this court,

under Sec. 10-304, I.C., now, therefore, upon motion of J. Ward Arney, attorney for the cross-plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

(1) The plaintiff and cross-defendant take nothing under his complaint; and,

(2) Cross-plaintiff, Patricia M. Parrott, is hereby granted absolute divorce from the cross-defendant, W. E. Parrott, on the grounds of extreme mental cruelty inflicted upon the cross-plaintiff by cress-defendant; and,

(3) The legal and actual custody of Gracia, the older child of the parties, is hereby vested in the cross-defendant as contemplated in the agreement between the parties; and,

(4) The legal custody of Ronnie, the son of the parties is hereby vested in the cross-plaintiff, Patricia M. Parrott. The actual custody of the child as contemplated in said agreement between the parties, is hereby sanctioned, approved and ordered, as are the fiscal, visitation, custodial and educational arrangements between the parties as set forth in the written agreement; and,

(5) Cross-plaintiff shall have as her sole and separate property, the car, the Fire Island cottage and its furnishings and equipment, together with the household goods and furniture in the Bronxville, New York, apartment with its leasehold rights, the cross-defendant to execute, acknowledge and deliver to cross-plaintiff all necessary instruments to effectuate this provision.

(6) During the lifetime or until the remarriage of the cross-plaintiff, the cross-defendant shall pay the cross-plaintiff alimony as follows:

During the first year, $350.00 a month in advance. Thereafter, $265.00 a month, provided, however, that the cross-defendant shall make such additional contribution to the cross-plaintiff in event of partial or total disability, as is contemplated, and only as is contemplated in the Stipulation between the parties.

(7) Cross-defendant shall forthwith pay to the attorney for cross-plaintiff the sum of $525.00 as the balance of fees and costs due such attorney in this action.

(8) The Court retains jurisdiction of both children during the minority or dependency of each.

ENTERED at Coeur d'Alene Idaho .M., this 12th day of September, 1949.

O. C. WILSON
District Judge

(SEAL)

ATTEST:

Jas. A. Foster
Clerk, District Court

By
Deputy

7517

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

SEP 19 1949

14486

RUTH L. MURSTEN LITWIN, :
Plaintiff, :
vs. : DECREE
THOMAS L. LITWIN, :
Defendant. :

THIS MATTER having come on regularly for hearing before the undersigned Judge of the above entitled Court, on the 19th day of September, 1949; plaintiff appearing in person and by her attorney, Wm. S. Hawkins; the defendant having acknowledged service of a true and correct copy of the Complaint and Summons, and his default having been duly and regularly entered and filed herein; the plaintiff being duly sworn and examined, testified on behalf of herself in support of the allegations of her complaint; the Court having heard and considered all of the evidence introduced and being duly and fully advised in the premises, and having made its Findings of Fact and Conclusions of Law herein; now, therefore, it is

ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree, that the bonds of matrimony heretofore and now existing between the plaintiff and defendant, be, and the same are, hereby annulled and set aside upon the ground that the defendant at the time of his marriage with the plaintiff was physically incapable of entering into the marriage state, and such incapacity continues, and appears to be incurable.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff resume her lawful name of RUTH L. MURSTEN, and the same hereby is, restored to her.

Done in open Court, this 19th day of September, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: Alberta F. Scott
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clark of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the _____ day of September, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

7518

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

EDITH A. THORSON,
Plaintiff,
vs.
ABNER M. THORSON,
Defendant.

14033 ~~14490~~

DECREE

SEP 22 1949
JAS. A. FOSTER

This cause having come regularly on for hearing this day, the Plaintiff appearing in person and with her attorney, E. T. KNUDSON, of the firm of WHITLA & KNUDSON, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service outside of the State of Idaho and within the State of Ohio, in accordance with the law and order of this Court. That the Defendant regularly entered his appearance in this cause by the filing of a general demurrer to the Plaintiff's Complaint herein. That said demurrer was regularly presented to this Court after notice duly and regularly given and said demurrer was thereafter overruled by order regularly entered herein. That the Defendant has failed to file his Answer to the Plaintiff's Complaint herein or to further plead in this cause and that the default of the Defendant has been duly and regularly entered by the Clerk of this Court.

That the Court has after hearing and considering the evidence submitted by the Plaintiff regularly made and filed herein Findings of Fact and Conclusions of Law wherein it is ordered that a Decree be entered herein in favor of the Plaintiff and

against the Defendant, which said Findings of Fact and Conclusions of Law are specifically made a part of this Decree.

NOW, THEREFORE, pursuant to said Findings of Fact and Conclusions of Law and upon motion of E. T. KNUDSON, Attorney for the Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, EDITH A. THORSON, and the Defendant, ABNER M. THORSON, be, and the same hereby are vacated, dissolved and set aside upon the ground of extreme cruelty on the part of the Defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that any property which remains in the hands of the Defendant, as a result of the business engaged in, carried on and conducted by these parties prior to the separation of these parties is hereby decreed to be the sole and separate property of the Plaintiff and the Defendant is hereby directed to account to the Plaintiff for such property and to deliver the same to the Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant pay to the Plaintiff, as Attorney's fees herein, the sum of Two Hundred ($200.00) Dollars together with Plaintiff's costs and disbursements incurred herein in the amount of Twenty ($20.00) Dollars.

Done in open Court this 19th day of September, A. D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of EDITH A. THORSON, Plaintiff, versus ABNER M. THORSON, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 19th day of September, A. D., 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

7519

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

VIRGINIA G. PETERSON,
Plaintiff,
-vs-
ARTHUR N. PETERSON,
Defendant.

14454

SEP 21 1949

DECREE OF DIVORCE

COPY

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after legal service of summons; and defendant's default having been entered; the plaintiff appearing in person and by her attorney, Harry H. Kinney, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Virginia G. Peterson, and defendant, Arthur N. Peterson, be and the same are hereby set aside and held for naught, and plaintiff, Virginia G. Peterson, is granted a decree of absolute divorce from defendant, Arthur N. Peterson, on the ground of extreme cruelty; that plaintiff's former married name, Goldie V. Black shall be and hereby is restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 21 day of September, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 21 day of September, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

7520

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

LLOYD BJAALAND, Plaintiff,

vs.

THELMA BJAALAND, Defendant.

No. 14494

SEP 21 1949

DECREE

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under Sec. 10-304, I. C.; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Defendant is hereby restored to her former name of Thelma Elkin.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 21st day of September, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Clerk, District Court

By
Deputy

7521

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

GLEN C. SAXBY, (No. 14473

Plaintiff, SEP 21 1949

JAS. A. FU...

vs.) DECREE

CHARLOTTE M. SAXBY,

Defendant. (

This cause having been heard before the undersigned Judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §10-304 I.C.; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Plaintiff shall pay to the defendant, for the support and maintenance of defendant, the sum of $50.00 per month so long as she remains unmarried and during her lifetime, payments thereon to begin October 1st, 1949; and, additionally, plaintiff has agreed to and shall pay to the defendant $200.00 to discharge outstanding obliga-

tions, plaintiff to pay at the rate of $25.00 a month for that purpose, beginning November 1st, 1949.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 21st day of September, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7522

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

ARDIS MARSH, (No. 14419
Plaintiff,
vs.) DECREE SEP 21 1949
WILLIAM A. MARSH,
Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Defendant shall contribute the sum of $50.00 per month toward the support of plaintiff, during her lifetime or until she remarries.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 21st day of September, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

MABEL J. JUDY)
Plaintiff,) 14490
vs.) DECREE
W. M. JUDY) SEP 22 1949
Defendant.) JAS. A. FOSTER

The above entitled cause came on regularly for trial in open court this 22nd day of September, 1949; plaintiff appearing in person and by her attorneys, Elder, Elder & Smith; and the court finding that due and legal service has been made upon the defendant, the defendant having failed to appear and answer plaintiff's complaint and the default having been duly entered; and that to the best of plaintiff's knowledge and belief, the defendant is not now and has not been during the pendency of this action, a member of the armed forces of the United States; and the court having heard the evidence of the plaintiff and having entered its Findings of Fact and Conclusions of Law herein, wherein it is ordered that judgment and decree be entered in favor of the plaintiff and against the defendant;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I.

That the plaintiff has been a resident of the State of Idaho for six full weeks next preceding the commencement of this action.

II.

That the bonds of matrimony heretofore existing between the plaintiff, MABEL J. JUDY, and the defendant, W. M. JUDY, be and the same are hereby wholly and forever dissolved,

and the parties are released each from the other and from all matrimonial obligations, and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant on grounds of extreme cruelty.

III.

That the name of MABEL J. MURPHY is restored to the plaintiff.

O. C. WILSON
Judge of the District Court

7524

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

DOROTHY MARIAN BOYER,)
Plaintiff,)
vs.) DECREE OF DIVORCE
ROY BOYER,)
Defendant.)

Quitclaim Deed 1501

This cause came regularly on for hearing this day before the undersigned Judge of the above entitled Court, defendant having been duly and regularly served with process herein, and having failed to appear, plead, answer or demur to the complaint of plaintiff, within the time provided by law, or at all, and the default of said defendant for such failure to appear, plead, answer or demur having been duly and regularly entered herein, plaintiff appearing in person and by her attorneys, McFarland & McFarland, and no one for defendant, whereupon witnesses were sworn and testified, and documentary evidence introduced on behalf of plaintiff, and I, the Judge of said Court, having made and entered herein my Findings of Fact and Conclusions of Law in favor of plaintiff and against defendant,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED: That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby set aside, and plaintiff, Dorothy Marian Boyer, be, and she is hereby granted an absolute divorce from the defendant, Roy Boyer.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff be and she is hereby granted the full care, custody and control of the minor son, Roy Boyer.

Dated this 22nd day of September, 1949.

O. C. Wilson
Judge of the District Court

7525

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

14487

QUENTIN L. JOHNSON,

Plaintiff,

-vs-

MARGARET JOHNSON,

Defendant.

COPY

DECREE OF DIVORCE

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof, the defendant, Margaret Johnson, having filed her verified answer to plaintiff's complaint herein, and thereafter entered a stipulation and waiver stipulating that the matter might be heard at the convenience of the Court, and without further notice to defendant, and waiving the entry of findings of fact and conclusions of law; and it satisfactorily appearing to the Court that summons had been regularly issued; the plaintiff appearing in person and by his attorney, Harry H. Kinsey, and the defendant not appearing further, either in person or by counsel, whereupon witnesses were sworn and testified on the part of plaintiff, and the Court, after due deliberation and being fully advised in the premises, and having found for the plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Quentin L. Johnson, and Margaret Johnson, defendant, be and the same are hereby set aside and held for naught, and plaintiff granted a decree of absolute divorce from defendant on the ground of wilful desertion; that the care and custody of Laura Louise Johnson and Linda Sue Johnson, the two minor children of plaintiff and defendant shall be and hereby are awarded to defendant; that plaintiff shall contribute to the support and maintenance of said minor children not less than $50.00 per month during minority; with right of reasonable visitation reserved to plaintiff.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 27th day of September, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)
)ss
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 22 day of September, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

X

7526

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

KATHRYN MYLAN, (No. 14423

Plaintiff,

vs.) DECREE

LLOYD T. MYLAN,

Defendant. (

This cause having been heard before the undersigned Judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §10-304 I.C.; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The care, custody and control of Patrick, 17, Michaelyn, 14, and James, 11, is hereby vested in the plaintiff and, during the minority or dependency of each of said children, the defendant shall

contribute the sum of $33.33 per month toward the support, maintenance and/or education of each of said minor children.

(5). The defendant shall further pay to the plaintiff, toward the support of plaintiff, the sum of $100.00 per month during her lifetime or until she remarries.

(6). Plaintiff is hereby granted, as her sole and separate estate, Lots 4 and 5 and the West 1/2 of Lot 6, Block 15, O'Brien's Second Addition to Coeur d'Alene, Kootenai County, Idaho, with its improvements and incidents, and the household goods and furnishings situate thereon and is, additionally, granted an undivided one-half interest in the Ford car and 1947 Chrysler car; the bank account in the Idaho First National Bank at Coeur d'Alene; the equity in approximately 10 acres of land at Athol, Kootenai County, Idaho, and Mylan's Tavern thereon, the land being purchased from Dee Wakefield on contract; approximately one-acre of land on U. S. Highway No. 10, Kootenai County, Idaho; and all interest in the life insurance policies on the life of defendant, in which plaintiff has been named as the beneficiary.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 22nd day of September, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7527

14477

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

EVERETT F. KENNEDY)
Plaintiff,)
vs.)
IRENE M. KENNEDY)
Defendant.)

SEP 26 1949

DECREE

JAS. A. FOSTER

Sue Langford

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with his attorney, C. J. Hamilton, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service of the Summons, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and that Findings of Fact and Conclusions of Law have been waived herein.

NOW, THEREFORE, on motion of C. J. Hamilton, attorney for Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, EVERETT F. KENNEDY, and the Defendant, IRENE M. KENNEDY, be, and the same hereby are vacated, dissolved and set aside on the ground of mental cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor child of these parties, to-wit: MICHAEL FRANK KENNEDY is hereby awarded to the Defendant, with the privilege on the part of the Plaintiff of visitation with said child at all reasonable times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Plaintiff pay as child support the sum of $40 per month.

Done in open Court this 26th day of September, A.D., 1949.

E. V. BOUGHTON
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

STATE OF IDAHO)
(ss
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a fully, true and correct copy of the original "DECREE" in the action of EVERETT F. KENNEDY, plaintiff, versus IRENE M. KENNEDY, defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 26 day of September, A.D., 1949.

Jas. A. Foster
Clerk

By Sue Langford
Deputy

7528

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

ROBERT FERGUSON-SMITH,
Plaintiff,
vs.
NANCY EVELYN FERGUSON-SMITH,
Defendant.

No. 14505

SEP 29 1949

DECREE

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 10-304 Idaho Code; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service as shown by the records herein.

3. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds that the parties have heretofore continuously lived separate and apart without cohabitation for a period of more than five years.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 29th day of September, 1949.

E. V. Boughton
~~O. C. Wilson~~
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said court on this, the 29th day of September, 1949.

_____
Clerk

By_____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI.

FRANCES E. DALTON,) 14344
Plaintiff,)
-vs-) DECREE
ROY E. DALTON,)
Defendant.)

This cause came regularly on to be heard before the undersigned Judge of the above-entitled Court, at chambers, at Coeur d'Alene, County of Kootenai, Idaho, on the date hereof, plaintiff appearing in person and being represented by her counsel, Mr. James W. Wayne, and the defendant being in default herein as more fully appears from the records and files herein. Thereupon competent and corroborative evidence was received, substantiating the allegations of the complaint, and written findings of fact and conclusions of law having been waived, under I. C. 10-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

1. Plaintiff has been a bona-fide resident of and domiciled in the State of Idaho for at least six (6) weeks next preceding the date of the commencement of this action.

2. That plaintiff be, and she hereby is, granted a decree of divorce from the defendant on the grounds of extreme cruelty and that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same hereby are dissolved and held for naught.

3. That plaintiff be, and she hereby is granted the sole care, custody and control of the three children of plaintiff and defendant, born of the intermarriage of plaintiff and defendant, namely, Ramona, Robert, and Rosalie, said last mentioned child having been born during the pendency of this action.

4. That the defendant be, and he hereby is, ordered to pay to the plaintiff the sum of Twenty-five ($25.00) Dollars per month

for the support, maintenance and/or education of each of the minor children of plaintiff and defendant, in all, the sum of Seventy-five ($75.00) Dollars per month, said payments to be made to plaintiff on or before the 15th day of each and every month hereafter, so long as such children, or any of them are under the age of eighteen (18) years and/or not otherwise emancipated.

5. That the defendant be, and he hereby is granted the right to visit said minor children upon the last Sunday of each calendar month, such visits to be limited to the period from the hour of 1 o'clock P. M. to the hour of 4 o'clock P. M. of each of said Sundays, and provided further, that such right of visitation may be exercised by said defendant only upon condition that any and all payments of support money herein ordered to be made have been fully paid by the said defendant.

Dated and done at Coeur d'Alene, Idaho, this 29th day of September, 1949.

ATTEST:

E. V. Boughton
District Judge

Clerk

By
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

Alberta F. Booth

14508

RUTH STEVENS,

Plaintiff,

vs.

SETH S. STEVENS,

Defendant.

DECREE

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her Attorney, E. T. KNUDSON, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service within the State of Idaho, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of E. T. KNUDSON, Attorney for the Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, RUTH STEVENS, and the Defendant, SETH S. STEVENS, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following described property, to-wit:

> Lots 118, 120, 122 and 124, all in Best Land Annex Subdivision, Kootenai County, Idaho, together with the appurtenances thereunto belonging or in anywise appertaining

be, and the same hereby is decreed to be the sole and separate property of the Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Plaintiff be, and she hereby is restored to her former name, to-wit: RUTH WILSON, and to the status of an unmarried person.

Done in open Court this 29th day of September, A. D., 1949.

E. T. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: Alberta P. Death
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of RUTH STEVENS, Plaintiff, versus SETH S. STEVENS, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 29th day of September, A. D., 1949.

Jas. A. Foster
Clerk

By: Alberta A Scott
Deputy

7531

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

RICHARD A. JASPER,

Plaintiff,

-vs-

FRANCES E. JASPER,

Defendant.

No. 7460

Filed September 8 1949
at 2:10 o'clock P. M.
BESSIE [illegible], Clerk
By Dona Miller Deputy Clerk

DECREE

The above entitled cause came on regularly for hearing before the above entitled Court on this 6 day of September, 1949, the plaintiff, Richard A. Jasper, being present in person and by his attorneys of record, Estes & Felton. The defendant having been duly and regularly served with summons herein, and having failed to appear of record or in person, and her default for such failure having been duly and regularly entered, the Court received evidence relative to the allegations of the complaint herein, and being fully advised in the premises;

NOW, THEREFORE, It is hereby ordered, adjudged and decreed, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between Richard A. Jasper and Frances E. Jasper, be, and the same hereby are, dissolved and the plaintiff is awarded an absolute decree of divorce.

It is further ordered, adjudged and decreed, and this does order, adjudge and decree, that the household furnishings of the parties hereto be, and the same is hereby, awarded to the defendant as her sole and separate property.

DATED this 6 day of September, 1949.

A. L. MORGAN
Judge

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original DECREE on file in my office.

Dated at Moscow, Idaho, this 10 day of Sept. 1949

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Dona Miller
Deputy

7532

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

ALVA MAE COOL,
Plaintiff,
vs.
ROBERT COOL,
Defendant.

7476
Filed October 12 1949
10:15 o'clock A. M.
BESSIE BABCOCK, Clerk
By Dona Miller Deputy Clerk

DECREE OF DIVORCE

The above entitled matter came on regularly to be heard and tried before the Court this 12 day of October, 1949, the plaintiff appearing in person and by her attorney of record, J. M. O'Donnell, and the Defendant appearing neither in person nor by attorney.

On said hearing it appeared to the satisfaction of the Court that service of Summons was duly and regularly made by personal service as appears by the Affidavit of Service filed herein, and the Defendant having failed to appear and answer said Complaint within the time allowed by law and his time for appearing having expired and the default of said Defendant having been entered according to law, and the Court having heard the testimony adduced on behalf of said Plaintiff and in support of her Complaint, and the cause having been finally submitted to the Court for decision, the Court finds that the allegations stated in Plaintiff's Complaint on file herein are true and supported by the evidence.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THIS COURT AS FOLLOWS:

(1) That the bonds of matrimony heretofore existing between the above named Plaintiff, Alva Mae Cool, and the above named Defendant, Robert Cool, be, and the same hereby are

dissolved and the said parties, and each of them, are free from the married relation.

Dated at Moscow, Idaho, this 12 day of October, 1949.

A. L. MORGAN

District Judge

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree of Divorce on file in my office.
Dated at Moscow, Idaho, this 12 day of October 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Dona Miller
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

GEORGE J. WENINGER, JR.,

Plaintiff and Cross-Defendant,

vs.

ANN WENINGER,

Defendant and Cross-Complainant.

#7461

Filed September 13 1949

at 10:40 o'clock P. M.

BESSIE BABCOCK, Clerk

By Dona Miller Deputy Clerk

DECREE OF DIVORCE

This matter came on regularly for hearing on this 13 day of September, 1949, pursuant to the pleadings filed herein by the plaintiff and cross-defendant and pursuant to the Cross-Complaint filed on behalf of the defendant and cross-complainant, and the defendant appearing in person and with her counsel of record, and the plaintiff appearing through his counsel of record, the respective parties having agreed through counsel that said cause be heard upon its merits at this time.

At this hearing this defendant and cross-complainant introduced evidence in support of her answer and Cross-Complaint, the plaintiff and cross-defendant, through his attorney, declined to offer evidence in the cause. The defendant and cross-complainant having introduced evidence in support of her Cross-Complaint, and the Court, being fully advised in the premises, finds that the allegations of said Cross-Complaint are true and supported by the evidence, and the respective parties having waived Findings of Fact and Conclusions of Law by the Court;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree that a Decree of Divorce absolute be, and it is hereby awarded to the defendant and cross-complainant upon the grounds of extreme cruelty, dissolving the

bonds of matrimony now existing between the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the custody of the minor children, James George Weninger, and Patricia Ann Weninger, be, and they are awarded to the defendant, Ann Weninger, the mother of said children, without interference from the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant have judgment against the plaintiff for payment of the sum of $100.00 per month for support and maintenance of the two minor children during their minority, and the plaintiff is hereby required to make said payments of $100.00 per month to the defendant on the 10th day of September, 1949, and the 10th day of each and every month thereafter until both of said minor children have attained their majority.

Dated at Moscow, Idaho, this 13 day of September, 1949.

A. L. MORGAN
Judge

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original DECREE OF DIVORCE *on file in my office.*
Dated at Moscow, Idaho, this 13 *day of* Sept. *19* 49

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for Latah County, Idaho.
By Dona Miller
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF LATAH.

BARBARA L. TOWN,

Plaintiff,

-vs-

HOWARD L. TOWN,

Defendant.

#7254

Filed September 13 19 49

at 11:15 o'clock A. M.

BESSIE BABCOCK, Clerk

By Dona Miller Deputy Clerk

DECREE OF DIVORCE

The above entitled action came on regularly to be heard and tried before the Court sitting without a jury on the 13 day of September, 1949, the Plaintiff appearing in person and by her attorney, Jack McQuade, and the defendant not appearing either in person or by attorney.

On said hearing it appearing to the satisfaction of the Court that service of Another Summons herein was duly made by personal service within the County of Latah, State of Idaho, as more fully appears from the Affidavit of Service of Another Summons herein, and the said Defendant having failed to appear and answer the Amended Complaint of the Plaintiff, and the time for answering having expired, and no appearance having been made by said Defendant and no answer or demurrer having been filed by him, and the default of said Defendant, Howard L. Town, having been duly entered according to law, and the Court having heard the testimony introduced on behalf of Plaintiff and in support of her Amended Complaint and the cause having been submitted to the Court for its decision, and the Court having rendered and made and filed its decision in writing herein, consisting of Findings of Fact and Conclusions of Law - -

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the Plaintiff Barbara L. Town and the Defendant Howard L. Town be, and the same are hereby dissolved and the said parties are free from the marriage relation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said Plaintiff should be and she is hereby awarded the sole care, custody and control of the minor children issue of said marriage, Paulette Deborah Town and Patricia Lou Town.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said Plaintiff should be and she is hereby awarded all of the community household articles.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said Plaintiff should be and she is hereby awarded the sum of $50.00 per month, beginning July 1, 1949, for the support and maintenance of the said minor children issue of said marriage and the Defendant Howard L. Town is hereby ordered and directed to pay the said sum of $50.00 per month to Plaintiff as aforesaid.

DONE IN OPEN COURT This 13 day of September, 1949.

A. L. MORGAN
JUDGE

STATE OF IDAHO, }
COUNTY OF LATAH } SS

I do hereby certify that the foregoing is a true copy of the original DECREE OF DIVORCE *on file in my office.*
Dated at Moscow, Idaho, this 13 *day of* Sept. *19* 49

BESSIE BABCOCK
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Dona Miller
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

THELMA MORGAN,

Plaintiff,

vs.

LEONARD MORGAN,

Defendant.

7464

Filed September 16 1949
at 11:15 o'clock A. M.
BESSIE BABCOCK, Clerk
By Rose Blanchard Deputy Clerk

DECREE OF DIVORCE

The above entitled matter came on regularly to be heard and tried before the Court this 16 day of September, 1949, the plaintiff appearing in person and by her attorney of record, J. M. O'Donnell, and the defendant appearing neither in person nor by attorney.

On said hearing it appeared to the satisfaction of the Court that service of Summons was duly and regularly made by personal service as appears by the Affidavit of Service and Acknowledgment of Service of Summons and Complaint filed herein, and the defendant having failed to appear and answer said Complaint within the time allowed by law and his time for appearing having expired and the default of said defendant having been entered according to law, and the Court having heard the testimony adduced on behalf of said plaintiff and in support of her Complaint, and the cause having been finally submitted to the Court for decision, the Court finds that the allegations stated in plaintiff's Complaint on file herein are true and supported by the evidence.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by this Court as follows:

(1) That the bonds of matrimony heretofore existing between the above named plaintiff, Thelma Morgan, and the above named

defendant, Leonard Morgan, be, and the same hereby are dissolved and the said parties, and each of them, are free from the married relation.

(2) That the care, custody and control of the minor child, Walter James Morgan, be, and the same hereby are awarded to the plaintiff, free from interference from the defendant.

Dated at Moscow, Idaho, this 16 day of September, 1949.

A. L. MORGAN
District Judge

COUNTY OF LATAH

I do hereby certify that the foregoing is a true copy of the original Decree of Divorce on file in my office.
Dated at Moscow, Idaho, this 16 day of Sept. 19 49

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

J. M. O'DONNELL, LAWYER
LATAH COUNTY ATTORNEY

RECEIVED
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DIVISION OF VITAL
STATISTICS

7536

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

IRENE TUCKER,

Plaintiff,

-vs-

MORRIS W. TUCKER,

Defendant.

No. 7481

Filed September 27 1949
at 2:10 o'clock P. M.
BESSIE BABCOCK, Clerk
By Dona Miller Deputy Clerk

D E C R E E

The above entitled cause came on regularly for hearing before the above entitled Court on this 27th day of September, 1949; the plaintiff, Irene Tucker, being present in person and by her attorneys of record, Estes & Felton; and the defendant being represented by his counsel of record, Abe Goff. The Court having received evidence relative to the allegations of plaintiff's complaint filed herein, and being fully advised in the premises;

NOW, THEREFORE, it is hereby ordered, adjudged and decreed, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between Irene Tucker and Morris W. Tucker be, and the same hereby are, dissolved and the plaintiff is awarded an absolute decree of divorce.

DATED this 27th day of September, 1949.

A. L. MORGAN
Judge

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Moscow, Idaho, this 27 day of Sept. 1949

BESSIE BABCOCK
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Dona Miller
Deputy

7537

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

PATRICIA LA VON W. NESTELL,
Plaintiff,
-vs-
ERVIN L. NESTELL,
Defendant.

No. 7462

Filed September 30 1949
at 3:05 o'clock P. M.
BESSIE BABCOCK, Clerk
By Rose Blanchard Deputy Clerk

D E C R E E

The above entitled cause came on regularly for hearing before the above entitled Court on this 30th day of September 1949, the plaintiff, Patricia La Von W. Nestell, being present in person and by her attorneys of record, Estes & Felton. The defendant having been duly and regularly served with summons herein, and having failed to appear of record or in person, and his default for such failure having been duly and regularly entered, the Court received evidence relative to the allegations of the complaint herein, and being fully advised in the premises;

NOW, THEREFORE, it is hereby ordered, adjudged and decreed, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between Patricia La Von W. Nestell and Ervin L. Nestell be, and the same hereby are, dissolved and the plaintiff is awarded an absolute decree of divorce.

DATED this 30th day of September, 1949.

A. L. MORGAN
Judge

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Moscow, Idaho, this 30 day of Sept. 1949
Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.
By Rose Blanchard
Deputy

7538

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

NEVA TAYLOR,

Plaintiff,

VS

EARL TAYLOR,

Defendant.

DECREE OF DIVORCE

No. 3265

This cause came on regularly to be heard at Chambers in Salmon, County of Lemhi, State of Idaho, this 21st day of September, 1949, before the Honorable Preston Thatcher, District Judge, sitting without a jury; Fred H. Snook, Attorney at Law, appeared for and on behalf of the plaintiff and the defendant made no appearance, either in person or by attorney, and his default having been regularly entered and an affidavit having been filed in compliance with the Soldiers' and Sailors' Civil Relief Act of 1940, including its amendments, witnesses were duly sworn and testified, from which it appeared that the plaintiff is entitled to the relief hereinafter granted; written findings of fact and conclusions of law were waived and the court, being fully advised in the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That the marriage between the plaintiff, Neva Taylor, and the defendant, Earl Taylor, be, and the same is, hereby dissolved and held for naught, and said parties are, and each of them is, released from all obligations thereof and restored to the status of a single person.

2. That the defendant shall be and is hereby ordered to pay to the plaintiff the sum of $150.00 for attorney's fees and the sum of $27.00 herein taxed as costs of suit.

Dated: This 21st day of September, 1949.

Preston Thatcher
District Judge

Filed September 21st, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 185

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. SIMMONDS, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE as the same appears of record in my office in Book E of Judgments, Page 185, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of September, A.D., 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex- Officio Auditor and Recorder.

By Betty Lue Smart,
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND
FOR THE COUNTY OF LEMHI

WILLIAM P. SCHLINGER,

Plaintiff,

VS

ESTHER E. SCHLINGER,

Defendant.

DECREE OF DIVORCE

No. 3289

This cause came on regularly to be heard at Chambers in Salmon, County of Lemhi, State of Idaho, this 21st day of September, 1949, before the Honorable Preston Thatcher, District Judge, sitting without a jury; Fred H. Snook, Attorney at Law, appeared for and on behalf of the plaintiff and the defendant made no appearance, either in person or by attorney, and her default having been regularly entered and an affidavit having been filed in compliance with the Soldiers' and Sailors' Civil Relief Act of 1940, including its amendments, witnesses were duly sworn and testified, from which it appeared that the plaintiff is entitled to the relief hereinafter granted; written findings of fact and conclusions of law were waived and the court, being fully advised in the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

That the marriage between the plaintiff, William P. Schlinger, and the defendant, Esther E. Schlinger, be, and the same is, hereby dissolved and held for naught, and said parties are, and each of them is, released from all obligations thereof and restored to the status of a single person.

Dated: This 21st day of September, 1949.

Filed September 21st, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 186.

Preston Thatcher
DISTRICT JUDGE

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. SIMMONDS, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE as the same appears of record in my office in Book E of Judgments, Page 186, official records of Lemhi, County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of September, A.D., 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.

By Betty Lue Smart,
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

MARY CLEOPHA MESERVY,

Plaintiff,

vs.

LEVI JAMES MESERVY,

Defendant.

DECREE

No. 3296

The above entitled cause came on regularly to be heard this 22nd day of September, 1949, at Salmon, Idaho, upon the Complaint herein taken as confessed by the defendant on the proof taken herein, and upon said hearing it appearing to the satisfaction of the Court, that the defendant herein was duly served in person with Summons herein, attached to a copy of the Complaint on file in this action; and the defendant having failed to appear and answer said Complaint of the plaintiff and the time for answering having expired, and no answer or other pleading having been filed, the default of the defendant, Levi James Meservy, was duly entered according to law, and on this day the plaintiff appeared in person and by her attorney, C. Walker Lyon, and introduced evidence in support of said Complaint, by which it appears and the Court found;

That the plaintiff now is and has been a bona fide resident of the State of Idaho for more than six weeks immediately preceeding the commencement of this action; that the parties hereto were united in marriage on the 24th day of November, 1925, and afterward resided together as husband and wife; that the defendant is not now a member of the Military or Naval Service of the United States of America.

That it satisfactorily appears to the Court that the material allegations of the Complaint are sustained by competent testimony,

free and clear from all exceptions as to its competency, admissability and sufficiency, and that the defendant has been guilty of extreme cruelty and the matters so alleged and proved were sufficient in law to entitle the plaintiff to have a dissolution of her marriage;

That there are four minor children, the issue of said marriage, Ruby Meservy of the age of seventeen years, Opal Meservy of the age of eleven years, Richard Meservy of the age of ten years, and Garnett Meservy of the age of seven years; that the plaintiff, Mary Cleopha Meservy, is a fit and proper person to have the care and custody of said minor children, and $75.00 each and every month is a reasonable sum to be paid by the defendant, Levi James Meservy, to the plaintiff, Mary Cleopha Meservy, for such minor childrens' support and maintenance;

That the equity of the parties hereto in the real property and miscellaneous household furniture, furnishings, fixtures and accessories hereinafter described are necessary to benefit the plaintiff and her minor children, and the plaintiff is entitled thereto as her sole and separate property;

That the Chevrolet truck, two horses, one trailer, miscellaneous tools and hauling equipment are necessary to the defendant as his sole and separate property so that he may make a living for himself and contribute to the support of the minor children;

That it further appears that there are certain unpaid community accounts which should be paid by the defendant and the plaintiff absolved therefrom;

That $150.00 is a just and reasonable sum to be paid by the defendant to the plaintiff as her attorney fees in this action;

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony that exist between the parties hereto be, and the same are, dissolved, returning each to the status of a single person;

2. That the plaintiff, Mary Cleopha Meservy, be awarded the

custody, and she hereby is awarded the custody of the minor children, Ruby Meservy, Opal Meservy, Richard Meservy and Garnett Meservy, until further order of Court, with the privilege of the defendant, Levi James Meservy, of visiting such children at any and all reasonable times, provided he is not in default in the full payment of child support as hereinafter ordered;

3. That the defendant, Levi James Meservy, pay to the plaintiff, Mary Cleopha Meservy, the sum of SEVENTY-FIVE and NO/100 ($75.00) DOLLARS on or before the 10th day of October, 1949, and $75.00 on or before the 10th day of each and every month thereafter, for such minor childrens' support and maintenance, until further order of Court;

4. That the defendant, Levi James Meservy, shall forthwith pay any and all community indebtedness and save the plaintiff harmless therefrom, excepting, however, the mortgage indebtedness due Edgar S. Edwards;

5. That the defendant, Levi James Meservy, pay to the plaintiff, Mary Cleopha Meservy, forthwith the sum of ONE HUNDRED FIFTY and NO/100 (($150.00) DOLLARS as attorney fees, and the further sum of SEVENTEEN and NO/100 ($17.10) DOLLARS, costs incurred in this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

That the property described as follows, to-wit:

REAL PROPERTY

All of Lots Numbered Eight (8), Nine (9) and Ten (10) in Block Numbered Three (3), of and in W. H. Andres Subdivision of Salmon City Townsite, as the same appears upon the plat of said subdivision, on file and of record in Book 1 of Plats, Page 16, Records of Lemhi County, Idaho;

Together with all ditches, water and water rights thereunto belonging to said lots or used in connection therewith;

Subject to a Real Estate Mortgage to Edgar S. Edwards with a present principal balance of $2472.50;

PERSONAL PROPERTY

Miscellaneous household furniture, furnishings, fixtures and accessories;

Be, and the same hereby is adjudged to be, the sole and separate property of the plaintiff, Mary Cleopha Meservy, subject, however, to a mortgage indebtedness thereon to Edgar S. Edwards, which said property shall be free and clear of any community debts that may be placed thereon and the defendant shall hold the plaintiff harmless therefrom, and further that the defendant, Levi James Meservy, shall forthwith give immediate possession to said property and the whole thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

That the following described property, to-wit:

1 1947 Chevrolet 1½ ton truck, 2 horses, 1 trailer, miscellaneous tools and hauling equipment;

Be, and the same hereby is adjudged to be, the sole and separate property of the defendant, Levi James Meservy.

DATED in Open Court this 22nd day of September, 1949.

Filed September 22nd, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Pages 186-187

/s/ PRESTON THATCHER

DISTRICT JUDGE

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. Simmonds, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE of DIVORCE as the same appears of record in my office in Book E of Judgments, Pages 186-187, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 5th day of October, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.

By Betty Lue Smart, Deputy.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

EVA JUNE LYONS,
Plaintiff,

vs.

ROBERT L. LYONS,
Defendant.

DECREE

No. 3279

The above entitled cause came on regularly to be heard this 23rd day of September, 1949, in Chambers at Salmon, Idaho, upon the Complaint herein by Stipulation of Donald E. Wyckoff, attorney of record for defendant, and C. Walker Lyon, attorney of record for plaintiff, and the plaintiff appeared in person and by her attorney, C. Walker Lyon, and introduced evidence in support of said Complaint, and the defendant or his attorney failing to appear and introduce evidence, by which it appears and the Court found:

That the plaintiff now is and has been a bona fide resident of the State of Idaho for more than six weeks immediately preceeding the commencement of this action; that the parties hereto were legally married on the 24th day of October, 1944, and afterward resided together as husband and wife; that the defendant is not now a member of the Military or Naval Service of the United States of America;

That it satisfactorily appears to the Court that the material allegations of the Complaint are sustained by competent testimoney, free and clear from all exceptions as to its competency, admissibility and sufficiency, and that the defendant has been guilty of extreme cruelty and the matters so alleges and proved were sufficient in law to entitle the plaintiff to have a dissolution of her marriage;

That there is one child the issued of said marriage, Terry Lee Lyons, of the age of two years, and that the plaintiff is a fit and proper person to have the care and custody of such minor child;

That the defendant is an able bodied man capable of contributing the sum of at least TWENTY FIVE and NO/100 ($25.00) DOLLARS per month towards the care and support of such minor child.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony that exist between the parties hereto, be, and the same hereby are, dissolved, returning each to the status of a single person;

2. That the plaintiff, Eva June Lyons, be, and she hereby is, awarded the custody of the minor child, Terry Lee Lyons, with the privilege to the defendant, Robert L. Lyons, of visiting such child at any and all reasonable times provided he is not in default in the payment of child support as herein ordered.

3. That the defendant, Robert L. Lyons, pay to the plaintiff, Eva June Lyons, the sum of at least TWENTY FIVE and NO/100 ($25.00) DOLLARS on or before the 10th day of October, 1949, and a further like sum each and every month thereafter until further order of Court.

DATED This 23rd day of September, 1949.

PRESTON THATCHER

DISTRICT JUDGE

Filed September 23rd, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 188.

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. Simmonds, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE as the same appears of record in my office in Book E of Judgments, Page 188, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 5th day of October, 1949.

W. W. Simmonds,
Ex-Officio Auditor and Recorder
and Clerk of the District Court.

By Betty Lue Smart,
Deputy

X

7542 Copy

2721

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO. IN AND FOR THE COUNTY OF MADISON.

Bernice Weber Lemons. Plaintiff.

vs,

Harry Paul Lemons. Defendant.

DECREE.

On this 6th day of ~~September~~ September, 1949, this Cause coming on regularly to be heard at Chambers, at Idaho Falls, Idaho. and application being made by the Plaintiff by and through her Attorney of record for final decree herein; and it duly appearing to the court, that the Defendant by publication and service by mail had been duly served with a copy of said summons and complaint which complaint was duly verified as appears of record;

And the defendant having failed to demur, or answer, or appear either in person, or by Attorney, or at all, and the time having expired and the default of the Defendant having been had and of record; and the plaintiff appearing in court in person and by Attorney, and the Defendant failing to appear in person, or by Attorney, or at all, the court proceeded to hear said cause, whereupon the plaintiff was duly sworn and examined as a Witness in her own behalf and testified therein, and thereafter Mrs Alex Weber was duly sworn and examined as a witness in behalf of the Plaintiff, and the said cause being submitted to the court for decision.

It was made to appear to the satisfaction of the court, That the Plaintiff is a Bona Fide resident of the State of Idaho, and has resided in Madison County, Idaho, for many years prior to the commencement of this action; That the Plaintiff and the Defendant intermarried at Salt Lake City Utah, on the 31st day of August, 1946, and ever since have been and now are Husband and Wife;

That during the time of said Marriage there were born to them a female child, to-wit, Linda Marie Lemons, born March 1st, 1948, and that the Plaintiff is a fit and proper person to have the care and custody of said female child;

That during the Marriage as aforesaid, there was no property acquired, and there is none at this time for the courts disposition;

That the Plaintiff and the Defendant seperated in the Month of May, 1948, and have not lived or cohabited together as Man and Wife since that time.

That the Defendant Harry Paul Lemons, is an able bodied man and is capable of earning wages sufficient to assist said Plaintiff in maintain-herself and Minor child, and that the court deems it prudent that the plaintiff be allowed alimony for such maintainance as is deemed wise and just. And it further appearing to the Court that during the Married life of the Plaintiff and the Defendant, the Defendant has been guilty of extreme Cruelty towards this Plaintiff, and has caused her grevious mental and Physicial pain as follows, to-wit;

Early in their Married life, It was quite a common thing for the Defendant to leave home, returning in the late hours of the Night smelling of Liquor, but declined to tell the Plaintiff where he had been or for what purpose he had remained so long, this was continued quite regularly during the time of the said marriage as aforesaid;

During the year 1947, the Plaintiff and the Defendant resided for a time at Murray, Utah, during this particular time spent there, the Defendant would go away and stay all night, and when asked about the matter would say he was on a twenty-four Hour shift, but he the Defendant did not bring any money home from such enforced labor, and when the Plaintiff com-plained, he the Defendant would call her a God Damned Son of A Bitch; at other times the Defendant would inflict mental and Physicial pain upon the Plaintiff by slapping her, on three different occasions giving her a good thrashing. And it further appearing to the Court, that at other times, the Defendant would take this Plaintiff to some relative and dump her down and leave her for as many as four days, much to this Plaintiffs distress and emberrassment, claiming that he was working and could not return sooner, but that his appearance would indicate that he had been consorting with Females instead of working as alledged;

That because of the many statements, this made the Plaintiff has been led to consider the Defendant dishonest and a falsifier, and that his word could not be taken seriously on any matter.

And it further appearing to the court that the Plaintiff has at all times herein mentioned has tried to be a true and faithful wife to the defend-ant, and has done what she could to make their married life a

success,but is convinced that the Defendant no longer cares for her and that his attitude heretofore described has completely destroyed the Legetimate objects of Matrimony and that a continuity of the marriage relation between the Plaintiff and the Defendant can only serve to make this Plaintiff unhappy and distressed in mind and body.

And the court finding that the Equities are with the Plaintiff,and that the allegations set forth in her Verified complaint are true; that she is entitled to a Decree of Divorce totally dissolving the Bonds of matrimony now existing between the Plaintiff and the Defendant,and for all further proper relief as is meet in the premises,and the court having fully considered the evidence and the papers and files in said cause, and being fully advised in the premises.

It is therefore Ordered, Adjudged and Decreed by the Court;
1st, that the Bonds of Matrimony heretofore and now existing between the Plaintiff and the Defendant, be, and the same are hereby totally dissolved;
2nd.That the Plaintiff is hereby awarded the care, custody and control of the Minor Child,Linda Marie Lemons;
3rd,That the Plaintiff is hereby as Alimony for the Support of the said minor child,awarded the sum of $30.00 per Month during her Minority to be paid on the First of each and every Month for her maintainance and support;
4th, That the Plaintiff is entitled to her costs taxed at $27,00,

Done and dated at Chamber at Idaho Falls, Idaho, this 6th day of ~~August~~ September, 1949.

Henry S. Martin
District Judge.

2770

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MADISON

LOUISE M. FLITTON, Plaintiff	
vs.	DECREE OF DIVORCE
LEONARD E. FLITTON, Defendant	

This cause came regularly on to be heard this 30th day of September, 1949, at Chambers of said Court at Idaho Falls, Bonneville County, Idaho, before the Honorable Henry S. Martin, Judge of said Court, the plaintiff appearing by Wm. P. Hemminger, her attorney, and the defendant not appearing either in person or by counsel, and the defendant having been duly and regularly served with process, and the default of the defendant having been heretofore entered herein, the said cause was finally heard and submitted to the Court upon the plaintiff's Verified Complaint and the evidence submitted on behalf of the plaintiff by the following witnesses: Louise M. Flitton and Veanetta Boyce, from which it appears that all the material allegations of the Complaint are sustained by the testimony, free from all legal exceptions as to its competency, admissibility and sufficiency; that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in her Complaint; that the plaintiff was a resident of the State of Idaho at the time the suit was filed and was a resident of the State of Idaho for a period of more than six full weeks immediately prior thereto.

On motion of Wm. P. Hemminger, counsel for plaintiff, it is ordered, adjudged and decreed, and this Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided, does order, adjudge and decree that

the marriage between the plaintiff, Louise M. Flitton, and the defendant, Leonard E. Flitton, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is, freed and absolutely released from the bonds of matrimony and all the obligations thereof.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the said plaintiff, Louise M. Flitton, be, and she is hereby granted the absolute custody, care and control of the minor children, the issue of said marriage, namely: Vern Eldon Flitton of the age of 16 years, Robert Eugene Flitton of the age of 10 years, and Barbara Ann Flitton of the age of 5 years and allowed $20 per month each for their support.

Done at Chambers of said Court at Idaho Falls, Bonneville County, Idaho, before the undersigned Judge of said Court this 30th day of September, 1949.

Henry S. Martin
JUDGE OF THE DISTRICT COURT OF
THE NINTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

PAULINE MEHRER,

Plaintiff,

vs.

HAROLD MEHRER,

Defendant.

7544

D E C R E E

The above entitled matter comes to be heard in chambers in the City of Rupert, County of Minidoka, State of Idaho, and within the Eleventh Judicial District of the State of Idaho, the plaintiff appearing in person and with witnesses and with her counsel, H. V. Creason, the defendant appearing not; and it appearing from the records and files in said cause that the defendant has been duly and regularly served with summons and complaint and that the default of the defendant has been duly and regularly entered, his time of appearance having expired; and it further appearing from the records and files that the said defendant is not in the military service of the United States of America within the meaning of the Soldiers and Sailors Civil Relief Act; and it further appearing that it is a proper matter to be heard in chambers.

WHEREUPON, witnesses were called, sworn and testified for and on behalf of the plaintiff, and the court after listening to all of said testimony, free of all legal objections thereto, and being fully advised in the premises, makes and enters its findings as follows:

1. The court finds that the plaintiff now is and for more than six week next preceding commencement of this action is and has been an actual and bona fide resident of the State of Idaho.

2. The court finds that the plaintiff and defendant were intermarried on or about the 31st day of January, 1948, and now are and ever since said time have been husband and wife.

3. The court further finds that there was born the issue of said marriage the following minor children: Harold William age 2 years, Debra Ann age 1 year, and Richard Allen age 2 months.

4. The court further finds that the said plaintiff and defendant have acquired only a small amount of household goods as community property, and a 1935 Buick Automobile.

5. The court further finds that the past year the defendant has treated the plaintiff in a cruel and inhuman manner in that the said defendant has at divers and numerous times slapped, cursed and abused the said plaintiff and has caused this plaintiff great mental anguish and physical suffering.

6. The court further finds that the plaintiff has the care of said minor children at the time of her action and that the plaintiff is a proper person to have the care, control and custody of said minor children, subject to the right of the defendant to see said minor children at all reasonable times and places.

7. The court further finds that the plaintiff having proven all of the material allegations of her complaint, that it is a proper matter for the entry of a decree of divorce.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the plaintiff, Pauline Mehrer, and the defendant, Harold Mehrer, be and the same are hereby dissolved, and that a decree of divorce be made and entered in favor of the plaintiff and against the defendant.

2. That the plaintiff have the care, control and custody of the said minor children, Harold William Mehrer, Debra Ann Mehrer and Richard Allen Mehrer, subject to the right of the defendant to see said minor children at all reasonable times and places.

3. It is further ordered, adjudged and decreed that the plaintiff be granted the household goods as her soul and separate property for the maintenance of herself and said minor children, and that the defendant be given the 1935 Buick automobile as his soul and separate property.

4. That the defendant be hereby restrained and enjoined from coming to the home of said plaintiff and attacking or committing violence on the person of said plaintiff and be restrained and enjoined from interfering with the peaceful occupancy of the home of said plaintiff, and interfering with the peaceful control of said minor children.

Made and entered in my chambers this 1st day of September, 1949, in the City of Rupert, County of Minidoka, and within the Eleventh Judicial District of the State of Idaho.

Hugh A. Baker
District Judge

STATE OF IDAHO,)
) ss.
County of Minidoka.)

I, Worth S. Elton, the duly elected, acting and qualified Clerk of the District Court of the Eleventh Judicial District of the State of Idaho, in and for the County of Minidoka, do certify that the foregoing is a full, true and correct copy of the original decree filed and recorded in the above entitled cause of action.

IN WITNESS WHEREOF, I hereunto set my hand and seal of said court this 1st day of Sept., 1949.

Worth S. Elton
Clerk, District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

PAULINE MEHRER,

Plaintiff,

vs.

HAROLD MEHRER,

Defendant.

AMENDED DECREE

The above entitled matter came on for hearing under and pursuant of motion and order of the court heretofore made for further hearing in the matter.

Witnesses were called, sworn and testified in said cause and the Court being fully advised in the premises finds as follows; That the defendant had been duly and regularly served with summons and complaint; that the plaintiff and defendant, each of them had also been duly served with an order of this court directing further hearing in the above entitled matter and set aside its decree heretofore made and entered on the 1st day of September, 1949. Personal service have been made upon both the plaintiff and defendant.

The plaintiff appeared in person to said court order, the defendant appearing not, and the court after listening to additional testimony offered on behalf of the plaintiff finds as follows:

1. The court finds that the plaintiff now is and for more than six weeks next preceding commencement of this action is and has been an actual and bona fide resident of the State of Idaho.

2. The court finds that the plaintiff and defendant were intermarried on or about the 31st day of January, 1948, and now are and ever since said time have been husband and wife.

3. The court further finds that there was born the issue of said marriage the following minor children: Harold William age 2 years, Debra Ann age 1 year, and Richard Allen age 2 months.

4. The court further finds that the said plaintiff and defendant have acquired only a small amount of household goods as community property, and a 1935 Buick automobile.

5. The court further finds that the past year the defendant has treated the plaintiff in a cruel and inhuman manner in that the said defendant has at divers and numerous times slapped, cursed and abused the said plaintiff and has caused this plaintiff great mental anguish and physical suffering.

6. The court further finds that the plaintiff has the care of said minor children at the time of her action and that the plaintiff is a proper person to have the care, control and custody of said minor children, subject to the right of the defendant to see said minor children at all reasonable times and places.

7. The court further finds that the defendant is of able body, is gainfully employed, that the defendant earns a wage of aproximately $200.00 per month when employed, and that the sum of $60.00 per month is a reasonable sum to be allowed for the support and maintenance of the said minor children untill further order of this court.

8. The court further finds that the plaintiff having proven all of the material allegations of her complaint, that it is a proper matter for the entry of a decree of divorce.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the plaintiff, Pauline Mehrer, and the defendant, Harold Mehrer, be and the same are hereby dissolved, and that a decree of divorce be made and entered in favor of the plaintiff and against the defendant.

2. That the plaintiff have the care, control and custody of the said minor children, Harold William Mehrer, Debra Ann Mehrer and Richard Allen Mehrer, subject to the right of the defendant to see said minor children at all reasonable times and places.

3. It is further ordered, adjudged and decreed that the plaintiff be granted the household goods as her soul and separate property for the maintenance of herself and said minor children, and that the defendant be given the 1935 Buick automobile as his soul and separate property.

4. It is further ordered, adjudged and decreed that the defendant pay to the plaintiff herein the sum of $60.00 per month for the support and maintenance of the minor children, to be paid semi-monthly in payments of $30.00 each beginning on the 15th day of September, 1949, until said minor children reach the age of 18 years or further order of this court.

5. That the defendant be hereby restrained and enjoined from coming to the home of said plaintiff and attacking or committing violence on the person of said plaintiff and be restrained and enjoined from interfering with the peaceful occupancy of the home of said plaintiff, and interfering with the peaceful control of said minor children.

Made and entered in my chambers this 8th day of September, 1949, in the City of Rupert, County of Minidoka, and within the Eleventh Judicial District of the State of Idaho.

Hugh A. Baker
District Judge

STATE OF IDAHO,)
) ss.
County of Minidoka.)

I, Worth S. Elton, the duly elected, acting and qualified Clerk of the District Court of the Eleventh Judicial District of the State of Idaho, in and for the County of Minidoka, do certify that the foregoing is a full, true and correct copy of the original decree filed and recorded in the above entitled cause of action.

IN WITNESS WHEREOF, I hereunto set my hand and seal of said court this 14 day of September, 1949.

Worth S. Elton by L. Hedrick Deputy
Clerk. District Court

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

LORENE JENNINGS,

Plaintiff,

vs.

JAMES J. JENNINGS,

Defendant.

DECREE

The above entitled matter came on for hearing before me, H. A. Baker, one of the Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Minidoka, at my chambers in the City of Rupert, County of Minidoka, State of Idaho, and within the Eleventh Judicial District of the State of Idaho,

The court being fully advised in premises and it appearing from the records and files of said cause, that the defendant has been duly served with summons and complaint and that the default of the defendant has been duly and regularly entered, and it further appearing from the records and files that the said defendant is not in the military service of the United States of America within the meaning of the Soldiers and Sailors Civil Relief Act; and it further appearing that it is a proper matter to be heard at chambers.

Whereupon, Witnesses were duly sworn and testified on said cause and the court after listening to said testimony finds as follows:

1. The court finds that the plaintiff now is and for more than six week next preceding commencement of this action is and has been an actual and bona fide resident of the State of Idaho.

2. The court finds that the plaintiff and defendant were duly and regularly married on or about the 19th day of November, 1943, and ever since said time have been husband and wife.

3. The court finds that born the issue of said marriage two minor children, to-wit: Sharon Jennings, now of the age of 5 years, and Carolyn Jennings, now of the age of 3 years, and that said minor children are now in the care, control and custody of this plaintiff and that the plaintiff is a fit and proper person to have the care, control and custody of said minor children.

4. The court finds that the community property of this plaintiff and defendant consists only of a small amount of household goods and that the plaintiff has possession thereof and use of same for the maintenance of a home and minor children.

5. The court further finds that the defendant is working as a manual laborer and is capable of furnishing the sum of $30.00 per month for the support and care of said minor children.

6. The court further finds that the plaintiff having proven all of the material allegations of her complaint that it is a proper matter for the entry of a decree of divorce.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the plaintiff, Lorene Jennings, and the defendant, James J. Jennings, be and the same are hereby dissolved, and that a decree of divorce be made and entered in favor of the plaintiff, Lorene Jennings, and against the defendant, James J. Jennings.

2. That the plaintiff, Lorene Jennings, be and hereby decreed the care, control and custody of the said minor children, subject to the right of the defendant to see said minor children at all reasonable times and places.

3. That it is further adjudged, ordered and decreed the said defendant pay for the support and maintenance of said minor children, the sum of $30.00 per month, until said minor children shall have reached the age of 18 years or until further order of this court.

Made and entered in my chambers this 17th day of September, 1949, in the City of Rupert, County of Minidoka, State of Idaho, and within the Eleventh Judicial District of the State of Idaho.

Hugh A Baker
District Judge

STATE OF IDAHO)
) ss.
County of Minidoka.)

I, Worth S. Elton, the duly elected, acting and qualified Clerk of the above entitled court, hereby certify that the foregoing is a full, true and correct copy of the original decree filed and recorded in the above entitled cause of action.

IN WITNESS WHEREOF, I hereunto set my hand and seal of the court this 17th day of Sept, 1949.

Worth S. Elton by Dorothy Hedrick
Clerk of the Court
Deputy.

7546

for State.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR MINIDOKA COUNTY

-o-

ARLENE VILLERS,

Plaintiff,

vs.

WAYNE VILLERS,

Defendant.

DECREE OF DIVORCE

-o-

This cause came on regularly for hearing at the request of the plaintiff on September 17, 1949 before the Honorable Hugh A. Baker, one of the Judges of the above entitled Court. The plaintiff appeared in person and by her attorney and the defendant did not appear in person or by counsel. It appeared to the Court that the defendant was duly and personally served with summons and copy of complaint within the State of Idaho and that said defendant failed to appear or answer or otherwise plead to plaintiff's complaint within the time limited by law, and that upon the affidavit of the plaintiff that the said defendant was not in the Military Service of the United States in any capacity whatsoever, the Clerk of said Court duly and regularly entered the default of said defendant pursuant to said affidavit and order of the court permitting said default. Witnesses were sworn and examined on behalf of the plaintiff and the plaintiff thereupon submitted the cause to the Court for its consideration and decision and after due consideration the Court found that the material allegations of the complaint were true and that the plaintiff was entitled to the relief hereinafter awarded and granted.

IT IS ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between the plaintiff, Arlene Villers and the defendant, Wayne Villers, be and the same hereby are dissolved and that each of said persons be and he and she hereby are restored to the status of single persons.

2. That the plaintiff, Arlene Villers, be and she hereby is awarded the sole and exclusive custody, care and control of the minor child of the plaintiff and defendant, namely: Michael Villers.

3. That the defendant, Wayne Villers, pay to the plaintiff, Arlene Villers, the sum of $75.00 per month for the support and maintenance of the said plaintiff and minor child commencing with the 1st day of October, 1949 and a like sum on the first day of each and every calendar month thereafter until the further order of the Court, which said payments are apportioned as follows: $50.00 per calendar month for the support and maintenance of the plaintiff, Arlene Villers, and $25.00 per month for the support and maintenance of the minor child, Michael Villers.

DATED This 19th day of September, 1949.

(SEAL)

H. A. Baker
Judge of the District Court.

STATE OF IDAHO)
) ss.
County of Minidoka)

I, Worth S. Elton, Clerk of the District Court of the Eleventh Judicial District of the State of Idaho in and for Minidoka County, do hereby certify that the foregoing is a full, true and correct copy of the original DECREE OF DIVORCE made and entered in said court on the 19th day of September, 1949, in the case wherein ARLENE VILLERS was plaintiff and WAYNE VILLERS was defendant and that the original of said decree is now on file and of record in my office in the City of Rupert, Minidoka County, Idaho.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said court this 20 day of September, 1949.

Worth S. Elton
Clerk of the District Court
of the Eleventh Judicial District
of the State of Idaho, in and
for Minidoka County.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR MINIDOKA COUNTY

-O-

ETHEL M. STETTLER,
Plaintiff,

vs.

NORRIS P. STETTLER,
Defendant.

DECREE OF DIVORCE

-O-

The above entitled cause came on regularly for hearing at the request of the plaintiff in open court at Rupert, Minidoka County, Idaho on this 17th day of September, 1949, before the Honorable Hugh A. Baker, Judge of said Court. The plaintiff appeared in person and the defendant did not appear either in person or by counsel. It appeared to the Court that the defendant had by an instrument in writing, duly signed and acknowledged by him, admitted due and legal service of the Summons and the Complaint upon him in Minidoka County, Idaho and had expressly waived the time allowed by law for appearance in said action, had refused to appear in said action or to answer or otherwise plead to plaintiff's Complaint on file herein and that the Clerk of said Court upon the filing of said acceptance and waiver and after it had been made to appear to him therefrom that the defendant is not in the military service of the United States, had duly and regularly entered the default of the defendant.

Witnesses on the part and behalf of the plaintiff were sworn and examined and certain documentary evidence was offered and the plaintiff rested and the cause was submitted to the Judge for consideration and decision and it appearing to the Judge that the allegations contained in plaintiff's Complaint are true and are sustained by evidence free from all objections as to its competency, relevancy and admissibility and that the plaintiff is entitled to a decree of divorce from the defendant and to decree awarding to her the care, custody and control of the minor child of the parties hereto hereinafter named.

And it further appearing that the parties hereto had entered into an agreement settling, adjusting and dividing their property and property interests and that said agreement was reached and entered into without fraud, undue influence or coercion on the part of either thereto against the other but was entered into by the parties after due consideration and deliberation and after each party had consulted with and obtained the advice of persons of his or her selection and that said agreement was not contrary to the public policy of the State of Idaho, in all respects was fair, just, reasonable and equitable and that, in consequence thereof, at the time this action was instituted the community estate had been dissolved and no community propertypresently exists for division by this court.

WHEREFORE By reason of the law and the premises aforesaid:

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Ethel M. Stettler, and the defendant, Norris P. Stettler, be and the same are hereby dissolved and that each party hereto be and each of them is hereby released from all objections thereof and that the care, custody and control of Jeanne Carolyn Stettler, a daughter, born on December 8, 1943, be and the same is hereby given and awarded to the plaintiff subject, however, to the right in the defendant to visit said child at reasonable times and places and the right in the defendant to designate the person or persons with whom the child is placed during the daylight hours or other hours during which the plaintiff is employed, provided, further, however, that in the event the plaintiff remarries or otherwise removes the said child from the vicinity of Twin Falls, Idaho, then in that event, the plaintiff is to have the custody of said child only during the school months of each year and the defendant is to have the custody of said child during the non-school months of each year and that neither the plaintiff or the defendant shall remove the said child from the state of Idaho without written agreement with the other party or an order of the court authorizing the other party so to do.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That until the further order of the court in the premises the defendant pay to the plaintiff monthly, beginning on the 1st day of October, 1949, the sum of twenty dollars ($20.00) per month for the maintenance and support of said child and that in addition thereto, the defendant pay such medical and other expenses as may be incurred on account of the illness or injury to said minor child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said defendant pay the community debts and obligations of the parties hereto and at all times and in all respects save and hold the plaintiff and the property decreed to her harmless therefrom.

Dated in open court at Rupert, Minidoka County, Idaho, this 17th day of September, 1949.

District Judge

STATE OF IDAHO)
) ss.
County of Minidoka)

I, WORTH S. ELTON, Clerk of the District Court of the Eleventh Judicial District of the State of Idaho in and for Minidoka County, do hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce made and entered in said Court on the 17th day of September, 1949, in the case wherein Ethel M. Stettler was plaintiff and Norris P. Stettler was defendant and that the original of said Decree is now on file and of record in my office in the City of Rupert, Minidoka County, Idaho.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said court this 17 day of September, 1949.

Worth S. Elton
Clerk of the District Court
By Dorothy Hedrick Deputy.

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10713

JOANNE J. WHITE, Plaintiff

-vs-

EDGAR D. WHITE, Defendant

DECREE

FILED
AT 10:45 O'CLOCK A M
SEP - 2 1949
PHILIP W. SCHREER
Clerk of the District Court
By E. V. BECK, Deputy

Entered Vol. 17 Page 16
Docketed Vol. 10 Page [illegible]

This matter coming on regularly for hearing on this day, before the Honorable Leo McCarty, Judge of the above entitled Court, plaintiff appearing in person and by her counsel of record and the defendant failing to appear in person or otherwise, and it appearing that due and regular service of summons having been made upon the defendant and the time for answering having expired and no appearance having been made on behalf of the defendant and the default of the defendant having been duly and regularly entered, and that the defendant is not now in the services of the armed forces of the United States or any of its allies, and evidence having been adduced on behalf of the plaintiff and heard and considered by the Court and the Court finding that the allegations of plaintiff's complaint are true and that the defendant has been guilty of extreme cruelty toward the plaintiff, and it further appearing that plaintiff and defendant have entered into a property settlement agreement, dated the 11th day of August, 1949, and that said property settlement was fairly and equitably made and entered into, and the Court being fully advised in the premises enters judgment as follows:

IT IS ADJUDGED AND DECREED, that plaintiff is now, and for more than six months prior to the filing of the complaint herein was, a bona fide resident of the State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be, and the same hereby are, forever dissolved, and that the plaintiff be, and she hereby is awarded and granted an absolute divorce from the defendant, and the plaintiff and defendant and each of them, are hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following described property situate in the County of Clearwater, State of Idaho, to-wit: Lot Two (2), Block Ten (10), Brown's Second Addition to the Village of Weippe, according to the recorded plat thereof, be and the same is hereby awarded to plaintiff as her sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the personal property belonging to the parties hereto is awarded as follows: To plaintiff, all household furniture owned by the parties hereto; To the defendant, one Bay Mare and one Bay Colt.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that said property settlement and agreement dated August 11, 1949, the original of which is on file in this action, was fairly made and entered into, and the same is hereby approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff be, and she hereby is restored to her maiden name of Joanne J. Thomas.

DONE this 2nd day of September, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 2nd day of Sept., 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

VICTOR E. DOLEZAL, Plaintiff, vs. IVA M. DOLEZAL, Defendant.	NO. 10703

FILED
AT 10:30 O'CLOCK A M
SEP - 2 1949
CLERK
Clerk of the District Court
By [illegible] Deputy

Entered Vol. ____ Page ____
Docketed Vol. 16 Page 15

DECREE

The above entitled cause came on duly and regularly for hearing in Chambers at Lewiston, Idaho, on the 2d day of September, 1949, before the Honorable Leo McCarty, Judge of the above entitled Court. The plaintiff appeared in person and by his counsel of record, V. R. Clements, of Lewiston, Idaho, and no person or persons appeared for or on behalf of the defendant, Iva M. Dolezal; and it appearing to the Court and the Court having found that the defendant herein was duly and regularly served with Summons and Complaint in this action in the manner provided by law and that said defendant having failed to appear, demur, answer, or otherwise plead to said Summons and Complaint within the time provided by law, and the defendant having been in default and the default of said defendant having been duly and regularly entered herein pursuant to the Soldiers' and Sailors' Civil Relief Acts as required by law, and the cause having been duly and regularly set and having come on for hearing upon the Complaint of the plaintiff, and witnesses having been called, sworn and examined, and oral and documentary evidence having been adduced, heard and considered, and the cause having been fully submitted to the Court, and the Court having fully considered the same, and being fully advised in the premises, and finding

that the defendant has been guilty of extreme cruelty toward the plaintiff and that the allegations of the Complaint and each and all of them are true and supported by the evidence and that the parties have entered into a property settlement and separation agreement which has been introduced in evidence in the above entitled Court and cause, a duplicate original of which is attached to this Decree, marked "Exhibit A" and by reference made a part hereof, the same as if specifically set forth herein, and that said property settlement and separation agreement is fair and equitable, and the Court concluding as a matter of law that the plaintiff is entitled to a Decree of divorce as prayed for in his Complaint, and that said property settlement and separation agreement should be approved by this Decree,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

That the bonds of matrimony now and heretofore existing between the plaintiff, Victor E. Dolezal, and the defendant, Iva M. Dolezal, be and the same are hereby forever dissolved, and that the plaintiff be and he is hereby awarded and granted an absolute Decree of Divorce from the defendant and that the plaintiff and defendant be and each of them are hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the written agreement entered into by the plaintiff and defendant on the 20th day of August, 1949, is a fair, just and equitable provision for the division of the property rights of the plaintiff and defendant, and said agreement, the duplicate original of which is hereto attached marked "Exhibit A" and by

reference made a part hereof, the same as if specifically set forth herein, is hereby ratified, approved, and confirmed and declared binding upon the parties; and that the property therein described and set over to the defendant be and the same is hereby awarded to her and awarded and decreed to be her sole and separate property.

Done this 2d day of September, 1949, in Chambers.

Leo McCarty
Leo McCarty, District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears in file and of record in my office.
WITNESS my hand and official seal this 2nd day of Sept., 1949.

PHILIP WEISGERBER, Clerk

By E. Deer
Deputy

7550

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

L. H. KRUMSICK,

Plaintiff,

vs.

MARIAN HARRINGTON KRUMSICK,

Defendant.

NO. 10624

FILED
AT 10:15 O'CLOCK A M
SEP - 2 1949
Clerk of the District Court
By E. J. Lees.

Entered Vol. ... Page ...
Docketed Vol. 40 Page 25

D E C R E E

The above entitled cause came on duly and regularly for hearing in Chambers at Lewiston, Idaho, on the 2d day of September, 1949, before the Honorable Leo McCarty, Judge of the above entitled Court. The plaintiff appeared in person and by his counsel of record, V. R. Clements, and no person or persons appeared for or on behalf of the defendant, Marian Harrington Krumsick. It appeared to the Court that the defendant, Marian Harrington Krumsick, was duly and personally served with process of Summons and Complaint in the City of Lewiston, County of Nez Perce, State of Idaho, April 29, 1949, and that said defendant has failed to appear, demur, answer, or otherwise plead within the time provided by law, and it appearing to the Court upon reading and filing the Affidavit of L. H. Krumsick, the plaintiff in the above entitled action, which Affidavit is filed herein pursuant to the provisions of the Soldiers' and Sailors' Civil Relief Acts, that the defendant, Marian Harrington Krumsick, is not now in the military service of the United States of America in accordance with the terms of said acts, and the defendant having been in default and her default having been duly and regularly set for hearing, and evidence oral and documentary submitted, and the cause having been fully submitted to the

Court, and the Court having duly considered the same, and being fully advised in the premises, and finding that the defendant has been guilty of extreme cruelty toward the plaintiff, and that the allegations of the Complaint and each of them are true and supported by the evidence,

NOW, THEREFORE, based thereon,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the marriage of the plaintiff, L. H. Krumsick, and the defendant, Marian Harrington Krumsick, be and the same is hereby forever dissolved and that the plaintiff be and he is hereby awarded and granted an absolute Decree of Divorce from the defendant and that the plaintiff and defendant be and each of them are hereby restored to the status of single and unmarried persons.

Done in Chambers this 2d day of September, 1949.

Leo McCarty

Leo McCarty, District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 2nd day of Sept., 1949.

PHILIP WEISGERBER, Clerk

By E. Beck

Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

HARMAN LYLE BONNER)
Plaintiff)
-vs-) DECREE
BEATRICE E. BONNER)
Defendant)

10714

FILED
AT 10 40 O'CLOCK A M
SEP - 2 1949
PHILIP WESSERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 15

This matter coming on regularly for hearing on this day before the Honorable Leo McCarty, Judge of the above entitled Court, plaintiff appearing in person and by his counsel of record and the defendant failing to appear in person or otherwise, and it appearing that due and regular service of summons having been made upon the defendant and the time for answering having expired and no appearance having been made on behalf of the defendant and the default of the defendant having been duly and regularly entered, and that the defendant is not now in the services of the armed forces of the United States or any of its allies, and evidence having been adduced on behalf of the plaintiff and heard and considered by the Court and the Court finding that the allegations of plaintiff's complaint are true and that the defendant has been guilty of extreme cruelty toward the plaintiff, and it further appearing that plaintiff and defendant have entered into a property settlement agreement, dated the 12th day of August, 1949, and that said property settlement was fairly and equitably made and entered into, and the Court being fully advised in the premises enters judgment as follows:

IT IS ADJUDGED AND DECREED, that plaintiff is now, and for more than six months prior to the filing of the complaint herein was, a bona fide resident of the State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be, and the same hereby are, forever dissolved, and that the plaintiff be, and he hereby is, awarded and granted an absolute divorce from the defendant, and the plaintiff and defendant, and each of them, are hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following described property, situate in the County of Clearwater, State of Idaho, to-wit: Lot Ten (10) in Block Twenty-six (26) of Brown's Third Addition to the Village of Weippe, according to the recorded plat thereof, is hereby awarded to plaintiff as his sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of said minor child, Ronald L. Bonner, be, and the same is hereby awarded to plaintiff until furthher order of the Court, with the right of the defendant to visit said child at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that said property settlement and agreement dated August 12, 1949, the original of which is on file in this action, was fairly made and entered into and the same is hereby approved.

DONE this 2nd day of September, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 2nd day of Sept, 1949.

PHILIP WEISGERBER, Clerk

By _____
Deputy

7552

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

ARVID T. PERTTU, Plaintiff,
vs.
RUBY POULTER PERTTU, Defendant.

No. 10708

DECREE

FILED
10:35 A.M.
SEP - 2 1949
PHILIP W. ...BERGER
Clerk of the District Court
By E. V. BECK, DEPUTY

Entered Vol. ___ Page ___
Docketed Vol. 10 Page 25

The above-entitled cause came on regularly for trial before the Court at Lewiston, Idaho, on the 2nd day of September, 1949, at ten o'clock A.M. The plaintiff appeared in person and was represented by his attorney, Owen L. Knowlton. The defendant did not appear either in person or by attorney, and she having been regularly served with Summons and Complaint in this cause in the County of Nez Perce, State of Idaho, on the 9th day of August, 1949, and twenty days having expired since said service, and she having failed to appear, demur or answer within the time allowed by law, or at all, and she being in default, and her default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause. Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted, and the Court being advised in the premises makes the following Orders, Judgments and Decrees:

That the defendant was regularly served with Summons and Complaint in this cause in Nez Perce County, State of Idaho, on the 9th day of August, 1949.

That the allegations contained in Paragraphs I, II, III, IV and V of the plaintiff's Complaint are true as alleged, and are incorporated in this decree as Findings of Fact by reference with the same force and effect as though fully set forth herein. The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

First: That the Court has jurisdiction of the parties and the subject matter of this action.

Second: That the bonds of matrimony heretofore existing between the plaintiff, Arvid T. Perttu, and the defendant, Ruby Poulter Perttu, be and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

Third: That defendant be restored the name of RUBY POULTER, which was the name of said defendant prior to her marriage with said plaintiff.

Fourth: That the property settlement entered into between the parties, and by reference made a part hereof, and all the terms of said settlement contained in said agreement, are approved by the Court.

Dated this 2nd day of September, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 2nd day of Sept., 1949.
PHILIP WEISGERBER, Clerk
By [illegible] Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

PAULINE GUSSECK,

Plaintiff,

vs.

RAYMOND GUSSECK,

Defendant.

10709

FILED
10:00 O'CLOCK A.M.
SEP - 9 1949
PEARL WESCOMBE
Clerk of the District Court
By _____ Deputy

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECREE OF DIVORCE

This cause having come on duly and regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled Court, in Chambers, at Lewiston, Nez Perce County, Idaho, on this 9th day of September, 1949, the plaintiff appearing in person and by and through her attorney of record, and the defendant having accepted service of summons and complaint in this action at Lewiston, Nez Perce County, Idaho, on August 9, 1949, which Acceptance of Service is in writing and duly acknowledged by the defendant, and the defendant having certified in said Acceptance of Service that he was not a member of the military service of the United States and not entitled to the rights and benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the defendant having failed to appear, answer or demur to plaintiff's complaint within the time allowed by law, or at all, and the default of said defendant having been duly and regularly entered by the Clerk of this Court, and both oral and documentary evidence having been introduced by and on behalf of the plaintiff, and the Court being fully advised, both as to the facts and the law, FINDS:

That the allegations contained in paragraphs I, II, III, IV, V and VI of plaintiff's complaint are true as alleged and are incorporated herein as Findings of Fact by reference as though fully set forth herein.

The Court further finds that the property settlement agreement executed

Entered Vol. ____ Page ____
Rec'd Vol. 10 Page 16

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

between the parties hereto under date of August 9, 1949, introduced in evidence, is a fair and equitable settlement of the property rights as between the plaintiff and the defendant, and the same is hereby approved and the terms thereof incorporated herein as a part of this decree with the same force and effect as though the same were fully set forth herein;

That the plaintiff is a fit and proper person to have the care, custody and control of David John Gusseck of the age of 8 years and Paula Rae Gusseck of the age of 7 years, the minor children of the parties to this action, both of which children are in Lewiston, Nez Perce County, Idaho, residing with the plaintiff, and are subject to the jurisdiction of this Court.

From the foregoing Findings of Fact the Court concludes that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of cruelty; that the plaintiff should be awarded the sole care, custody and control of the two minor children above named, and that the property settlement agreement entered into between the parties to this action under date of August 9, 1949, should be approved.

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same are hereby dissolved and the plaintiff is granted an absolute decree of divorce from the defendant upon the grounds of cruelty.

2. That the sole care, custody and control of the two minor children of the parties to this action, to-wit, David John Gusseck, now of the age of 8 years, and Paula Rae Gusseck, now of the age of 7 years, be and the same is hereby awarded to the plaintiff, with the right in the defendant to visit said children at reasonable times and occasions.

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

3. That all of the right, title and interest acquired by the parties to this action under the contract of sale entered into between R. K. Gusseck and Mary Gusseck, his wife, as Vendors, and the parties to this action as Purchasers, in and to the real property described in said contract, be and the same is hereby awarded and set over to the plaintiff as her sole and separate property, and that all payments due or accruing under the terms of said contract shall from the date hereof be paid to the Vendors by the plaintiff; that the defendant, contemporaneously with the execution of the property settlement agreement entered into between the plaintiff and the defendant under date of August 9, 1949, made, executed and delivered to the plaintiff a quit-claim deed conveying any right, title or interest that the defendant had in and to said real property to the plaintiff; that the property settlement agreement entered into between the parties hereto is hereby approved and is made a part of this decree of divorce by reference as though fully set forth herein.

DONE in Chambers at Lewiston, Nez Perce County, Idaho, this 9th day of September, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Findings & Decree in the above entitled cause as the same now appears of file and of record in my office.
WITNESS my hand and official seal this 9th day of Sept., 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

SONJA PROFFITT,

Plaintiff,

vs.

LEONARD PROFFITT,

Defendant.

No. 10685

FILED
AT 10:45 O'CLOCK A M
SEP - 9 1949
E. J. SCHREIBER
Clerk of the District Court
By E. J. Schreiber
E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 10

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Lee McCarty, Judge of the above entitled court, at Ten o'clock A.M., on the 9th day of September, 1949. The plaintiff appeared in person and was represented by her attorneys Paul C. Keeton and Owen L. Knevelton. The defendant did not appear either in person or by attorney, and he having been served with Summons and Complaint in this cause within the State of Idaho on the 25th day of July, 1949, and twenty days having expired since said service and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following findings and decrees:

That the defendant was served with Summons and Complaint

in this cause within the State of Idaho at Lewiston, Nez Perce County, Idaho, on the 25th day of July, 1949.

That the allegations of the plaintiff's Complaint are as follows, to-wit; 1, that the plaintiff and defendant were married at Lewiston, Idaho, on the 14th day of April, 1948; 2, that the plaintiff is a bona fide resident of the State of Idaho; 3, that the plaintiff and defendant have acquired no community property; 4, that there have been no children born the issue of said marriage; 5, that the defendant has been guilty of willful neglect and non-support; and 6, that the defendant is gainfully employed and able to pay a reasonable attorney fee for procuring a divorce; and said allegations are incorporated in this Decree as Findings of Fact and are found by the Court to be true as alleged in said Complaint.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of willful neglect and non-support.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Sonja Proffitt, and the defendant, Leonard Proffitt, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plain-

tiff, Sonja Proffitt, be, and she hereby is awarded the sum of One Hundred Fifty ($150.00) Dollars attorney fees and costs; and the defendant, Leonard Proffitt, is hereby ordered to pay said sums to the plaintiff.

DATED at Lewiston, Idaho, this 9th day of September, 1949.

IRO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 9th day of Sept., 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

7555

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10699

MILTON MORRIS,)

Plaintiff,)

vs.) DECREE

MARJORIE MORRIS,)

Defendant.)

FILED
10:45 A.M.
SEP 13 1949
E. G. Beers
By _____ Deputy

This cause coming on regularly for hearing in open court before the Honorable Leo McCarty, Judge of the above entitled court, on the 13 day of September, 1949, plaintiff appearing in person and being represented by his attorney of record herein, Thomas A. Madden, and the defendant having been duly and regularly served with process, and having failed to appear, and the time for such appearance having expired, and defendant being now in default, and her default having been entered herein, and evidence having been introduced, heard and considered; and it appearing therefrom that all allegations of plaintiff's complaint are true, and the court being now fully advised in the premises, does hereby render its decree as follows, to-wit:

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 16

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage relationship heretofore existing between plaintiff and defendant be, and the same is hereby dissolved, and plaintiff is hereby given and granted a decree of divorce from said defendant.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff pay to defendant for the support of the minor children of said parties the sum of One Hundred Fifty ($150.00) Dollars per month while said children remain in custody of defendant or until said children respectively attain the age of majority, provided that, said payments shall be reduced by the sum of Fifty ($50.00) Dollars per month when Ruth Ellen Morris, daughter

of said parties shall have attained the age of majority, and shall be further decreased by the sum of Fifty ($50.00) Dollars per month when Neva Joy Morris, minor daughter of said parties shall have attained the age of majority.

Dated this 13 day of September, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 13th day of Sept., 1949.

PHILIP WEISGERBER, Clerk

By [illegible]
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

VALETHA M. INGHRAM,

Plaintiff,

vs.

FRANCIS L. INGHRAM,

Defendant.

No. 10695

FILED
A. 11:00 O'CLOCK A M
SEP 13 1949
PHILIP W. SCHREIBER
Clerk of the District Court
By E.V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. 20 Page 16
Docketed Vol. 20 Page 16

The above entitled cause came on regularly for trial in chambers at Lewiston, Idaho, before the Honorable Leo McCarty, Judge of the above entitled court, at Ten o'clock A.M., on the 13th day of September, 1949. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and he having been regularly and duly served with Summons and Complaint in this cause in the Territory of Alaska, pursuant to Affidavit and Order for service in a foreign jurisdiction, on the 5th day of August, 1949, and twenty days having expired since said service and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following findings and decrees:

That the defendant was served with Summons and Complaint in this cause at Fairbanks, Territory of Alaska, on the 5th day of August, 1949.

That the allegations of the plaintiff's Complaint are as follows, to-wit: 1, that the plaintiff and defendant were married at Grangeville, Idaho, on the 7th day of December, 1925; 2, that the plaintiff is a bona fide resident of the State of Idaho; 3, that the plaintiff and defendant have acquired no community property within the State of Idaho and the plaintiff makes no claim upon any property, real or personal, situate elsewhere; 4, that there are no minor children born the issue of said marriage whose custody it is necessary for the Court to adjudicate; and 5, that the defendant has been guilty of extreme cruelty; that all of said allegations are incorporated in this Decree as Findings of Fact and are found by the Court to be true as alleged in said Complaint.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff Valetha M. Ingram, and the defendant Francis L. Ingram, be, and the same are hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an

absolute decree of divorce from the defendant.

DATED at Lewiston, Idaho, this 13th day of September, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 13th day of Sept., 1949.

PHILIP WEISGERBER, Clerk

By [signature] Deputy

7557

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF
NEZ PERCE

- - - - - - - - - - - -

ESSIE DEYO,
Plaintiff,

-vs-

LEONARD C. DEYO,
Defendant.

10718

FILED
AT 2:45 O'CLOCK P M
SEP 13 1949
PHILLIP W. BOERGER
Clerk of the District Court
By E. V. BECK, DEPUTY

_D_E_C_R_E_E_

This cause came on duly and regularly for hearing before the Honorable Leo McCarty, Judge of the above entitled Court at Lewiston, Idaho, on the 13th day of September, 1949, the plaintiff appearing in person and with her counsel Paul W. Hyatt, and the defendant not appearing, and no one appearing for or on his behalf, all after the default of the defendant had been duly and regularly entered in the premises for his failure to demur or answer to plaintiff's Complaint, or in any way appear herein within the time allowed by law, after the defendant had been duly and regularly served with Summons and process in this action, and the necessary affidavit and order having been filed and entered herein in compliance with the Soldiers' and Sailors' Civil Relief Acts, and the Court having heard the evidence adduced on behalf of the plaintiff, and being fully advised in the premises, and finding that the defendant has been guilty of extreme mental and physical cruelty toward this plaintiff, and that the allegations of the Complaint are true and supported by the evidence.

NOW, THEREFORE, THE FOLLOWING DECREE IS MADE AND ENTERED BY THE COURT:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 16

PAUL W HYATT
ATTORNEY AT LAW
WEISGERBER BUILDING
LEWISTON, IDAHO

I.

That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same hereby are forever dissolved, and that the plaintiff be and she hereby is awarded and granted an absolute divorce from the defendant, and that the plaintiff and defendant and each of them be and they hereby are restored to the status of single and unmarried persons; that the plaintiff be and she hereby is awarded the care, custody and control of the minor children of the plaintiff and defendant, to-wit: Dwight Deyo and Eunice Deyo, and the defendant be and he hereby is ordered to pay to the plaintiff the sum of $75.00 per month for the care and support of said minor children, said payments to commence on the 15th day of September, 1949.

That further, the plaintiff be and she hereby is awarded all household furniture mentioned in her Complaint and that the defendant be and he hereby is awarded the automobile mentioned in plaintiff's complaint.

DONE this 13th day of September, 1949.

LEO McCARTY
District Judge.

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears in file and of record in my office.
WITNESS my hand and official seal this 13th day of Sept., 1949.

PHILIP WEISGERBER, Clerk
By E. V. Beck
Deputy

PAUL W HYATT
ATTORNEY AT LAW
WEISGERBER BUILDING
LEWISTON, IDAHO

7558

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

VIRGINIA KIEBERT,

Plaintiff,

vs.

H. V. KIEBERT,

Defendant.

No. 10659

FILED
11:15 A.M.
SEP 19 1949
PHILLIP W. STEINBRUNER
Clerk of the District Court
By E.V. BECK, Deputy

Entered Vol. ___ Page ___
Docketed Vol. 10 Page 16

DECREE OF DIVORCE

This cause having come on regularly for trial before the Court upon the stipulation of the parties; plaintiff appearing in person and by her attorneys, J. H. Felton and William J. Jones; and the defendant having been duly and regularly served with summons and having demurred, and having stipulated that upon hearing, if found proper by the Court, a decree should be entered herein; and the Court having heard the evidence in support of plaintiff's complaint, and, except as otherwise stipulated by the parties, having found that plaintiff's complaint is supported, and having read and approved the stipulation of the parties, and having concluded as a matter of law that the plaintiff is entitled to the relief herein given;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the plaintiff, Virginia Kiebert, and the defendant, H. V. Kiebert, be, and the same are hereby, dissolved, and the plaintiff is awarded an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, custody and control of Gail Kiebert is awarded to Virginia Kiebert, but the defendant, H. V. Kiebert, shall have the right to visit said child and to have her visit him at reasonable times and places, and the defendant, H. V. Kiebert, shall pay to Virginia Kiebert the sum of Forty Dollars ($40.00) per month each and every month, on or before the 10th day thereof, the first payment to be made immediately, and a payment of Forty Dollars ($40.00) to be made on or before the 10th day of each month thereafter, for the support and maintenance of the minor child, Gail Kiebert.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the "Agreement" dated the 13th day of August, 1949, by and between Virginia Kiebert and Herschel V. Kiebert, a true copy of which is attached to the "Stipulation For the Entry of Judgment" filed herein, is hereby approved, and the division of properties and the payments therein designated to be made are ordered to be made in accordance therewith.

DATED this 19th day of September, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 19th day of Sept., 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

7559

Book

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10729

VERNON C. SODORFF, Plaintiff,

-vs-

MINNIE G. SODORFF, Defendant.

FILED
AT 11⁰⁰ O'CLOCK A M
SEP 19 1949
PHILIP W. GERSHER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 16

This matter having come on regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and being represented by his attorney of record, Earle W. Morgan, and it appearing that the defendant was heretofore duly, regularly and personally served with process of Summons and copy of Summons and Complaint, and that more than 20 days have expired since the defendant was so served, and the time for such appearance by the defendant having expired by law, and the defendant being in default, and it appearing that the defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, nor an officer of the Public Health Service, detailed by proper authority for duty either with the Army or the Navy, nor on active duty with any branch of service above referred to, nor under training or education under the supervision of the United States preliminary to induction into military service, and the default of the defendant having been duly and regularly entered, and the plaintiff having adduced and submitted evidence substantiating the allegations of his Complaint, and the court being fully advised in the premises, and it appearing that all of the allegations of plaintiff's Complaint are true and supported by the evidence, and that a Decree should be

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

entered herein granting the plaintiff the relief prayed for in his verified Complaint, NOW THEREFORE,

IT IS ORDERED, ADJUDGED, AND DECREED, that the plaintiff be and he hereby is granted an absolute divorce from the defendant on the ground of extreme cruelty, and that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same hereby are in all respects and forever dissolved, and that the plaintiff and defendant be and they hereby are restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the care, possession, custody and control of Milo James Sodorff, minor child of plaintiff and defendant, be and the same hereby is awarded to the defendant, and that the plaintiff shall pay to the defendant for the care, education, support and maintenance of said minor child the sum of $50.00 per month until said minor child shall attain the age of 18 years, said payments to be made on or before the 10th day of each and every month.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that by reason of the Property Settlement and Agreement heretofore entered into between the parties hereto, quadruplicate original of which is hereto attached, marked EXHIBIT A, and made a part hereof by reference as completely as though set forth herein in full, that the purchasers' equity in and to the following described real property, situate in the County of Asotin, State of Washington, to-wit:

North Half of Lot 11, Block 11, West, of Clarkston, Asotin County, Washington,

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

shall be and the same hereby is awarded to the defendant, but on condition that if said property, or any interest therein, is sold by the defendant that the first $1,000.00 of the sale price thereof shall be deposited in an account in the State Bank of Clarkston, at Clarkston, Washington, in the name of said minor child, Milo James Sodorff, and said money shall be paid out only pursuant to the provisions and conditions, and under the circumstances, of Section FOURTH of said Property Settlement and Agreement. A certified copy of this Decree shall be filed with the County Auditor of Asotin County, Washington. Any purchaser of said real property, or any interest therein, from the defendant shall be obligated to see that the first $1,000.00 of said sale price is so deposited in said bank, but upon so doing such purchaser shall be relieved of all further obligation hereunder.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the said Property Settlement and Agreement, dated August 26th, 1949, (EXHIBIT A attached hereto), is fair and equitable, and the same has been fairly and equitably made and entered into, and the same is hereby approved, and each of the matters therein agreed to, or to be done, by either of the parties is hereby ordered done as fully and completely as though specifically ordered herein.

Dated this 19th day of September, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 19th day of Sept., 1949.

PHILIP WEISGERBER, Clerk

By E. V. Beck
Deputy

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

7560

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10614

ROY V. STARR,

Plaintiff,

vs.

EVA MAY STARR,

Defendant.

FILED
10 50 A
SEP 19 1949

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE OF DIVORCE

Entered Vol. ... Page ...
Docketed Vol. 20 Page 16

This cause having come on duly and regularly for hearing before the Hon. Leo McCarthy, Judge of the above entitled Court, in Open Court, on this 19th day of September, 1949, plaintiff appearing in person and by and through his attorney of record, and the defendant having been served with process by publication of summons pursuant to the order of this Court, and it appearing to the satisfaction of the Court that the defendant is not in the military service of the United States, and the default of said defendant having been entered by the Clerk of this Court for her failure to appear, answer or demur to plaintiff's complaint within the time allowed by law, or at all, and the Court having heard the evidence introduced by and on behalf of the plaintiff and being fully advised in the premises, FINDS:

That the defendant is not in the military service of the United States in any capacity and is not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended;

That the plaintiff and the defendant intermarried at Vancouver, Washington, on December 1, 1943, and ever since have been and now are husband and wife;

That the plaintiff is now and has been all his life an actual bona fide resident of the State of Idaho;

That no children have been born as issue of said marriage.

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

That the plaintiff and the defendant have acquired no property and no property rights need be adjudicated in this action;

That the defendant did on Christmas Day of 1945 voluntarily leave the plaintiff with the intent to desert him; that the plaintiff has tried to effect a reconciliation, the last such attempt being in the summer of 1946, but without avail; that the defendant refuses to return to the plaintiff and live with him as his wife, and has continued to live separate and apart from this plaintiff since the summer of 1946.

From the foregoing Findings the Court concludes that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of wilful desertion.

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY ORDERED, ADJUDGED and DECREED that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same are hereby dissolved and the plaintiff is hereby granted an absolute decree of divorce from the defendant.

DONE in Open Court at Lewiston, Idaho this 19th day of September, 1949.

District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Findings & Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 19th day of Sept., 1949.

PHILIP WEISGERBER, Clerk

By E. Peck Deputy

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

7561

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

JANE E. DENNY, Plaintiff,

vs.

DELMER E. DENNY, Defendant.

No. 10731

FILED
AT 10:30 O'CLOCK A M
SEP 23 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 16

D E C R E E

The above entitled cause came on regularly for trial before the Court at Lewiston, Idaho, on the 23rd day of September, 1949, at ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Owen L. Knowlton. The defendant did not appear either in person or by attorney, and he having been regularly served with Summons and Complaint in this cause in the County of Snohomish, State of Washington, pursuant to Affidavit and Order for service in a foreign jurisdiction, on the 30th day of August, 1949, and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default, and his default having been entered and a Non-military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause. Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted, and the Court being advised in the premises makes the following Orders, Judgments and Decrees:

That the defendant was regularly served with Summons and Complaint in this cause in Snohomish County, State of Washington, on the 30th day of August, 1949.

That the allegations contained in Paragraphs I, II, III, IV and V of the plaintiff's complaint are true as alleged, and are incorporated in this decree as Findings of Fact by reference with the same force and effect as though fully set forth herein. The Court concludes from the Findings of Fact that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Jane E. Denny, and the defendant, Delmer E. Denny, be and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

That the exclusive care, custody and control of Judy Ann Denny, minor child of the parties hereto, be and the same hereby is awarded to plaintiff subject to the right of defendant to visit said child at reasonable times and places.

DATED this 23rd day of September, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 23rd day of Sept., 1949.

PHILIP WEISGERBER, Clerk
By E. M. Beck
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

LLOYD E. MOON,

Plaintiff,

vs.

DOROTHY C. MOON,

Defendant.

No. 10656

FILED
AT 11:20 O'CLOCK A M
SEP 23 1949
PHILIP WEISGERBER
Clerk of the District Court
By G. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 16

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty, Judge of the above entitled court, at Ten O'Clock on the 23rd day of September, 1949. The plaintiff appeared in person and was represented by his attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and she having been regularly and duly served with Summons and Complaint in this cause in the State of Oregon, pursuant to Affidavit and Order for service in a foreign jurisdiction, on the second day of September, 1949, and twenty days having expired since said service and she having failed to appear, demur or answer within the time allowed by law, or at all, and she being in default and her default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 23rd day of Sept., 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

findings and decrees:

That the defendant was served with Another Summons and Amended Complaint in this cause at Portland, County of Multnomah, State of Oregon, on the 2nd day of September, 1949.

That the allegations of the Plaintiff's Amended Complaint are true as alleged and are incorperated in this Decree as Findings of Fact by reference with the same force and effect as though set forth herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Lloyd E. Moon, and the defendant, Dorothy C. Moon, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that as a part of the settlement of the community property between the parties, the plaintiff still owes the defendant the sum of One Hundred Sixty ($160.00) Dollars, payable at the rate of Forty ($40.00) Dollars per month, according to the allegations of Paragraph III of the plaintiff's Amended Complaint.

DATED at Lewiston, Idaho, this 23rd day of September, 1949.

LEO McCARTY
District Judge

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

BERNICE S. COLEMAN, Plaintiff, vs. JULIAN E. COLEMAN, Defendant,	NO. 10702

FILED
AT 10:15 O'CLOCK A M
SEP 24 1949
PHILIP WEISGERBER
Clerk of the District Court
By G. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ---- Page 16
Docketed Vol. 10 Page ----

D E C R E E

This cause having come on duly and regularly for hearing in open court before the Honorable Leo McCarty, Judge of the above entitled Court, on this 24th day of September, 1949, the plaintiff appeared in person and by her attorney, V. R. Clements, and no person or persons appeared for or on behalf of the defendant, Julian E. Coleman. It appeared to the Court that the defendant, Julian E. Coleman, was duly, regularly and personally served with process of Summons and Complaint, in the manner provided by law, pursuant to order of the above entitled Court, and that the said defendant has failed to appear, demur, answer or otherwise plead within the time provided by law, and it appearing to the Court upon reading and filing the affidavit of Bernice S. Coleman, the plaintiff in the above entitled action, which said affidavit is filed herein pursuant to the provisions of the Soldiers' and Sailors' Civil Relief Acts, from which it is found that the defendant, Julian E. Coleman, is not now in the military service of the United States of America, in accordance with the terms of said acts, and the defendant having been in default, and his default having been duly and regularly entered and filed herein, and this cause having been duly and regularly set for hearing, and evidence, oral and documentary submitted, and the cause having been fully

submitted to the Court, and the Court having duly considered the same, and being fully advised in the premises, and finding hereby:

1. That the plaintiff now is and for more than one year last past has been a bona fide resident of the State of Idaho

2. That the plaintiff and defendant intermarried at Burley, Idaho, July 14, 1925, and ever since have been and now are husband and wife

3. That there has been born and is now living as the issue of said marriage one minor child, to-wit: John Franklin Coleman, born March 9, 1941, who is now in the custody and under the control of the plaintiff who is a fit and proper person to have the care and custody and control of said minor. That the defendant is not a fit and proper person to have the care, custody and control of said minor child.

4. That since the marriage of the parties they have by their joint efforts and earnings accumulated the following described real property, to-wit:

   Lots Five and Six of Block Thirteen in the original townsite of Hansen, Twin Falls County, Idaho

5. That the defendant has been guilty of extreme cruelty toward the plaintiff in that for more one year prior to July 26, 1948, he inflicted a course of extreme, cruel and inhuman treatment upon and toward plaintiff in the particulars alleged in Paragraph V of the complaint, which is hereby referred to and by reference made a part hereof, the same as though specifically set forth herein, which allegations and each of them are hereby found to be true and supported by the evidence.

NOW, THEREFORE, based thereon,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage between the plaintiff, Bernice S. Coleman, and the defendant, Julian E. Coleman, be and the same is hereby forever dissolved, and that the plaintiff be and she is hereby awarded and granted an absolute decree of divorce from the defendant, and that the plaintiff and the defendant be and each of them are hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be and she is hereby awarded the absolute care, custody and control of John Franklin Coleman, the minor child of the parties, and that the defendant shall be required to pay for the care, maintenance, support and education of said minor child such sums as may hereafter be determined by subsequent order or decree of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the facts found herein, the following described real property all of which is situate, lying and being in Twin Falls County, State of Idaho, and particularly described as follows, to-wit:

Lots Five and Six of Block Thirteen in the original townsite of Hansen, Twin Falls County, Idaho

be and the same is hereby awarded to the plaintiff, Bernice S. Coleman, as her share of the community property heretofore acquired by the parties hereto, as her sole and separate property, free and clear of any right, title, claim, interest, equity and demand therein of the defendant, Julian E. Coleman.

Dated and signed this 24th day of September, 1949.

Leo McCarty
Leo McCarty, District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 24th day of Sept., 1949.

PHILIP WEISGERBER, Clerk

By E. M. Beck
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

WILLIAM BRANDES, by ALAN C. BRANDES, his father and natural guardian,

Plaintiff,

-vs-

CORINNE WALKER BRANDES,

Defendant.

No. 10755

DECREE ANNULLING MARRIAGE

FILED
AT 11:20 O'CLOCK A M
SEP 24 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

This cause came on duly and regularly for hearing before the Court at the Courtroom of said Court in Lewiston, Nez Perce County, Idaho, on September 24, 1949, plaintiff appearing in person and by his father, Alan C. Brandes, and by Cox, Ware & Stellmon, his attorneys of record herein, and the defendant appearing in person with her father, R. C. Walker, and it appearing to the Court that the said defendant was duly and regularly served with process of summons herein by personal service in the City of Lewiston, Nez Perce County, Idaho, on September 16, 1949, and that said defendant filed a demurrer and consent to overruling of said demurrer and entry of default herein and said defendant having refused to further plead, and being in default, and the default of the said defendant having been duly and regularly entered herein, and the cause coming on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined in open court, and oral and documentary evidence having been heard, submitted and considered, and Findings of Fact and Conclusions of Law having been filed herein,

NOW THEREFORE, based thereon the Court renders and enters herein its judgment and decree as follows:

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 16

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that the said marriage between William Brandes, a minor of the age of seventeen (17) years, the son of Alan C. Brandes, plaintiff herein, and Corinne Walker Brandes, defendant herein, be and the same is hereby set aside, annulled, held for naught and hereby declared to be wholly null and void from the date of this judgment, and the said William Brandes and Corinne Walker Brandes are and each of them is freed from the obligations thereof.

DONE in open court this 24th day of September, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree Annulling Marriage in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 24th day of Sept., 1949.

PHILIP WEISGERBER, Clerk

By E. Beck
Deputy

7565

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

EILEEN SANDLIN,
Plaintiff,
vs.
WILLIAM J. SANDLIN,
Defendant.

No. 10707 ✓

DECREE

FILED
AT 3:00 O'CLOCK
SEP 27 1949
PHILIP W. GERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 16

The above entitled cause came on regularly for trial before the Court at Lewiston, Idaho, on the 24th day of September, 1949, at 10:00 o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Owen L. Knowlton. The defendant did not appear either in person or by attorney, and he having been regularly served with Summons and Complaint in this cause in the County of Sutter, State of California, pursuant to Affidavit and Order for service in a foreign jurisdiction, on the 1st day of September, 1949, and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default, and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause. Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted, and the Court being advised in the premises makes the following Orders, Judgments and Decrees:

That the defendant was regularly served with Summons and Complaint in this cause in Sutter County, State of California, on the 1st day of September, 1949.

That the allegations contained in Paragraphs I, II, III, IV and V of the plaintiff's complaint are true as alleged, and are incorporated in this decree as Findings of Fact by reference with the same force and effect as though fully set forth herein. The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

First: That the Court has jurisdiction of the parties and the subject matter of this action.

Second: That the bonds of matrimony heretofore existing between the plaintiff, Eileen Sandlin, and the defendant, William J. Sandlin, be and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

Third: That plaintiff is awarded the care, custody and control of William J. Sandlin, Jr., minor child of the parties hereto, subject to the right of defendant to visit said child at reasonable times and places.

Dated this 27th day of September, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 27th day of Sept., 1949.
PHILIP WEISGERBER, Clerk
By [signature] Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF NEZ PERCE.

107391

LOUIS B. ALEXANDER
Plaintiff

vs.

VELMA MARIE ALEXANDER
Defendant

DECREE

FILED
AT 11⁰⁰ O'CLOCK A M
SEP 28 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 17

The above entitled cause came on regularly for hearing in open court on the 28th day of September, 1949, before the Honorable Leo McCarty, Judge of the above entitled court. The plaintiff appeared in person and by his attorney, Russell S. Randall, and no person or persons appeared for or on behalf of the defendant Velma Marie Alexander. It appeared to the Court that the defendant, Velma Marie Alexander, was duly and regularly served with process of Summons and Complaint in Madison County, Nebraska on the 6th day of September, 1949, and that said defendant has failed to appear, demur, answer or otherwise plead within the time provided by law, and that the defendant having been in default and her default having been duly and regularly entered herein and this cause having been duly and regularly set for trial and evidence oral and documentary submitted and the cause having been fully submitted to the Court and the Court having duly considered same and it appearing to the Court that all of the allegations in plaintiff's complaint are true,

Now, therefore, based thereon.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between plaintiff and defendant be and the same

are hereby dissolved and that the plaintiff Louis S. Alexander is hereby granted an absolute decree of divorce from the defendant, Velma Marie Alexander on the grounds of extreme cruelty, and said parties are, after the entry of this decree, each restored to the status of a single person.

Dated this 28th day of September, 1949.

LEO McCARTY

DISTRICT JUDGE

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 28th day of Sept., 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

7567

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

BOYD K. GOODALL, Plaintiff,

-vs-

MARGARET C. GOODALL, Defendant.

No. 10722

FILED
AT 10:00 O'CLOCK A M
SEP 28 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

This matter having come on regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and being represented by his attorney of record, Earle W. Morgan, and it appearing that the defendant was heretofore duly, regularly and personally served with process of Summons and copy of Summons and Complaint, and that more than 20 days have expired since the defendant was so served, and the time for such appearance by the defendant having expired by law, and the defendant being in default, and it appearing that the defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, nor an officer of the Public Health Service, detailed by proper authority for duty either with the Army or the Navy, nor on active duty with any branch of service above referred to, nor under training or education under the supervision of the United States preliminary to induction into military service, and the default of the defendant having been duly and regularly entered, and the plaintiff having adduced and submitted evidence substantiating the allegations of his Complaint, and the court being fully advised in the premises, and it appearing that all of the

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EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

allegations of plaintiff's Complaint are true and supported by the evidence, and that a Decree should be entered herein granting the plaintiff the relief prayed for in his verified Complaint, NOW THEREFORE,

IT IS ORDERED, ADJUDGED, AND DECREED, that the plaintiff be and he hereby is granted an absolute divorce from the defendant on the ground of extreme cruelty, and that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same hereby are in all respects and forever dissolved, and that the plaintiff and defendant be and they hereby are restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the care, possession, custody and control of the minor children of plaintiff and defendant, namely, Dorothy Jean Goodall, Robert Boyd Goodall, and Joan Louise Goodall, be and the same hereby is awarded to the defendant; that the plaintiff shall pay to defendant for the support and maintenance of said minor children the sum of $40.00 per month, beginning on the 10 day of October, 1949, said payments to continue until the youngest of said children reaches the age of 18 years.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that any community property in defendant's possession belonging to plaintiff and defendant, be and the same hereby is awarded to the defendant.

Dated this 28th day of September, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 28th day of Sept., 1949.

PHILIP WEISGERBER, Clerk
By _____ Deputy

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

7568

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

MARGARETHA M. MARTENSEN,) 10692

Plaintiff,)

vs.) DECREE

LIEF M. MARTENSEN,)

Defendant.)

FILED
AT 10:30 O'CLOCK A M
SEP 29 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

Entered Vol. ___ Page ___
Docketed Vol. 10 Page 17

This cause coming on regularly for hearing before the Honorable Leo McCarty, Judge of the above entitled court, on the 29th day of September, 1949, plaintiff appearing in person and being represented by her attorney, and defendant having been duly and regularly served with process, and having failed to appear, and the time for such appearance having expired, and defendant being now in default, and his default having been entered herein and evidence having been introduced, heard and considered; and it appearing therefrom that all allegations of plaintiff's complaint are true, and the court being now fully advised in the premises, does hereby render its decree as follows, to-wit:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage relationship heretofore existing between plaintiff and defendant, be, and the same is hereby dissolved, and plaintiff is hereby given and granted a decree of divorce from said defendant.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff, Margaretha M. Martensen, be, and she is hereby granted and awarded the sole and exclusive care, custody and control of Carol Sue Martensen, the minor child of the parties to this action.

Done in open court this 29th day of September, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 29th day of Sept., 1949.
PHILIP WEISGERBER, Clerk
By E. V. Beck
Deputy

4

7569

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE.

* * * * *

MILTON I. BOOTH,
Plaintiff,
-vs-
BETTY JEAN BOOTH,
Defendant.

* * * * *

DECREE

2256

9/26/49 1:30 PM
F. M. Hobbs

The above-entitled action came on ~~regularly to~~ be heard and tried before the Court at Chambers in Boise, Ada County, State of Idaho, sitting without a jury, on the 20th day of September, 1949, plaintiff appearing in person and with his attorney, Milo Axelsen, and the defendant not appearing either in person or by attorney; and the Court having heretofore entered the default of the defendant, the Court proceeded to hear the evidence introduced in support of plaintiff's complaint; and it appearing to the Court that the defendant is guilty of extreme cruelty, and the Court being fully advised in the premises,

IT IS ORDERED, ADJUDGED and DECREED that the Plaintiff, Milton I. Booth, be divorced from the Defendant, Betty Jean Booth, and that the bonds of matrimony heretofore existing between the Plaintiff and the Defendant be dissolved.

Dated at Chambers in Boise, Ada County, State of Idaho, this 20th day of September, 1949.

Chas. F. Koelsch
District Judge.

STATE OF IDAHO, }
County of Owyhee, } ss.

I, F.M.Hobbs, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Decree-Milton I.Booth, vs Betty Jean Booth,

filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26th day of September, 1949.

F. M. Hobbs
Clerk.

By ....., Deputy.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

* * * * *

COPY

EVELYN COON, Plaintiff, -vs- JAMES EDWARD COON, Defendant.

No. 2708

Filed & entered Sept. 19, 1949 Dillian Wilson Clerk

DECREE OF DIVORCE

- - - - -

This cause came on regularly for hearing this 19th day of September, 1949, plaintiff appearing in person and by her attorneys of record Welker & Daniel, of Payette, Idaho, and defendant appearing by a General Appearance and Waiver, in which said defendant states he is not a member of the Armed Services of the United States of America or entitled to any rights by virtue of the Soldier and Sailors' Civil Relief Act of 1940, as amended, and defendant in said General Appearance and Waiver having admitted due and legal service of summons, and having refused to plead further in said matter and consenting that his default might be entered and the Court hear testimony and evidence introduced by plaintiff in support of her cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grievous mental suffering and bodily injury in and upon the person of the plaintiff, all without cause or provocation,

NOW, Therefore, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the plaintiff Evelyn Coon and the defendant James Edward Coon, be, and the same are hereby dissolved, and the plaintiff be and she is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of extreme cruelty as prayed for in her complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons; and,

It is hereby further ORDERED, ADJUDGED and DECREED, That plaintiff is awarded the care, custody and control of Michael James Coon, minor son of the

parties hereto, subject to reasonable rights of visitation on the part of the defendant.

Done in Open Court this 19th day of September, 1949, at Payette, Idaho.

A. O. Sutton
District Judge

STATE OF IDAHO)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree of Divorce has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2708.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19 day of September, 1949.

Lillian Wilson
Clerk of the District Court.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

* * * * *

COPY

LILLIAN KOHTZ,

Plaintiff,

-vs-

RAY KOHTZ,

Defendant.

No. 2697

Filed and entered Sept. 19, 1949 Lillian Wilson Clerk

DECREE OF DIVORCE

- - - - -

This cause came on regularly for hearing this 19th day of September, 1949, plaintiff appearing in person and by her attorney of record Vernon Daniel, Esq., of Payette, Idaho, and defendant not appearing in person, or otherwise, and it appearing to the Court that said defendant has been duly and regularly served with summons by personal service within the State of Idaho and the time for answering or appearing in said matter having expired, the default of the defendant was duly and regularly entered, and, it appearing that the defendant does not come within the Soldier and Sailors' Civil Relief Act of 1940, as amended, the Court then proceeded to hear the testimony and evidence introduced by the plaintiff in support of her cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grievous mental suffering and bodily injury in and upon the person of the plaintiff, all without cause or provocation,

Now, Therefore, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the plaintiff Lillian Kohtz and the defendant Ray Kohtz, be, and the same are hereby dissolved, and the plaintiff be and she is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of extreme cruelty as prayed for in her complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons;

It is hereby further ORDERED, ADJUDGED and DECREED, That the Property

Settlement Agreement, a copy of which is hereto attached and marked Exhibit 'A', is approved by the Court and made a part of this Decree of Divorce; and,

It is hereby further ORDERED, ADJUDGED and DECREED, That plaintiff's former name of Bebb, is restored to her.

Done in Open Court this 19th day of September, 1949, at Payette, Idaho.

A. O. Sutton
District Judge

Exhibit 'A'

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made and entered into this 15th day of July, 1949, by and between Lillian Kohts of Payette, County of Payette, State of Idaho, hereinafter called the wife, and Ray Kohts of Payette, County of Payette, State of Idaho, hereinafter called the husband, WITNESSETH: That

WHEREAS, The parties hereto are now husband and wife and have been living together as such since their marriage, but unhappy and insurmountable conditions exist and will continue to exist between them making it impossible for them to so live together hereafter and for that reason they deem it best that their property interests be settled between them, both as to present property rights and also as to future interests and property rights, and for that reason and for that purpose said parties agree as follows:

1. That they shall from the date hereof henceforth live separate and apart from each other, and neither shall in anywise molest or interfere with the personal liberty of the other; that neither shall make any demands upon the other in any other way than as may be provided in this agreement.

2. That the husband shall give to the wife a Bill of Sale conveying to the wife any and all right, title, claim and interest he has or may have in and to the following described personal property:

Hotpoint electric stove
Dexter washing machine
Chromium table & 4 chairs
Coronado radio
GE refrigerator
Electrolux vacuum cleaner
Seth Parker clock
Various clothings, linens & household items
One 1948 Oldsmobile, subject to a loan of $300.00 with the Pacific Finance Corporation.

3. That the husband shall retain and keep as his sole and separate property the following:

Power saw
All Carpenter tools & wrenches
Hip boots
Winchester 12-ga pump shotgun
Fishing tackle
Telescope Fly rod.

4. It is agreed that the income, earnings and accumulations of each of the parties hereto shall hereafter be the sole and separate property of the one receiving and having the same, free and clear of all rights, interests and demands

of the other party.

5. It is also understood that there is now pending an action of divorce between the parties hereto in the Seventh Judicial District of the State of Idaho, in and for the County of Payette, and it is agreeable with both parties that this Property Settlement Agreement shall be presented to the Court upon the hearing of this divorce and it shall be asked that this Property Settlement Agreement be approved by the Court; and that the wife has agreed to accept $83.75, receipt of which is hereby acknowledged, as complete settlement from the husband for all costs, suit moneys and attorney fees in this action.

6. It is also agreed between these parties that so long as the son Richard Kohts, aged 14 years, is in the care, custody and control of his paternal grandparents, Richard and Anna Kohts of Aurora, Nebraska, no support moneys for his care and custody shall be required to be paid by the husband to the wife.

7. It is also agreed that the former name of the wife may be restored to her by the Court.

8. It is also agreed between both parties hereto that the husband will at this time pay all the debts which are now contracted by both or either party except for a loan of $300.00 from the Pacific Finance Corporation on the 1948 Oldsmobile sedan which has been set aside to the wife as her sole and separate property; and in the event that the husband fails to pay all the debts, the wife is not to be held responsible for the same. It is agreed that any debts which may be accumulated by either party from this time hence shall be the sole and separate debt of the party so acquiring the same and that the other party or his property shall in no wise be responsible for said obligation or obligations.

9. It is further agreed that in case either party shall hereafter request the execution of any reasonable and proper instrument by the other in order to remove question from title to property of the party requesting such instruments, or any other reasonable reason, the one so requesting for such instrument shall with due diligence execute same upon the request of the other party, but all expense thereof shall be paid by the party requesting same, and this provision shall continue in full force and effect.

10. It is also agreed that this agreement is voluntarily entered into by

each party, without threat of any kind and without coercion or undue influence or misrepresentation on the part of any one or at all, and with full understanding of all the terms and conditions hereof.

IN WITNESS WHEREOF, Said parties have hereunto set their hands and seals, the day and year first above written.

Lillian Kohtz
Lillian Kohtz — wife

Ray Kohtz
Ray Kohtz — husband

STATE OF IDAHO)
: ss.
County of Payette)

On this 15th day of July, 1949, before me the undersigned, a Notary Public for the State of Idaho, personally appeared LILLIAN KOHTZ, known to me to be the person whose name is subscribed to the within Property Settlement Agreement, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(S E A L)

Violet M. Robinson
Notary Public for Idaho
Residing at Payette, Idaho

STATE OF IDAHO)
: ss.
County of Payette)

On this 15th day of July, 1949, before a Notary Public for Idaho, personally appeared RAY KOHTZ, known to me to be the person whose name is subscribed to the within Property Settlement Agreement, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(S E A L)

Violet M. Robinson
Notary Public for Idaho
Residing at Payette, Idaho

STATE OF IDAHO)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree of Divorce has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2697.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19 day of September, 1949.

Lillian Wilson
Clerk of the District Court.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

* * * * *

MARGARET LANGLEY,

Plaintiff,

-vs-

BILLEY LANGLEY,

Defendant.

No. 2692

Filed and entered Sept. 19, 1949 Lillian Wilson, Clerk.

DECREE OF DIVORCE

- - - - -

This cause came on regularly for hearing this 19th day of September, 1949, plaintiff appearing in person and by her attorneys of record Welker & Daniel, of Payette, Idaho, and defendant not appearing in person, or otherwise, and it appearing to the Court that said defendant has been duly and regularly served with summons by personal service within the State of Idaho and the time for answering or appearing in said matter having expired, the default of the defendant was duly and regularly entered, and, it appearing that the defendant does not come within the Soldier and Sailors' Civil Relief Act of 1940, as amended, the Court then proceeded to hear the testimony and evidence introduced by the plaintiff in support of her cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grievous mental suffering and bodily injury in and upon the person of the plaintiff, all without cause or provocation,

Now, Therefore, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the plaintiff Margaret Langley and the defendant Billey Langley, be, and the same are hereby dissolved, and the plaintiff be and she is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of extreme cruelty as prayed for in her complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons;

It is hereby further ORDERED, ADJUDGED and DECREED, That all the community property of the parties hereto is awarded to the plaintiff as her sole and

and separate property, to-wit:

Realty —
That part of Block 7 of Assessor's Plat of Riverside, according to the recorded plat thereof on file and of record in the office of the County Recorder of Payette County, Idaho, particularly described as follows:

Commencing at a point 25 feet North and 920.7 feet West of the Southeast corner of Government Lot 2 in Section 28, Township 9 North, Range 5 West of the Boise Meridian, run thence North 101.43 feet; thence West 85.8 feet; thence South 101.43 feet; thence East 85.8 feet to the point of beginning;

Personal Property —
Furniture, fixtures and appliancesin and upon the above-described property, along with personal clothing of plaintiff and the minor children; and,

one 1949 Hudson 4-door Sedan, tan and brown, on which the community has an equity of approximately $2200.00, with a balance due of 707.50;

It is hereby further ORDERED, ADJUDGED and DECREED, That the plaintiff is awarded the care, custody and control of Billey Arnold Langley and Sandra Jean Langley, minor children of the parties hereto, subject to reasonable rights of visitation on the part of the defendant;

It is hereby further ORDERED, ADJUDGED and DECREED, That defendant pay to the plaintiff the sum of Twenty-five Dollars ($25.00), per month, for the care, support, maintenance and education of Billey Arnold Langley; said payments to commence on the 1st day of November, 1949, and to continue monthly thereafter until said child reaches the age of his majority or unless he sooner marries;

It is hereby further ORDERED, ADJUDGED and DECREED, That defendant pay to the plaintiff the sum of Twenty-five Dollars ($25.00), per month, for the care, support, maintenance and education of Sandra Jean Langley; said payments to commence on the 1st day of November, 1949, and to continue monthly thereafter until said child reaches the age of her majority or unless she sooner marries;

It is hereby further ORDERED, ADJUDGED and DECREED, That defendant pay to the plaintiff the sum of One Hundred Dollars ($100.00), attorneys' fees in this action; and,

It is hereby further ORDERED, ADJUDGED and DECREED, That defendant pay to the plaintiff the sum of Thirty-two and 50/100 Dollars ($32.50), costs and suit money incurred in this action.

Done in Open Court this 19th day of September, 1949, at Payette, Idaho

A. O. Sutton
District Judge

STATE OF IDAHO)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree of Divorce has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2692.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19 day of September, 1949.

Lillian Wilson
Clerk of the District Court.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE.

Richard Thorne Trefren,

Plaintiff,

-vs-

Eva Marion Trefren,

Defendant.

Action No. 2712

Filed and entered
Sept. 19,1949
Lillian Wilson,
Clerk.

D E C R E E

This cause came on regularly to be heard in open Court on the 19th day of September, 1949, and it appearing to the Court that the defendant, Eva Marion Trefren, was duly and regularly served with process herein by personal service of Another Summons upon her in the State of Oregon, according to law, and that she has failed to appear in any manner or at all herein although the time for appearance has fully expired, and a proper and sufficient affidavit showing that the defendant was not at any time during the pendency of this action, and is not now in the service of the United States of America, either army or navy, or otherwise, having been filed herein and based thereon a Judge of this Court made and there was filed an order permitting the default of said defendant to be entered upon proper and sufficient showing of service upon said defendant, and thereupon and on such order and showing of proper service upon said defendant, the Clerk of this Court duly entered the default of the said defendant, and the Court thereupon proceeded to try said cause.

The Court having heard the testimony of the plaintiff and a witness in his behalf and having examined the evidence in support of the allegations of the complaint herein, and the matter having been submitted to the Court for judgment, and the Court having considered the evidence and being fully advised in the premises finds: That all the material allegations of the plaintiff, as set forth in his complaint herein, are true, to-wit: That plaintiff and defendant intermarried as alleged in said complaint; that plaintiff is and for more than six weeks preceding the commencement of this action was a bona fide resident of the State of Idaho; that plaintiff and defendant ceased to live together as husband and wife as alleged in

said complaint and ever since they so ceased to live together have been and now are living separate and apart; that the defendant has been guilty of extreme cruelty in her conduct toward and treatment of the plaintiff as alleged in said complaint, without just cause on the part of the plaintiff; that the acts of the defendant toward the plaintiff caused plaintiff great mental anguish and humiliation as same were intended to do.

That there were born as the issue of said marriage three children, to-wit: Richard Thorne Trefren, Jr., aged 9 years; Timothy Nelson Trefren, aged 5 years, and Donna Reniegh Trefren, aged 3 years; which children have been with the plaintiff since the date of the separation of the parties to this action and are now with him and being taken care of by him; that plaintiff is a proper person to have the custody of said children awarded to him and that he desires to have same so awarded, and that the care, custody and control of said minor children should be so awarded to the plaintiff; that there is no property of any kind or character belonging to the plaintiff and defendant herein in the State of Idaho, or elsewhere.

The Court, therefore, finds that plaintiff is entitled to judgment and decree of this Court dissolving the bonds of matrimony now existing between himself and the said defendant, on the grounds of extreme cruelty of the defendant toward the plaintiff; that the care, custody and control of the minor children of said marriage should be awarded to the plaintiff.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED and DECREED, That the marriage between the plaintiff, Richard Thorne Trefren, and the defendant, Eva Marion Trefren, be, and the same hereby is dissolved on the grounds of extreme cruelty of the defendant toward the plaintiff, and that both parties be, and they are hereby, relieved of all the obligations of said marriage and are returned to the status of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED and DECREED, That the plaintiff is hereby awarded the care, custody, control and education of the minor children of the marriage of the parties to this action, to-wit: Richard Thorne Trefren, Jr., Timothy Nelson Trefren and Donna Reniegh Trefren, but that the defendant shall have the right to visit said children at any and all reasonable times and places.

Done in open Court this 19th day of September, 1949.

_____

District Judge

7574

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER.

ANNIE D. KILDEW,)
Plaintiff,)
vs.) DECREE OF DIVORCE
JOHN R. KILDEW,)
Defendant.)
)

Case No. 3571
Instrument No. 7
Filed Sept. 12-
Lloyd Stivers
Deloris Isbell
Deputy

This cause came regularly on for trial on the 12th day of September, 1949 before the Honorable L. E. Glennon, District Judge. B. W. Davis and L. F. Racine, Jr., attorneys at law appeared for and on behalf of the Plaintiff. O. R. Baum, attorney at law appeared for and on behalf of the Defendant. Evidence was introduced upon the issues framed by the Complaint of the Plaintiff and the Answer of the Defendant. Findings of Fact and Conclusions of Law were expressly waived by the parties and said cause submitted for decision: The Court being now fully advised on the law and the premises, IT IS HEREBY ORDERED, ADJUDGED AND DECREED.

I.

That a Divorce be and the same is hereby granted the Plaintiff and that the marriage existing between the said Annie D. Kildew and John R. Kildew is hereby dissolved and each of the parties be and they are hereby restored to the status of single persons.

II.

That the parties hereto have no community property as a result of said marriage.

III.

That the parties have no children as a result of said marriage.

IV.

That the property-settlement agreement as testified as

having been entered into between the parties is hereby approved and confirmed and that in accordance with said agreement the Plaintiff is awarded the sum of $285.90 in lieu of all claims for support, maintenance , attorneys fees and costs of this suit;

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Plaintiff's maiden name of Annie D. Lish be restored to her.

DATED this 12th day of September, 1949.

L. E. Glennon
District Judge

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE OF DIVORCE in the case of ANNIE D. KILDEW vs. JOHN R. KILDEW as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 28th day of September, 1949.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen L. Hall
Deputy

IN THE DISTRCIT COURT OF THE FIFTH JUDICIAL DISTRCIT ,OF THE, STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER.

Book 97
Page 123

DORTHY GORGENA LANGER. * (COPY).

Plaintiff. *

vs. * DECREE.

ELMER LEO LANGER. *

Defendnat. *

3605
5
Sept. 21-1949
Lloyd Stuart
Helen Hall

****

This cause came on regularly for hearing, before the Court, without a jury, the court sitting in Chambers in the Court- House of Bannock County, Idaho at 4.30 o'clock P.M, on the 15th day of September, 1949. Plaintiff appearing in person, and by and through plaintiffs attroney P.C.O'Malley. The defendant not appearing either in person or by counsel. The files and record in this cause showing that the defendant was personaly served with the summons in said cause, with a copy of the complaint attached at New Meadows, Idaho, the return of the Sheriff of Adams County, Idaho showing that the defendant was so served on the 24th day of August, 1949, and the record further showing that more than 20 full days has elapsed since service was made on defendant, and no appearance of any kind, having been made by the defendent, and no pleading of any character having been filed by the defendant to said complaiint, and the Clerk of this Court having duly and legaly entered Clerk's default against the defendant. The Court proceeded to hear the testimony on behalf of the plaintiff, and from said sworn testimony; the court finds that Dorthy Gorgena Langer, the plaintiff and Elmer Leo Langer the defendant, were married on or about the 13th day of October, 1938, in the City of Idaho Falls, Idaho, and ever since have been legal husband and wife; that the plaintiff has been a legal resident of the state of Idaho continuously since the date of such marriage at the time of the commencement of this action; that there are no children the fruits

of this marriage; that there are no property rights of and kind or descriptionexisting between the parties at the time of the commencement of this action; that all the allegations made in plaintiffs complaintagainst the defendant has been sustained by plaintiff's testimony adduced, and that the plaintiff is entitled to all of the relief prayed for in plaintiff's complaint, and the Court being fully adavised in the matter renders its decree as follows to-wit:

It is Ordered, Adjudged and Decreed; that the contract of marriage made and entered into on the 13th day or October, 1938, by and between the plaintiff Dorthy Gorgena Langer, and the defendant Elmer Leo Langer is hereby disolved and said contract cancelled as to both parties, and hence forth held for naught, and that both of said parties is henceforth restored to the status of single persons.

Dated this 15th Day of September, 1949.

L.E . Glennon

Judge of the District Court.

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the case of DORTHY GORGENA LANGER vs. ELMER LEO LANGER as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 28th day of September, 19 49.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen C Hall
Deputy

7576

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL
DISTRICT OF THE STATE OF IDAHO, IN AND
FOR THE COUNTY OF POWER.

8606
9
Sept. 12- 49
Lloyd Stark
Helen Stark

CECIL RAMSEY HATFIELD,

Plaintiff,

VS.

ZELMA LENORE HATFIELD,

Defendant.

D E C R E E

The above entitled action came on to be heard at Chambers at Pocatello, Idaho, before the Court on the 16th day of September, 1949, plaintiff appearing in person and by his Attorney, Chas. T. Cotant, and the defendant not appearing, either in person or by an attorney;

Upon said hearing, it appearing to the satisfaction of the Court that the defendant, Zelma Lenore Hatfield, was duly served with summons on the 25th day of September, 1949, as appears on the return of the summons on file herein, and the statutory period of twenty days having elapsed, and a Clerk's default having been duly entered, according to law and the Court having considered the law, and the evidence, and it appearing satisfactorily to the Court that each and all of the material allegations and averments in plaintiff's complaint are true;

Now therefore, it is ORDERED, ADJUDGED and DECREED that the above named plaintiff is entitled to a divorce upon the grounds stated in his complaint, and the bonds of matrimony heretofore existing between plaintiff and defendant should be dissolved.

It is therefore ORDERED that it be dissolved and that each of them, the plaintiff and the defendant are hereby restored to a single, unmarried state;

It further appearing that there are three children, the

issue of the said marriage, who are now residing at Grand Island, Nebraska, it is further ORDERED and DECREED that this Court, subject to the order of the District Court of Paul County, Nebraska, gives the care and custody of the said children, namely, Janyth L. Hatfield, Dean M. Hatfield and Penny C. Hatfield, to the plaintiff herein.

Dated this 17th day of September, 1949.

T E Ellsworth
District Judge.

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, Hazel Stuart, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original Decree in the Case of CECIL RAMSEY HATFIELD VS. ZELMA LENORE HATFIELD as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 7th day of October, 1949.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

7577

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR POWER COUNTY.

Helen W. Stitt,

Plaintiff,

vs.

Samuel C. Stitt,

Defendant.

DECREE

This cause came regularly on for hearing September 28th, ~~1949~~ 1949, before the Honorable L. E. Glennon, Judge of the above entitled Court at Chambers, in Pocatello, Bannock County, Idaho, the plaintiff being present in person and by her attorney, W. C. Loofbourrow, and the defendant coming not but making default herein, his default is hereby entered against him: The Court examines the service of summons and finds that the defendant has, in writing duly acknowledged, before a notary public, admitted service of summons personally in Power County, Idaho, in manner and form as provided by law and has submitted himself to the jurisdiction of this Court in all matters connected with this action, has waived his statutory time within which to plead and reserved two days from September 20th, 1949, within which to plead to the complaint on file herein, and consented that if no plea were entered by him within two days from September 20th, 1949, that Clerk's Default might be entered against him and judgment entered in accordance with the prayer of said complaint: and more than two days having elapsed since September 20th, 1949, and the defendant having failed to appear and plead, and a Clerk's Default has been entered against him: That by reason of making such default the defendant has waived the making of findings of fact and conclusions of law, and after the submission of evidence and the Court being fully informed in the premises, and it appearing that the allegations of the said complaint are true, the Court finds and

It is ORDERED, ADJUDGED and DECREED, That the plaintiff, Helen W. Stitt, be, and she is hereby, granted a divorce from the defendant, Samuel C. Stitt, on the grounds of extreme cruelty: That the bonds of matrimoney heretofore existing

between the parties to this action are hereby dissolved, and each of said parties is hereby restored to the status of a single person.

Dated: September 28th, 1949.

L. E. Glennon,
District Judge.

State of Idaho,)
) SS:
County of Power.)

I, Hazel Stuart, Clerk of the District Court and ex-officio Auditor and Recorder, and Clerk of the Board of County Commissioners of Power County, Idaho, hereby certify that the annexed is a full, true and correct copy of DECREE in the case of Helen W. Stitt vs. Samuel C. Stitt, the original of which is now on file and of record in the office of said Court.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 28th day of September , 1949.

Hazel Stuart, Clerk,

By Helen Hall
Deputy.

(Seal)

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the case of Helen W. Stitt vs. Samuel C. Stitt as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 7th day of October, 19 49.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall,
Deputy

7578

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

LYLE K. GROSS,

Plaintiff,

vs.

LAVON GROSS, also known as BONNIE GROSS,

Defendant.

No. 10865

DECREE OF DIVORCE

The above entitled action came on regularly to be heard by the Court, sitting without a jury on the 2nd day of September, 1949. The plaintiff appeared in person and by his attorney, Dale Austin and there was no appearance by or on behalf of the defendant.

It appeared to the satisfaction of the Court from the records and files herein that the defendant has been duly and regularly served with process by publication in lieu of personal service as in such cases made and provided by Statute.

Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of his complaint, and the Court being fully advised in the premises made and entered herein its Findings of Fact and Conclusions of Law.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, AND THE COURT DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony heretofore existing between the plaintiff LYLE K. GROSS, and the defendant LAVON GROSS, also known as BONNIE GROSS, be, and the same are hereby dissolved, set aside and held for naught, and the plaintiff is hereby granted an absolute divorce from the defendant.

ALBERT H. FEATHERSTONE
DISTRICT JUDGE

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

Entered, Docketed and Filed
SEP 2 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 2nd day of Sept. 1949

ANNA K. BATTICK

Clerk of the District
First Judicial District
Shoshone County, Idaho

By Betty Burster
Deputy

7579

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - - - - - - - - - - - -

ELIZABETH MATLOCK,)
Plaintiff,) NO. 10850
vs.)
GLENN H. MATLOCK,) D E C R E E
Defendant.)

- - - - - - - - - - - - - - -

This cause came regularly on to be heard on this 2nd day of September, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above-entitled Court, sitting without a jury, and it appearing to the court that the said defendant heretofore appeared in said cause by Demurrer and that said Demurrer was heretofore over-ruled by the above-entitled court, and the defendant having refused to further appear or plead in said cause, the default of said defendant for his failure to further appear or plead having heretofore been entered, the plaintiff appeared in person and by her attorney, W. L. Tuson, and defendant did not appear

WHEREUPON, the court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her amended complaint and after having heard the same, the testimony was closed.

WHEREUPON, the court, considering the aforesaid testimony, together with the papers, records, files and documents herein, and Written Findings of Fact and Conclusions of Law, having been duly waived, and the court having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be dissolved and that the plaintiff be and she is hereby granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff have and she is hereby awarded full care, custody and control of David Matlock, the minor child of the parties hereto, and that defendant have the right to visit said minor child at all reasonable times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That defendant pay to the plaintiff the amount of $50.00 per month as support for the care and maintenance of said minor child.

Done in open court this 2nd day of September, 1949.

/s/ Albert H. Featherstone

Entered, Docketed and Filed
SEP 2 1949
Anna K. Battick Clerk District Court
By Betty Burster, Deputy

STATE OF IDAHO }
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 2nd day of Sept. 19 49

ANNA K. BATTICK

Clerk of the District Court
Shoshone County, Idaho

By Betty Burster
Deputy

7580

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF SHOSHONE

HELEN DOLSON,

Plaintiff,

-vs-

BERT N. DOLSON,

Defendant.

No. 10860

D E C R E E

This cause came on regularly to be heard this 6th day of September, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court. The plaintiff appeared in person and by her attorney, Lester S. Harrison, and the defendant did not appear, and it appeared that the defendant had been duly and regularly served with process and that said service was by personal service in the State of Montana; that the default of the defendant for not appearing, answering or in anywise pleading to the verified Complaint of the plaintiff on file herein had been duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint, and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court, after having considered the aforesaid testimony, together with all the papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore and now existing between the plaintiff, Helen Dolson, and the defendant, Bert N. Dolson, be and the same are hereby absolutely dissolved, and the plaintiff be, and she hereby is, awarded an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor children of said marriage, namely, Richard Michael Dolson and Monica Joan Dolson, be and the same hereby is awarded to the plaintiff.

Done in open Court this 6th day of September, A. D. 1949.

/s/ ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
SEP 6 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true and correct copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 6th day of Sept. 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District of the State of Idaho
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - - - -

GORDON L. JOHNSON, Plaintiff,) NO. 10895

- vs -) D E C R E E

DORIS JOHNSON, Defendant.)

- - - - - - -

This cause came on regularly to be heard the 7th day of September, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above-entitled Court, sitting without a jury upon a complaint of the plaintiff herein taken as confessed by the defendant for failure to appear and answer to the verified complaint of plaintiff on file herein. W. L. Tuson appeared as attorney for plaintiff and defendant did not appear. It appeared to the above entitled court that the defendant was duly and regularly served with process and that said service was duly made by being served upon the defendant personally and the default of the defendant for not appearing, answering or in anywise pleading in said cause, was duly and regularly entered.

WHEREUPON, the court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his complaint and after having heard the same the testimony was closed.

WHEREUPON, the court considering the aforesaid testimony together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Con-

clusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be dissolved and that the plaintiff be and he is hereby granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That defendant be and she is hereby awarded the care, custody and control of Ruth Ann Johnson and Richard Leo Johnson, minor children of plaintiff and defendant with right of visitation at reasonable times in plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff pay to defendant the amount of TWENTY-FIVE ($25.00) DOLLARS per month for each child as support for the care, education and maintenance of said minor children until the further order of this court.

Done in Open Court this 7th day of September, A. D. 1949.

(Signed) Albert H. Featherstone
District Judge

(SEAL)

Entered, Docketed and Filed
SEP 7 1949
Anna K. Battick, Clerk District Court
By Betty Bursber Deputy

STATE OF IDAHO } SS
COUNTY OF SHOSHONE }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, 7th day of Sept., 1949

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho
By Betty Bursber
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - - -

KATHLEEN M. CONRAD,)
Plaintiff,) No. 10878
-vs-) D E C R E E
PHILLIP N. CONRAD,)
Defendant.)

- - - -

This cause came regularly on to be heard this 8th day of September , A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon the Complaint of the plaintiff herein, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. Robert E. Brown appeared as attorney for the plaintiff, and the defendant did not appear, and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and that said defendant was served with said process in Moyie, British Columbia, Canada, and that the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is, awarded an absolute divorce from the defendant on the grounds of continuous separation and living apart, without cohabitation by plaintiff and defendant, for a period of more than five continuous years.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the absolute care, custody and control of the minor child of said marriage, Shirley Conrad, be, and the same is hereby awarded to the plaintiff, with the right of visitation in the defendant at all reasonable times and places.

Done in open Court this 8th day of September , A.D. 1949.

Albert H. Featherstone

District Judge

Entered, Docketed and Filed
SEP 8 1949
Anna K. Battick, Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I Certify that Decree is a true copy of the original on file in my office.
Dated at Wallace, Idaho, 8th Sept. 1949
ANNA K. BATTICK
By Betty Burster Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

DORIS JEAN SCHNEIDER,

Plaintiff,

-vs-

MYLES L. SCHNEIDER,

Defendant.

No. 10882

DECREE OF DIVORCE

7583

This cause came on regularly to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, at Wallace, Idaho, on the 12th day of September, 1949; The plaintiff appeared in person and by her attorney, Dale Austin, and there was no appearance by or on behalf of the defendant.

It appeared to the satisfaction of the Court from the records and files herein that the defendant has been duly and regularly served with process at Fort Wayne, Indiana, and has failed to enter an appearance herein and that his default was duly and regularly entered herein.

Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint, and the Court being fully advised in the premises made and entered its Findings of Fact and Conclusions of Law.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, AND THE COURT DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony heretofore existing between the plaintiff DORIS JEAN SCHNEIDER, and the defendant, MYLES L. SCHNEIDER, be, and the same are hereby so dissolved, set aside and held for naught, and the plaintiff is hereby granted an absolute divorce from the defendant.

Dated this 12 of September, 1949.

A. L. Morgan
DISTRICT JUDGE

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

Entered, Docketed and Filed
SEP 12 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS.

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 12th day of Sept. 1949

ANNA K. BATTICK

Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

KATHERINE K. MITCHELL,
Plaintiff,
v.
THOMAS MITCHELL,
Defendant.

No. 10608

D E C R E E E

The above-entitled action coming regularly on before the court pursuant to stipulation between the parties by their respective attorneys, the plaintiff appearing in person and by her attorney, W. F. McNaughton, and the defendant not appearing at the hearing, but having appeared in the action by his attorney, Dale Austin, and it appearing that the amended complaint was duly served on the attorney for the defendant, pursuant to which the defendant elected not to plead further and stipulated that the cause might be brought on for hearing at any time convenient to the judge of the above-entitled court or to such presiding judge as might be called in for the transaction of the business of said court in the absence of the Honorable A. H. Featherstone, without notice to the defendant, and the plaintiff having offered her proofs in court and the court having made and entered its findings of fact and conclusions of law herein,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and up to this time existing between the plaintiff and defendant be and they are hereby dissolved and the plaintiff be given an absolute divorce from the defendant on the grounds of extreme cruelty; That pursuant to said property settlement and the finding of the court that it is just, fair, and equitable, the court hereby decrees unto the defendant as his solo

and separate property:

The South Half of the Northeast Quarter ($S\frac{1}{2}NE\frac{1}{4}$) and the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$) of Section Thirty-One (31) in Township Forty-Nine (49) North, Range 4 E.B.M., Shoshone County, Idaho, comprising 120 acres.

and hereby awards to the plaintiff in lieu of her share upon a division of said property the sum of Three Hundred Fifty ($350.00) cash, besides:

Kitchen utensils and dishes packed away in boxes,

One gallon thermos jug.

Gasoline Iron

Kerosene Stove

Chiffonier

Small tent

Shovel

which personal property is to be delivered to an agent of the plaintiff calling for the same on said premises, if not delivered by the defendant for the plaintiff at the Buchannan's Garage at Kingston, Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff be and hereby is restored her maiden name of Katherine Keene.

Dated this 29 day of September, 1949.

A. L. Morgan

District Judge

Entered, Docketed and Filed
SEP 29 1949
Anna K. Battick
Clerk District Court

STATE OF IDAHO } ss
COUNTY OF SHOSHONE }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 29 day of Sept., 49

ANNA K. BATTICK

Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

by Betty Burster
Deputy

7585

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR TETON COUNTY

QUINN H. PENFOLD, Plaintiff, vs. WANDA E. PENFOLD, Defendant.	DECREE OF DIVORCE

The above entitled cause came on regularly for trial on the 9th day of September, 1949, the plaintiff appearing in person and by his attorney, Leonard O. Kingsford of Rexburg, Idaho, and the defendant not appearing, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with summons within the State of Idaho; that the time allowed by law for answering has expired, and the default of the defendant has been duly entered, according to law; and it further appearing by affidavit and proof that the defendant is not in the Military Service of the United States; and the court having heard the testimony and having examined the proofs offered herein, and having fully considered the same, and having found that the allegations of plaintiff's complaint are all true; now, therefore, by reason of the foregoing facts, and by virtue of the law:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the marriage between the plaintiff, Quinn H. Penfold, and the defendant, Wanda E. Penfold, be, and the same is, forever dissolved, set aside, and held for naught; and said plaintiff and defendant and each of them be, and they hereby are, forever absolutely released from the obligations thereof, and each of them is restored to the status of a single person; that thereis no property belonging to the community; and that plaintiff be, and he hereby is, specifically released from all obligations to support the defendant.

Dated this 9th day of September, 1949.

Henry L. Clawson

JUDGE OF THE DISTRICT COURT

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

13937

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 1 - 1949
Ed Bielles
Irene C Nielsen
Deputy Clerk

VIOLET M. LANGLITZ,)
Plaintiff,)
-vs-) DECREE
ALBERT B. LANGLITZ,)
Defendant.)

Filed 9-1-1949
Entered

This cause came on regularly to be heard in Open Court at Twin Falls, Idaho, on the 26th day of August, 1949, before Honorable Hugh A. Baker, District Judge, Violet M. Langlitz, plaintiff, appearing in person and by her attorney, Frank L. Stephan, Esquire, and the defendant Albert B. Langlitz having on the 8th day of August, 1949, admitted and accepted service of due and legal process in this action and having in said Acceptance of Service acknowledged that he is not now engaged in the military service of the United States of America, and having refused to answer or otherwise plead to plaintiff's Complaint on file herein and having consented that his default in said action might be entered forthwith, and the default of said defendant in the premises having been entered according to law, witnesses on the part of the plaintiff were regularly sworn and examined in support of the allegations contained in plaintiff's Complaint, and it satifactorily appearing to the Court from the evidence in the case that plaintiff and defendant are wife and husband, and that plaintiff is now and for more than four (4) years last past and immediately preceding the commencement of this action has been a bona fide resident of the State of Idaho, and that all of the material averments of the Complaint in said action are sustained by testimony free from legal exceptions as to its competency, admissibility and

sufficiency, and that matters as alleged in said Complaint and proved on behalf of the plaintiff are sufficient in law to entitle plaintiff to a Judgment and Decree of Divorce against the defendant on the grounds of cruelty;

Now, on motion of Frank L. Stephan, Esquire, attorney for plaintiff herein;

IT IS ORDERED, ADJUDGED AND DECREED That by virtue of the power and authority in this Court vested and in pursuance of the statutes in such cases made and provided, the marriage existing between Violet M. Langlitz, plaintiff herein, and Albert B. Langlitz, defendant herein, be dissolved, and the same is hereby dissolved accordingly, and the said plaintiff and the said defendant are, and each of them is, hereby freed and absolutely released from the bonds of matrimony and all of the obligations and disabilities thereof, and hereby restored to the status of a single or unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the community property heretofore acquired and now owned by plaintiff and defendant shall be retained by plaintiff and defendant without disturbance or prejudice to the respective rights of either of said parties in and to said property until such time or times as they shall see fit to sell or otherwise dispose of said property, at which time or times they may dispose of said property by appropriate conveyances.

Dated at Twin Falls, Idaho, this 26th day of August, 1949.

HUGH A. BAKER
District Judge.

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original as the same appears of record in the office of the Clerk of the District Court.

Clerk of the District Court

Deputy

2-R.

7587

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

THELMA KENDRICK, Plaintiff vs. DONALD KENDRICK, Defendant	DECREE OF DIVORCE

Now on this day, the above entitled matter coming on regularly to be heard, the plaintiff appearing in person and by her attorney, G. R. Dibble, Esq., and the defendant, who has been regularly served with a summons and complaint, and having failed to appear and answer to the Plaintiff's complaint filed herein, and the default of said defendant having been duly and regularly entered by the Clerk of this Court for his failure to appear and answer to the plaintiff's Complaint; and the legal time for answering having expired, said defendant is now adjudged to be in default herein. The Court having heard the evidence and duly considered the same, finds that all the allegations of the plaintiff's complaint are true, and that the plaintiff is entitled to a decree of divorce from the defendant on the ground of Extreme Cruelty as prayed in her complaint;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony existing between the plaintiff and defendant, be, and the same are hereby dissolved, and each of said parties is hereby restored to the status of a single unmarried person;

FURTHER ORDERED That the custody of the infant children of the parties, Donald Richard Kendrick, age 5, and Emma Lois Kendrick, age three and one-half years, be and the same are hereby awarded to the plaintiff, with leave of the defendant to visit them at reasonable times.

Done in open Court this 7 day of September, 1949.

Hugh A Baker
District Judge

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled cause

C A Bruns
Clerk of the District Court
Irene C Nielsen
Deputy

13957
DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 2 - 1949
C A Bruns Clerk
Irene C Nielsen Deputy Clerk
Entered SEP 2 - 1949

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

REUBEN A. JACKSON,

Plaintiff,

-vs-

AVERNA M. JACKSON,

Defendant.

DECREE OF DIVORCE COPY

13987

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 2 - 1949
C. A. Bullen Clerk
Irene O. Nelsen Deputy Clerk

Entered SEP 2 - 1949

Now on this 2nd day of September, 1949, this matter came on for hearing to the Court. Plaintiff appeared in person and by Earl E. Walker, Esq., his attorney. The defendant did not appear. Witnesses were sworn and testified on behalf of the plaintiff after which the matter was submitted to the Court for its decision. Upon consideration of the files and of the evidence the Court finds that all of the material allegations of the plaintiff's complaint are true; that The defendant is guilty of extreme cruelty toward the plaintiff and that by reason thereof the plaintiff is entitled to a divorce from the defendant; that the parties hereto have entered into an agreement between themselves and which said agreement is in evidence in this case and now before the Court; that the terms of said agreement are fair and reasonable and should be approved by the Court and that, according to the terms of said agreement, the defendant should receive as and for her share of the community property of the parties hereto the following described property, to-wit: All household goods and furniture now used by the parties in their home, and the

real property described as Lot 7 in Block 8 of White and Callahan's Golden Rule Addition to the city of Twin Falls, County of Twin Falls and State of Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of said Twin Falls County, Idaho. The Court further finds that, by the terms of said agreement, the plaintiff is to have as and for his share of the community property of the parties hereto the 1947 model Kaiser automobile owned by the parties hereto, trailer, all guns owned by him, the typewriter, fishing equipment, field glasses, camping equipment, pictures, his clothing and personal effects.

The Court further finds that good and sufficient service of Summons was had on the defendant; that the defendant has wholly failed to appear herein although the time for so doing has expired and that the defendant is in default and that her default has been duly taken and entered against her by the Coerk of this Court.

WHEREFORE, It is Decreed by the Court:

1. That the plaintiff be and he hereby is divorced from the defendant.

2. That the property settlement agreement between the parties hereto and in evidence herein be and the same is hereby approved.

3. That the plaintiff is hereby awarded as and for his share of the community property of the parties hereto the 1947 Kaiser automobile owned by the parties hereto, the trailer, all guns owned by the plaintiff, typewriter, fishing equipment, field glasses, camping equipment, pictures, the clothing and personal effects of the plaintiff.

4. That the defendant have as and for her share of the community property of the parties hereto all household goods and furniture now used by the parties in their present home, and, in addition the real property described as Lot 7 in Block 8 of White and Callahan's Golden Rule Addition to the City of Twin Falls, Twin Falls County, State of Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Twin Falls County, Idaho.

Done in open Court this 2nd day of September, 1949.

HUGH A. BAKER
DISTRICT JUDGE.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bulles
Clerk of the District Court
Irene C. Nielsen
Deputy

COPY

7589

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

* * * * * * * * * *

THELMA ANN HURNER,

Plaintiff,

vs.

ROBERT F. HURNER,

Defendant.

13974

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 2 - 1949
Ca Bullen Clerk
Anne C Nielsen Deputy Clerk
Entered SEP 2 - 1949

D E C R E E.

* * * * * * * * * *

This cause came on regularly for hearing before the undersigned, one of the Judges of the above entitled Court, on the 2nd day of September, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn and Rayborn, and the defendant appearing not, either in person or by attorney, and it satisfactorily appearing to the Court that due service of Summons and Complaint in said action had been made upon the defendant, and that the defendant has failed and refused to appear and answer or otherwise plead to said complaint, andthe time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired, and the default of the said defendant having been heretofore duly entered, and evidence having been adduced on behalf of the plaintiff in support of her complaint, and the matter having been fully submitted to the Court for decision; and the Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations of the plaintiff's complaint are true and that the plaintiff is entitled to a Decree of Divorce from the defendant; and it further appearing from the evidence that a property settlement agreement has been entered into by and between the plaintiff and the defendant, which agreement appeared to be fair and equitable;

NOW, THEREFORE, On Motion of Rayborn and Rayborn, attorneys for the plaintiff;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore and now existing between the plaintiff and the defendant be, and they are hereby, wholly dissolved, and the parties hereto restored to the status of single persons.

2. That that certain property settlement agreement bearing date the tenth day of August, 1949, is by the Court approved, and is marked "Exhibit A" and attached hereto, and by reference made a part of this Decree.

3. That the plaintiff be, and she is hereby, restored to her former name of Thelma Ann Rambo.

DATED This 2 day of September, 1949.

Hugh a Baker
District Judge.

7590

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

CLARA B. KINNEY,
Plaintiff,

vs.

JOHN E. KINNEY,
Defendant.

#13967

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 2 - 1949
Clerk
Deputy Clerk
Entered SEP 2 - 1949

D E C R E E O F D I V O R C E

Now, on this day, the above entitled matter coming on regularly to be heard, the plaintiff appearing in person and by her attorney, J. H. Sherfey, esq., and the defendant not appearing or being represented by counsel, and it appearing to the Court that the defendant has been duly and regularly served with summons and complaint and that he has failed to appear herein within the time allowed by law; and that the Clerk of this Court has duly and regularly entered the default of the defendant, said defendant is hereby declared to be in default herein.

Witnesses having been sworn and testified and from the evidence introduced on the part of the plaintiff, it appears that all the material allegations of plaintiff's complaint have been sustained by competent testimony;

It further appearing to the Court that the plaintiff for more than six weeks prior to the commencement of this action was a bonafide resident of Twin Falls County, State of Idaho; that plaintiff and defendant were married and became husband and wife on the 13th day of July, 1941, and ever since said date have been and now are husband and wife; that there are no children the issue of said marriage; that plaintiff and defendant have no community property and the defendant is the owner of one Ford car; that the plaintiff is the owner as her sole and separate property certain real estate in Buhl, Twin Falls County, State of Idaho, described as:

The Northwest 35 feet of Lot One (1) in Block Nine (9), Investor's First Addition to Buhl, Idaho, and all improvements thereon,

Also household goods and kitchen furniture, and cabin equipment in small cabins on said property.

It further appearing to the Court that during the last four years the defendant has been guilty of extreme cruelty toward the plaintiff without cause or provocation on the part of the plaintiff by frequently becoming drunk and in a drunken condition frequently quarreled with and abused the plaintiff and by disturbing the plaintiff and the neighbors at various times during the nighttime and using foul and abusive language toward the plaintiff;

And it further appearing to the Court that the plaintiff is entitled to the relief prayed for in her complaint; and that the plaintiff is entitled to have her former name, Clara B. Glasgow, returned to her.

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between plaintiff and defendant be, and the same are hereby dissolved;

That the defendant have as his sole and separate property one Ford car now in his possession;

That the plaintiff have as her sole and separate property that certain real estate in Twin Falls County, State of Idaho described as

The Northwest 55 feet of Lot One (1) in Block Nine (9), Investor's First Addition to Buhl, Idaho, and all improvements thereon,

together with all household goods and kitchen furniture and cabin equipment on said property;

That the plaintiff have her former name, Clara B. ~~Glasgow~~, restored to her.

Done in open Court on this 2nd day of September, 1949.

(SEAL)

~~Probate~~ Judge
District

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

Clerk of the District Court

Deputy

COPY

Exhibit A.

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made and entered into this tenth day of August, 1949, at Twin Falls, Idaho, by and between Thelma Ann Hurner, hereinafter referred to as the party of the first part, and Robert F. Hurner, hereinafter referred to as the party of the second part,

WITNESSETH, That the parties hereto are husband and wife one of the other, and

WHEREAS, Unhappy and irreconcilable differences have arisen between the parties hereto which make it impossible for them to continue to live together as man and wife, and they have been and will continue hereafter to live separate and apart.

That for and in consideration of the covenants and agreements herein contained the parties hereto have agreed between themselves as follows:

That they are dividing the property belonging to them between themselves as follows:

That the party of the second part is to have the 1939 Ford V8 car and all of his photo equipment and the household furnishings which he now has in his possession; and in addition thereto he is to have his personal effects which are now in the house, consisting of a lawn sprinkler, fishing equipment and garden tools; as his sole and separate property.

That the party of the first part is to have all the remaining household and kitchen furniture and effects now in the home belonging to the parties hereto as her sole and separate property.

IT IS FURTHER AGREED By and between the parties hereto that in regards the equity in that certain house which belongs to the parties hereto, described as follows:

That part of the SW¼ SW¼ Sec 23 Tp 10 S R 17 E B M described as Beginning at the Southwest corner of said SW¼ SW¼, thence East along the South line of said Section a distance of 136 feet to a point, running thence in a northerly direction, parallel with the west line of said Section, a distance of 160 feet to a point; and running thence westerly, parallel with the south line of said section, a distance of 136 feet to a point on the west line of said SW¼ SW¼; running thence southerly 160 feet to said Southwest corner of said SW¼ SW¼ Sec 23 Tp 10 S R 17 E B M, except the public highway;

that the equity in this house is to be divided 50-50 between the the parties hereto, and that an effort will be made to sell said house and divide the proceeds one-half to each of the parties.

IT IS FURTHER AGREED By and between the parties hereto that the party of the first part is to pay any personal bills that she has contracted; and that the party of the second part will pay the miscellaneous household bills up to the first day of August, 1949.

IT IS FURTHER AGREED By and between the parties hereto that a divorce proceeding is now pending in the District Court of the Eleventh Judicial District in and for Twin Falls County, State of Idaho, and that the party of the first part will not make any demand upon the party of the second part for alimony, suit money or costs, and that the attorneys fees in this proceeding have been paid by the party of the second part.

AND IT IS FURTHER AGREED That the property heretofore mentioned and referred to that is to be divided and go to the respective parties shall be the sole and separate property of the one receiving same; and that from this time on the earnings of each shall be the sole and separate property of the one so earning same.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year first above written.

Thelma Ann Hurner
Party of the First Part

Robert F. Hurner
Party of the Second Part

STATE OF IDAHO,)
(ss.
County of Twin Falls,)

On this 10th day of August, 1949, before me, the undersigned, a notary public in and for said State and County, personally appeared Thelma Ann Hurner and Robert F. Hurner, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

E. M. Rayborn
Notary Public for Idaho
Residence: Filer, Idaho

(Seal)

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bullis
Clerk of the District Court

Irene C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

LEOTA MADRON,

Plaintiff,

vs.

RODNEY MADRON,

Defendant.

DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Twin Falls State of Idaho
FILED SEP 23 1949
Entered SEP 23 1949
9:45 AM

DECREE OF DIVORCE

The above entitled action came on regularly for hearing before the Court on the 2nd day of September, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn and Rayborn, and the defendant appearing not, either in person or by attorney; and it satisfactorily appearing to the Court that due service of Summons and Complaint in said action has been made upon the defendant; and that the defendant has failed and refused to appear and answer or otherwise plead to said complaint, and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired, and the default of the said defendant having been heretofore duly entered; and evidence having been adduced on behalf of the plaintiff in support of her complaint, and the matter having been fully submitted to the Court for decision.

The Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations in plaintiff's complaint are true and that the defendant has been guilty of extreme cruelty, and that the plaintiff is entitled to a Decree of Divorce from the defendant.

NOW, THEREFORE, On Motion of Rayborn and Rayborn, attorneys for the plaintiff, it is hereby ORDERED, ADJUDGED AND DECREED, as follows;

1. That the bonds of matrimony heretofore and now existing between the plaintiff Leota Madron, and the defendant Rodney

Madron, be and the same are hereby dissolved, and the parties forever freed from the obligations thereof.

2. Plaintiff is awarded as her sole and separate property,

Lots One (1) and Two (2) of Adams Sub-division to the city of Twin Falls, Twin Falls County, Idaho,

Together with all household and kitchen furniture and equipement, now located in said above described house.

3. Defendant is hereby awarded as his sole and separate property, the following;

One G.M.C. Truck, Motor No. 3,613,729, 1946 Model

One D.T. Truck, 1½ Ton, Motor No. JXA-AE 582317

One Semi-truck and trailer, 1947 Model

One 1945 Federal Semi-trailer

One 1942 Chev. Sedan Automobile, Motor No. BA 383841

Filing station Equipement and stock of goods, located in a filing station leased and located at 249 4th South, Twin Falls, Idaho.

A Cabin and Motor Boat, located at Magic Dam, Idaho.

Dated this 8th day of September, 1949.

Hugh A Baker
District Judge.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original as the same appears of record in my office.

Clerk of the District Court

Deputy

#13981

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

Edith Thornton, Plaintiff,

vs.

Frank Thornton, Defendant.

DECREE OF DIVORCE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 9 - 1949
C. A. Bullen Clerk
Irene O. Nuber Deputy Clerk
Entered SEP 9 - 1949

This matter came on regularly for hearing on the 9th day of September, 1949, before the undersigned District Judge, sitting without a jury. Plaintiff appeared in person and by her attorney, J. W. Taylor, Esquire, and the defendant appeared not, either in person or by attorney. The defendant having been duly and regularly served with copy of the complaint and summons herein and the time allowed by law for him to answer or otherwise plead having expired and no appearance or pleading of any kind having been filed by defendant, and his default having been duly entered, testimony was submitted by the plaintiff and witnesses in her behalf.

The Court having heard the evidence and being fully advised in the matter finds that all the allegations of plaintiff's complaint are true and that the plaintiff is the owner of Lots One (1), Two (2) and Three (3) in Block Eight (8) of the Townsite of Castleford; also three (3) Guernsey cows, One (1) Guernsey heifer and the household furniture in her possession;

That the plaintiff is entitled to a decree of divorce from the defendant upon the ground of extreme cruelty, as prayed in her complaint and is entitled to have the said property awarded to her as her sole and separate property.

It is therefore adjudged, ordered and decreed that the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, dissolved, and each of the said parties restored to the status of a single, unmarried person; and that the property herein above described be, and the same hereby is, awarded to the

plaintiff as her sole and separate property, free and clear of any and all claims on the part of the defendant.

Dated September 9, 1949.

Kales E Lower
District Judge.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C A Bullen
Clerk of the District Court

Irene C Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

7593

EDITH RUSH
Plaintiff
vs.
DONALD RUSH
Defendant

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 9 - 1949
C. A. Bullock
Clerk
Entered SEP 9 - 1949
Deputy Clerk

DECREE OF DIVORCE

Now on this day, the above entitled matter coming on regularly to be heard, the plaintiff appearing in person and by her attorney, G. R. Dibble, Esq., and the defendant, who has been regularly served with a summons and complaint, and having failed to appear and answer to the Plaintiff's complaint filed herein, and the default of said defendant having been duly and regularly entered by the Clerk of this Court for his failure to appear and answer to the plaintiff's Complaint; and the legal time for answering having expired, said defendant is now adjudged to be in default herein. The Court having heard the evidence and duly considered the same, finds that all the allegations of the plaintiff's complaint are true, and that the plaintiff is entitled to a decree of divorce from the defendant on the ground of Extreme Cruelty as prayed in her complaint;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony existing between the plaintiff and defendant, be, and the same are hereby dissolved, and each of said parties is hereby restored to the status of a single unmarried person;

FURTHER ORDERED, that the custody of Donald Earl Rush, age 2 years, be, and the same is hereby awarded to the plaintiff, with leave of the defendant to visit him at reasonable times.

Further that the property of the parties be divided as follows, according to the terms and condition of a property settlement agreement entered into between the parties.

The trailor and furniture owned by the parties shall go to and become the sole and seperate property of the plaintiff, and the car owned by the parties shall go to and become the sole and separate property of the defendant. The defendant shall pay court costs and attorneys fees in the amount of One Hundred and Twenty Five Dollars.

Done in open Court this 9th day of September, 1949.

Kales E Lowe
District Judge

State of Idaho
County of Twin Falls } ss
I hereby certify the foregoing to be a full, true and correct copy of the original on file in my office.
C. A. Bullock
Clerk of the District Court

7594

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

Freida Jeane Perry,
Plaintiff,
Vs.
Harold Don Perry,
Defendant.

13965-

DECREE.

Entered SEP 16 1949

This cause came on regularly for trial before the above entitled Court, at the Court Room thereof, in the County of Twin Falls, State of Idaho, upon the 16th day of September, 1949. The plaintiff appeared in person and by and through her attorney of record, Arthur E. Babbel. The defendant did not appear, and it appeared to the Court, and it hereby finds, that the defendant, Harold Don Perry, has been duly and regularly served with summons, in this action, and having failed to appear and plead to the plaintiff's complaint filed herein, and the time allowed by law for pleading to said complaint having expired, and no answer, demurrer or other appearance having been made by the defendant, or filed herein, the default of the defendant, Harold Don Perry, in the premises, has been duly and regularly entered herein according to law.

Whereupon, witnesses on the part and behalf of the plaintiff were duly sworn and examined and evidence introduced and admitted, and the evidence being closed, the cause was submitted to the Court for its consideration and decision and, after due deliberation thereon, the Court hereby finds and decides: That, for a long time last past, the defendant has willfully, wrongfully and intentionally treated the plaintiff with extreme cruelty, and has inflicted grievous bodily injury and grievous mental suffering upon her by his acts and conduct; and that each and every allegation set forth or contained in plaintiff's complaint on file herein is true and correct; and, being now fully advised both in the law and in the premises, the Court hereby makes and enters its judgment and decree as follows:

Wherefore, by virtue of the law and by reason of the premises, aforesaid, it is hereby ordered, adjudged and decreed that the bonds of matrimony now and heretofore existing between the plaintiff, Freida Jeane Perry, and the defendant, Harold Don Perry, be and the same are hereby, wholly and absolutely dissolved, and that said parties be, and they are hereby, forever freed from the obligation thereof, and that a decree of absolute divorce be, and the same is hereby, entered herein in favor of the plaintiff and against the defendant.

And it is further ordered, adjudged and decreed that the care, custody, control, and education of the minor child of the plaintiff and defendant, namely, Margie Diana Perry, be, and the same is hereby, awarded to the plaintiff, Freida Jeane Perry.

Done in open Court, this 16th day of September, 1949.

Hugh A. Baker
Judge of the District Court.

State of Idaho
County of Twin Falls } ss

7595

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

Marion Baker,

Plaintiff,

Vs.

George Baker,

Defendant.

13933

DECREE.

SEP 16 1949

This cause came on regularly for trial before the above entitled Court, at the Court Room thereof, in the County of Twin Falls, State of Idaho, upon the 16th day of September, 1949. The plaintiff appeared in person and by and through her attorney of record, Arthur E. Babbel. The defendant did not appear, and it appeared to the Court, and it hereby finds, that the defendant, George Baker, has been duly and regularly served with summons in this action, and having failed to appear and plead to the plaintiff's complaint filed herein, and the time allowed by law for pleading to said complaint having expired, and no answer, demurrer or other appearance having been made by the defendant, or filed herein, the default of the defendant, George Baker, in the premises, has been duly and regularly entered herein according to law.

Whereupon, witnesses on the part and behalf of the plaintiff were duly sworn and examined and evidence introduced and admitted, and the evidence being closed, the cause was submitted to the Court for its consideration and decision and, after due deliberation thereon, the Court hereby finds and decides: That, for a long time last past, the defendant has wilfully, wrongfully and intentionally treated the plaintiff with extreme cruelty and has inflicted grievous bodily injury and grievous mental suffering upon her by his acts and conduct; and that each and every allegation set forth or contained in plaintiff's complaint on file herein is true and correct; and, being now fully advised both in the law and in the premises, the Court hereby makes and enters its judgment and decree as follows:

Wherefore, by virtue of the law and by reason of the premises, aforesaid, it is hereby ordered, adjudged and decreed that the bonds of matrimony now and heretofore existing between the plaintiff, Marion Baker, and the defendant, George Baker, be, and the same are hereby, wholly and absolutely dissolved, and that said parties be, and they are hereby, forever freed from the obligation thereof, and that a decree of absolute divorce be, and the same is hereby, entered herein in favor of the plaintiff and against the defendant.

Done in open Court, this 16th day of September, 1949.

Hugh A. Baker
Judge of the District Court.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in this office.

C. A. Bulles
Clerk of the District Court

Irene O. Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

MARY M. JOO,)
Plaintiff,)
-vs-) DECREE
KENJI BOB JOO,)
Defendant.)

13720
DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 23 1949
C. A. Bullock Clerk
Irene C. Nielsen Deputy Clerk
Entered SEP 23 1949

This cause came on regularly to be heard on the 20th day of September, 1949, plaintiff, Mary M. Joo, appearing in person and by her attorney, Frank L. Stephan, Esq., and the defendant, Kenji Bob Joo, appearing by and through his attorney, J. H. Blandford, Esq., and said defendant's attorney having asked leave of the Court to withdraw defendant's Answer to plaintiff's Complaint on file herein and the Court having thereupon granted permission to withdraw said Answer, whereupon defendant's said attorney announced to the Court that defendant refused to plead further in said cause and Counsel for plaintiff thereupon requested that defendant's Default be entered and the Default of said defendant in the premises was thereupon entered, witnesses on the part of the plaintiff were regularly sworn and examined in support of the allegations contained in plaintiff's Complaint, and it satisfactorily appearing to the Court from the evidence in the case that the plaintiff and defendant are husband and wife and that plaintiff is a bona fide resident of the State of Idaho and has been such continuously for more than six weeks immediately preceding the commencement of this action and that all of the material averments of the Complaint in said action are sustained by testimony free from legal exceptions as to its competency, admissibility and sufficiency, and that matters so alleged in said Complaint and proved on behalf of plaintiff are sufficient in law to entitled plaintiff to a Judgment and Decree of Divorce against the defendant;

Now, on motion of Frank L. Stephan, Esq., attorney for plaintiff herein;

IT IS ORDERED, ADJUDGED AND DECREED That by virtue of the power and authority in this Court vested and pursuant to the statutes in such cases made and provided, the marriage existing between Mary M. Joo, plaintiff herein, and Kenji Bob Joo, defendant herein, be dissolved and the same is hereby dissolved accordingly, and the said plaintiff and the said defendant are and each of them is, hereby freed and absolutely released from the bonds of matrimony and all of the obligations and disabilities thereof and hereby restored to the status of a single or unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That that certain Property Settlement Agreement made and entered into by and between Mary M. Joo, plaintiff herein, and Kenji Bob Joo, defendant herein, under date of September 20, 1949, be and the same in all respects, is hereby confirmed and approved; that a copy of said Property Settlement Agreement is attached hereto and is by reference thereto made a part hereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That Mary M. Joo, plaintiff herein, be and she is hereby given the care, custody and control of the minor children of the parties hereto, namely Donna Rae Joo, a daughter born October 5, 1945, and Martha Masaye Joo, a daughter born October 12, 1947, and that defendant be, and he is hereby given the right to vist said minor children at reasonable times but the said defendant shall give said plaintiff, Mary M. Joo, reasonable notice of his intended visits prior to making such visits.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant, Kenji Bob Joo, shall pay to Mary M. Joo, plaintiff herein, the sum of One Hundred Twenty-five Dollars ($125.00) on the 27th day of September, 1949 for the support of said plaintiff and her two minor children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That defendant, Kenji Bob Joo, shall pay to plaintiff, Mary M. Joo, in lieu of alimony, the sum of Four Thousand Dollars ($4,000.00) on or before the 20th day of October, 1949.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That defendant, Kenji Bob Joo, shall pay to Mary M. Joo, plaintiff herein, the sum of Seventy-five Dollars ($75.00) on October 27, 1949 and the further sum of Seventy-five Dollars ($75.00) on the 27th day of each month thereafter, for the care, maintenance and support of the two minor children hereinabove named until the oldest of said children shall have attained the age of eighteen (18) years and when the oldest of said children shall have attained the age of eighteen (18) years said monthly payments shall be reduced to Thirty-seven and 50/100 Dollars ($37.50) and monthly payments of Thirty-seven and 50/100 Dollars ($37.50) shall thereafter be made by Kenji Bob Joo, defendant, to Mary M. Joo, plaintiff, on the 27th day of each month,, for the care, maintenance and support of the youngest of said children until she shall have attained the age of eighteen (18) years.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That this Court shall retain jurisdiction over the question of support money to be paid by the defendant, Kenji Bob Joo, to Mary M. Joo, plaintiff, for the care, maintenance and support of said minor children until they shall have attained their respective majorities.

3-B.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the conveyances and transfers of the property from the plaintiff to the defendant and from the defendant to the plaintiff shall be executed in conformance with the Property Settlement Agreement made and entered into by and between the parties to this action under date of September 20, 1949.

Dated this 23rd day of September, 1949.

KALES E. LOWE
District Judge.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original as it is in the above entitled action.

O. A. Bruce
Clerk of the District Court

Irene C. Wixson
Deputy

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, The undersigned, Kenji Bob Joo, of Twin Falls, Idaho, party of the first part, and MARY M. JOO, of Twin Falls, Idaho, the party of the second part, intermarried at Twin Falls, Idaho, on June 15, 1944, and ever since said date have been and now are husband and wife; and

WHEREAS, Unhappy differences have arisen between the parties hereto and an action was commenced by the said party of the second part against the said party of the first part on or about November 15, 1948, for a divorce and a division of their property interests, together with alimony and monthly support and maintenance money for the two minor children of said parties, namely, Donna Rae Joo, a daughter, born October 5, 1945, and Martha Masaye Joo, a daughter, born October 12, 1947; and

WHEREAS, The parties hereto have agreed upon and desire to carry into effect a settlement of all of their property rights;

NOW, THEREFORE, THIS AGREEMENT, Made and entered into this 20th day of September, 1949, by and between KENJI BOB JOO, the party of the first part, and MARY M. JOO, the party of the second part, WITNESSETH:

That for and in consideration of the sum of One Dollar ($1.00) by each of the parties hereto to the other in hand paid, receipt of which is hereby acknowledged, and other good and valuable considerations, and the terms, provisions, agreements and covenants hereinafter set out to be performed by the parties hereto, the parties to this Agreement agree as follows:

1.-The party of the second part hereby agrees to make, execute and deliver to the party of the first part appropriate conveyances conveying to the party of the first part the following described real property situate in the County of Twin Falls, State of Idaho, to-wit:

Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section Thirty-two (32), Township Nine (9) South, Range Seventeen (17), E. B. M.,

and all machinery, farming equipment, implements and tools, one motor vehicle, together with all war savings bonds, savings account standing in the name of party of the second part, checking account standing in name of party of the first part, all crops, one souvenir gun, livestock and all household furniture and equipment save and except such items as are set out on Exhibit A hereto attached and by reference thereto made a part hereof. That by said conveyances the party of the second part shall make and constitute the above described property the sole and separate property of the party of the first part, free and clear of any and all claim or claims on the part of said party of the second part.

2.-Party of the second part hereby agrees to make, execute and deliver to party of the first part such assignments and releases as may be appropriate for transferring and setting over to the party of the first part any and all insurance which may be owned by the party of the first part.

3.-The party of the first part hereby agrees to make, execute and deliver to the party of the second part appropriate conveyances transferring, conveying and setting over to the party of the second part all of the personal property set out and described on Exhibit A hereto attached, and said conveyances shall be so made as to make and constitute all of the personal property set out and described in said Exhibit A the sole and separate property and estate of the party of the second part, free and clear of any and all community or other claims on the part of the party of the first part.

4.-It is further understood and agreed by and between the parties hereto that the party of the first part shall pay to the party of the second part the sum of One Hundred Twenty-five Dollars ($125.00) on the 27th day of September, 1949. It is further agreed

that the party of the first part shall pay and deliver to the party of the second part in lieu of alimony the sum of Four Thousand Dollars ($4,000.00) within thirty (30) days from the date hereof as her share and interest in the property accumulations which the parties hereto have effected since their marriage, and that beginning on October 27, 1949, the party of the first part shall pay and deliver to the party of the second part the sum of Seventy-five Dollars ($75.00) for the care, maintenance and support of the two minor children hereinabove named, and that a like sum shall be paid by the party of the first part for the care, maintehance and support of said children on the 27th day of each month thereafter until the oldest of said children shall have attained the age of eighteen (18) years, whereupon said monthly payments shall be reduced to Thirty-seven and 50/100 Dollars ($37.50) and monthly payments in the amount of $37.50 shall be thereafter made by party of the first part to party of the second part for the care, maintenance and support of the youngest of said children until she shall have attained the age of eighteen (18) years.

It is agreed by and between the parties hereto that in the event a divorce is granted to the party of the second part in the action now pending in the District Court of the Eleventh Judicial District of the State of Idaho in and for the County of Twin Falls, the Court may and shall retain jurisdiction over the question of support money to be paid by the party of the first part to the party of the second part for the care, maintenance and support of said minor children, and it is specifically understood that this Property Settlement Agreement shall not be regarded as a bar to the retention and exercise of such jurisdiction.

It is understood and agreed that in the event a Decree of Divorce is entered in the case now pending between the parties hereto, the party of the second part shall be awarded the custody of said minor children, and the Decree of Divorce shall so provide,

it being understood and agreed, however, that party of the first part shall have the right to visit said children at reasonable times, but the party of the first part shall give the party of the second part reasonable notice of his intended visits prior to making such visits.

It is agreed by and between the parties hereto that in the event the action now pending in the District Court of the Eleventh Judicial District of the State of Idaho, in and for the County of Twin Falls, hereinabove referred to, is prosecuted to final judgment, a copy of this Property Settlement Agreement shall be submitted to the Court for his consideration and approval, and that a copy hereof may be attached to and made a part of any Decree of Divorce that may be made, given and entered in said case.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year first hereinabove written.

KENJI BOB JOO
Party of the First Part.

MARY M. JOO
Party of the Second Part.

- - - - - - - - - - -

STATE OF IDAHO,)
SS.
COUNTY OF TWIN FALLS,)

On this 20th day of September, 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared KENJI BOB JOO and MARY M. JOO, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

FRANK L. STEPHAN
Notary Public for Idaho,
Residing at Twin Falls, Idaho.

EXHIBIT A.

1 Cedar-drawer chest;
One-half (½) of all linens and towels;
1 Rayon Comforter and 2 Bed Covers;
1 New heavy beige Coat with fur purchased for party of the second part;
5 Window Curtains given to party of the second part by Dora Anderson;
1 Small dining room rug;
1 Good Housekeeping Cook Book;
4-quart Presto Cooker;
1 Small Club aluminum Skillet;
1 Large Revere Skillet;
1 4-quart Club aluminum pan;
1 Pitcher and Glass set which was a personal gift to party of the second part from friends;
Salt and Pepper Shaker Set made in Czechoslovakia which was a personal gift to party of the second part from friends;
Miscellaneous colored plastic ware;
1 Baby Bed;
1 Baby Buggy;
1 High Chair;
1 Play Pen;
1 Sewing Machine;

All Dress Materials;
2 boxes of crochet threads;
Numbers 1 to 14 size crochet needles.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

#14001

JOE SEITZ,

Plaintiff,

vs.

IRENE SEITZ,

Defendant.

DECREE OF DIVORCE.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 23 1949
E. A. Bulles
Clerk
By Irene C. Nielsen
Deputy Clerk
Entered SEP 23 1949
2:50 PM

The above entitled action came on regularly for hearing before the Court on the _____ day of September, 1949, the plaintiff appearing in person and by and through his attorneys, Rayborn & Rayborn, and the defendant appearing not, either in person or by attorney; and it satisfactorily appearing to the Court that due service of Summons and Complaint in said action has been made upon the defendant; and that the defendant has failed and refused to appear and answer or otherwise plead to said complaint, and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired and the default of the said defendant having been heretofore duly entered; and evidence having been adduced on behalf of the plaintiff in support of his complaint, and the matter having been fully submitted to the Court for decision. The Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations in plaintiff's complaint are true and that the said defendant has been guilty of extreme cruelty, and that the plaintiff is entitled to a Decree of Divorce from the defendant.

NOW THEREFORE, On Motion of Rayborn & Rayborn, attorneys for the plaintiff, it is hereby ORDERED, ADJUDGED AND DECREED,

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be and the same are hereby wholly dissolved, and the parties forever freed from the obligations thereof.

MAY 15 1981

Dated this 23d day of September, 1949.

Kales E. Lowe.
District Judge.

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C A Bullen
Clerk of the District Court

By Irene C Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

13986

VIRGINIA WOODSON, Plaintiff,

vs

IRVIN D. WOODSON, Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 23 1949
C. A. Bullen Clerk
By Irene O. Nielsen Deputy Clerk
Entered SEP 23 1949 2:30 PM

DECREE OF DIVORCE

THIS MATTER came on to be heard before the above entitled Court on the 23rd day of September, 1949. Plaintiff appeared in person and by her attorney, J. H. Barnes; defendant made no appearance. It appears to the Court, from the files and records herein, that the defendant made an appearance by his attorney, W. L. Dunn, who filed a general demurrer to plaintiff's complaint herein; that said demurrer came on for hearing on the 9th day of September, 1949, and that defendant's attorney withdrew said demurrer and asked and was granted ten days within which to answer; it appearing further that defendant did not answer within said ten day period, or at all, and that on the 21st day of September, 1949, the Clerk of this Court entered the default of the defendant for failure to answer; now, on motion of plaintiff's attorney, IT IS ORDERED that said entry of default be and the same hereby is approved and confirmed.

The plaintiff was sworn and testified, and a witness was sworn and testified in corroboration of plaintiff's testimony as to residence. From the evidence thus adduced, the Court finds that the plaintiff had been a bona fide resident of the State of Idaho for more than six full weeks immediately preceding the commencement of this action; that plaintiff and defendant were married at Twin Falls, Idaho, on the 27th day of December, 1947, and are now wife and husband; that there is no property belonging to the community consisting of plaintiff and defendant; that there is one child born of said marriage, namely, Douglas Wayne Woodson, aged twenty months; that said child is in plaintiff's custody, and that she is a fit and proper person to have the custody of said child; that defendant has at times made threats of violence against plaintiff, and that he will take said child from her by force and violence; that the defendant has treated plaintiff with extreme cruelty, by the infliction upon her of grevious mental suffering; that defendant is employed at good wages, and is ablw to pay $40.00 a month for the support of said minor child, and to pay plaintiff's attorney fee in the sum of $100.00.

From the facts thus found, the Court concludes that the plaintiff is entitled to a decree of divorce from defendant on the ground of extreme cruelty; that the custody of their minor child should be awarded to plaintiff; that defendant should be required to pay plaintiff the sum of $40.00 a month for the support of said minor child, and to pay her attorney fee in the sum of $100.00.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between plaintiff and defendant be and they hereby are dissolved, and that each of said parties be restored to the status of a single, unmarried person; that the custody of the minor child of said marriage, Douglas Wayne Woodson, be and it hereby is awarded to the plaintiff; that the defendant be and he hereby is ordered to pay to the plaintiff the sum of $40.00 a month for the support of said child during its minority, or until the further order of this Court, at the rate of $10.00 on Monday of each week, commencing September 26th, 1949; that defendant be and he hereby is ordered to pay to plaintiff's attorney, J. H. Barnes, the sum of $10.00 on Monday of each week, commencing September 26th, 1949, for a period of eight weeks; that defendant be and he hereby is restrained from in any manner interfering with plaintiff's custody of said minor child.

Dated this 23rd day of September, 1949.

Kales C Lowe
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C A Bullock
Clerk of the District Court

By Irene C Nielsen
Deputy

X

7599

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

13704

WILLIE McCONLEY, Plaintiff,

vs

THOMAS McCONLEY, Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 23 1949
C. A. Bullen Clerk
By Irene C. Nielsen Deputy Clerk 2:15 PM

DECREE OF DIVORCE

Entered SEP 23 1949

THIS MATTER came on to be heard before the above entitled Court on the 23rd day of September, 1949. Plaintiff appeared in person and by her attorney, J. H. Barnes; defendant made no appearance. It is shown to the Court that, upon proper affidavit and order, service of the summons in this action was had on the defendant by publication; that defendant has not at any time made any appearance herein, and that on the 16th day of September, 1949, the Clerk of this Court entered the default of defendant for failure to appear and plead to plaintiff's complaint; now, on motion of plaintiff's attorney, IT IS ORDERED that said entry of default be and the same hereby is approved and confirmed.

The plaintiff was sworn and testified, and a witness was sworn and testified in corroboration of plaintiff's testimony as to residence. From the evidence thus adduced, the Court finds that the plaintiff has been a bona fide resident of the State of Idaho for more than six full weeks immediately preceding the commencement of this action; that plaintiff and defendant were married at Jerome, Idaho, on the 4th day of July, 1930, and ever since have been and now are wife and husband; that there is no property belonging to the community consisting of plaintiff and defendant; that there are two children born of said marraige, namely, Barbara Jane McConley, aged eleven years, and Deloris June McConley, aged ten years; that said children are in the custody of plaintiff, and that she is a fit and proper person to have the custody and control of said minor children; that during the month of December, 1945, defendant voluntarily separated himself from plaintiff and ever since has lived separate and apart from her; that ever since said departure of defendant, his wherebouts have been to plaintiff absolutely unknown.

From the facts thus found, the Court concludes that the plaintiff is entitled to a decree of divorce from the defendant on the ground of wilful desertion; that the custody of said minor children must be awarded to plaintiff.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between plaintiff and defendant be and they hereby are dissolved, and that each of said parties be restored to the status of a single, unmarried person; that the custody of the minor children of said marriage, Barbara Jane McConley and Deloris June McConley be and it hereby is awarded to plaintiff.

Dated this 23rd day of September, 1949.

Kales E. Lowe
District Judge.

State of Idaho } ss
County of Twin Falls }
I hereby certify the foregoing to be a full true and correct copy of the original on file in the above entitled action.
C. A. Bullen
Clerk of the District Court
Irene C. Nielsen

7600

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

ATHA ANN SPIERS,

Plaintiff,

-vs-

OTTICE EDMOND SPIERS,

Defendant.

DECREE OF DIVORCE COPY

13957

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 27 1949
C. A. Bulles Clerk
Irene C. Nielsen Deputy Clerk
Entered SEP 27 1949 3 PM

Now on this 23rd day of September, 1949, this matter came on for hearing to the Court. Plaintiff appeared in person and by Earl E. Walker, Esq., her attorney. The defendant did not appear. Witnesses were sworn and testified on behalf of the plaintiff after which the matter was submitted to the Court for its decision.

Upon consideration of the files and of the evidence, the Court finds that all of the material allegations of the plaintiff's complaint are true; that the defendant, Ottice Edmond Spiers has been legally served with summons herein but that said defendant has wholly failed to appear herein although the time for so doing has expired and that by reason thereof said defendant is in default and that the Clerk of this Court has duly taken and entered said defendant's default against him in these proceedings. The Court further finds that since the beginning of this action the minor child of the parties hereto, Ottice Edmond Spiers, Jr., has been returned to the plaintiff by the defendant; that said child is, at the present time, in the custody of the plaintiff and within the jurisdiction of this Court; that the plaintiff is a fit and proper person to have the custody of said child and that the best interests of said child will be best served by giving its custody to the plaintiff herein and that the plaintiff should have the custody of said child awarded to her. The Court further finds that the community property of the parties hereto described in the complaint should be awarded to the plaintiff. The Court further finds that the defendant is guilty of extreme cruelty toward the plaintiff and that by reason thereof, the plaintiff is entitled to a divorce from the defendant.

WHEREFORE, It is Decreed by the Court:

1. That the Plaintiff be and she hereby is divorced from the defendant.

2. That the custody of Ottice Edmond Spiers, Jr., the minor child of the parties hereto, be and the same is hereby awarded to the plaintiff.

3. That the community property of the parties hereto be and the same is hereby awarded to the plaintiff.

Done in open Court this 23rd day of September, 1949.

DISTRICT JUDGE.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bullock
Clerk of the District Court

Irene C. Nielsen
Deputy

7601

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

Violet White,

Plaintiff,

Vs.

Charles White,

Defendant.

13912

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 30 1949
E. A. Bulles
Clerk
By Irene C. Nielsen
Deputy Clerk
Entered SEP 30 1949 2:30 PM

DECREE

This cause came on regularly for trial before the above entitled Court, at the Court Room thereof, in the County of Twin Falls, State of Idaho, on the date at the foot hereof. The plaintiff appeared in person and by and through her attorney of record, Ray D. Agee. The defendant did not appear, and it appeared to the Court, and it hereby finds, that the defendant, Charles White, has been duly and regularly served with summons in this action, and having failed to appear and plead to the plaintiff's complaint filed herein, and the time allowed by law for pleading to said complaint having expired, and no answer, demurrer or other appearance having been made by the defendant, or filed herein, the default of the defendant, Charles White, in the premises, has been duly and regularly entered herein according to law.

Whereupon, witnesses on the part and behalf of the plaintiff were duly sworn and examined and evidence introduced and admitted, and the evidence being closed, the cause was submitted to the Court for its consideration and decision and, after due deliberation thereon, the Court hereby finds and decides: That, for a long time last past, the defendant has wilfully, wrongfully and intentionally treated the plaintiff with extreme cruelty and has inflicted grievous mental suffering upon the plaintiff by his acts and conduct; that, prior to the time of her marriage with the defendant, the plaintiff's name was Violet Gossett and that she is entitled to be restored thereto; and that each and every allegation set forth or contained in plaintiff's complaint on file herein is true and correct, and, being now fully advised both in the law and in the premises, the Court hereby makes and enters its judgment and decree as follows:

Wherefore, by virtue of the law and by reason of the premises, aforesaid, it is hereby ordered, adjudged and decreed that the bonds of matrimony now and heretofore existing between the plaintiff, Violet White, and the defendant, Charles White, be, and the same are hereby, wholly and absolutely dissolved, and that said parties be, and they are hereby, forever freed from the obligation thereof, and that a decree of absolute divorce be, and the same is hereby, entered herein in favor of the plaintiff and against the defendant.

And it is further ordered, adjudged and decreed that the plaintiff be, and she is hereby, restored to her former name, to wit, Violet Gossett, and that she be, and she is hereby, allowed, authorized and permitted to resume said name of Violet Gossett.

Done in open Court, this 30th day of September, 1949.

Hugh A. Baker
Judge of the District Court.

State of Idaho } SS
County of Twin Falls }

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

E. A. Bulles
Clerk of the District Court

By Irene C. Nielsen
Deputy

7602

IN THE DISTRICT COURT
OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF TWIN FALLS

--:--

EDNA M. MOY, Plaintiff,

vs.

WILLIAM G. MOY, Defendant.

DECREE OF DIVORCE

--:--

THIS ACTION Coming on for hearing before Honorable Hugh A. Baker, one of the Judges of this Court at Twin Falls, Idaho, on September 30, 1949, plaintiff appearing in person and by her attorney, J. H. Blandford, and it appearing to the Court that service of summons has been duly made upon defendant; that he has waived the twenty-day period within which he may appear and answer plaintiff's complaint and consented to the entry of default against him, and it further appearing to the Court that such default has been duly entered against defendant, and it further appearing that the material allegations of plaintiff's complaint are true, namely, that plaintiff and defendant were married at Yuma, Arizona, on April 9, 1935, that no children have been born to plaintiff and defendant, that all property and property rights of the parties hereto have been satisfactorily adjusted between the parties, that plaintiff is a bona fide resident of the State of Idaho and had been for more than six full weeks immediately preceding the commencement of this action, that defendant has treated plaintiff in a cruel and inhuman manner and that said acts of cruelty have caused plaintiff grievous mental suffering;

NOW, THEREFORE, on motion of J. H. Blandford, attorney for plaintiff, IT IS ORDERED, ADJUDGED AND DECREED as follows:

That the marriage relation existing between plaintiff and defendant be absolutely dissolved and said parties forever freed from the obligations thereof and that plaintiff and defendant, and each of them, be restored to the status of a single and unmarried person.

DATED at Twin Falls, Idaho, this 30th day of September, 1949.

HUGH A. BAKER
District Judge

13993

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

Clerk of the District Court

By Irene C Nielsen
Deputy

13993

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 30 1949
Clerk
By Irene C Nielsen
Deputy

Entered SEP 30 1949 2:50 P.M.

7603

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

GERTRUDE SLATTER,	)	13991
Plaintiff,	(	DISTRICT COURT
vs	)	Eleventh Judicial District
CLYDE SLATTER,	(	County of Twin Falls, State of Idaho
Defendant,	)	DECREE FILED SEP 30 1949
	(	Clerk
		By Irene C Nielsen Deputy Clerk
		Entered SEP 30 1949 3PM

This cause came on regularly to be heard in open court at Twin Falls, Twin Falls County, Idaho, before the Honorable Hugh A. Baker , judge of said court, at the hour of two o'clock p.m. on the 30th day of September,1949; the plaintiff appearing in person and by her counsel, Beckwith & Langley, and the defendant having been regularly served with process herein and having failed to answer or otherwise plead to the complaint, and the time allowed by law for the appearance of the defendant having expired and his default for failure to plead or appear in said suit having been duly and regularly entered:

Whereupon the Court having heard the evidence offered by the plaintiff and her witnesses and having considered the same and being advised in the premises finds that all of the material allegations of the complaint are true and plaintiff is entitled to the relief prayed for in her complaint.

Now therefor it is ordered, adjudged and decreed, that the bonds of matrimony existing between the plaintiff and the defendant be and the same are hereby dissolved, and each of said parties are hereby restored to the status of single persons.

It is further ordered, adjudged and decreed, that the plaintiff is a competent person to have the care, custody and control of the minor child, Pauline Slatter, and said plaintiff is hereby awarded the care, custody and control of said minor child, Pauline Slatter. The defendant shall have the right to visit with said minor child at all reasonable times and places, The defendant shall pay to the plaintiff for the support and maintenance of said minor child, the sum of thirty ($30.00) each and every calendar month, beginning with the 15th day of October,1949, and a like sum on the 15th day of each month hereafter, until said child reaches the age of eighteen years, becomes self-supporting, or marries, or until the further order of this Court.

It if further ordered, adjudged and decreed that the property settlement agreement entered into between the parties, on the 5th day of August,1949, and filed in Court as Plaintiff's

Exhibit A, is equitable and fair, and the same is hereby confirmed and approved in full. That all household goods, furniture, fixtures, appliances and equipment acquired by the parties during their marriage, and the sum of $1000.00, be and the same are hereby decreed to be the separate property of the plaintiff. That One 1939 Ford Truck automobile; one 1948 Frazier sedan automobile; two tractors; one side delivery rake; one mowing machine; one disc; one harrow; one combine; one bean cultivator; one hay derrick; all other farm machinery, tools and equipment, growing crops or crops harvested during the year 1949 by defendant together with all bank accounts, cash, stocks, drafts, bonds, bills receivable and other property of the parties, be and the same is hereby decreed to be the separate property of the defendant. That the defendant assume and pay all of the community debts existing on or before the 5th day of August, 1949, and hold the plaintiff harmless therefrom.

Dated this 30th day of September, 1949.

Hugh a Baker.
District Judge.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C A Bullen
Clerk of the District Court

By Irene C Nielsen
Deputy

7604

In The District Court of the Eleventh Judicial District of the State of Idaho, within and for Twin Falls County.

Helen B. Craig, Plaintiff,)
vs.)
Wilburn F. Craig, Defendant.)

J U D G M E N T
and
D E C R E E .

The above entitled matter came regularly on before the Court on this 30th day of September, 1949, Hon. Hugh A. Baker, District Judge, presiding, the plaintiff appearing in person and by her attorney, Everett M. Sweeley, and the defendant not appearing, in person or by attorney or pleading,

And it appearing to the Court, from the records and files herein, that the defendant was personally served with summons, together with copy of the complaint, in the county of Twin Falls, Idaho, that within the time provided by law he did not appear herein and that his default has been duly and legally entered,

Witnesses were called, sworn and examined upon behalf of the plaintiff, and the plaintiff thereupon rested;

And the defendant, by his default, having waived findings of fact and conclusions of law, and the plaintiff in open Court having waived the same, and it appearing to the Court that sufficient cause is shown therefor,

It Is Ordered, Adjudged and Decreed:

That the bonds of matrimony heretofore existing between the plaintiff, Helen B. Craig, and the defendant, Wilburn F. Craig, be and the same are hereby sundered and terminated and that the plaintiff is decreed an absolute divorce from the defendant; and,

Further, That Lot Seventeen (17) in Block Two (2) of Dell-Ray Subdivision in the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section Ten (10), in Township Ten (10), South, of Range Seventeen (17), E.B.M., in Twin Falls County, Idaho, as said lot is shown to be upon the plat of said subdivision recorded in the said county, be and the same is awarded and granted to the plaintiff, subject to the unpaid balance of purchase price thereon, as her sole and separate property; and,

Further, That the personal property of the parties, consisting of one Monarch Electric stove, one electric toaster, one electric iron, one Co-op washing machine, one G.M. electric refrigerator, one living room furniture suite, two beds, dining table and chairs, three platform rocker chairs, one chest of drawers, one set silverware,, and cooking utensils, dishes, ned and dining room linen, and all other household furniture and equipment in the house on said premises, be and the same is awarded and granted to the plaintiff.

Given under my hand at Twin Falls, Idaho, this 30th day of September, 1949.

Hugh A. Baker.
District Judge.

COPY.

State of Idaho
County of Twin Falls } ss
I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.
Ed Bulles
Clerk of the District Court
By Irene O Nielsen Deputy

13991
DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 30 1949
Ed Bulles
Clerk
By Irene O Nielsen
Deputy Clerk
Entered SEP 30 1949 2:40 PM

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

* * * * * *

#13911

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 30 1949
C. O. Bottles Clerk
Ina O. Nielsen Deputy Clerk
Entered SEP 30 1949
2:15 PM

Leo W. Billingsley,

Plaintiff,

vs.

Mary Billingsley,

Defendant.

D E C R E E .

This cause having come on regularly to be heard before the Court, with the Honorable Hugh A. Baker, presiding on the 30th day of September, 1949, at the court room of the above entitled court in Twin Falls, Twin Falls County, State of Idaho, with the plaintiff appearing in person and by his counsel W.L. Dunn, Esq., and the defendant neither appearing in person or by counsel, but having theretofore caused her voluntary appearance and verified waiver to be filed in said cause, whereby she expressley waived the service of summons upon her and the statutory time within which to plead to plaintiff's complaint, submitted herself to the jurisdiction of the above entitled court and consented to a default being entered against her therein and the Clerk's default having been duly entered and the same approved by the Court, the court proceeded to hear the testimony of witnesses duly sworn and examined in support of plaintiff's complaint, and the matter being finally submitted and the Court being fully advised in the premises, finds that the defendant has treated plaintiff with extreme cruelty to the extent of causing plaintiff great and grievous mental and physical suffering and distress and that there are no children the issue of said marriage and no community property, and that all of the allegations of plaintiff's complaint are

are fully sustained, Wherefore, NOW, THEREFORE upon motion of W. L. Dunn, counsel for the plaintiff it is Hereby ORDERED, ADJUDGED and DECREED:

That the bonds of matrimony heretofore existing between the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony.

Dated September 30, 1949.

Thos L. A. Baker
DISTRICT JUDGE.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bullers
Clerk of the District Court
By June C. Nilsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

HERMINA MARY PIKE,)
Plaintiff,)
-vs-) D E C R E E.
FLOYD L. PIKE,)
Defendant.)

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 30 1949
C. A. Bills Clerk
By Irene C. Nielsen Deputy Clerk
Entered SEP 30 1949

This cause came on regularly to be heard in Open Court at Twin Falls, Idaho, on the 30th day of September, 1949, before Honorable HUGH A. BAKER, District Judge, Hermina Mary Pike, plaintiff, appearing in person and by her attorney, Frank L. Stephan, Esq., and the defendant Floyd L. Pike, having on the 6th day of September, 1949, admitted and accepted service of due and legal process in this action and having in said Acceptance of Service acknowledged that he is not now engaged in the military service of the United States of America, and having refused to answer or otherwise plead to plaintiff's Complaint on file herein and having consented that his default in said action might be entered forthwith, and the default of said defendant in the premises having been entered according to law, witnesses on the part of the plaintiff were regularly sworn and examined in support of the allegations contained in plaintiff's Complaint, and it satisfactorily appearing to the Court from the evidence in the case that plaintiff and defendant are wife and husband, and that plaintiff is now and for more than two (2) years last past and immediately preceding the commencement of this action has been a bona fide resident of the State of Idaho, and that all of the material averments of the Complaint in said action are sustained by testimony free from legal exceptions as to its competency, admissibility and

sufficiency, and that matters so alleged in said Complaint and proved on behalf of the plaintiff are sufficient in law to entitle plaintiff to a Judgment and Decree of Divorce against the defendant on the grounds of cruelty.

Now, on motion of Frank L. Stephan, Esq., attorney for plaintiff herein;

IT IS ORDERED, ADJUDGED AND DECREED That by virtue of the power and authority in this Court vested and in pursuance of the statutes in such cases made and provided, the marriage existing between Hermina Mary Pike, plaintiff herein, and Floyd L. Pike, defendant herein, be dissolved, and the same is hereby dissolved accordingly, and the said plaintiff and the said defendant are, and each of them is, hereby freed and absolutely released from the bonds of matrimony and all of the obligations and disabilities thereof, and hereby restored to the status of a single or unmarried person.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED That plaintiff, Hermina Mary Pike, be, and she is hereby given the care, custody and control of the minor child of the parties hereto, Linda Mae Pike, a daughter, born June 16, 1947.

Dated at Twin Falls, Idaho, this 30th day of September, 1949.

HUGH A. BAKER.
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

O. A. Bulles
Clerk of the District Court
By Irene O'Nielsen
Deputy

2-2.

7607

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY

--:--

CLEOTA BARBER,
Plaintiff,
-vs-
EUGENE A. BARBER,
Defendant.

14017

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 30
Clerk
Entered SEP 30 1949
Deputy Clerk
3:30 PM

DECREE

--:--

THIS ACTION coming on regularly to be heard and tried before the Court sitting without a jury on the 30th day of September, 1949, the defendant having acknowledged in writing service of complaint and summons and having in writing waived statutory time within which to appear and plead to plaintiff's complaint and having consented to the entry of his default, the default of the defendant in the premises has been duly entered according to law, the plaintiff appearing in person and by her attorney, Harry Benoit, Esq., and the defendant not appearing, either in person or by attorney;

Upon said hearing, testimony was introduced in behalf of said plaintiff and in support of her complaint, and the cause having been submitted, the Court having duly considered the law and the evidence, and it appearing to the satisfaction of the Court that the plaintiff is entitled to a decree of divorce upon the grounds of extreme cruelty and that each and all of the material allegations in plaintiff's complaint contained are true;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, That the marriage between the plaintiff and the defendant be, and the same is hereby, dissolved, and that said plaintiff and defendant,

and each of them, be, and they hereby are, released from all obligations thereof.

DATED this 30th day of September, 1949.

HUGH A. BAKER
District Judge

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled cause.

E. A. Bellers
Clerk of the District Court

Deputy

7608

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

James P. Gathings, Plaintiff,)
vs) DECREE.
Prudy Gathings, Defendant.)

The above styled cause coming on to be heard before the Court on the twenty fourth day of August, 1949 and the plaintiff appearing in person and by his attorney Roy E. Smith and the defendant appearing not and it satisfactorily appearing to the Court that defendant has heretofore entered her general appearance for all purposes herein, consented that her default herein might be entered by the Clerk of the Court and consented that the above styled matter might at the convenience of the Court be presented and heard and determined by the Court and it further appearing that the default of defendant has been by the Clerk of the Court duly and regularly entered according to law, and witnesses being sworn and evidence submitted in behalf of the plaintiff and the Court having duly considered the same and being fully advised in the premises finds that the material allegations of plaintiff's complaint are true and that defendant did on or about July 15, 1947 without reasonable cause therefore, desert and abandon plaintiff, wilfully, and has since said time remained away from plaintiff without reasonable osuse therefor.

It is therefore ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same hereby are, dissolved and the parties hereto restored to the status of single persons.

Dated this 30th day of August, 1949.

13947

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED SEP 10 1949
C. A. Bulles Clerk
Irene C. Nielsen Deputy Clerk

Entered SEP 10 1949

ISAAES E. LOWE
Judge of District Court.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bulles
Clerk of the District Court
Irene C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

Case No. 1141 Inst. No. 6
DISTRICT COURT VALLEY COUNTY IDAHO
Filed 9-8 1949 M
Forest E. Robb, Clerk
by Shirley Phillips, deputy

CAROLYNNE T. FREEMAN,)
Plaintiff,)
vs)
JACK FREEMEN,)
Defendant)

D E C R E E

THE ABOVE ENTITLED ACTION Coming on to be heard before the Court at Council, Idaho, this 7th day of September, 1949, Robert H. Remaklus appearing as attorney for the Plaintiff and the defendant not appearing either in person or by counsel and it appearing to the Court that due and legal service of summons and complaint has been made upon the defendant and the time allowed by law to the defendant for pleading has expired and no appearance having been made by the defendant, and it further appearing that an affidavit of non-military status of the defendant has been filed; and the default of the defendant having been duly and regularly entered; the Plaintiff introduced evidence in support of her complaint, which evidence was supported by other testimony, and the matter submitted to the Court, and the Court being fully advised in the premises finds that all the allegations contained in the Plaintiff's complaint are true and the Plaintiff is entitled to judgment as prayed for therein;

NOW, THEREFORE, On motion of Robert H. Remaklus, Attorney for Plaintiff, it is ORDERED, ADJUDGED and DECREED that the bonds of matrimony existing between Plaintiff and Defendant be and the same are hereby dissolved and that the Plaintiff is given and granted a decree of divorce of and from the defendant, and FURTHER, that the Plaintiff be and she is hereby restored to her former name of Carolynne T. Abbot.

Done and dated in open court at Council, Idaho, this 7th day of September, 1949.

Recorded in Book 3 of Judgments at page 44.

A. O. Sutton
District Judge

STATE OF IDAHO,) SS.
County of Valley.)

I, Forest E. Robb, Clerk of the District Court in and for Valley County, Idaho, DO HERBEY CERTIFY AND DECLARE that I have compared the foregoing Decree Freeman vs Freeman with the record of such decree in my office, which instrument is (filed and indexed) &Recorded) in Book 3 of Judgments, at page 44, and that the foregoing is a true and correct copy of such record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 9th. day of September, 1949.

Forest E. Robb

Clerk of the District Court

for Valley County, Idaho

By Shirley Phillips Deputy

7610

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

DONALD SWA, Plaintiff, vs LELA FAYE SWA, Defendant.	Case No. 1145 Inst. No. 6 DISTRICT COURT VALLEY COUNTY IDAHO Filed 9-15-1949 M Forest E. Robb, Clerk by Shirley Phillips, deputy D E C R E E

THIS CAUSE coming on to be heard before the Court at Chambers at Weiser, Idaho, this 14th day of September, 1949, Robert H. Remaklus appearing as counsel for the plaintiff, and the defendant having filed her appearance in which she did refuse to plead further and did consent to her default being taken, and the default of the defendant being duly and regularly entered, and the plaintiff having introduced oral evidence in support of his complaint and the Court being fully advised in the premises,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony now existing between the parties hereto be and the same are hereby dissolved and that the plaintiff be given and granted a decree of divorce of and from the defendant herein; and further that the plaintiff be given and granted the sole care, custody and control of Sharon Faye Swa, the minor child of the parties hereto.

Done and dated in Chambers this 14th day of September, 1949, at Weiser, Washington County, State of Idaho.

A. C. Sutton
District Judge

Recorded in Book 3
of Judgments at page 44.

STATE OF IDAHO,) ss.
County of Valley.)

I, Forest E. Robb, Clerk of the District Court
in and for Valley County, Idaho, DO HERBEY CERTIFY AND DECLARE that I have compared
the foregoing Decree Swa vs SWa
with the record of such decree
in my office, which instrument is (filed and indexed) & Recorded) in Book 3 of
Judgments, at page 44, and that the foregoing is a true and correct copy of such
record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 15th
day of September, 19.49..

Forest E. Robb

Clerk of the District Court
Valley County, Idaho
By. [signature]
Deputy

7611

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

1138 6

MARTHA HENTLEY LEHTI,
sometimes known as
MARTHA HENTLEY LEAF,

Plaintiff,

-VS-

FELIX LEHTI,

Defendant.

9-22 1949
Forest E. Robb
Shirley Phillips

D E C R E E

THIS CAUSE coming on to be heard before the Court at Chambers at Weiser, Idaho, this 21st day of September, 1949, the plaintiff appearing in person and with her counsel, C. Ben Martin, and the defendant having been duly and regularly served with copy of summons and complaint in the above entitled action, and the defendant having failed, refused and neglected to appear, plead to and answer the complaint within the time allowed by law and the default of the defendant having been duly and regularly entered, and the plaintiff having introduced oral evidence in support of her complaint, and _____ testified on behalf of the plaintiff, and the Court being fully advised in the premises,

NOW, THEREFORE, IT IS HEREBY ORDERED AND DECREED, and this does order and decree that the bonds of matrimony now existing between the parties hereto be dissolved and that the plaintiff be given and granted a decree of divorce of and from the defendant, and that the plaintiff have restored to her the use of her former name of Martha Hentley.

Done and dated in Chambers in Weiser, Idaho, this 21st day of September, 1949.

A. O. Sutton
District Judge

Recorded in Book 3 of Judgments
at page 45.

STATE OF IDAHO,) SS
County of Valley.)

I, Forest E. Robb, Clerk of the District Court in and for Valley County, Idaho, DO HEREBY CERTIFY AND DECLARE that I have compared the foregoing Decree Lehti vs Lehti ..... with the record of such decree in my office, which instrument is (filed and indexed &(Recorded) in Book 3 of Judgments, at page 45, and that the foregoing is a true and correct copy of such record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 22nd day of September, 1949.

Forest E. Robb
Clerk of the District Court
Valley County, Idaho
By [signature]
Deputy

7612

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

Law No. 1147 Inst. No. 8
DISTRICT COURT VALLEY COUNTY, IDAHO
Filed 9-22 1949 at M.
Forest E. Robb CLERK
Shirley Phillips

HOMER W. BARTON,
Plaintiff,
-VS-
THELMA L. BARTON,
Defendant.

DECREE

THIS CAUSE coming on to be heard before the Court at Chambers at Weiser, Idaho, this 21st day of September, 1949, the plaintiff appearing in person and with his counsel, C. Ben Martin, and the defendant having accepted service of summons and complaint in the above entitled action, and the defendant having failed, refused and neglected to appear, plead to and answer the said complaint within the time allowed by law and the default of the defendant having been duly and regularly entered, and the plaintiff having introduced oral evidence in support of his complaint, and A. D. Carr testified on behalf of the plaintiff, and the Court being fully advised in the premises,

NOW, THEREFORE, IT IS HEREBY ORDERED AND DECREED, and this does order and decree that the bonds of matrimony now existing bewteen the parties hereto be dissolved and that the plaintiff be given and granted a decree of divorce of and from the defendant herein, and further that there be awarded to the plaintiff the care, custody and control of the minor child of the parties hereto, to-wit: Kathleen Ellen Barton, during the summer months when the said minor child is not attending school, and the care, custody and control of the said minor child be awarded to the defendant at all other times, reserving to either of the parties the right of visitation with the

said minor child at all reasonable times while the said minor child is in the care, custody and control of the other party.

Done and dated in Chambers at Weiser, Idaho, this 21st day of September, 1949.

A. O. Sutton
District Judge

Recorded in Book 3 of Judgments at page 45.

STATE OF IDAHO,) ss.
County of Valley.)

I, Forest E. Robb, Clerk of the District Court in and for Valley County, Idaho, DO HERBEY CERTIFY AND DECLARE that I have compared the foregoing Decree Barton vs Barton ..... with the record of such decree in my office, which instrument is (filed and indexed & (Recorded) in Book 3 of Judgments, at page 45, and that the foregoing is a true and correct copy of such record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 22nd day of September, 19 49.

Forest E. Robb
Clerk of the District Court
Valley County, Idaho
By Shirley Phillips
Deputy

Case No. 1127 Inst. No. 10
DISTRICT COURT VALLEY COUNTY, IDAHO
Filed 9-22 1949 at M.
CLERK
By DEPUTY

7613

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

DOROTHY HUSKEY,

Plaintiff,

-vs-

AMIS E. HUSKEY,

Defendant.

DECREE

This matter came on duly and regularly to be heard on the 22nd day of Sept, 1949, upon the complaint of plaintiff, Pete Leguineche appearing as attorney for the plaintiff, and the defendant having heretofore appeared and filed his demurrer to said complaint, and such demurrer having been over-ruled and that said defendant refused to plead further to the said complaint and did waive any time to so plead and did authorize the entry of default against h im, for such failure to plead and thereupon the default of the said defendant was duly entered according to law, whereupon the said plaintiff introduced evidence, both oral and documentary, in support of her said complaint for divorce, and upon such evidence the Court finds the issues in favor of the plaintiff and against the said defendant and does find that the said defendant has been guilty of having treated plaintiff with extreme cruelty, as a result whereof the said plaintiff is entitled to be divorced from the said defendant.

The Court further finds that the said plaintiff and defendant have resided in the State of Idaho for more than

six (6) continuous weeks immediately preceeding the commencement of this action;

The Court further finds that plaintiff and defendant have made and entered into a Separation and Property Settlement Agreement, providing for the settlement between the parties, all of their rights to property, accumulations, support, maintenance, alimony, attorney's fees and rights of whatsoever nature and further providing for the custody, and the support and maintenance of two minor children, to-wit, Allan Lee Huskey, a boy aged eight (8) and Jerry Laverne Huskey, a boy aged five (5), and such agreement was introduced in evidence by the said plaintiff and the Court finds that such agreement and the provisions therein made in all respects are fair, equitable and proper.

NOW, THEREFORE, it is hereby ordered, adjudged and decreed that the bonds of matrimony heretofore and now existing between plaintiff and defendant be forever dissolved and set aside and that the said plaintiff be forever divorced from the said defendant, and each the said plaintiff and defendant are hereby restored to the status of a single person.

It is further ordered, adjudged and decreed that the said plaintiff shall have the custody and control of the said minor children, Allan Lee Huskey and Jerry Laverne Huskey, subject, however, to the rights of the said defendant to visit such children and to have such children visit him at all reasonable times and under reasonable circumstances and more particularly during, but not limited to vacations, holidays and week-ends.

It is further ordered, adjudged and decreed that the

said defendant shall pay to the said plaintiff for the support and maintenance of each of the said minor children the sum of Fifty ($50.00) Dollars per month until each of said minor children shall have attained the age of eighteen (18) years.

It is further ordered, adjudged and decreed that the said defendant in accordance with the said Separation and Property Settlement Agreement and in exchange for the sum of Twelve Hundred ($1200.00) Dollars to the said plaintiff paid by the said defendant, shall have and is hereby awarded as his sole and separate property free and clear from any claim or right on the part of the said plaintiff that certain real and personal property, located in the County of Valley, State of Idaho, more particularly described as follows, to-wit:

Beginning at the intersection of the south line of Section 25, Twp. 14 N.R. 3 E.B.M. with the West bank of the North Fork of the Payette River, thence West 665 feet more or less; thence North 33° 02' west parallel to the center line of the Idaho Northern Railway and 50 feet easterly therefrom for a distance of 469 feet more or less; thence east 100 feet at right angles with said center line of said railway to the place of beginning; thence North 9° 19' W. 348.7 feet more or less; thence North 22° 38' E. 710.0 feet more or less; thence South 56° 58' W. 728 feet more or less; thence South 33° 02' W. 719 feet more or less to the place of beginning; excepting 6/100 of an acre off the Northwest corner across which the Oregon Short Line runs and all being in Lots 10 and 11 of Section 25, Twp. 14 N.R. 3 E.B.M. subject to that certain Easement to the Hallack and Howard Lumber Company dated February 2, 1942, recorded in Book 6 of Misc., page 273, records of Valley County, Idaho.
Together with household furniture and effects therein situate, said property is worth the approximate sum of Two Thousand Five Hundred Dollars ($2,500.00).

Dated this 22nd day of Sept. 1949.

A. C. Scott
District Judge

Recorded in Book 3 of Judgments at page 46

STATE OF IDAHO,) SS.
County of Valley.)

I, Forest E. Robb, Clerk of the District Court
in and for Valley County, Idaho, DO HERBEY CERTIFY AND DECLARE that I have compared
the foregoing Decree Huskey vs Huskey
with the record of such decree
in my office, which instrument is (filed and indexed) & (Recorded) in Book 3 of
Judrments, at page 46, and that the foregoing is a true and correct copy of such
record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 7th
day of October, 1949.

Forest E. Robb
Clerk of the District Court
Valley County, Idaho
By [signature]
Deputy

Suit No. 1136 Inst. No. 9

DISTRICT COURT VALLEY COUNTY, IDAHO

Filed 9-27 1949 at M

7614

Lenard E. Dahl CLERK

By Shirley Shelton DEPUTY

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

W. N. WALKER, Plaintiff, vs LAVERNA O. WALKER, Defendant.	D E C R E E

The above entitled cause came on to be heard before the Court in Chambers at Weiser, Idaho, on the 23rd day of September, 1949, the plaintiff appearing in person and by Robert H. Remaklus, his attorney; and, a stipulation settling the property rights of the parties hereto having been filed, and the defendant having withdrawn her demurrer and refused to plead further, and the default of the defendant was duly and regularly entered, and, the plaintiff introduced testimony in support of his complaint, and the Court having heard the testimony and being fully advised in the premises;

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff W. N. Walker, divorced from the defendant, Laverna O. Walker, and each of the parties hereto restored to the status of a single person;

That the stipulation between the parties, a copy of which is marked EXHIBIT "A" and attached hereto, be and the same hereby is, made a part of this decree as if fully set out herein;

That the defendant shall make, execute and deliver to the plaintiff all instruments of transfer and conveyance as shall be required at any time in the future to perfect title to any said property hereby awarded to the plaintiff;

That each the plaintiff and defendant at all times comply with and fulfill the terms, provisions and conditions of said stipulation hereby confirmed and approved and made a part hereof.

Done and dated in Chambers in Weiser, Idaho, this 23rd day of September, 1949.

A. O. Sutton
District Judge

STATE OF IDAHO,) ss.
County of Valley.)

I, Forest E. Robb, Clerk of the District Court in and for Valley County, Idaho, DO HEREBY CERTIFY AND DECLARE that I have compared the foregoing Decree Walker vs Walker with the record of such decree in my office, which instrument is (filed and indexed &(Recorded) in Book 3 of Judgments, at page 47, and that the foregoing is a true and correct copy of such record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 7th day of October, 1949.

Forest E. Robb
Clerk of the District Court
Valley County, Idaho
By [signature]
Deputy

EXHIBIT "A"

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

W. N. WALKER, PLAintiff, vs LAVERNA O. WALKER, Defendant.	S T I P U L A T I O N

WHEREAS, an action for divorce has been commenced by the plaintiff against the defendant in the above entitled Court and cause; and

WHEREAS, it appears that there is no possibility of a reconcilation between the plaintiff and defendant, and

WHEREAS, it is the desire of the parties hereto to settle their property interests in as friendly a manner as possible, NOW, THEREFORE, THIS STIPULATION,

IT IS STIPULATED by and between the plaintiff and defendant in the above entitled Court and cause that in the event the Court grants a divorce in said action that each of the parties hereto will pay the attorneys fee that each has contracted with his or her attorney and that the plaintiff will pay all costs of this action.

IT IS FURTHER STIPULATED by and between the parties hereto that the plaintiff, W. N. Walker, will pay to the defendant, Laverna O. Walker, the sum of One Thousand Dollars ($1,000.00) cash money, receipt of which is hereby acknowledged, and that the defendant, Laverna O. Walker, shall have all right, title and interest as her sole and separate property in and to a certain trailer house now owned by the parties but not described in the

complaint herein, provided however, that possession of the said trailer house shall be delivered to the defendant not later than the 15th day of June, 1950, and until such date the plaintiff shall be entitled to the use and occupancy of said trailer house and may if he so desires, take the same outside of the State of Idaho, and the defendant shall have all of her personal belongings.

IT IS FURTHER STIPULATED by and between the parties hereto that all right, title and interest in the real property described in the said complaint on file herein, and all other personal property shall be and become the sole and separate property of the plaintiff herein, said plaintiff assuming all debts and obligations of any kind and nature attaching to said real and/or personal property as well as any current bills or expenses charged to either of the parties hereto as of this date except that the plaintiff shall not be required to pay any personal bills contracted by the defendant subsequent to the 8th day of June, 1949.

IT IS FURTHER STIPULATED by and between the parties hereto that in the event said Court sees fit to grant a divorce in the above entitled action that the Decree shall be drawn in accordance and conformity with this Stipulation.

W. N. Walker

Laverna O. Walker

Recorded in Book 3 of Judgments at page 47

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

LETA BOWES, sometimes known as LETA PHIPPS,

Plaintiff,

-VS-

KYLE PHIPPS,

Defendant.

D E C R E E

THIS CAUSE coming on regularly to be heard in open court at Cascade, Idaho, this 29th day of September, 1949, the plaintiff appearing in person and with her counsel, C. Ben Martin, and it appearing to the satisfaction of the Court that the defendant has been regularly and duly served with copy of summons and complaint in the above entitled action, and the defendant having failed, refused and neglected to appear, plead to or answer the complaint within the time allowed by law the default of the defendant was duly entered; the plaintiff having introduced evidence in support of her complaint and Mary Wallace having testified on behalf of the plaintiff and the Court being fully advised in the premises finds that the allegations contained in said complaint are true and the plaintiff is entitled to the relief as prayed in said complaint.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED, and this does order, adjudge and decree that the marriage existing between the parties hereto be annuled and held for naught and the parties, and each of them, are freed from the obligations thereof.

Done and dated in open Court this 29th day of September, 1949.

A. O. Sutton
District Judge

Case No. 1139 Inst. No. 5
DISTRICT COURT VALLEY COUNTY IDAHO

Filed 10-12 1949 at M
Forest E. Robb, Clerk
by Shirley Phillips, deputy

Recorded in Book 3 of Judgments at page 49.

STATE OF IDAHO,) ss.
County of Valley.)

I, Forest E. Robb, Clerk of the District Court,

in and for Valley County, Idaho, DO HERBEY CERTIFY AND DECLARE that I have compared the foregoing Decree

with the record of such instrument

in my office, which instrument is (filed and indexed) &(Recorded) in Book 3 of

Judgments, at page 49, and that the foregoing is a true and correct copy of such record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 17th day of October, 19.49.

Forest E. Robb

Clerk of the District Court.

Valley County, Idaho

By Shirley Phillips

Deputy

Y

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON.

HAZEL EBSEN Palintiff

VS.

EMIL EBSEN Defendant

D E C R E E

On this the 6th day of September 1949, the above entitled action came on for trial before the court, the plaintiff being present in person and by her Attorney Frank D. Ryan, and it appearing that the Defendant was duly and personally served with summons with a copy of complaint attabhed in said action outside the State of Idaho, and that he is in default and has failed to appear herein, on motion of Attorney for Plaintiff the default of said defendant is duly and regularly entered. Thereupon the plaintiff introduced her evidence and the court finds therefrom that the allegations contained in plaintiff's complaint are true and that plaintiff is entitled to the relief prayed for.

WHEREFORE, It is ordered, adjudged, and decreed that the said defendant is guilty of extreme cruelty toward the plaintiff as alleged in plaintiff's complaint, and that the marriage existing between plaintiff and defendant, be, and the same is hereby dissolved, and the parties restored to the status of single persons, and each party is enjoined from inheriting from or through the other,

Dated this 6th day of September, 1949.

A. O. Sutton
District Judge

STATE OF IDAHO)
: ss
County of Washington)

I, Naomi Black, clerk of the District Court of the Seventh Judicial District of the County of Washington in and for the State of Idaho, do hereby certify that the above and foregoing copy of decree of divorce in the above entitled action of Hazel Ebsen vs. Emil Ebsen is a true, full and correct and complete copy of the original thereof

on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the 6th day of September.

Marian Black

Clerk of the District Court

7617

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR WASHINGTON COUNTY

MARK MAYNARD		
Plaintiff,		
vs.		D E C R E E
WINONA MAYNARD		
Defendant,		

THIS MATTER HAVING COME ON REGULARLY TO BE HEARD ON THIS 6th day of September, 1949, the default of the defendant having been duly entered for failure to appear or plead within the time allowed by law; the Court having heard the testimony on behalf of the plaintiff and being fully advised and finding the material allegations of plaintiff's complaint to be true,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED and this does ORDER, ADJUDGE, AND DECREE that the plaintiff be and hereby is divorced from the defendant and the marriage heretofore existing between the plaintiff and defendant is hereby dissolved.

A. O. Sutton
District Judge

Dated Sept. 6 1949

STATE OF IDAHO
County of Washington } ss.

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of Decree in the above entitled action of Mark May nard -vs- Winona Maynard is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 8th day of Sept, 19 49

Clerk of the District Court

7618

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR WASHINGTON COUNTY

ROGER E. WYNN	)	
Plaintiff,	)	
vs.	)	D E C R E E
	)	
MARY ELLEN WYNN	)	
Defendant,	)	

THIS MATTER HAVING COME ON REGULARLY TO BE HEARD ON THIS 9th day of September, 1949, the default of the defendant having been duly entered for failure to appear or plead within the time allowed by law; the Court having heard the testimony on behalf of the plaintiff and being fully advised and finding the material allegations of plaintiff's complaint to be true,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED and this does ORDER, ADJUDGE, AND DECREE that the plaintiff be and hereby is divorced from the defendant and the marriage heretofore existing between the plaintiff and defendant is hereby dissolved.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the property settlement entered into by the plaintiff and defendant on the 16th day of August, 1949, be and the same is hereby confirmed and approved by the Court.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the defendant's maiden name of MARY ELLEN KISER, be and hereby is restored to her.

A. D. Sutton
District Judge

Dated September 9th 1949

STATE OF IDAHO
County of Washington } ss.

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of Roger E. Wynn -vs- Mary Ellen Wynn is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 9th day of September, 1949.

Naomi Black
Clerk of the District Court

7619

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR WASHINGTON COUNTY.

LOTTIE HOLBROOK

PLAINTIFF

VS

JOHN PATRICK HOLBROOK

DEFENDANT.

D E C R E E .

This matter having come on regularly to be heard on the 9th day of September 1949; the default of the defendant having been entered for failure to appear or plead within the time allowed by law; the court having heard the testimony adduced on behalf of the plaintiff, and being advised and finding all of the material allegations of plaintiff's complaint to be true.

IT IS HEREBY ORDERED ADJUDGED AND DECREED , AND THIS DOES ORDER ADJUDGE AND DECREE, that the plaintiff is awarded a decree of divorce from the defendant , the amrriage heretofore existing between the plaintiff is dissolved and each of the parties to this action is restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED , that the custody of the minor child of plaintiff and defendant to-wit:

PATTY ANN HOLBROOK,

BE AND HEREBY IS AWARDED TO THE PLAINTIFF, SUBJECT TO THE RIGHT OF THE DEFENDANT TO SEE THE SAID CHILD AT REASONABLE TIMES AND PLACES.

Dated Sept 9th 1949

A.O.SUTTON DISTRICT JUDGE

STATE OF IDAHO
County of Washington } ss.

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of Lottie Holbrook -vs- John Patrick Holbrook is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 9th day of September, 1949.

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON

* * * * * * *

MARCILLE McKEVITT,
Plaintiff,
vs.
R. J. McKEVITT,
Defendant.

D E C R E E

* * * * * * *

THIS CAUSE, Having been brought on to be heard this _____ day of September, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Kandahar, Afghanistan, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, R. J. McKevitt, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Marcille McKevitt, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

DATED At Weiser, Idaho, this 21st day of September, 1949.

A. A. Sutton
District Judge.

STATE OF IDAHO
County of Washington } ss.

7620

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of MARCILLE McKEVITT -vs- R.J.McKEVITT is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 12th day of October, 1949.

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO. 22050 FILED P.M. A.M.

OCT 4 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL DEPUTY

WILLIAM EARL SIVEY,

Plaintiff,

vs.

CATHERINE LOUISE SIVEY,

Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED ACTION came on regularly for trial before the court at Boise, Idaho October 3, 1949; the plaintiff appearing in person and with his attorney. The defendant appeared by Anderson and Thomas her attorneys.

IT APPEARING TO THE COURT that due and lawful service of summons and complaint has been had and made upon the defendant personally in Ada County, Idaho for the time and in the manner provided by law, that the defendant has appeared herein and answered and cross-complained, and this case has heretofore been regularly set for trial.

THE COURT having received testimony on behalf of plaintiff, plaintiff rested his case; thereupon the defendant declined to offer proof and rested; and the court being fully advised, findings of fact and conclusions of law being waived, the court finds generally for the plaintiff and against the defendant, and finds the plaintiff entitled to decree of divorce; that the minor children, Kathleen Louise and Marcia Ann, should be kept in the care of their mother, the defendant; and that the plaintiff should contribute for their support the sum of $25.00 per month for each child during the respective minorities of said children, and that the plaintiff should have reasonable rights to visit and be visited by the said children,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the bonds of matrimony heretofore existing between the plaintiff, William Earl Sivey and the defendant, Catherine Louise Sivey, be and they are absolutely dissolved and the said parties are absolutely divorced.

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

2. That the children of said marriage, towit, Kathleen Louise Sivey, and Marcia Ann Sivey, be and they are awarded into the custody and keeping of the defendant Catherine Louise Sivey, subject to the right of the plaintiff to visit and be visited by the said children at reasonable times and places.

3. That the plaintiff be and he is required to pay to the defendant for the support of said minor children, the sum of $25.00 per month for each child commencing with the month of October, 1949, and continuing during the respective minorities of the said children.

4. That the property settlement agreement between the parties dated April 20, 1949, be and the same is ratified and confirmed, and included herein by this reference.

Rendered, dated and entered, October 4, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce: William Earl Sivey
vs. No. 22050
Catherine Louise Sivey

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of October, 1949.

By Irma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

7622

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

GLADYS N. WOOTEN,
Plaintiff,
vs
ELMER S. WOOTEN,
Defendant.

COPY

NO. 22410 FILED A.M. P.M. OCT 7 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

DECREE

THIS CAUSE came on regularly to be heard in open Court this 7th day of October, 1949, upon the complaint of the plaintiff, Gladys N. Wooten; Pasco B. Carter appearing for the plaintiff and the defendant not appearing either in person or by attorney; that the defendant failed to appear or plead to plaintiff's complaint which was duly and regularly served on him together with a copy of the summons as required by law and his default for not appearing and pleading as aforesaid was ordered entered by the Court; that the plaintiff filed an affidavit stating that the defendant was not in the military service of the United States of America in any capacity. Evidence was introduced by the plaintiff in support of the allegations of her complaint, and the cause submitted to the Court for a decision and the Court being fully advised in the premises, finds, concludes, decides and decrees:

1.

That the plaintiff now is, and for more then six weeks immediately preceding the commencement of this action has been a bone fide resident of the State of Idaho.

2.

That the plaintiff and defendant intermarried at Twin Falls, Idaho, on the 14th day of August, 1948, and ever since have been and now are, husband and wife. That there are no children born of their marriage and they have no community property.

That for many months lest past said defendant has treated plaintiff with extreme cruelty, and has inflicted upon her grievous mental suffering, which conduct has impaired plaintiff's happiness and well being and has caused her great worry and misery. That to continue to maintain marital relations with the defendant would serve no useful purpose and by reason thereof the said plaintiff is entitled to a decree of divorce.

WHEREFORE IT IS ORDERED, ADJUDGED AND DECREED:

That the marriage heretofore and now existing between the plaintiff and defendant be, and the same is, hereby dissolved upon the ground of defendant's extreme cruelty to the plaintiff, and that the parties are, and each of them is, freed from the bonds of matrimony and all the obligations thereof, and that the plaintiff and defendant are restored to the status of single persons.

That plaintiff is hereby restored to her former name of Gladys N. Newman.

Dated this 7th day of October, 1949.

CHARLES E. WINSTEAD

District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE: Gladys N. Wooten

-vs- No. 22410

Elmer L. Wooten

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of October, 1949

By Irma Hill, Deputy.

OTTO F. PETERSON, Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * * * *

RALPH W. McCLURE,

Plaintiff,

-vs-

SHIRLEY JEAN McCLURE,

Defendant,

_D_E_C_R_E_E_

COPY

No 22222

FILED

A.M. P.M.

OCT 7 1949

OTTO F. PETERSON, Clerk

By B. CLYDE EAGLESON DEPUTY

* * * * * * * * *

THIS CAUSE Having been brought on to be heard this 7th day of October, 1949, JAMES W. BLAINE appearing as counsel for the plaintiff herein, defendant not appearing in person, by counsel, or otherwise, service of the verified complaint and summons in said action having been made upon said defendant by publication as provided and required by law, and the time for answering having expired and no answer, demurrer or other appearance having been filed in said cause; the defendant having failed to make an appearance in said action, the default of said defendant, SHIRLEY JEAN McCLURE, was duly entered herein;

That upon the complaint herein as confessed by said defendant it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, RALPH W. McCLURE, to the relief demanded in the complaint and prayed for;

That plaintiff herein was a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested

and in pursuance of the statutes in such cases made and provided does order, adjudge and decree that the marriage now existing between the plaintiff and defendant herein be wholly dissolved and that the said parties, and each of them, are released from the bonds of matrimony and all obligations thereof.

DATED At Boise, Idaho, this 7th day of October, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deerce, McClure vs McClure
Case 22222

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7 day of Sept., 1949.

By B. Appleton, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

MILDRED DeMYER,

Plaintiff,

vs.

HARVEY F. DeMYER,

Defendant.

COPY

NO. 22287 FILED A.M. P.M.

OCT 7 1949

OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

JUDGMENT AND DECREE

THIS CAUSE coming on regularly to be heard on the 7th day of October, 1949, before the Court without a jury, Elam and Burke,, attorneys appearing for said plaintiff, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and that the time for answering, demurring or appearing has expired, and that the default of said defendant, Harvey F. DeMyer, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered herein.

WHEREUPON evidence, duly corroborated as required by law, was introduced by the plaintiff from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility and sufficiency; and it further appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and the premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this does ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony between plaintiff and defendant be and the same are hereby forever dissolved.

2. That the plaintiff be awarded the care and custody of the six minor children of plaintiff and defendant, to-wit: Karen DeMyer, Patricia DeMyer, Phyllis DeMyer, Margaret DeMyer, Charles DeMyer, and Joanne DeMyer.

3. That the community property be awarded to plaintiff as her sole and separate property; said community property consists of the following:

All right, title and interest of plaintiff and defendant in Lot 3, Block 3, Fairview Acres, Subdivision No. 5 in Ada County, Idaho.

Household furniture.

Money deposited with the Continental State Bank, Boise, Idaho, in the name of defendant. Said bank is instructed to deliver said deposit to Elam and Burke, Attorneys for plaintiff.

4. That defendant shall pay to plaintiff for the support and maintenance of said minor children the sum of $20.00 per week until the youngest child becomes of age.

Dated: October 7th, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree: Mildred De Myer vs. Harvey F. De Myer No. 22287 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of October, 1949.

By Donna Hill, Deputy.

OTTO F. PETERSON,
Clerk.

ELAM AND BURKE
ATTORNEYS AT LAW
BOISE, IDAHO

4

IN THE DISTRICT COURTOF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

-O-

WINONA M. SMITH,)
Plaintiff,)
vs.)
HAROLD G. SMITH,)
Defendant.)

D E C R E E

-O-

COPY
No 2231/2
FILED
A. M. P. M.
OCT 17 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

This cause coming on regularly to be heard before the above entitled Court this 17th day of October, 1949, in the Courtroom of the Court House at Boise City, Ada County, State of Idaho, the Plaintiff appearing in person and by her attorney, Fred M. Taylor, and the Defendant appearing not, either in person or by attorney, and it appearing that the Defendant has heretofore been duly and regularly served with Summons and Complaint in said action, and that the time for his appearance to answer and plead to said Complaint has expired, and due and proper proof having been submitted, showing that the Defendant is not now in the Military Service of the United States of America, pursuant to the terms and conditions of the "Soldiers' and Sailors' Relief Act of 1940", or any amendment to said Act, and that the default of said Defendant has been duly entered herein, the Court proceeded to hear the evidence from which the Court finds as follows:

That the allegations contained in Plaintiff's Complaint are sustained by the evidence, and the matters so alleged and proved on behalf of the Plaintiff are sufficient to entitle her to the relief prayed for and as herein provided.

WHEREFORE, All and singular the law and the premises being

by the Court here understood and fully considered, it is hereby ORDERED, ADJUDGED, AND DECREED:

That the marriage heretofore and now existing between the Plaintiff, Winona M. Smith, and the Defendant, Harold G. Smith, be, and the same is hereby, dissolved, and the said parties are, and each of them is, freed and absolutely relieved from the bonds of matrimony and all the obligations thereof, and that the Plaintiff and Defendant are, and each of them is, restored to the status of a single person.

That the Plaintiff be, and she is hereby, awarded the care, custody and control of the minor child of the Plaintiff and Defendant, namely, Timothy Roy Smith;

That the Defendant be, and he is hereby, required to pay to the Plaintiff for the care, support, maintenance and education of said minor child the sum of $35.00 per month commencing with the month of October, 1949, and continuing each month thereafter for one year, and the sum of $50.00 per month commencing with the month of October, 1950, and continuing until such child shall have attained his majority.

Dated at Boise, Idaho, this 7th day of October, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO)
: ss.
County of Ada)

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 7th day of October, 1949.

(SEAL)

OTTO F. PETERSON, Clerk
By R. Opie Eagleson
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY

OF ADA.

* * * * * * * * * * * * *

WINONA L. STANTON,

Plaintiff,

-v-

ELDEN R. STANTON,

Defendant.

D E C R E E

COPY
NO 22431
FILED P. M.
A. M.
OCT 14 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

* * * * * * * * * * * * *

THIS CAUSE, Coming on regularly to be heard by the Court without a jury, this 14th day of October, 1949, Delana & Delana, appearing as Counsel for the Plaintiff, and it appearing that the Defendant had been duly and regularly served with Summons and Complaint in said action, and that due and proper proof had been submitted showing the defendant not to have been and not being in the Military Service pursuant to the terms and conditions of the "Soldiers' and Sailors' Relief Act of 1940" and that default had been duly and regularly entered in said action, THEREUPON, Witnesses were sworn and examined on the part of the Plaintiff, and the evidence having been closed, the cause was submitted to the Court for its consideration and decision, and the Court being fully advised in the premises, renders its decision as follows:

NOW, THEREFORE, By reason of the law and the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between Plaintiff and Defendant be and the same is hereby dissolved.

2. That the Plaintiff is given the custody of said minor child, ROGER DEAN STANTON, aged five years, subject to the right of the Defendant to visit said child at reasonable times.

3. That the Defendant pay to the Plaintiff the sum of TEN AND NO/100 DOLLARS ($10.00) per week on the first day of each week hereafter, for the support of said minor child until said child reaches its majority.

DATED: This 14th day of October, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Stanton vs Stanton
Case # 22431

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of Oct., 1949

By F B Ogle Englesman, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY
No. 22333
FILED
A. M. P. M.
OCT 24 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

HELDA J. LOVELL,

Plaintiff,

v.

VIRGIL L. LOVELL,

Defendant.

DECREE OF DIVORCE

This matter coming on regularly for trial before the Court without a jury on this 14th day of October, 1949, the plaintiff appearing in person and with counsel, Wm. F. Galloway, and defendant having been regularly served with summons and having filed his duly executed admission of service and waiver of rights under the Soldiers and Sailors Reserve Act of 1940 and having consented that his default may be entered herein, and his said default having been so entered; evidence having been introduced by and on behalf of plaintiff; the court having found, and hereby finds, that each and all of the allegations of plaintiff's complaint are true, and the matter having been submitted to the Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby dissolved.

That plaintiff be awarded the custody of the parties' two minor children, Vicky Ann, age 3 years, and Bonnie May, age 2 years with the provision that defendant may visit them at reasonable times and places.

That defendant pay plaintiff the sum of $100.00 per month for the support and maintenance of herself and said minor children.

That plaintiff be awarded the parties' community property consisting of household furniture and equipment.

DATED AND SIGNED at Boise, Idaho, this 21st day of October, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 24th day of October, 1949.

OTTO F. PETERSON
Clerk of the District Court

By F. B. Clyde Eagleson
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

****

MARGARET LOUISE BENNETT,
Plaintiff,
-vs-
HAROLD FRANCIS BENNETT,
Defendant.

COPY
No. 22373
Filed
OCT 17 1949
OTTO F. PETERSON, Clerk
By E. CLYDE EAGLESON DEPUTY

DECREE OF DIVORCE

****

This cause came on regularly for trial without a jury, before the Court on the 17th day of October, 1949, Harry Keyser appearing as attorney for plaintiff and defendant not appearing either in person, by counsel or at all, his default having been duly entered herein for failure to appear or plead herein within twenty days after having been duly and personally served with summons at San Francisco, California, on order duly made for personal service outside of this State, and it appearing from affidavit of plaintiff that defendant is not in the Military Service of the United States of America there being no appearance within the time required by law; whereupon plaintiff and her corroborating witness were duly sworn and testified on behalf of plaintiff and the cause was finally submitted to the court for its consideration and decision, and the Court having duly considered the same and being fully advised in the law and premises now hereby finds and decides that all the allegations of plaintiff's complaint are true and she is entitled to the relief prayed;

NOW THEREFORE, It Is ORDERED, ADJUDGED AND DECREED that the bonds of matrimony hitherto existing between plaintiff and defendant be and the same are hereby absolutely dissolved and plaintiff is awarded an absolute divorce from defendant.

Done in open Court this 17th day of October, 1949.

Chas. F. Koelsch
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, G Bennett vs G Bennett
Case # 22373

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17th day of Oct., 1949.

By G Dyas Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

7629

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

Copy

* * * * * * *

NO. 22208
FILED
A.M. ..... P.M. .....
OCT 21 1949
CLERK, DISTRICT COURT
By Marna J. Foster DEPUTY

MARGUERITE H. FOX,

Plaintiff,

vs.

JACK L. FOX,

Defendant.

D E C R E E

* * * * * * *

THIS CAUSE, Having been brought on to be heard this 21st day of October, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in said action in Boise, Ada County, Idaho, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Jack L. Fox, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Marguerite H. Fox, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided

does order, adjudge and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of James L. Fox, and Shirlee Fox, the minor children of plaintiff and defendant be awarded to the plaintiff herein and that the said defendant may have the privilege to visit the said minor children at all reasonable and proper times and places while said minor children are under the care, custody and control of the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the property settlement agreement entered into between the plaintiff and defendant is hereby ratified, approved and confirmed.

DATED At Boise, Idaho, this 21st day of October, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, }ss.
County of Ada

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree in the case of Marguerite N. Fox vs. Jack L. Fox, No. 22208 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of October, 1949.

OTTO F. PETERSON,
Clerk.

By Marna I. Foster, Deputy.

7630

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * *

NO. 22411
FILED
A. M. ____ P. M. ____
OCT 21 1949
OTTO F. PETERSON, Clerk
BY Marna J. Lester
DEPUTY

LOLA SUMMITT,
Plaintiff,
vs.
ROBERT SUMMITT,
Defendant.

* * * * * * *

D E C R E E

THIS CAUSE, Having been brought on to be heard this 21st day of October, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Boise, Ada County, Idaho, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Robert Summitt, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Lola Summitt, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of Sharon Kaye Summitt, the minor child be awarded to the plaintiff herein and that the defendant may have the privilege to visit the said minor child at all reasonable and proper times and places while said minor child is under the care, custody and control of the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant herein, Robert Summitt, shall pay to the plaintiff herein for the care and support of the minor child of the plaintiff and defendant, namely, Sharon Kaye Summitt, the sum of ~~Fifty~~ Forty and no/100 ($40.00) Dollars per month.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the property settlement agreement entered into between the plaintiff and defendant is hereby ratified, approved and confirmed.

DATED At Boise, Idaho, this 21st day of October, 1949.

CHARLES F. WINSTEAD
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree in the case of
Lola Summitt vs Robert Summitt
No. 22411

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of October, 1949.

By Norma I. Foster, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

MINNIE LOUISE LUCKIE,

Plaintiff,

v.

EARL M. LUCKIE,

Defendant.

JUDGMENT AND DECREE

COPY
No. 22451
Filed
A. M. P. M.
OCT 21 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

This cause came regularly on for trial on the 21st day of October, 1949, before the Court without a jury, upon the verified complaint of the plaintiff, E. P. Barnes appearing as attorney for plaintiff, and the defendant not appearing in person nor by counsel, the default of the defendant having been duly entered for his failure to appear and plead to plaintiff's complaint within the time allowed by law, after having been duly served with summons and complaint herein, as required by law, and having been personally so served with summons and complaint in Ada County, Idaho, whereupon, plaintiff and her corroborating witnesses were called, sworn and examined and oral and documentary evidence introduced in her behalf and the cause was submitted to the Court for its consideration and decision, and the Court having fully considered the same and being duly advised in all of the law and the premises, hereby finds and decides that all of the allegations of the complaint of the plaintiff are true and that the plaintiff is entitled to a decree of divorce as prayed for therein upon the ground of extreme cruelty; to have the custody of Charles Brooks Luckie, aged seven years and six months, the minor child of plaintiff and defendant, awarded to her; and that the defendant be required to pay plaintiff the sum of

Thirty-five & no/100 ($35.00) Dollars per month for the support, care, maintenance and education of said minor child during his minority.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

First: That the bonds of matrimony existing between said plaintiff, Minnie Louise Luckie, and the said defendant, Earl M. Luckie, be and the same are hereby dissolved and the plaintiff is hereby decreed an absolute divorce from the said defendant upon the ground of extreme cruelty.

Second: That the custody of Charles Brooks Luckie, aged seven years and six months, the minor child of plaintiff and defendant, be and the same is hereby awarded to Minnie Louise Luckie, the plaintiff herein, with the right in said defendant to visit said child at all appropriate and proper times and places.

Done in open Court at Boise City, County of Ada, State of Idaho, this 21st day of October, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree, Luckie vs Luckie Case # 22451

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of Oct, 1949.

By B. Opal Eaglesom, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* *

Copy

NO. 22196
FILED
A. M._____ P. M._____
OCT 21 1949
OTTO F. PETERSON, Clerk
BY Norma J. Foster
DEPUTY

NELLIE M. TWISS,
Plaintiff,
-vs-
A. R. TWISS,
Defendant.

D E C R E E

* *

This cause came on regularly for trial in the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, on the 21st day of October, 1949, the plaintiff appearing in person and by her counsel, Glenn A. Coughlan and the defendant appearing by and through his attorney, E. G. Elliott, whereupon the plaintiff was duly and regularly sworn and examined and testified for and in her own behalf, and Ruth Straus, being duly sworn, testified and corroborated plaintiff's testimony with regard to her residence in the State of Idaho, and a written property settlement agreement entered into between the parties having been introduced in evidence, and thereupon the plaintiff rested and the defendant submitted no proof for and in his behalf, the case was thereupon submitted to the Court for its decision upon the testimony submitted for and in behalf of the plaintiff, and the Court being fully advised in the premises, now finds as follows: That this Court has jurisdiction of the subject matter of this action and of the person of the above named plaintiff and of the person of the above named defendant; that the plaintiff is entitled to a decree of divorce as prayed for in her complaint on file herein, and that the plaintiff is entitled

to have the full custody and control of the minor child of the parties; and that the defendant is entitled to visit the said minor child at any and all reasonable times; that the property settlement agreement entered into between the parties shall be approved.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED: That the marriage heretofore and now existing between the plaintiff, Nellie M. Twiss, and the defendant, A. R. Twiss, be and the same hereby is dissolved, and that the plaintiff and defendant and each of them be and they hereby are, restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED; That the plaintiff have the full, complete and absolute custody and control of the minor child of the plaintiff and defendant, Irene Twiss, but that the defendant shall have the right to visit the said minor child at any and all reasonable times.

IT IS ALSO ORDERED, ADJUDGED AND DECREED: That the defendant pay to the plaintiff for the support and maintenance of the minor child of the parties the following sums in the following manner: The sum of $40.00 per month commencing the 15th day of September, 1949, and a like sum on the 15th day of each month thereafter to and including September 15, 1951, at which time payments to the said Nellie M. Twiss, for the support and maintenance of Irene Twiss, shall be $100.00 per month, beginning October 15, 1951 and continuing thereafter, payable on the 15th day of each and every month until the said Irene Twiss completes her college education, limited to four (4) years after the said Irene Twiss finishes her high school education.

IT IS ALSO ORDERED, ADJUDGED AND DECREED; That the

property settlement agreement entered into between the parties hereto, plaintiff's Exhibit number 1, be and the same is hereby ratified, approved and confirmed and said agreement is incorporated herein and made part hereof by reference

Dated this 21st day of October, 1949.

CHARLES F. WINSTEAD
District Judge

STATE OF IDAHO)
(SS
COUNTY OF ADA)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree filed in the above entitled action and remaining now on file in my office in Boise, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of October, 1949.

OTTO F. PETERSON, Clerk
By Marna J. Fester Clerk

4

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

Copy

NO. 22458

FILED

A. M. _____ P. M. _____

OCT 21 1949

O. F. PETERSON, Clerk

By Marion J. Foster DEPUTY

DELLA M. PERSNER,

Plaintiff,

v.

FLOYD W. PERSNER,

Defendant.

DECREE OF DIVORCE

This matter coming on regularly for trial before the Court without a jury on this 21st day of October, 1949, the plaintiff appearing in person and with counsel, Wm. F. Galloway, and defendant having been regularly served with summons and having failed to appear and his default having been duly entered; evidence having been introduced by and on behalf of plaintiff; the Court having found, and hereby finds, that each and all of the allegations of plaintiff's complaint are true, and the matter having been submitted to the Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby dissolved.

That defendant is to pay plaintiff the sum of $50.00 per month for the support of Jerry Patrick, the parties' minor child, during minority for each month the plaintiff has custody of said child, such payments to be made on the first day of each such month.

That defendant is to pay plaintiff the sum of $100.00 per month as alimony for her own support and maintenance so long as she is not married to anyone other than defendant, such payments to begin October 1, 1949.

That plaintiff is to receive as her own sole and separate property the following described real property:

Lots 9, 10 and 11 in Block 8 of the Subdivision and Resubdivision of certain Blocks in Fairview Addition to Boise City, Ada County, Idaho.

That defendant is to receive as his sole and separate property the following:

B. The 1948 Oldsmobile Club Coupe which defendant now has in his possession.

C. The business which defendant is now operating at 505 Bannock Street, Boise, Ada County, Idaho under the trade name of Drive-In Pharmacy which consists of a drug store, fountain and lunch counter including all of the stock in trade, furniture and fixtures used at said place in connection with said business and all other property directly or indirectly connected with said business.

DATED and signed at Boise, Idaho, this 21st day of October, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Boise, Ada County, Idaho

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of October, 1949.

OTTO F. PETERSON
Clerk of the District Court

(SEAL)

By Norma I. Fowler
Deputy

7632

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

No. 22458

FILED A. M. P. M.

SEP 29 1950

OTTO F. PETERSON, Clerk

BY IRMA HILL DEPUTY

DELLA M. FEEDER,

Plaintiff,

vs.

FLOYD W. FEEDER,

Defendant.

ORDER MODIFYING DECREE OF DIVORCE

Upon the reading of the Modified Separation Agreement entered into by the parties above named dated September 16, 1950 and filed of record herein the 29th day of September, 1950; and both parties having been duly represented by Counsel; and said parties having consented and agreed in said Modified Agreement that the former decree entered in this case October 21, 1949 might be modified as stipulated without service of motion, notice, or hearing, or other proceedings; and it appearing from said stipulation that the parties have satisfactorily performed all acts required under said former decree to date;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said former decree entered in this case, October 21, 1949 be, and the same hereby is, modified as follows:

That the second and third unnumbered paragraphs of said decree commencing with the words " That defentant is to pay plaintiff" and continuing until and including the words "such payments to begin October 1, 1949 deleted and the following be substituted therefor:

"That the custody of the child of the parties, Jerry Patrick Feeder, is awarded to the plaintiff; Provided, however, that the defendant, at his request, is entitled to such custody during such part of the school summer vacation as defendant shall desire. Each party shall deliver such child to the other at Boise, Idaho, unless otherwise agreed between them, and each shall have the right during the custody of the other to visit said child and have such child visit him or her at all reasonable times and places. That while said child is living with and under direct care of plaintiff the defendant shall pay to plaintiff for his support, during minority, the sum of $35.00 per month, payable on the 10th day of each month, beginning October 10, 1950; and if the said child be living with and under direct care of another the defendant shall pay said sum to the plaintiff or to such other person.

"That the defendant pay monthly to plaintiff the sum of $40.00 per month beginning October 10th, 1950, and to so continue on the 10th day of each month while said plaintiff remains unmarried, as alimony for her support and maintenance."

DATED this 29th day of September, 1950

Charles E. Winstead

District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Order Modifying Decree of Divorce; Della M. Feeder vs. Floyd W. Feeder No. 22458 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of September, 1950

By Irma Hill, Deputy.

OTTO F. PETERSON, Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY
No. 22427 Filed 10:45 A.M. OCT 21 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

GLADYS PHILLIPS,

Plaintiff,

v.

IVAN PHILLIPS,

Defendant.

DECREE OF DIVORCE

This case coming on for hearing before the Court without a jury on the 21st day of October, 1949, the plaintiff appearing in person and with counsel and the defendant having been duly served with process and his default entered and not appearing, witnesses were sworn and testified on behalf of the plaintiff and the submitted to the Court and the Court being fully advised in the premisses, enters decree as follows;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the allegations in plaintiffs complaint are true and the plaintiff is entitled to a decree of divorce from the defen dant on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between the plaintiff and the defendant be and the same are hereby dissolved and the plaintiff is granted a decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the care, custody and control of the minor children of the plaintiff and defendant, Donna Jean Phillips, 17 years of age, Mary Louise Phillips, 15 years of age, Dale Wayne Phillips, 9 years of age and Bonnie Mae Phillips, 5 years of age be and the same is hereby awarded to the plaintiff and that the defendant pay to the plaintiff for the support of each of the last two minor children the sum of $20.00 each month until each shall reach the age of 18 years.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be awarded the milk cows now in her possession and the household furniture of the plaintiff and defendant and that defendant be awarded the remainder of their community property.

Dated and signed this 21st day of October, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, }ss.
County of Ada

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deeree, Phillips vs Phillips Case # 22427

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of Oct., 1949.

OTTO F. PETERSON,
Clerk.

By F. B. Ogle Eagleson, Deputy.

7635

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

NAOMI C. YEATS,

Plaintiff,

- vs -

SETH N. YEATS,

Defendant.

DECREE OF DIVORCE

Copy 23194
NO. FILED
A. M.
OCT 21 1949
OTTO PETERSON CLERK
BY DEPUTY

This cause came on regularly for trial before the Court on the 21st day of October, 1949, the plaintiff appearing in person and by her Attorney, J. B. Musser of Boise, Idaho; and it appearing that defendant was personally served with Summons in the manner provided by Law and; that thereafter and on the 3rd day of August, 1949, defendant filed his answer to plaintiff's Complaint and on the 21st day of October, 1949, withdrew the same and refused to plead further; that witnesses were called, sworn and testified on behalf of the plaintiff, and the cause having been submitted to the Court and the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED and DECREED, That the allegations of the Complaint are true and the defendant is guilty of extreme cruelty and that the plaintiff is entitled to a decree of divorce and she is hereby absolutely divorced from the defendant and freed from the bonds of matrimony and restored to the status of a single and unmarried woman.

Dated this 21st day of October, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree Yeats vs Yeats Case # 22194

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of Oct, 1949.

By R. Clyde Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

7636

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

No. 22201
FILED
A. M. ..... P. M. .....
OCT 24 1949
OTTO F. PETERSON, Clerk
BY Dorothy Reader DEPUTY

GLEN I. McPHERSON,

Plaintiff,

v.

NIVENA McPHERSON,

Defendant.

DECREE OF DIVORCE

This matter coming on regularly for trial before the Court without a jury on this 24th day of October, 1949, the plaintiff appearing in person and with counsel, Wm. F. Galloway, and defendant having been regularly served with summons and having failed to appear and her default having been duly entered; evidence having been introduced by and on behalf of plaintiff; the Court having found, and hereby finds, that each and all of the allegations of plaintiff's complaint are true, and the matter having been submitted to the Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby dissolved.

That plaintiff is awarded the parties' car and the following described property:

> Lot 12 in Block 6 of the Pine Grove Addition to the Village of Cascade as the same is shown by Official Plat on file and of record in the Recorder's office in Valley County.

That defendant is awarded the sum of $300.00 which plaintiff is ordered to pay her.

DATED and SIGNED at Boise, Idaho this 24th day of October, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree in
Glen D. McPherson vs Nivena McPherson
No. 22201

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 24th day of October, 1949.

By Marna J. Foster, Deputy.

OTTO F. PETERSON,
Clerk.

7637

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF ADA.

Copy

NO. 22467
FILED
A.M. ..... P.M. .....
OCT 26 1949
OTTO F. PETERSON, CLERK
By Marna J. Kester DEPUTY

Pearl Smith,
Plaintiff,
VS.
Melvin P. Smith,
Defendant.

DECREE.

This cause came on regularly for trial by the Court without a Jury on the 28th day of October, 1949, S. D. Fairchild, appearing as attorney for the plaintiff; the defendant not appearing by attorney or at all, and it appearing to the Court from the affidavit of the plaintiff that the defendant is not now in the military service of the United States of America, and is not a person in such service as defined in Section 101 (1) of the Act of Congress approved November 17th 1940, as amended, and commonly known as the Soldiers' and Sailors' Relief Act of 1940, his default for failure to appear or plead in said action within the time prescribed by law was duly and regularly entered, he having bee personally served with summons in said action more than twenty days prior to the time of the entering of said default; whereupon the plaintiff and her corroborating witness was duly sworn and examined, and testified in behalf of the plaintiff, and the cause was finally submitted to the Court for consideration and decision, and the Court having considered the same, and being fully advised in the premises, now hereby finds and decides that all of the allegations in plaintiff's verified complaint contained are true, the same having been established by sufficient competent evidence corroborated as required by law, and that the plaintiff is entitled to a decree as prayed for in her verified complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony hitherto existing between the plaintiff and the defendant, be, and the same are hereby dissolved, and that said parties and each of them be, and hereby are restored to the status of single persons.

IT IS FURTHER ORDERED AND DECREED, THAT THE PLAINTIFF be and hereby is restored the family name Scott, so that she may hereafter lawfully use the name Pearl Scott.

Done this 28th day of October, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE in

Pearl Smith vs. Melvin P. Smith, No. 22467

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 28th day of October, 1949.

By Marna J. Kester, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

-O-

DOROTHY E. MANNING,)
Plaintiff,)
vs.)
MELVYN E. MANNING,)
Defendant.)

-O-

Copy

D E C R E E. NO. 2270

FILED

A.M. P.M.

OCT 28 1949

C. J. F. [illegible], CLERK

Marna T. Foster DEPUTY

This cause coming on regularly to be heard before the above entitled Court this 28th day of October, 1949, in the Courtroom of the Courthouse at Boise City, Ada County, State of Idaho, the Plaintiff appearing in person and by her attorney, Fred M. Taylor, and the Defendant appearing not, either in person or by attorney, and it appearing that the Defendant has heretofore been duly and regularly served with Summons and Complaint in said action, and that the time for his appearance to answer and plead to said Complaint has expired, and due and proper proof having been submitted, showing that the Defendant is not now in the Military Service of the United States of America, pursuant to the terms and conditions of the "Soldiers' and Sailors' Relief Act of 1940", or any amendment to said Act, and that the default of said Defendant has been duly entered herein, the Court proceeded to hear the evidence from which the Court finds as follows:

That the allegations contained in Plaintiff's Complaint are sustained by the evidence, and the matters so alleged and proved on behalf of the Plaintiff are sufficient to entitle her to the relief prayed for, and as herein provided.

WHEREFORE, All and singular the law and the premises being

by the Court here understood and fully considered, it is hereby ORDERED, ADJUDGED, AND DECREED:

That the marriage heretofore and now existing between the Plaintiff, Dorothy E. Manning, and the Defendant, Melvyn E. Manning, be, and the same is hereby, dissolved, and that the said parties are, and each of them is, freed and absolutely relieved from the bonds of matrimony and all the obligations thereof, and that the Plaintiff and Defendant are, and each of them is, restored to the status of a single person.

That the Plaintiff be, and she is hereby, awarded the care and custody of the minor child of the parties hereto, namely, Virginia Raye Manning, subject to the right of the Defendant to visit and be visited by said child at reasonable times and places and the right of the Defendant to have said child visit and be with him during three months of the school vacation period each summer.

That the Defendant be, and he is hereby, required to pay to the Plaintiff the sum of $30.00 per month for the support, maintenance and education of said minor child, Virginia Raye Manning, commencing with the month of November, 1949.

Done and dated in open Court at Boise, Idaho, this 28th day of October, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO)
: ss.
County of Ada)

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 28th day of October, 1949.

(SEAL)

OTTO F. PETERSON, Clerk

By Norma J. Fester
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

Copy
NO. 22397
FILED
A. M. _____ P. M. _____
OCT 28 1949
OTTO F. PETERSON, Clerk
BY Marna J. Foster DEPUTY

BILLIE TORBERT,

Plaintiff,

vs.

DELLA TORBERT,

Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED ACTION came on regularly for hearing before the Court at Boise, Idaho, October 28, 1949, the plaintiff appearing in person and with his witness and attorney, and no person appearing for or on behalf of the defendant.

It appearing to the court that due and lawful service of summons and complaint has been had and made herein for the time and in the manner provided by law, that the defendant has made no appearance whatever herein within the time limited by law; that the defendant is in no military service, and order establishing that no cause of military service exists herein precluding entry of default has heretofore been entered herein, and the default of the defendant having been duly entered,

Upon motion of the plaintiff, the court proceeds to reception of testimony on plaintiff's behalf, and being fully advised, express findings of fact and conclusions of law being waived,

THE COURT FINDS generally for the plaintiff and against the defendant, and finds the plaintiff entitled to decree of divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

That the bonds of matrimony heretofore existing between the plaintiff Billie Torbert and the defendant Della Torbert be and they are hereby absolutely dissolved, and the parties hereto are absolutely divorced hereby.

Rendered dated and entered in open court this 28th day of October, 1949.

Charles E. Winstead
District Judge

L. L. CROWLEY
TORNEY AT LAW
BOISE, IDAHO

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce in Billie Forbert vs. Della Forbert No. 22397 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 28th day of October, 1949.

By Norma J. Fesler, Deputy.

OTTO F. PETERSON,
Clerk.

7640

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

* * * * * * *

NO. 22440
FILED
A. M._____ P. M._____
Oct. 28 1949
OTTO F. PETERSON, Clerk
BY Marna J. Lester
DEPUTY

BETTY K. MAHONEY,
Plaintiff,
-v-
CHARLES H. MAHONEY,
Defendant.

D E C R E E

* * * * * * *

THIS CAUSE, Coming on regularly to be heard by the Court without a jury, this 28 day of October, 1949, Delana & Delana, appearing as Counsel for the Plaintiff, and it appearing that the Defendant had been duly and regularly served with Summons and Complaint in said action, and that due and proper proof had been submitted showing the Defendant not to have been and not being in the Military Service pursuant to the terms and conditions of the "Soldiers' and Sailors' Relief Act of 1940" and that default had been duly and regularly entered in said action, THEREUPON, Witnesses were sworn and examined on the part of the Plaintiff and the evidence having been closed, the cause was submitted to the Court for its consideration and decision, and the Court being fully advised in the premises, renders its decision as follows:

NOW, THEREFORE, By reason of the law and the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony between Plaintiff and Defendant be and the same is hereby dissolved.

2. That the Plaintiff is given the custody of said Minor children, MARK ALLEN MAHONEY and DAN O. MAHONEY, subject to the right of the Defendant to visit said children at all reasonable times.

DATED: This 28th day of October, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree in Betty K. Mahoney vs. Charles H. Mahoney No. 22440

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 28th day of October, 1949.

By Dorma J. Kester, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

COPY

NO 22443 FILED A M P. M. OCT 28 1949 OTTO F. PETERSON, Clerk By B. CLYDE EAGLESON DEPUTY

ARTHUR L. RAMSEY,

Plaintiff,

-vs-

DOROTHY RAMSEY,

Defendant.

FINAL DECREE

This cause came on regularly for hearing before the Court, sitting without a jury, on this 28 day October, 1949, the plaintiff appearing in person and by his attorney and the defendant appearing not; and from the records and files in said action it appearing to the Court that the defendant was duly, regularly and personally served with Summons in Ada County, Idaho, and that more than twenty days have elapsed since such service; and that the defendant has failed to Answer or otherwise plead to said Complaint, and it further appearing from the Affidavit of plaintiff that defendant is not in the Military Service of the United States as defined by Section 101=(1) of the Act of Congress known as the Soldiers' and Sailors' Civil Relief Act of 1940, as amended; and witnesses having been sworn and having testified on behalf of plaintiff; and the matter having been submitted to the Court for determination thereof; and it appearing to the Court that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of extreme cruelty as prayed in plaintiff's complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the bonds of matrimony heretofore

and now existing between plaintiff and defendant be, and the same are hereby, dissolved and set aside upon the grounds of Extreme Cruelty inflicted upon plaintiff by defendant, and the said parties are, after the entry of this decree, each restored to the status of single persons.

Dated this 28 day of October, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree Ramsey vs Ramsey
Can't 22443

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 28 day of Oct, 1949.

By R. B. Agnew Eaglson, Deputy.

OTTO F. PETERSON,
Clerk.

FILED
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
1949
OCT 1 10 06 AM

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

MARIE LUNDSTROM,
Plaintiff,
-vs-
LEONARD LUNDSTROM,
Defendant.

DECREE

This cause came on regularly for hearing on this 1st day of October, 1949, before the Honorable L. E. Glennon, Judge of the above entitled court, the plaintiff appearing in person and by her counsel, P. A. Mc Dermott, and the defendant neither appearing in person nor by counsel, and it appearing that the defendant was duly and regularly served with summons and complaint in this action, according to law, and that the defendant failed to appear and answer, or otherwise plead within the time allowed by law, or at all, and that the default of said defendant has been duly and regularly entered herein;

Whereupon evidence was offered and received for and on behalf of the plaintiff in support of the allegations of her complaint, from which it appears that the allegations of said complaint are true, and said matters so alleged and proved on behalf of plaintiff are sufficient to entitle her to the relief prayed for in her complaint;

Now, on the motion of P. A. Mc Dermott, attorney for plaintiff, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby dissolved and the parties freed from all obligations thereof, and the plaintiff is hereby restored her former name of Marie Curtis.

Dated this 1st day of October, 1949.

L. E. Glennon
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Marie Lundstrom, Plaintiff, -vs- Leonard Lundstrom, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of October, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7643

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

FILED
CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

OCT 3 1947 4 27 PM

CARMA BAMBROUGH,)
Plaintiff,)
vs.) DECREE
DEAN BAMBROUGH,)
Defendant.)

The above entitled cause having come on regularly for hearing before the Court, the plaintiff appearing in person and by her attorneys, GEE & HARGRAVES, and the defendant appearing not, either in person or by counsel; and it appearing to the Court that the defendant has been duly and regularly served with Summons and Complaint as required by law and has filed herein a Written Acknowledgment of Service of Summons and Complaint; and it further appearing that the defendant has failed to appear and answer within the time provided for by law, waiving Finding of Fact and Conclusions of Law, and a default having been entered against him; and that an Affidavit of Non-Military Service has been duly executed and filed; and the plaintiff having been sworn and testified on her own behalf and a witness having been duly sworn and testified on behalf of the plaintiff in respect to her residence, and the plaintiff rested; and the Court having found from the testimony that all of the allegations contained in plaintiff's Complaint are true and correct and fully sustained by the evidence, and the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows, to-wit:

1. That the bonds of matrimony heretofore existing between the parties be, and the same are hereby dissolved. That an absolute Decree of Divorce is hereby granted in favor of the plaintiff and against the defendant, and the parties, and each of them, are hereby restored to the status of unmarried persons.

2. That the custody and control of the minor child of the parties, Craig Bambrough, be, and the same is hereby awarded to the plaintiff, Carma Bambrough, subject to further Order of the Court. That the defendant shall be and is hereby permitted to visit with said child at such times and places as shall be reasonable and convenient.

3. That the defendant, Dean Bambrough, shall pay to the plaintiff, for the support and maintenance of said plaintiff and of said minor child, the sum of $35.00 per month, payable on the 15th day of each month, beginning with the 15th day of October, 1949, and shall continue said payments until said child reaches the age of maturity, or until otherwise ordered by the Court; provided, however, that in the event the plaintiff shall remarry, said payments shall forthwith be reduced to the sum of $20.00 per month, payable as aforesaid, all for the support of the minor child.

DONE IN OPEN COURT, at Pocatello, Bannock County, Idaho, this 3 day of October, 1949.

L. E. GLENNON
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Carma Bambrough, Plaintiff -vs- Dean Bambrough, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of October, 19 49.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

FILED
Anna Keefe
CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
1949
OCT 10 2 57 PM

BETTY FINKEL,)

Plaintiff.)

-vs-) D E C R E E.

ALBERT FINKEL,)

Defendant.)

- - - - - - - - - - - - - - - - - - -

The above entitled cause having come on regularly for hearing before the Court, and the plaintiff appearing in person and by her counsel, Zener & Peterson, and the defendant appearing not, either in person or by counsel, and it appearing to the Court that the defendant has been duly and regularly served with Summons and Complaint as required by law, and that the time has expired for filing of an appearance by the defendant, and that no appearance has been filed, and it further appearing that the default of the defendant has been duly and regularly made and entered, and that the defendant is not a person within the terms and provisions of the Soldiers' and Sailors' Civil Relief Act of 1940; and the plaintiff having been duly sworn and testified on her own behalf, and having been sworn and testified in respect to the residence of the plaintiff, and the Court having found that the allegations of plaintiff's Complaint are fully sustained by the proof, and that the plaintiff is entitled to relief prayed for.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, as follows:

I.

That the bonds of matrimony heretofore existing between the parties be, and the same are hereby, dissolved, and an absolute Decree of Divorce is granted in favor of the plaintiff and against the defendant, and the parties, and each of them, are restored to their status of unmarried persons.

DONE IN OPEN COURT, This 5th day of October, 1949.

L. E. GLENNON
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Betty Finkel, Plaintiff -vs- Albert Finkel, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 12th day of October, 19 49

By..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7645

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

FILED

OCT 5 1949

EVA A. RUDDELL,

Plaintiff,

-vs-

H. BURL RUDDELL,

Defendant.

DECREE

This cause came on regularly to be heard this the Fifth day of October, 1949; the plaintiff appearing in person and by her attorney, Robert M. Terrell, and no one appearing for or on behalf of the defendant and it appearing to the Court that the defendant heretofore has accepted service of Summons in said action and voluntarily appeared herein and declined to plead to plaintiff's complaint and that his default for failing to answer or otherwise plead to plaintiff's complaint has heretofore been duly entered, thereupon the court proceeded to hear evidence submitted by the plaintiff in support of her complaint.

The plaintiff and Robert M. Terrell were sworn as witnesses and testified for and on behalf of the plaintiff and no one was sworn or testified for or on behalf of the defendant and all the proof being in and fully considered by the Court from which it appears that all of the allegations of plaintiff's complaint are true and are sustained by the proof submitted herein and the Court being sufficiently advised in the premises;

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff and defendant be, and the same are, dissolved and the plaintiff and defendant and each of them are restored to the status of single persons respectively;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff henceforth be permitted to resume and use the name of Eva A. Pentz, her former name before her marriage to the defendant herein.

DATED this the 5th day of October, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Eva A. Ruddell, Plaintiff -vs- H. Burl Ruddell, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of October, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

ROY EDWARD LEE,

Plaintiff and Cross-Defendant,

-vs-

JOE ANN LEE,

Defendant and Cross-Complainant

DECREE

This matter coming on for hearing at chambers at Pocatello, Bannock County, Idaho, before the Honorable L. E. Glasman, District Judge, the plaintiff and cross defendant being present in person and by his counsel F. E. TIDEMAN, and the defendant and cross complainant being present in person and by her counsel O. R. BAUM, and after submission of proof, the plaintiff introducting no proof in support of his said complaint, and the defendant and cross complainant submitting proof through witnesses and said cross-complainant, and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing by and between the parties hereto be severed, and the defendant and cross-complainant granted an absolute decree of divorce from the said plaintiff and cross-defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant and cross complainant is hereby awarded the following described property:

Household furniture of said parties,
Wedding presents of said parties, and
One lot in Fremont Heights, described as:

the same to be her sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff and cross defendant is hereby awarded the following property:

Trailer house,
One automobile,
4500 shares of oil stock, more or less.

the same to be his sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant and cross complainant be, and she is hereby, restored her maiden name of Joe Ann Willes.

DATED this 6th day of October, 1949.

L. E. GLENDEN
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

ROY EDWARD LEE, Plaintiff and Cross Defendant -vs- JOE ANN LEE, Defendant and Cross-Complainant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 7th day of October, 19 49.

By ..... Anna Keefe
Deputy — Clerk, District Court, Ex-Officio Auditor and Recorder

1605d

FILED
ANNA KEEFE
CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

1949
OCT 7 4 39 PM

GLADYS C. DRODEN,)
Plaintiff,)
vs.) JUDGMENT AND DECREE.
JOHN DRODEN,)
Defendant.)

The above-entitled action having come on for trial before the Honorable Isaac McDougall, District Judge, this 7th day of October, 1949. Plaintiff appeared in person and with her attorneys, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has now expired, and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections, that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and she is hereby awarded an absolute divorce from the defendant.

2. That all of the community property of plaintiff and defendant be, and it is hereby awarded to the plaintiff as her sole and separate property, and the defendant has no further right, title or interest in or to the same, said property is described as follows:

One Admiral Console radio-phonograph combination
One set Stell cabinets
One set Silverware
One 1937 Tudor Pontiac

3. That the following separate property of plaintiff be and it is hereby awarded to her asher sole and separate property, and that the defendant shall have no right, title, or interest in or to the same, said property, being as follows:

REAL PROPERTY:

Starting on the Southwest corner of Lot 11, Block 160 in the City of Pocatello; thence 85 feet along the West end of Lots 11 and 12, and 25 feet of Lot 13, parallel with Ninth Avenue; thence turn at a right angle in a Northeasterly direction on Lot 13, 60 feet; thence turn at a right angle 85 feet in a Southeasterly direction across Lots 13, 12 and 11, then turn at a right angle in a Southwesterly direction 60 feet paralleled with Wyeth Street, back to the point of beginning, containing 5100 square feet, according to the official survey as returned by Surveyor of the General Land Office.

PERSONAL PROPERTY:

One living room set, one bed, two chest of drawers, set bunk beds, 3 end tables, 1 electric iron, and one toaster, 1 electric range & 1 electric refrigerator.

4. That the defendant be, and he is hereby required to pay all outstanding community debts now due and owing, in the amount of approximately $1100.00.

5. That the defendant be, and he is hereby required to pay to plaintiff or to her attorneys, Black & Black of Pocatello, Idaho, the sum of $100.00 as attorneys fees for the prosecution of this action, and the further sum of $20.00 costs incurred in this action; said sums to be paid forthwith.

Dated this 7th day of October, 1949.

ISAAC MCDOUGALL
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Gladys C. Droden, Plaintiff -vs- John Droden, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 12th day of October, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

15975

FILED
CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

OCT 8 1949 11 IX AM 11:18

By Sarah Devaney

TONY WEEKS,

Plaintiff and Cross-Defendant,

-vs-

ELMAJEAN FAY WEEKS,

Defendant and Cross-Complainant.

DECREE

This cause came duly on for trial before the Court in the Bannock County Court House in Pocatello, Idaho, on the 8th day of October, 1949, at 11:00 A. M. of said day, The plaintiff and the cross-defendant appearing not, either in person or by counsel, and the defendant and cross-complainant appearing in person, together with one corroborating witness, and together with her attorney, H. J. Swanson of Pocatello, Idaho. It appearing to this Court from the files, records, and proceedings had herein that this cause is at issue on the answer of the defendant to the plaintiff's complaint, and also that there is a cross-complaint on file herein which has been served according to law upon the plaintiff and cross-defendant; that the time within which the plaintiff and cross-defendant could answer the said cross-complaint has expired and that a Clerk's Default has been entered against the cross-defendant for his failure to answer the cross-complainant's cross-complaint. That the said cause was duly and regularly set for trial by an order entered, and that the said plaintiff and cross-defendant has had due notice of the time and place of said trial.

That the plaintiff not being present to present any evidence in support of the allegations of the plaintiff's complaint, the Court finds that none of the allegations of the plaintiff's complaint are found to be true except insofar as they are admitted in the defendant's answer, and the Court further holds and finds that the plaintiff is not entitled any relief against the defendant by reason of the allegations contained in the plaintiff's complaint.

That thereupon the defendant and cross-complainant was duly and regularly sworn according to law, and testified in support of all the allegations contained in the defendant's cross-complaint, and also one witness was duly and regularly sworn and testified on behalf of the defendant and cross-complainant, and that from the said proof so introduced by the cross-complainant, and the same having been duly considered by this Court, the Court finds that all of the allegations of the defendant's cross-complaint are found to be true from the evidence heard and introduced herein, and that the cross-complainant is entitled to a divorce from the cross-defendant as prayed for in the cross-complaint. The Court further finds that the plaintiff and cross-defendant having failed to appear at the time and place of trial herein, that findings of fact herein are in all respects considered waived by law.

NOW, THEREFORE, the Court having heard the evidence introduced by the cross-complainant in support of her cross-complaint, and having considered all of the files and the records and proceedings had herein, and all being by the Court understood and considered, it is, therefore,

ADJUDGED AND DECREED That the bonds of matrimony now existing between the cross-complainant, Elmajean Fay Weeks, and the cross-defendant, Tony Weeks, be, and the same are hereby dissolved and set aside and that the parties hereto to the said proceeding on the cross-

complaint be, and each hereby is freed from the duties and obligations thereof, and each is hereby restored to the status of an unmarried person.

IT IS FURTHER ADJUDGED AND DECREED That the automobile described in the cross-complaint, being a 1948 Studebaker Champion, be, and the same hereby is set aside and decreed to be the property of the cross-defendant, Tony Weeks, subject to the mortgage and any encumbrances thereon , but it is further ordered, adjudged and decreed that all of the other personal property described in the complaint and in the cross-complaint be, and the same hereby is set aside to the cross-complainant, Elmajean Fay Weeks, to be her sole and separate property, free from any claim thereto, or right, or title therein on the part of the cross-defendant; and that said personal property is described as:

1 Norge Refrigerator
1 Combination Radio and Phonograph
1 Davenport and Chair Set
1 Lot of Cooking utensils and also including
many other miscellaneous household goods.

IT IS FURTHER ORDERED AND DECREED That the custody of the minor child, Karl Gene Weeks, the issue of the marriage of the parties hereto, one to the other, be, and the same hereby is awarded to the cross-complainant, Elmajean Fay Weeks, subject to the right of the cross-defendant to see and visit said child at all reasonable times, said visits however, to be only in the presence of the cross-complainant, the mother of the said child.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the cross-defendant, Tony Weeks, pay to the cross-complaint herein mentioned, commencing with August 26, 1949, the sum of $25.00 a week, for the support of said minor child and that said weekly payments of $25.00 a week continue to and including the 22nd day of October, 1949; and

it is further ordered and decreed that thereafter, and commencing with the 23rd day of October, 1949, that the cross-defendant, Tony Weeks, pay to the cross-complainant, Elmajean Fay Weeks, for the support of said minor child the sum of $50.00 a month to continue until said child is 21 years of age, unless said child becomes self-supporting prior thereto, And until the further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff take nothing by his complaint, and that the said complaint be, and the same hereby is dismissed.

DECREE ENTERED This day of October, 1949.

L. E. GLENNON
District Judge

Service of the foregoing Decree admitted by receipt of a true copy thereof at Pocatello, Idaho this day of October, 1949.

WALTER H. ANDERSON
Attorney for the Plaintiff and Cross-Defendant.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Tony Weeks, Plaintiff and Cross-Defendant. -vs- Elmajean Fay Weeks, Defendant and Cross-Complainant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 12th day of October, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7649

Anna Keefe

1949

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

16044

GENE E. RICKS, Plaintiff

-vs-

ALICE EDNA RICKS, Defendant.

D E C R E E.

THIS CAUSE Came on regularly to be heard before the Honorable Isaac McDougall, Judge of the above entitled Court sitting at Chambers at Pocatello, Bannock County, Idaho, this 8th day of October, 1949; the said plaintiff appearing in person and by his attorney, Carl C. Christensen, and the said defendant not appearing either in person or by counsel,

AND It appearing to the Court that the said defendant has heretofore, to-wit: On the 13th day of September, 1949, been regularly served with process and has failed to appear and answer the plaintiff's complaint filed herein or otherwise plead thereto, and the full legal time for so doing having expired and no answer, demurrer or other pleading having been filed or served, the default of said defendant in the premises having been duly entered according to law,

WHEREUPON, Said plaintiff and his witness were duly sworn and examined and evidence introduced from which it appears that all the material allegations contained in the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or sufficiency, and that the said matters so alleged and proved on behalf of the plaintiff are sufficient to entitle him to the relief prayed for in his complaint, and the Court being fully advised,

NOW, THEREFORE, On motion of Carl C. Christensen, attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, GENE E. RICKS, and the defendant, ALICE EDNA RICKS, be and the same hereby are absolutely dissolved, set aside and held for naught, and the parties be and hereby are divorced and freed from all the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, GENE E. RICKS be and he hereby is awarded the permanent care, custody and control of Gene E. Ricks, Jr., one of the minor children of the parties to this action, with leave to the defendant to see and visit said minor child at all proper times and places, and that the defendant, ALICE EDNA RICKS

be and she hereby is awarded the permanent care, custody and control of Donna Louise Ricks, one of the minor children of the parties to this action, with leave to the plaintiff to see and visit said minor child at all proper times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff shall pay to the defendant the sum of $25.00 per month for the care and maintenance of Donna Louise Ricks, the minor child of the parties.

DATED AND DONE at Chambers at Pocatello, Bannock County, Idaho, this 8th day of October, 1949.

ISAAC McDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Gene E. Ricks, Plaintiff -vs- Alice Edna Ricks, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 12th day of October, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7650 Anna Keefe

1949

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE 4 8 PM

STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

1594C

LAURA L. PARKS,

Plaintiff

-vs-

LEONARD A. PARKS,

Defendant.

D E C R E E.

Copy

THIS CAUSE Came on regularly to be heard before the Honorable Jesse McDougall, Judge of the above entitled Court sitting at Chambers at Pocatello, Bannock County, Idaho, this 11 day of ~~October~~, 1949; the said plaintiff appearing in person and by her attorney, Carl C. Christensen and the said defendant not appearing either in person or by counsel,

AND It appearing to the Court that the said defendant has heretofore, to-wit: On the 12th day of July, 1949, been regularly served with process and thereafter, the defendant appeared and filed an answer herein and now the defendant has withdrawn said answer and filed his written refusal to plead any further in this case, and the default of said defendant in the premises having been duly entered according to law,

WHEREUPON, Said plaintiff and her witness were duly sworn and examined and evidence introduced from which it appears that all the material allegations contained in the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or sufficiency, and that the said matters so alleged and proved on behalf of the plaintiff are sufficient to entitle her to the relief prayed for in her complaint, and the Court being fully advised,

NOW, THEREFORE, On motion of Carl C. Christensen, Attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, LAURA L. PARKS, and the defendant, LEONARD A. PARKS, be and the same hereby are absolutely dissolved, set aside and held for naught, and the parties be and hereby are divorced and freed from all the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, LAURA L. PARKS, be and she hereby is awarded the permanent care, custody and control of Luetta Marie Parks and Leonard Lloyd Parks, the minor children of the parties to this action, with leave to the defendant to see and visit said minor children at all proper times and places, but the defendant is ordered not to seek to influence said children against the plaintiff while the children are visiting with him.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That by this decree it is not the intention of the Court to permit the children or either of them, of the parties hereto to be adopted by anyone upon petition of the plaintiff without the written consent of the defendant herein first had and obtained.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, LEONARD A. PARKS shall pay to the plaintiff, LAURA L. PARKS the sum of Fifty Dollars ($50.00) per month for the care and maintenance of the minor children of the parties. Said payments shall be made in installments of Twenty-five Dollars ($25.00) each, payable on the first and 15th days of each month starting immediately after the date of this decree. Said payments shall continue to be made at the rate of Twenty-five Dollars ($25.00) twice each month until further orders of this Court. That the payments in this paragraph provided for constitute the full obligation of the defendant to the plaintiff from and after the date of entry of this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, LAURA L. PARKS be and she hereby is awarded all of the community property now in her possession or under her control consisting principally of one trailer house wherein the plaintiff now lives and the household goods and furniture located in and used in connection with her occupancy of said trailer house, all as her sole and separate property, free and clear from any and all claims of the defendant, LEONARD A. PARKS therein or thereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant shall pay, and the defendant is ordered and directed to pay that certain mortgage upon the household furniture of the parties in favor of the Idaho Finance Company, Pocatello, Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant shall pay to Carl C. Christensen, the attorney for the plaintiff, the sum of Twenty-five Dollars ($25.00) attorney's fees for services rendered by the plaintiff's counsel in this action, said sum representing an unpaid balance originally made payable on September 15, 1949, by the order for temporary attorney's fees made and entered in this Court on July 20, 1949, and the Court finds that the sum of Seventy-five Dollars ($75.00) has heretofore been paid by the defendant on said temporary attorney's fees.

DATED AND DONE at Chambers at Pocatello, Bannock County, Idaho, this 14 day of October, 1949.

Isaac McDougall
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Laura L. Parks, Plaintiff -vs- Leonard A. Parks, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 21th day of October, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7

16043

7651

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

FILED
CLERK AND EX-OFFICIO RECORDER
By Sarah Devaney Dep.
OCT 11 1949 11 10 AM

DORA GAISFORD, :
Plaintiff, :
-vs- :
EUGENE A. GAISFORD, :
Defendant. :

DECREE

This cause came on regularly for hearing on this 11th day of October, 1949, before the Honorable L. E. Glennon, Judge of the above entitled court, the plaintiff appearing in person and by her counsel, P. A. Mc Dermott, and the defendant neither appearing in person nor by counsel, and it appearing that the defendant was duly and regularly served with summons and complaint in this action, according to law, and that the defendant failed to appear and answer, or otherwise plead within the time allowed by law, or at all, and that the default of said defendant has been duly and regularly entered herein;

Whereupon evidence was offered and received for and on behalf of the plaintiff in support of the allegations of her complaint, from which it appears that the allegations of said complaint are true, and said matters so alleged and proved on behalf of plaintiff are sufficient to entitle her to the relief prayed for in her complaint;

Now, on the motion of P. A. Mc Dermott, Attorney for plaintiff, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the plaintiff and defendant be and the same are hereby dissolved and the parties freed from all obligations thereof.

Dated this 11th day of October, 1949.

L. E. Glennon
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Dora Gaisford, Plaintiff -vs- Eugene A. Gaisford, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 12th day of October, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7652

FILED

Anna Keefe

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

1949

OCT 11 10 AM

BILLIE MAE FLORENCE,)

Plaintiff,)

-vs-) DECREE

CLYDE E. FLORENCE,)

Defendant.)

This cause came on regularly to be heard this the 11th day of October, 1949; the plaintiff appearing in person and by her attorney, Robert M. Terrell, and no one appearing for or on behalf of the defendant;

AND IT APPEARING TO THE COURT that the defendant has heretofore, on the 30th day of September, 1949, accepted service of Summons upon him and voluntarily entered his appearance in said action, reserving unto himself seven days from the 30th day of September, 1949, within which to answer or otherwise plead to plaintiff's complaint; and,

IT FURTHER APPEARING TO THE COURT that said defendant did not answer or otherwise plead to plaintiff's complaint within the said time reserved, or otherwise, or at all, and his default for failure to answer or otherwise plead in this action having heretofore been entered;

Thereupon the Court proceeded to hear proof in support of plaintiff's Complaint; the plaintiff and Robert M. Terrell were sworn and testified for and on behalf of the plaintiff and no one was sworn or testified for the defendant and all the proof being in and fully considered by the Court, from which it appears that the allegations of plaintiff's complaint have been established by legal and competent

proof and that the plaintiff is entitled to the relief sought in her complaint;

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff and defendant be and the same are dissolved and the plaintiff and defendant and each of them freed from all the obligations thereof and that the plaintiff and defendant and each of them be restored to the status of single persons respectively.

DATED this the 11th day of October, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Billie Mae Florence, Plaintiff -vs- Clyde E. Florence, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 12th day of October, 19 49.

By..... Anna Keefe
Deputy Clerk, District Court, Ex-Officio Auditor and Recorder

7653

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

1949

OCT 12 4 44 PM

WALTER G. NEWSOM, Plaintiff,

-vs-

LEAH F. NEWSOM, Defendant.

15752

DECREE

This cause came on regularly to be heard before the undersigned, Judge of the above entitled Court, sitting at chambers at Pocatello, Bannock County, Idaho, this 12 day of October, 1949, the plaintiff appearing in person and by counsel, C. V. Boyatt, and the defendant not appearing either in person or by counsel;

And it appearing to the Court that the said defendant was duly and regularly served with summons at Ogden, Weber County, Utah on the 23rd day of March, 1949, and that thereafter the said defendant failed to appear and plead to the complaint within the time allowed by law, and that her default for so failing to appear and plead has been duly entered by the Clerk of the above entitled Court according to law;

Whereupon said plaintiff and witness were duly sworn and examined and evidence introduced from which it appears that all of the material allegations of the complaint are sustained by competent evidence, and said matters so alleged and proved on behalf of plaintiff are sufficient to entitle him to the relief prayed for in his complaint;

IT IS THEREFORE ORDERED, ADJUDGED and DECREED That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and the parties freed from all obligations thereof.

Dated this 12 day of October, 1949.

Isaac McDougall
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Walter G. Newsom, Plaintiff -vs- Leah F. Newsom, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 17th day of October, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BANNOCK

16029

BILL POULOS,)

Plaintiff,)

vs)

ARLENE POULOS,)

Defendant.)

1949

OCT 15 10 24 AM

D E C R E E

This cause came on regularly to be heard before the undersigned District Judge in his Chambers at Pocatello, Idaho, on the 15th day of October, 1949.

The plaintiff appearing in person and by his attorneys, Jones, Pomeroy & Jones, and no one appearing for or in behalf of the above named defendant, and it appearing to the Court that the defendant was duly served with a summons and complaint in said action and failed to appear, plead or answer to the complaint within the time provided by law or at all.

UPON MOTION of the attorneys for the plaintiff, default was entered against the defendant.

IT appearing to the court that no evidence was offered for and on behalf of defendant, and evidence being offered and received for and in support of the complaint of plaintiff. Evidence being closed, the case was submitted to the court for consideration and decision and after due deliberation thereon the court ordered that judgment be entered in favor of the plaintiff and against the defendant in accordance with the prayer of the complaint, and that all the allegations in said complaint of the plaintiff are true and such are found to be the fact.

NOW THEREFORE, the law and the evidence being by this court fully understood and considered;

IT IS ORDERED, ADJUDGED AND DECREED (1) That the bonds of matrimony now existing between plaintiff and defendant be and they hereby are absolutely dissolved and held for naught and each of the parties restored to the status of a single person.

Dated this 15th day of October, 1949.

L. E. GLENNON
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Bill Poulos, Plaintiff -vs- Arlene Poulos, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 17th day of October, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

Anna Reeves

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

16079

OCT 27 1949 3 :4PM

ARTHUR DEVERAUX, Jr.,

Plaintiff,

vs.

JIMIE DEVERAUX,

Defendant.

DECREE OF DIVORCE

This matter having come on to be heard in Chambers in Pocatello, Idaho, this 28th day of October, 1949, and the Plaintiff appearing in person and by Louis F. Racine, Jr., his attorney, and the Defendant appearing not, but making default, the Court has proceeded to hear the evidence from which it appears and the Court finds:

That all of the material allegations of the Complaint of Plaintiff are true and sustained by testimony free from all legal exceptions as to it's competence, admissibility and sufficiency; that said Defendant was regularly served with Summons issued in this action and with a copy of the Complaint; that Defendant made no answer or appearance within the time prescribed by law; that the Defendant's default has been duly entered herein;

That as a conclusion of law from the foregoing facts, the Court determines that the Plaintiff is entitled to a divorce from the Defendant on the ground of mental cruelty; that the parties hereto have community property consisting of certain furniture and fixtures now in the possession of the Defendant and an equity in a 1941 Chevrolet club-sedan, now in the possession of the Plaintiff; that ALL AND SINGULAR the law and the facts are by this Court understood and fully donsidered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage between the Plaintiff, Arthur Deveraux, Jr., and the Defendant, Jimie Deveraux, be and is hereby dissolved on the

ground of mental cruelty; that the said parties are, and each of them is free and absolutely released from the bonds of matrimony, and all of the obligation thereof; that the Plaintiff and the Defendant, and each of them, be and are immediately restored to the status of single persons; that the community property of the parties is awarded as follows: the furniture of the parties to the Defendant and the equity in a 1941 Chevrolet club-sedan to the Plaintiff; that the parties hereto have no children as a result of said marriage; and that the Defendant be restored to her name previous to the marriage, namely that of Jimie Moyer.

DATED this 28th day of October, 1949.

L. E. Glennon
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Arthur Deveraux, Jr., Plaintiff -vs- Jimie Deveraux, Defendant.

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 1st. day of November, 19 49.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BEAR LAKE.

LA VON BEE HAMBLIN, Plaintiff,
-vs-
RICHARD HAMBLIN, Defendant.

D E C R E E

This cause coming on regularly for hearing at Paris, Idaho, this 7th day of September, 1949, before the Honorable L. E. Glennon, District Judge of the Fifth Judicial District Court of the State of Idaho, in and for Bear Lake County, at Chambers, and it appearing that the defendant, Richard Hamblin, was duly and regularly served with process by personal service upon him outside the State of Idaho, according to law, and that he has failed to appear in any manner or at all herein although the time for appearance has fully expired, and the plaintiff being present in Court and represented by her attorney, G. Staudacher, and the defendant not appearing to contest this action, and the defendant's default having been duly and regularly entered, and the complaint of plaintiff taken as confessed, the Court proceeded to hear the evidence submitted by the plaintiff in support of her allegations contained in her complaint.

The Court having heard the testimony of the plaintiff and a witness in her behalf and having examined the evidence in support of the allegations of the complaint herein, and the matter having been submitted to the Court for judgment, and the Court having considered the evidence and being fully advised in the premises, finds: That all the material allegations of the plaintiff as set forth in her complaint herein are true, to-wit: That plaintiff is, and for more than six weeks preceeding the commencement of this action has been, a bona fide resident of the State of Idaho, County of Bear Lake; that plaintiff and defendant intermarried at Clearfield, Utah, on the 8th day of December, 1943, and ever since have been, and now are, husband and wife; and that the plaintiff

herein is entitled to a divorce upon the ground of extreme cruelty as prayed for in her complaint.

That there is one minor child of said marriage, to-wit: Kathleen Hamblin, age four years, which said child is now in the care and custody of the plaintiff and now is being supported wholly by plaintiff; that plaintiff desires to have awarded to her herein the care, custody, control and education of said minor child; that plaintiff is a fit and proper person to have awarded to her the care, custody, control and education of said minor child, and that said minor child should be so awarded herein; and, that there is no property of any kind or character belonging to plaintiff and defendant.

WHEREUPON, The testimony having been concluded, the case was submitted to the Court for final decision, and the Court being fully advised in the premises,

IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are, hereby dissolved absolutely, and that the said parties and each of them are hereby relieved of all the obligations of said marriage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be and is hereby awarded the care, custody and control of the said minor child of said marriage, to-wit: Kathleen Hamblin.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant Richard Hamblin shall pay to the plaintiff the sum of $_____ Dollars per month for the care, maintenance and education of the said minor child, that is, Kathleen Hamblin.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that this Court does hereby ORDER, ADJUDGE AND DECREE that the defendant Richard Hamblin pay to the plaintiff herein the sum of One Hundred ($100.00) Dollars for her attorney's fees herein, and the sum of Thirty ($30.00) Dollars for suit money herein.

Done in open Court this 7th day of September, 1949.

S/ L. E. GLENNON
Judge of the Fifth Judicial District
Court of the State of Idaho.

#71823

Compared
By W & MS

7657

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT IN AND FOR THE COUNTY OF BENEWAH
STATE OF IDAHO

JOHN MOREHART,

Plaintiff,

-vs-

EVA MOREHART,

Defendant.

DECREE

The above entitled action came on regularly for trial before the Court sitting without a jury on the 11th day of October, 1949, at ten o'clock A. M. Plaintiff appeared in person and represented by his attorney, CARL M. BUELL, and the defendant did not appear in person or by attorney; defendant having been served with summons and complaint on the 7th day of September, 1949, and she having failed to appear, demur or answer within the time allowed by law, or at all, and she being in default, her default was heretofore entered; that an affidavit was filed that said defendant was not in the military service during the pendency of this action or at all. Whereupon testimony was submitted upon behalf of the plaintiff and the Court having filed its Findings of Facts and Conclusions of Law.

NOW, THEREFORE, by reason of the law and the premises it is hereby ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of the action.

It is further ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the defendant and the plaintiff be, and the same is hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant.

DATED this 11th day of October, 1949.

O. C. Wilson
District Judge

(Seal of the District Court)

ATTEST:

R. H. Whiteside

By _____ Deputy.

Form C-500—Certificate of True and Correct Copy.

PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 63458

STATE OF IDAHO,
COUNTY OF BENEWAH, } ss.

I, R. H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the original Decree, in the case of John Morehart vs. Eva Morehart, filed in the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Benewah

now on file in my office.

Witness my hand and seal on this, the

14th day of October, 1949

Clerk of the District Court.

#71893

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH.

LADY E. KORB,

Plaintiff,

-vs-

DONALD KORB,

Defendant.

D E C R E E

The above entitled action came on regularly for trial before the Court sitting without a jury at St. Maries, Idaho, on the 20th day of October, 1949, at ten o'clock A. M. Plaintiff appeared in person and represented by her attorney, CARL M. BUELL, and the defendant did not appear in person or by attorney; defendant having been served with summons and complaint on the 23rd day of September, 1949, and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default, his default was heretofore entered; that an affidavit was filed that said defendant was not in the military service during the pendency of this action or at all. Whereupon testimony was submitted upon behalf of the plaintiff and the Court having filed its Findings of Facts and Conclusions of Law.

NOW, THEREFORE, by reason of the law and the premises it is hereby ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of the action.

It is further ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the defendant and the plaintiff be, and the same are hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant.

DATED this 20th day of October, 1949.

(Seal of District Court)

O.C. Wilson
District Judge

ATTEST:

R. H. WHITESIDE

By_____ Deputy

(Copy)

Form C-500—Certificate of True and Correct Copy. PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 62456

STATE OF IDAHO, }
COUNTY OF BENEWAH, } ss.

I, R. H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the

original Decree, In the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Benewah, Lady E. Korb, Plaintiff, vs. Donald Korb, defendant.

now on file in my office.

Witness my hand and seal on this, the

22nd day of October, 1949

R. H. Whiteside
Clerk of the District Court.

71893

COMPARED INDEXED
By W&Am
STATE OF IDAHO }
County of Benewah } ss
Filed Oct. 20 1949 at 10:42 o'clock A.M.
R. H. Whiteside
Clerk District Court
By Deputy

Book E Page 294

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH

SAM DIMICO,

Plaintiff,

vs.

LOUISE DIMICO,

Defendant.

D E C R E E

The above entitled matter came on regularly for trial before the court sitting without a jury on the 20th day of September, 1949, at St. Maries, Idaho. Carl M. Buell appeared representing the plaintiff and E. L. Miller appeared representing the defendant and cross complainant. Findings of Facts and Conclusions of Law were by the parties waived. Whereupon testimony was submitted for and on behalf of the plaintiff, and no testimony was submitted for and on behalf of the defendant and cross-complainant, and said Findings of Facts and Conclusions of Law having been waived,

IT IS ORDERED, ADJUDGED AND DECREED:

That the plaintiff, Sam Dimico, and the defendant, Louise Dimico, intermarried and were married one to the other on the 10th day of April, 1926, at Kellogg, Idaho, and ever since said time have been and yet are husband and wife.

That for more than forty-two days past and for more than forty two days preceding the commencement of this action, the plaintiff has been and now is a bona fide resident of Benewah County, Idaho.

That there was born the issue of said marriage, four children, one deceased; Donald (18) years of age, Edward, fifteen (15) years of age, and Dale eight (8) years of age.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff and the defendant, be and the same are hereby wholly and forever dissolved and the parties

are released from each other and from all matrimonial obligations and the plaintiff is granted and given a decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Lots seven, eight, nine, ten, eleven and twelve (7, 8, 9, 10, 11 and 12) of Block nineteen (19) Third West Addition, Supplemental Plat to the city of St. Maries, be and the same hereby is awarded to the plaintiff, for his sole and separate property and subject to his sole and separate disposition.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the minor child, Dale, be and he hereby is awarded to the custody of the plaintiff, who shall be liable for his support, maintenance and education provided, however, that if the defendant procures a suitable home for said child this decree may be modified on application of said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in lieu of property awarded to the plaintiff, the said plaintiff shall pay and is hereby orderedto pay the defendant and cross-complainant the sum of $250.00 and her costs in the sum of $6.50, and said defendant is granted a judgment against the plaintiff for said sums.

Dated this 20th day of October, 1945.

O. C. WILSON

District Judge

(Seal)

ATTEST:

R. H. WHITESIDE
Clerk of the District Court
By Frances Mallary, Deputy

Form C-500—Certificate of True and Correct Copy. PRINTED AND FOR SALE BY CAXTON PRINTERS, CALDWELL 63458

STATE OF IDAHO,
COUNTY OF BENEWAH, } ss.

I, R. H. Whiteside, Clerk of the District Court in and for the County of Benewah, and State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of the

original Decree, in the case of Sam Dimico vs. Louise Dimico, filed in the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Benewah

now on file in my office.

Witness my hand and seal on this, the 22nd day of October, 1949

R. H. Whiteside
Clerk of the District Court.

By Agatha Moore Deputy

7978

STATE OF IDAHO }
County of Benewah } ss
Filed Oct 31 1949
at 4:45 O'clock P M
R. H. Whiteside
CLERK DISTRICT COURT
By Frances Mallary
DEPUTY

E-302

Case # 2070

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

WAYNE WILCOX, :

Plaintiff, :

-vs- : DECREE

GENEVA WILCOX, :

Defendant. :

. . . . . .

In this action the above-named defendant, Geneva Wilcox, having been regularly served with process and having appeared herein personally and by her counsel, Gilbert C. St. Clair, of Idaho Falls, Idaho, and submitted herself to the jurisdiction of this Court; and said defendant having thereafter failed and refused to plead to plaintiff's complaint on file herein and having consented that default be entered against her, and the default of said defendant having been heretofore duly entered according to law, said cause came on regularly for hearing this date before the Judge of the above-entitled court, at Blackfoot, Bingham County, Idaho, said plaintiff appearing in person and by his attorney, H. William Furchner, and no appearance being made at said hearing by the defendant, either in person or by counsel; and the Court having heard the testimony of the plaintiff, Wayne Wilcox, and of Melvin Wilcox , witness for the plaintiff, and having considered the same and certain documentary evidence, to-wit, a property settlement agreement dated September 16, 1949, made between the parties to said action and filed herein by the plaintiff, said cause was submitted to the Court for consideration and decision; and the Court being fully advised in the law and the premises, finds that each and all of the allegations of plaintiff's complaint are true and are proved by evidence free from any objection as to its admissibility, relevancy and materiality, and that the facts so proved are sufficient to entitle the plaintiff to the relief prayed for in his complaint;

IT IS ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Wayne Wilcox, and the defendant, Geneva Wilcox, be, and the same are hereby absolutely dissolved, and that the said parties be, and they hereby restored to the status of single persons.

IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED, That the property settlement agreement of the parties dated September 16, 1949, and admitted in evidence herein as Plaintiff's Exhibit "A", be and the same is hereby approved and adopted by this Court, and in accordance therewith the Court finds, adjudges and decrees that the following-described real and personal property be, and the same hereby is awarded to the plaintiff as his sole and separate property, to-wit:

Commencing at a point on the West line of Poplar Street in the City of Blackfoot, Bingham County, Idaho, as established, 360 feet, more or less, West and 152 feet North of the Southeast corner of Lot Three, in Section Three, in Township Three South, of Range Thirty-five, East of the Boise Meridian, in Idaho, and running thence North and along the West line of Poplar Street aforesaid 458.5 feet; thence West at a right angle to said Street 250 feet; thence South parallel with said Poplar Street 458.5 feet; thence East 250 feet to the place of beginning.

Lots Four, Five, Seven, and Nine in Block One of South University Addition to the City of Blackfoot, Bingham County, Idaho, according to the recorded plat thereof.

All right, title and interest of the parties in and to the real property mentioned and described in that certain agreement and option for sale of real estate dated June 7th, 1949, between J. Dewey Robertson and Irene Robertson, husband and wife, parties of the first part, and Wayne Wilcox, party of the second part.

One 1947 model Chevrolet pickup truck with Motor No. EBA-504,612 and Serial No. 5 EPG-5212.

An undivided one-half interest in and to one Cessna airplane and hangar for the same owned by said Wayne Wilcox and Melvin Wilcox.

All funds of the parties on hand as of the date of this decree.

IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED, that the following-described real and personal property be, and the same hereby is awarded to the defendant, as her sole and separate

property, to-wit:

> Commencing at the Northwest corner of Lot Four of Younie's Addition to the City of Blackfoot, Bingham County, Idaho, and running thence due East on the Northerly line of Lot Four a distance of 65 feet for the point of beginning; thence continuing along the Northerly line of Lot Four aforementioned a distance of 60 feet; thence at right angles to the last mentioned line a distance of 200 feet; thence at right angles to the last mentioned line a distance of 60 feet; thence due North and at right angles from the last mentioned line a distance of 200 feet to the point of beginning; subject, however, to a certain contract of sale of said premises to Owen W. Peterson, dated April 26th, 1949, upon which there remains an unpaid balance of purchase price of $3,426.22, with interest.
>
> That certain note and mortgage dated May 1st, 1949, executed by Melvin Wilcox and Lenna Wilcox, husband and wife, to Wayne E. Wilcox for the sum of $6,562.00 bearing interest at five per cent per annum, payable monthly, said note being payable in installments of $100.00 per month on the 1st day of each month commencing May 1st, 1951, and being recorded in Book 78 of Mortgages at page 145, Records of Bingham County, Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the Plaintiff, Wayne Wilcox, be, and he hereby is awarded the absolute care, custody and control of the minor adopted son of the parties, Thomas Wayne Wilcox, subject to the right of defendant to see and visit said child at reasonable times and places; further, that the defendant, Geneva Wilcox, be, and she hereby is awarded the absolute care, custody and control of the minor adopted daughter of the parties, Marsha Gayle Wilcox, subject to the right of the plaintiff to see and visit said child at reasonable times and places; further, that the plaintiff shall pay to the defendant for the support and maintenance of said Marsha Gayle Wilcox during her minority, or until her sooner marriage, the sum of $40.00 per month, on or before the first day of each month, commencing October 1st, 1949.

Dated this 1st day of October, 1949.

Preston Thatcher
District Judge

STATE OF IDAHO,)
: SS.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce made and entered by the said District Court in the above-entitled action on the 1st day of October, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 1st day of October, 1949.

V. F. WOOTTON, Clerk,

By Marie J. Randall, Deputy.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

WAYNE WILCOX, :

Plaintiff, :

-vs- : O R D E R

GENEVA WILCOX, :

Defendant. :

. . . . . :

It appearing to the above-named Court since the entry of the final decree of divorce in the above-entitled action on the 1st day of October, 1949, that the defendant in said action, Geneva Wilcox, is unable to properly and adequately care for Marsha Gayle Wilcox, minor daughter of the parties to said action, and said parties having stipulated in writing, duly filed herein, that said final decree be modified so as to award the absolute care, control and custody of said minor child to the said plaintiff, Wayne Wilcox, subject to the right of said Geneva Wilcox to see and visit said child at reasonable times, and that the order of this Court for the payment of $40.00 per month to said Geneva Wilcox for the support of said child be rescinded, and and set aside, and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the said decree be modified in accordance with the said stipulation of said parties and pursuant thereto IT IS ORDERED that the absolute care, control and custody of said Marsha Gayle Wilcox be and the same is hereby awarded to the plaintiff, Wayne Wilcox, subject to the right of said Geneva Wilcox to see and visit said child at reasonable times, and that the order contained in said decree for the payment of the sum of $40.00 per month to said

Geneva Wilcox for the support of said child be and the same is hereby rescinded and set aside.

Dated this 12th day of October, 1949.

Preston Thatcher
District Judge.

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original Order made and entered by the District Court in the above-entitled action on the 12th day of October, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 12th day of October, 1949.

V. F. Wootton, Clerk of said District Court.

By Marie J. Randall Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

JEAN MARIE ALLRED, Plaintiff, vs. JOSEPH DOW ALLRED, Defendant.	JUDGMENT AND DECREE

This cause came on regularly to be heard before Honorable Preston Thatcher, Judge of the above entitled Court, sitting without a jury, at Blackfoot, Bingham County, Idaho, during the May Term, 1949, thereof on this 3rd day of October, 1949, upon the complaint of the plaintiff herein taken as confessed for failure of the defendant to either appear, plead or answer herein, Earl W. Cory appearing on behalf of the plaintiff as her counsel and the defendant not appearing either in person or by counsel, and it satisfactorily appearing to the Court that due service of process was had upon the defendant herein, that the defendant has not pleaded, answered or appeared herein, and that the time for answering to said complaint has expired and that the default of the said defendant has been duly and regularly entered according to law, the Court proceeded to hear the testimony adduced on behalf of the plaintiff from which it satisfactorily appears to the Court that all of the material allegations of the plaintiff's complaint are proved by competent evidence free from any exception or objection as to its sufficiency, competency and relevancy and that the plaintiff is entitled to the relief prayed for in the complaint and the Court being fully advised in the premises,

WHEREUPON IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now existing between the plaintiff, Jean Marie Allred, and the defendant, Joseph Dow Allred, be and the same are hereby absolutely dissolved and said parties are, and each of them is, hereby restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that until further order of the Court herein the custody of the four minor children of said parties,

namely, Garry Allred, a boy, age ten years, Joel Allred, a boy, age seven years, Jean Allred, a girl, nearly three years of age, and Beena Allred, a girl, nearly nineteen months of age, be and the same is hereby awarded to the plaintiff, she being a fit and proper person to have such custody, with the provision, however, that the said defendant be permitted to visit the children at reasonable times, so long as he is not in default in payments specified in this decree, but that said children shall not be removed by the defendant from the jurisdiction of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, Joseph Dow Allred, pay to the plaintiff for the support, maintenance and education of said minor children, the sum of $ 25.00 per week, payable at end of each week, commencing with the first week of October, 1949, and weekly thereafter, until further order of the Court.

DATED this 3rd day of October, 1949.

PRESTON THATCHER
District Judge.

STATE OF IDAHO,)
: ss.
County of Bingham.)

I HEREBY CERTIFY that the within and foregoing is a full, true and correct copy of the JUDGMENT AND DECREE as entered in the case wherein Jean Marie Allred is plaintiff, and Joseph Dow Allred is defendant, as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official at Blackfoot, Bingham County, Idaho, this 3rd day of October, 1949.

V. F. Hoolton Clerk

(S E A L)

By Marie J. Randall
Deputy Clerk and Ex-Officio Recorder

State

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

ELSIE M. RAMIREZ, Plaintiff, -vs- ANTHONY A. RAMIREZ, Defendant.	COPY FINAL JUDGMENT AND DECREE OF DIVORCE

The above entitled action having been brought on regularly to be heard and tried before the Honorable Preston Thatcher, Judge of the above entitled Court, sitting without a jury, on the 5th day of October, 1949, the plaintiff appearing in person and with her counsel of record, Donald R. Good, Esq., and the defendant failing to appear herein in person, or by counsel, and having failed to file any pleading in this action, and the default of the said defendant, Anthony A. Ramirez, having been heretofore duly and regularly entered herein according to law, and the Court finds that all material allegations and averments of plaintiff's Complaint are sustained by testimony free from all legal exceptions as to competency, admissibility or sufficiency, and that said matters so alleged and proved by the testimony of two competent witnesses in behalf of said plaintiff are sufficient in law to entitle the plaintiff to the relief prayed for in her said Complaint;

The Court finds that the plaintiff is a resident of the State of Idaho, and was such a resident of said state at the time of the commencement of this action, and for a period of more than six weeks immediately prior thereto, and that due and legal service of the Summons and Complaint in said action has been made upon the said defendant, Anthony A. Ramirez, by a written acknowledgment and acceptance of service by the defendant heretofore filed herein and that the time allowed by law has expired and that the said defendant has failed to appear herein or plead in person or by counsel or otherwise, or at all, and the default of the said defendant has been

duly and regularly entered herein, and the Court being fully advised in the premises;

NOW, THEREFORE, upon Motion of Donald R. Good, Esq., attorney of record for plaintiff, It Is Ordered, Adjudged and Decreed by this Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided, the said Court does hereby Order, Adjudge and Decree that the marriage between the plaintiff, Elsie M. Ramirez, and the said Defendant, Anthony A. Ramirez, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is freed absolutely, and released from said bonds of matrimony, and all of the obligations thereof, and restored to the status of single persons;

Dated at Blackfoot, Bingham County, Idaho, this 5th day of October, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 5th day of October, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 5th day of October, 1949.

V. F. Wootton, Clerk of said District Court.

By Marie J. Randall
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

Elsie M. Nielson,
Plaintiff

vs.

Melvin E. Nielson,
Defendant

D E C R E E

In this action the defendant having been duly and regularly served with summons and complaint in Bingham County, Idaho, and having entered his written acknowledgment of service and entry of his appearance herein, and having consented that default be entered against him in case he did not answer within five days from the date of his appearance and the time allowed for answering herein having expired, and the defendant having failed to answer or plead further in this action, and the default of the said defendant having been duly and regularly entered according to law, this cause came on regularly to be heard before the Hon. Preston Thatcher, Judge of the above entitled Court, at Blackfoot, Bingham County, Idaho, on the 12th day of October, 1949, upon the complaint of the plaintiff and the default of the defendant as aforesaid, J. H. Andersen, Esq., appearing on behalf of the plaintiff and the defendant not appearing either in person or by counsel, the Court proceeded to hear the evidence adduced on behalf of the plaintiff from which it satisfactorily appears to the Court that all of the material allegations of plaintiff's complaint are proved by competent evidence, free from objection or exception as to its sufficiency, relevancy, and admissibility, and that the plaintiff is entitled to the relief prayed for in the complaint.

NOW, THEREFORE, the Court being fully advised in the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the plaintiff, Elsie M. Nielson, and the Defendant,

Melvin E. Nielson, be, and the same are hereby absolutely dissolved and said parties are, and each of them is, hereby released from all the obligations thereof, and are hereby restored to the status of single persons.

IT IS FURTHER ADJUDGED AND DECREED that the plaintiff be, and she is hereby, restored to her name before her marriage, to-wit: Elsie M. Hutchinson.

Dated this 12th day of October, 1949.

Preston Thatcher
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 12th day of October, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 12th day of October, 1949.

V. F. Wootton, Clerk of said District Court.

By Marie J. Randall
Deputy

7664

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM.

BARBARA B. SHELTON, Plaintiff, -vs- FREDERICK W. SHELTON, Defendant.	COPY FINAL JUDGMENT AND DECREE OF DIVORCE

The above entitled action having been brought on regularly to be heard and tried before the Honorable Preston Thatcher, Judge of the above entitled Court, sitting without a jury, on the 12th day of October, 1949, the plaintiff appearing in person and with her counsel of record, Donald R. Good, Esq., and the defendant failing to appear herein in person, or by counsel, and having failed to file any pleading in this action, and the default of the said defendant, Frederick W. Shelton, having been heretofore duly and regularly entered herein according to law, and the Court finds that all material allegations and averments of plaintiff's Complaint are sustained by testimony free from all legal exceptions as to competency, admissibility or sufficiency, and that said matters so alleged and proved by the testimony of two competent witnesses in behalf of said plaintiff are sufficient in law to entitle the plaintiff to the relief prayed for in her said Complaint;

The Court finds that the plaintiff is a resident of the State of Idaho, and was such a resident of said State at the time of the commencement of this action, and for a period of more than six weeks immediately prior thereto, and that due and legal service of the Another Summons and Complaint in said action has been made upon the said defendant, Frederick W. Shelton, and that the time allowed by law has expired and that the said defendant has failed to appear herein or plead in person or by counsel orotherwise, or at all, and that the default of the said defendant has been duly and regularly entered herein, and the Court being filly advised in the premises;

NOW, THEREFORE, upon Motion of Donald R. Good, Esq., attorney of record for plaintiff, It Is Ordered, Adjudged and Decreed by this Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided, the said Court does hereby Order, Adjudge and Decree that the marriage between the plaintiff herein, Barbara B. Shelton, and the said defendant, Frederick W. Shelton, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is freed absolutely, and released from said bonds of matrimony, and all of the obligations thereof, and restored to the status of single persons;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, pending the further Order of the Court herein, that the exclusive care, custody and control of the minor children of the parties hereto be awarded to plaintiff; provided, however, that the defendant may see and visit said minor children at all reasonable, proper and convenient times and places so long as he shall have fully, adequately and faithfully provided for the support, maintenance and education of said minor children.

Dated at Blackfoot, Bingham County, Idaho, this 12th day of October, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 12th day of October, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 12th day of October, 1949.

V. F. Wootton, Clerk of District Court

By Marie J. Randall Deputy

STATE OF IDAHO)
County of Bingham. } ss.

I HEREBY CERTIFY that the within is a full, true and correct copy of the original decree of divorce made and entered by the Sixth Judicial District Court in Bingham County, State of Idaho, in the above-entitled action on the 18th day of October, 1949,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho, this 21st day of October 1949.

V. P. Wootton
Clerk and Ex-Officio Recorder.

By Muriel J. Kendall Deputy.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

ALENE F. ROBISON, Plaintiff, -vs- RAY G. ROBISON, Defendant.	FINAL JUDGMENT AND DECREE OF DIVORCE.

The above entitled action having been brought on regularly to be heard and tried before the Honorable Preston Thatcher, Judge of the above entitled Court, sitting without a jury, on the 18th day of October, 1949, the plaintiff appearing in person and with her counsel of record, Donald R. Good, Esq., and the defendant failing to appear herein in person, or by counsel, and having failed to file any pleading in this action, and the default of the said defendant, Ray G. Robison, having been heretofore duly and regularly entered herein according to law, and that the defendant being in the military service of the United States, has, in writing, waived the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the parties having entered into a Stipulation regarding the disposition of the personal property, the custody of the minor child of the parties and the amount to be provided for the support, maintenance and education of said minor child, which said Stipulation the Court hereby confirms and adopts; the Court finds that all material allegations and averments of plaintiff's Complaint are sustained by testimony free from all legal exceptions as to competency, admissibility or sufficiency, and that said matters so alleged and proved by the testimony of two competent witnesses in behalf of said plaintiff are sufficient in law to entitle the plaintiff to the relief prayed for in her said Complaint;

The Court finds that the plaintiff is a resident of the State of Idaho, and was such a resident of said State at the time of the commencement of this action, and for a period of

more than six weeks immediately prior thereto, and that due and legal service of the Summons and Complaint in said action has been made upon said defendant, Ray G. Robison, by a written acknowledgment and acceptance of service by the defendant heretofore filed herein and that the time allowed by law has expired and that the said defendant has failed to appear herein or plead in person or by counsel or otherwise, or at all, and that the default of the said defendant has been duly and regularly entered herein, and the Court being fully advised in the premises;

NOW, THEREFORE, upon Motion of Donald R. Good, Esq., attorney of record for plaintiff, It Is Ordered, Adjudged and Decreed by this Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided, the said Court does hereby Order, Adjudge and Decree that the marriage between the plaintiff, Alene F. Robison, and the said defendant, Ray G. Robison, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is freed absolutely, and released from said bonds of matrimony, and all of the obligations thereof, and restored to the status of single persons;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED that pending the further Order of the Court herein, the care, custody and control of the minor child of the parties, to-wit: Penny L. Robison, be, and the same is hereby awarded to the plaintiff, Alene F. Robison, she being a fit, proper and competent person to be so awarded the custody of said child; provided, however, that the defendant shall have the right to see and visit said minor child at all reasonable, proper and convenient times and places so long as he shall have fully and faithfully complied with the Order of this Court with respect to the payment of the amount specified for the support, maintenance and education of said minor child;

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED That the defendant, Ray G. Robison, pay to plaintiff, Alene F. Robison,

the sum of $50.00 monthly for the support, maintenance and education of said minor child of the parties, the first payment to be made on or about the 1st day of October, 1950, and continuing on the 1st day of each and every month thereafter, pending the further Order of the Court herein;

IT IS HEREBY FURTHER SO ORDERED, ADJUDGED AND DECREED That the following described personal property belonging to the parties, to-wit:

One 1947 Chevrolet 2-door sedan, Motor No. EAA 63421, Serial No. 21EKC7501;

One Spartan Radio-phonograph and miscellaneous utensils, dishes, silverware, linens and bedding;

be, and the same are hereby awarded to the plaintiff as her sole and separate property, free from all right, title, claim or interest of the defendant in or to the same, or any part or portion thereof;

IT IS HEREBY FURTHER SO ORDERED, ADJUDGED AND DECREED That the following described personal property belonging to the parties, to-wit:

One Revere Movie Camera;

be, and the same is hereby awarded to the defendant as his sole and separate property, free from all right, title, claim or interest of the plaintiff in or to the same, or any part or portion thereof.

Dated at Blackfoot, Bingham County, Idaho, this 18th day of October, 1949.

PRESTON THATCHER
District Judge

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BOISE

IN THE DISTRICT COURT
BOISE COUNTY, IDAHO
Filed October 7 1949 M.
[illegible] Clerk
[illegible] Deputy

MARY ELIZABETH BRAVAKIS,

Plaintiff,

v.

T. J. BRAVAKIS,

Defendant.

DECREE OF DIVORCE

This case coming on for trial before the Court without a jury at chambers in the Ada County Courthouse at Boise, Idaho, the plaintiff appearing in person and with counsel and the default of the defendant having been duly entered, witnesses were sworn and testified and documentary evidence was introduced in behalf of the plaintiff and the case submitted to the Court and the Court being fully advised in the premises makes decree as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the allegations in plaintiff's complaint are true and the plaintiff is entitled to a decree of divorce from defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between the plaintiff and defendant are hereby dissolved and the plaintiff is granted a decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the care, custody and control of Barbara Ann Bravakis and Susan Bravakis, the minor children of plaintiff and defendant be and the same are hereby awarded to Mary E. Thompson, the mother of the plaintiff and the Court specifically reserves jurisdiction to make such further order for their care, custody and control as may be proper and to the best interests of said minor children and each of them.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That all of the community interest of the parties hereto in what is known as the Keenan Real Estate and Insurance Agency in Boise, Ada County, Idaho and of the 1940 Ford Coupe automobile owned by the parties hereto be and the same is hereby awarded to the defendant and each of the parties is awarded his or her own personal effects and the plaintiff is hereby awarded the furniture and household effects belonging to the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That neither of said minor children shall be taken outside of the State of Idaho without the written consent of the parties hereto being filed in this action or without an order of the Court bein g first had and obtained and that each of the parties shall have the right to visit said children and have them visit them at all reasonable times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant shall pay to the said Mary E. Thompson the sum of $30.00 each month for the support of each of said children as long as they are in her custody, commencing with the 1st day of November, 1949 and such $30.00 monthly payment shall cease as to each of said children when she shall reach the age of 18 years.

Dated and signed this 4th day of October, 1949 at Boise, Idaho.

Edwin G. Baetsch
District Judge

STATE OF IDAHO, County of Boise } ss.

CERTIFICATE

I, KATHERINE M. BROGAN, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Boise, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce between Mary Elizabeth Bravakis Plaintiff -vs- T. J. Bravakis, Defendant entered October 4th, 1949 and duly recorded in Book 6 of Judgment Record at page 231 filed in the above entitled action and remaining now on file in my office at Idaho City, Boise County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of October, 1949.

By _____, Deputy. Katherine M. Brogan
Clerk.

ATTORNEY GENERAL

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF BOISE

IN THE DISTRICT COURT
BOISE COUNTY, IDAHO
Filed October 24, 1949 M.
Kathleen M. Brogan
Clerk
By Edna Lee Lash
Deputy

VIRGINIA V. SLANE,

Plaintiff,

v.

HARRY JACK SLANE,

Defendant.

DECREE OF DIVORCE

This matter coming on regularly for trial before the Court without a jury on this 21st day of October, 1949, the plaintiff appearing in person and with counsel, Wm. F. Galloway, and defendant having been regularly served with summons and having failed to appear and his default having been duly entered; evidence having been introduced by and on behalf of plaintiff; the Court having found, and hereby finds, that each and all of the allegations of plaintiff's complaint are true, and the matter having been submitted to the Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby dissolved.

That plaintiff be awarded the custody of Virginia Darlene Slane and Robert William Slane and that defendant be awarded the custody of the parties' other two children, Harry Jack Slane and Richard Allen Slane; that each party have the right to visit the children whose custody the other party has and have such children visit them at all reasonable times and places.

DATED and SIGNED at Boise, Idaho this 21st day of October, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO)
County of Ada) ss.

I, Kathleen M. Brogan, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Boise, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this ____ day of October, 1949.

Clerk of the District Court

By _____ Deputy

STATE OF IDAHO, } ss.
County of Boise }

CERTIFICATE

I, KATHERINE M. BROGAN, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Boise, do hereby certify that the foregoing is a true and correct copy of the original **Decree of Divorce between VIRGINIA V. SLANE -vs- HARRY JACK SLANE entered October 21st, 1949 and recorded in Book 6 of Judgment Record Book at page 233** filed in the above entitled action and remaining now on file in my office at Idaho City, Boise County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 24th day of October, 19 49.

By Beverly Tack, Deputy.

Katherine M. Brogan
Clerk.

IN THE DISTRICT COURT

OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BOISE

IN THE DISTRICT COURT
BOISE COUNTY, IDAHO
Filed October 18, 1949 M.
Katherine M. Bro[illegible]
By Cleasily Tack
DEPUTY

ALBERT H. AUSTIN,

Plaintiff,

vs

ENNIS COURTNEY AUSTIN,

Defendant.

JUDGMENT AND DECREE

This cause, coming on regularly to be heard on the 15th day of October, 1949, before the Court without a jury, Paris Martin, counsel for the plaintiff, appearing for said plaintiff, and defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process upon said defendant had, and that time for answering, demurring or appearing has expired, and that the defendant is not within the purview of the Soldiers and Sailors Civil Relief Act of 1940, as amended, and that the default of Ennis Courtney Austin, the defendant, for failing to answer or demur within the time presecribed by law has heretofore been duly entered herein;

Whereupon evidence duly corroborated as required by law, was introduced by plaintiff in which it appears to the Court that the allegations of the plaintiff's cause of action contained in plaintiff's complaint on file herein are sustained by the testimony free from all objections as to competency, admissability and sufficiency, and it further appearing that the matters so alleged and proved are sufficient to entitle the plaintiff to judgment and decree in accordance with the complaint, and on the grounds of desertion, and the case being closed, and the law in

the premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony heretofore existing between the plaintiff, Albert H. Austin, and the defendant, Ennis Courtney Austin, be and the same are hereby wholly dissolved, and the parties freed from the obligations thereof,

2. The said decree of divorce being based on the grounds of extreme cruelty, the community property of the parties hereto is hereby ordered distributed to, and is hereby decreed to the plaintiff. Said property is described as follows:

A purchasers equity under a contract for the purchase and sale of real estate dated April 8, 1947, between Theodore Hoff and Hannah I. Hoff, as sellers, and Albert Austin, as purchaser, and covering land in Boise County, Idaho, described as follows:

Beginning at a point that lies 436 feet south and 616 feet west of the section corner common to Sections 26, 27, 34 and 35 of Township Seven North of Range Two East, B.M., thence west 100 feet, thence north 208 feet, thence east 100 feet, thence south 208 feet to the point of beginning, all in section 34 of Township Seven North of Range Two East, B.M., containing approximately one-half acre.

Dated this 15th day of October, 1949.

Allen F. Koelsch
District Judge

STATE OF IDAHO, County of Boise } ss.

CERTIFICATE

I, KATHERINE M. BROGAN, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Boise, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree between Albert H. Austin, Plaintiff -vs- Ennis Courtney Austin, defendant, recorded in Book 6 of Judgment Record at page 232

filed in the above entitled action and remaining now on file in my office at Idaho City, Boise County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of October, 1949.

By Emily Kell, Deputy.

Katherine M. Brogan
Clerk.

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE [illegible]

COUNTY OF BONNER

Filed Oct 29 1949
at 10:00 o'clock A M.
Alex T. Purcell
Clerk

GENEVIEVE GREGORY, :

Plaintiff, :

vs. : DECREE

GEORGE GREGORY, :

Defendant. :

This matter having come on regularly to be heard this 18 day of October, 1949, before the undersigned District Judge, the plaintiff appearing in person and being represented by her attorney, Wm. S. Hawkins, and the defendant not appearing either in person or by counsel, the defendant having admitted and acknowledged service of a true and correct copy of the Complaint and Summons herein on September 30, 1949, and his acceptance of service being on file in the above entitled Court, and having filed herein his answer and waiver of notice of time and place of hearing said action on its merits, and the plaintiff and her witness having been duly and regularly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted as to the residence of said plaintiff, the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the ground of Extreme Cruelty, dissolving the bonds of matrimony existing between the

plaintiff and defendant.

NOW THEREFORE on motion of Wm. S. Hawkins, attorney for the plaintiff,

IT IS BY THIS COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, GENEVIEVE GREGORY and the defendant GEORGE GREGORY, be, and the same are hereby vacated, dissolved and set aside upon the ground of Extreme Cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be awarded the absolute care, custody and control of the minor children Roger George Gregory and Maxine Marie Gregory, subject only to the right of visitation on the part of the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the property settlement agreement hereto attached, marked Exhibit A, be, and the same hereby is, allowed, approved and confirmed.

Done in open Court this 18 day of October, 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Alex T. Russell
Clerk

By: _____
Deputy

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6513, GENEVIEVE GREGORY, Plaintiff, vs. GEORGE GREGORY, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 29th *day of* October, *19*49.

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

6495 4:13

7670

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BONNER

JANE A. WINANS,

Plaintiff,

-vs-

WILLARD W. WINANS,

Defendant,

STATE OF IDAHO, County of Bonner } ss.
Filed October 4, A.D. 19 49
at 4:13 o'clock P.M.
Alex T. Russell, Clerk of District Court,
By Vivian B. Shoemaker, Deputy.

The above entitled action came on regularly to be heard and tried in Chambers at Sandpoint, Bonner County, State of Idaho, on the 4th day of October, 1949, at 2:30 O'clock P.M.. Plaintiff appeared in person and represented by her attorney, J. Alfred May. the defendant did not appear in person or by attorney and the defendant having been served with Summons and Complaint in the cause, on the 13th day of September, 1949, and he having failed to appear, demur, or answer, within time allowed by law, or at all, and he being in default, his default was heretofore entered; that an affidavit was filed that said defendant was not in military service during the pendency of this action. Whereupon, testimony was submitted on behalf of the plaintiff and the Court having jurisdiction of the parties and the subject matter of the action and the Findings of Fact and Conclusions of Law having been waived by reason of Defendant's failure to appear, and the Court being fully advised in the premises:

NOW, THEREFORE, by reason of the law and the premises, it is hereby ORDERED, ADJUDGED, AND DECREED:

That the bonds of matrimony existing between the plaintiff Jane A. Winans, and the defendant, Willard W. Winans, be and the same are hereby wholly and forever dissolved on the grounds of extreme cruelty, and the parties are released from each other and from all matrimonial obligations, except the support of the minor child, and the plaintiff is granted and given an absolute decree of divorce from the defendant;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the custody of the minor child, namely, Susanne A. Winans, age twelve years, is awarded in accordance with the Agreement attached to the Complaint: That is, the plaintiff is to have the custody of said minor child during the school months of the year, and the defendant the custody during the summer vacation; provided, that while the child is in the custody of the mother she shall not in any way attempt to alienate the affection of the child from her father, and that while the child is in the custody of the father he shall refrain from indulging in any conduct which would tend to alienate the affection of the child from the mother.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the defendant is to pay to the plaintiff, for the support of said minor child, the sum of $50.00 per month, commencing on the first day of October, 1949, and payable on the first day of each and every month during the months of the year that school is in session; that is, $50.00 per month for each and every month said minor child is in the custody of the plaintiff, until said minor child reaches her majority, or until the further order of the Court.

Dated at Sandpoint, Idaho, this 4th day of October, 1949.

E. V. Boughton
District Judge.

STATE OF IDAHO,
County of Bonner } *ss.*

7670

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original

.....

.....

now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the

.....*day of*..... *194*.....

.....*Clerk*

By Vivian E. Shoemaker *Deputy*

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

ANNABELLE HALVERSON, Plaintiff,	)	
vs.	)	D E C R E E
CLARENCE HALVERSON, Defendant.	)	

The above entitled matter came on regularly to be heard in Open Court at Coeur d'Alene, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 6th day of October, 1949, upon the Complaint of plaintiff and Answer of the Defendant, a Stipulation having been filed in the action setting the case for trial on the above date.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by Stipulation, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Annabelle Halverson, and the defendant, Clarence Halverson, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the minor children of plaintiff and defendant, Rosalie Halverson and Roger

STATE OF IDAHO }
County of Bonner }

Filed October 6, 1949
at 1:20 o'clock P. M.
Alex T. Russell,
Clerk of District Court.
By Vivian E. Shoemaker
Deputy

Halverson, be awarded to the defendant, Clarence Halverson, subject to the right of the plaintiff to visit said children at reasonable and proper times.

Done in Open Court at Coeur d'Alene, Idaho, this 6th day of October, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

7671

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE in Civil Action No. 6501, ANNABELLE HALVERSON, Plaintiff, vs. CLARENCE HALVERSON, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 6th *day of* October, *19*49

Alex T. Russell, *Clerk*

By Vivian E. Shoemaker *Deputy*

6512

7672

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

JEAN ZEAMAN,

Plaintiff,

vs.

DAVID ZEAMAN,

Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Coeur d' Alene, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 13th day of October, 1949, upon the Complaint of plaintiff and Answer of the defendant, a Stipulation having been filed in the action setting the case for trial on the above date.

Plaintiff appeared in person with a witness and one of her attorneys, Glenn E. Bandelin; the defendant did not appear nor was he represented by counsel. plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by Stipulation, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Jean Zeaman, and the defendant, David Zeaman, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff is awarded the care, custody and control of the minor child, John, subject to the right of the defendant to visit said child at reasonable and proper times.

Filed in Bonner
Oct 14 49
at 11:00 a
Allen T. Russell

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff is awarded the sum of One Hundred ($100.00) Dollars per month support money for herself and the child, that in the event plaintiff remarries, then said amount is to be reduced to the sum of Fifty ($50.00) Dollars per month, which is to be allowed plaintiff for the care and support of said child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff is awarded the household goods as her sole and separate property and that the defendant have no further right, title nor interest therein.

IT IF FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant is awarded the 1939 Dodge automobile as his sole and separate property and that the plaintiff have no further right, title nor interest therein.

Done in Open Court at Coeur d' Alene, Idaho, this 13th day of October, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

7672

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6512, JEAN ZEAMAN, Plaintiff, vs. DAVID ZEAMAN, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 14th *day of* October, *1949.*

Alex T. Russell, *Clerk*

By Dorothy Campbell *Deputy*

6506

7673

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

CAROL BOWEN,
Plaintiff,
vs.
GEORGE BOWEN,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 19th day of October, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Carol Bowen, and the defendant, George Bowen, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

Filed Oct 19 1949
at 11:30 a.m.
Alex J. Russell

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff's former name of Carol Haugen be and the same is hereby restored to her.

Done in Open Court at Sandpoint, Idaho, this 19th day of October, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.* 7673

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6506, CAROL BOWEN, Plaintiff, vs. GEORGE BOWEN, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 19th *day of* October, *1949.*

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

6502

7674

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

ALVIRA WARD,
Plaintiff,
vs.
RONALD WARD,
Defendant.

STATE OF IDAHO, County of Bonner, } ss.
Filed Oct. 27, 1949
at 3:10 P.M.
Alex T. Russell
Clerk
By _____ Deputy

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Coeur d'Alene, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 27th day of October, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been served by publication and mailing of a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, Glenn E. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Alvira Ward, and the defendant, Ronald Ward, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of adultery and on the further grounds of wilful neglect for more than one year.

Done in Open Court at Coeur d'Alene, Idaho, this 27th day of October, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

76 '4

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6503, ALVIRA WARD, Plaintiff, vs. RONALD WARD, Defendant.

now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 27th *day of* October, *19*49.

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

7675

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BONNER Boundary

BETTY BERNARD,

Plaintiff,

-vs-

HOWARD J. BERNARD,

Defendant.

2250

DECREE

The above entitled action came on regularly to be heard and tried in Chambers at Bonner Ferry Bonners Ferry, County, State of Idaho, on the 4th, day of October, 1949, at 10:00 O'clock A. M. Plaintiff appeared in person and represented by her attorney, J. Alfred May. The defendant did not appear in person or by attorney and the defendant having been served with Summons and Complaint in the cause, and he having failed to appear, demur, or answer within the time allowed by law, or at all, and he being in default, his default was heretofore entered: that an affidavit was filed that said defendant was not in military service during the pendency of this action: whereupon, testimony was submitted on behalf of the plaintiff and the Findings of Fact and Conclusions of Law having been waived by reason of Defendant's failure to appear.

NOW THEREFORE, by reason of the law and the premises, it is hereby ORDERED, ADJUDGED AND DECREED:

That the court has jurisdiction of the parties and the subject matter of the action.

It is further ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the plaintiff, Betty Bernard, and the defendant, Howard J. Bernard, be and the same are here-

STATE OF IDAHO, } ss.
County of Boundary }
Filed Oct 4 1949
at 10:15 o'clock A M
Owen Litchfield
Clerk of District Court
By Evelyn Bowman
Deputy

by wholly and forever dissolved, on the grounds of conviction of felony after marriage, and the parties are released from each other and from all matrimonial obligations except the support of a minor child, and the plaintiff is granted and given an absolute decree of divorce from the defendant:

2. That the plaintiff have full care, custody, and control of said minor child, namely, Terry Lee Bernard.

Dated at Bonners Ferry, Idaho, this 4th day of October, 1948.

E. W. Boughton
District Judge

7676

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BOUNDARY

MILDRED S. HAYDON, Plaintiff,
vs.
EDWARD CHARLES HAYDON, Defendant,

NO. 2317

D E C R E E

* * * * * * * * * * * * *

The above-entitled action came on regularly to be heard and tried in chambers at Bonners Ferry, County of Boundary, State of Idaho, on the 9th day of September, 1949, the plaintiff appearing in person and by her attorney, W. J. Nixon, and the defendant appearing not, either in person or by counsel.

Upon said hearing it appearing satisfactorily to the Court that the defendant, Edward Charles Haydon, has been duly and regularly served with Summons and Complaint herein as required by law and that said defendant has failed to appear and answer to said Complaint; that the time for answering has expired and the default of said defendant, Edward Charles Haydon, has been duly entered according to law on the 14th day of October, 1949; and the Court having heard the testimony introduced on behalf of the plaintiff and in support of her Complaint and having duly considered the law and the evidence and rendered its decision herein in writing consisting of Findings of Fact and Conclusions of Law -

NOW, THEREFORE, in accordance with the Findings heretofore entered in said cause, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the plaintiff, Mildred S. Haydon, be, and she is hereby, granted an absolute decree of divorce from the defendant, Edward Charles Haydon, on the ground of desertion and the bonds of matrimony heretofore existing between plaintiff and defendant, be, and the same are hereby dissolved.

Dated this 9th day of September, 1949.

O. C. WILSON
District Judge.

X

7677

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BOUNDARY

****

KEITH WIGGINS,
Plaintiff,

vs.

FLORA WIGGINS,
Defendant,

2337

DECREE

****

The above entitled action came on for hearing before the Court sitting without a jury at Bonners Ferry, Idaho, at 11:30 A.M. on Tuesday, October 4th, 1949, at which time the plaintiff appeared in person, and represented by one of his attorneys, Hardy C. Lyons, and the defendant did not appear either in person or by an attorney. It having been stipulated and agreed by and between the parties hereto, and their attorneys respectively, and the said stipulation and agreement appearing on file herein, that this action be heard by the Court on the 4th day of October, 1949, at 10:00 A.M.; the court, after waiting a reasonable time for the defendant to appear, proceeded to hear the case. Thereupon testimony and corroborating testimony was submitted for and upon behalf of the plaintiff, and the Court being fully advised in the premises, and findings of fact and conclusions of law having been waived by the failure of the defendant to appear at the trial, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, Keith Wiggins, be and he is hereby, granted an absolute decree of divorce of and from the defendant, FLORA WIGGINS, upon the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, control and custody of the minor children, Frances Wiggins, Everitt Wiggins, Norman Wiggins, Linda Wiggins, Lloyd Wiggins, and Tommy Wiggins, be awarded to the defendant, Flora Wiggins.

STATE OF IDAHO, } ss.
County of Boundary }

Filed Oct. 4 1949

_____ o'clock ___

Owen Critchfield
Clerk of District Court

By Phyllis Collyer
Deputy

IT IS FURTHER ORDERED, ADJUDGED AN D DECREED that the plaintiff, Keith Wiggins, have the right to visit said children at reasonable and proper times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Keith Wiggins, pay to the defendant, Flora Wiggins, the sum of One-Hundred Fifty ($150.00) Dollars per month for the support and maintenance of the six minor children of the parties, until ~~they reach their majority~~, or until further order of this court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement made and executed by the parties hereto on the 29th day of September, 1949, which is on file herein, is ratified, confirmed and approved, except as modified in the preceding paragraph.

Dated at Bonners Ferry, Idaho, this 4th day of October, 1949.

E. V. Baughtan
District Judge.

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BOUNDARY

2320

MARY E. LEE, Plaintiff,

vs.

CLAUDE M. LEE, Defendant,

D E C R E E

The above entitled action came on regularly to be heard and tried in open Court at Bonners Ferry, County of Boundary, State of Idaho, on the 18th day of October, 1949, the plaintiff appearing in person and by her attorneys, W. J. Nixon and Stephen Bistline, and the defendant appearing not, either in person or by counsel.

Upon said hearing it appearing satisfactorily to the Court that the defendant, Claude M. Lee, has been duly and regularly served with Summons and Complaint herein as required by law and that said defendant has failed to appear and answer to said Complaint; that the time for answering has expired and the default of said defendant, Claude M. Lee, has been duly entered according to law on the 18th day of October, 1949; and the Court having heard the testimony introduced on behalf of the plaintiff and in support of her Complaint and having duly considered the law and the evidence and rendered its decision herein in writing consisting of Findings of Fact and Conclusions of Law -

NOW, THEREFORE, in accordance with the Findings heretofore entered in said cause, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the plaintiff Mary E. Lee, be, and she is hereby, granted an absolute decree of divorce from the defendant, Claude M. Lee, on the ground of desertion and wilful neglect and the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff, Mary E. Lee, have the care, custody and control of the said minor child, Aaron Charles Lee, with the right in the defendant, Claude M. Lee, to visit said minor child at reasonable times provided that he pay $25.00 per month to plaintiff for each and every month after this decree.

STATE OF IDAHO, } ss.
County of Boundary }
Filed Oct 29 1949 at ___ o'clock ___ M.
Duncan Caldwell
Clerk of District Court
By ___

Dated this 18 day of October, 1949.

E. V. BOUGHTON
District Judge.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BUTTE

7679

WILLIAM A. JONES,

Plaintiff

vs.

DORIS G. JONES,

Defendant

DECREE OF DIVORCE

The above entitled cause coming on regularly to be heard in Chambers at Blackfoot, Bingham County, State of Idaho, on the 12th day of October, 1949, with the plaintiff appearing in person and by his counsel, A. C. Dunn Esq., of Arco, Idaho; and it appearing that the defendant, Doris G. Jones, has heretofore been duly served with process; that defendant has filed her withdrawal of demurrer heretofore filed in this action and consented to entry of default without further notice; that the Clerk's default has been duly entered against said defendant for her failure to appear in said cause, and the plaintiff and his witness having been duly sworn and their testimony given in evidence; and it further satisfactorily appearing that the said defendant is not now, nor at any time during the pendency of this cause has been, in the Military or Naval Service of the United States of America within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940, upon consideration the Court finds that all of the allegations contained in plaintiff's complaint are true and established by the evidence adduced before the Court, and concludes that the plaintiff is entitled to the relief sought in the prayer of his complaint, now, therefore, on motion of his attorney of record;

IT IS ORDERED, ADJUDGED, AND DECREED, that the bonds of matrimony now and heretofore existing between plaintiff and defendant, be and the same are hereby wholly, fully, and finally dissolved and said parties are hereby restored to the status of single persons; that defendant's maiden name of Doris G. Summers be and the same is

hereby restored to her.

DATED in Chambers, at Blackfoot, Bingham County, State of Idaho, this 12th day of October, 1949.

/s/ PRESTON THATCHER
District Judge.

STATE OF IDAHO)
(ss
County of Butte)

I, I. W. BOYER, the duly elected, qualified, and acting Clerk of the District Court in and for the County of Butte, State of Idaho, do hereby certify that the foregoing is a full, true, and correct copy of decree of divorce in the action William A. Jones, Plaintiff vs. Doris G. Jones, defendant, dated October 12, 1949, now of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of October, 1949.

I. W. Boyer
Clerk of the District Court, County of Butte, State of Idaho,
By Doris M. Nobb
Deputy.

354434

7680

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

- - - - - - - -

FILED
A.M. 3:35 P.M.
OCT 3 1942
A. Powell
DEPUTY

IDA E. ZIMMERMAN,
Plaintiff,
vs.
HARRY L. ZIMMERMAN
Defendant.

J U D G M E N T

The above matter came on regularly to be heard before the above entitled District Court on plaintiff's complaint and the answer of the Prosecuting Attorney of Canyon County, Idaho, and the Guardian Ad Litem for the defendant, the plaintiff appearing by her attorneys, Caldwell and Alexanderson and the defendant appearing by the Prosecuting Attorney of Canyon County, Idaho, W. W. Wander and defendant further appearing by his Guardian Ad Litem, Mary Schmitt, all as required by the statutes of the State of Idaho in such cases made and approved; and the defendant having been duly and regularly served with summons and process herein; and the defendant having failed to appear personally in said action except for said appearance made by the Prosecuting Attorney of Canyon County, Idaho and by Mary Schmitt, Guardian Ad Litem for said defendant and the default of said defendant having been duly entered, pursuant to order of this court, except for said appearance made by said Prosecuting Attorney and said Guardian Ad Litem as aforesaid; and the Court having heard the evidence and testimony introduced on either side and having reached his conclusions thereof and having filed Findings of Fact and Conclusions of Law, from which it appears that the plaintiff and defendant intermarried at Boise, Ada County, Idaho, on or about December 1, 1913 and ever since have been and now are husband and wife; that the plaintiff is now, and for more than six full weeks next preceding the commencement of this action was, a bona fide resident of the State of Idaho; that there are no minor

children the issue of said marriage; that for more than three years next preceding the commencement of this action said defendant has been duly and regularly confined in the State Hospital South, the asylum for insane persons within the State of Idaho at Blackfoot, Idaho, and that the insanity of said defendant is permanent and incurable; that plaintiff is entitled to judgment as prayed for in her complaint.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this does ORDER, ADJUDGE and DECREE that the bonds of matrimony heretofore existing between the plaintiff and defendant are hereby dissolved, and they are wholly divorced one from the other; that the plaintiff is awarded an undivided one-half interest in and to the following described real property, and the defendant is awarded an undivided one-half interest in and to the following described real property, to-wit:

> Lots Seven (7) and Eight (8) in Block Thirty-three (33) according to the plat of a portion of the Town of Parma, Idaho, filed January 26, 1901 at 3:30 P.M. in Book 1 of Plats, page 31 in the office and records of the County Recorder of Canyon County, Idaho;
>
> Together with all water, water rights, ditches and rights of way for ditches thereunto belonging or in anywise appertaining;
>
> Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

and that the homestead declaration filed by this plaintiff upon said property be hereby confirmed and approved by this Court and the plaintiff be hereby given the right to occupy and live upon said premises and occupy the same as and for her home.

Dated this 3 day of October, 1949.

THOS E BUCKNER
Judge of the District Court

State of Idaho)
County of Canyon) ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.
DATED
October 3, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By N. Powell, Deputy

354475

7681

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

11:40

OCT 4 1949

Joan D. Maley

LEONE OWENS,

Plaintiff,

-vs-

WILLIE RAY OWENS,

Defendant.

DECREE OF DIVORCE

This cause coming on regularly for hearing this the ~~19th~~ 4th day of ~~September~~ October, 1949, on the complaint of the plaintiff taken as confessed by the defendant, whose default for not answering has been duly entered in said cause this day.

It appearing to this Court that the said defendant, Willie Ray Owens, has been duly and regularly served with Summons in the above entitled cause according to law, and that more than twenty (20) days have elapsed since said service.

Witnesses were duly sworn and examined on behalf of the plaintiff and the evidence being closed, the case was submitted to the Court for its decision and after due deliberation the Court finds;

That the plaintiff has filed her Affidavit as provided under the Soldiers' and Sailors' Civil Relief Act of 1940, in which plaintiff states that the defendant, Willie Ray Owens, is not in the Military Service of the United States, as defined by Section 101 (1) of the Act of Congress approved October 7, 1940; that pursuant to said Affidavit, an Order Allowing Default was entered by the Court herein ordering that in case of proper service, default judgment be entered against the said defendant, Willie Ray Owens.

That all of the allegations contained in plaintiff's complaint are true and supported by evidence; that the plaintiff and

defendant intermarried at Parma, County of Canyon, State of Idaho, on or about the 23rd day of August, 1946, and ever since said time have been and now are husband and wife;

That the plaintiff is now and has been for more than one (1) year last past, preceeding the commencement of this action, a resident of the State of Idaho.

That there are no children the issue of the marriage of said plaintiff and defendant.

That there is no community property of the plaintiff and defendant.

That the Court finds that the defendant has been guilty of desertion and wilful neglect as more particularly set forth in plaintiff's complaint.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED and DECREED, and this DOES ORDER, ADJUDGE and DECREE, That the marriage bonds between the plaintiff, Leone Owens, and the defendant, Willie Ray Owens, be and the same are free and absolutely released from the bonds of matrimony and all obligations thereof;

IT IS FURTHER ORDERED, ADJUDGED and DECREED That the plaintiff's former name be restored to her, to-wit, Leone Kearney.

DATED this the ~~12th~~ 4th day of ~~September~~ October, 1949.

Thomas E Buckner
District Judge

State of Idaho }
County of Canyon } ss.
I hereby certify the foregoing instrument is a true and correct copy of the original as the same appears in my office.
DATED
October 4, 1949
Clerk of District Court
By Joann D Nalley
Deputy

354657

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

Kenneth R. Rupert,

Plaintiff,

vs.

Mary Dale Rupert,

Defendant,

11:15

OCT 10 1949

Lavona Sayre

DECREE

(COPY)

This cause came on regularly for trial in open court this 10th day of October, 1949, Ernest Anderson, appearing as counsel for the plaintiff, Kenneth R. Rupert, and the defendant appearing neither in person or by counsel, and having defaulted in the said action, and the default of the said defendant having been entered of record, and that an Affidavit Relative to the Military Service of the Defendant, having been filed herein, showing that the defendant is not in the military service, as defined by Section 101 (1), Act of Congress, Approved October 17, 1940, whereupon, witness were sworn and examined on behalf of the plaintiff and the cause was then submitted to the court for its consideration and decision, and it appearing to the court, after due deliberation thereon, that the said defendant was duly and regularly served with process in this action by personal service on said defendant in the County of Willacy, State of Texas, in accordance with an order of the clerk of this Court; and it also appearing from the evidence introduced that the defendant during the month of February, 1946, at Los Angeles, California, wilfully and without just cause or reason, deserted and abandoned the plaintiff, and ever since that time has, and still continues to wilfully desert and abandon the plaintiff and to live and

~~he has~~ reside separate and apart from the plaintiff, without any sufficient cause or reason whatever, as alleged by the plaintiff's complaint; and it further appearing that there are two children, the issue of the said marriage, namely, Kenneth Raymond Rupert, a son, and Gloria Jean Rupert, a daughter, both of whom are minors, who are now in the custody of the defendant herein, and which the court deems to be to the best interest of the said children that the custody of said children be awarded to the defendant, with the right of the plaintiff to visit with the said children at all reasonable times; and it further appearing that the sum of $40.00 per month is a reasonable sum to be allowed the defendant for the support, education and maintenance of the said minor children; and it also appearing that there is no separate or community property belonging to the said parties or either of them; that findings of fact and conclusions of law have been duly waived,

WHEREFORE, It is hereby ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE that the marriage now existing between, Kenneth R. Rupert, the plaintiff, and Mary Dale Rupert, the defendant, be, and the same is hereby disolved, and a decree of divorce be awarded to the plaintiff, and that hereafter each of them is freed and absolutely released and relieved of and from the bonds of matrimony and the obligations thereof;

And it is further ORDERED, ADJUDGED and DECREED that the defendant, Mary Dale Rupert, be awarded the custody of the minor children, Kenneth Raymond Rupert, a son, and Gloria Jean Rupert, a daughter, so long as she shall live, but in the event of her death, prior to the time that the said children, or either of them, shall have reached the age of majority, then the custody of the said children shall be vested in the plaintiff; it is further ordered that the plaintiff contribute $40.00 a month for the care, support, maintenance and education of the said

minor children, and that the said sum be sent to the defendant monthly hereafter.

It is further ordered that the plaintiff shall be priviledged to visit the said children at all reasonable times and places hereafter.

Done in open Court this 10th day of October, 1949.

Thomas E. Bucknee

District Judge.

Oct. 10, 1949
Lavona Dayne

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT, OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

11:22

OCT 10 1949

Joann Maley

LINDA V. TAYLOR,
Plaintiff,

- vs -

JOHN L. TAYLOR,
Defendant.

D E C R E E.

THIS CAUSE, Came on regularly to be heard this 10th day of October, 1949, upon the complaint herein, the proof and testimony in said action.

AND THE COURT FINDS, That the defendant, John L. Taylor, was served by publication of the Summons, for the time and in the manner provided by law, and that he has failed to appear in said action, and the time to so appear has expired, and upon due proof that the defendant is not now engaged in any branch of the military service of the United States, default has been duly entered against him. That all the allegations of the complaint are true, Therefore:

The plaintiff is entitled to a decree of Divorce upon the grounds, of desertion, and extreme cruelty, Therefore;

IT IS ORDERED, ADJUDGED AND DECREED, By this Court:

1. That the bonds of matrimony existing between the plaintiff and defendant are dissolved, and they are hereby absolutly divorced from each other;

2. That the plaintiff, Linda V. Taylor, is hereby awarded the custody, of, Diedra Sue Taylor, infant child of this marriage, who is now about 15 month of age.

Dated this 10th. day of October, 1949.

Thomas E Buckner
District Judge.

State of Idaho
County of Canyon

I hereby certify that the within instrument is a true and correct copy of the original as the same appears of record in my office.

Oct. 10, 1949

Joann Maley
By Deputy

354672

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CANYON COUNTY.

2:45

OCT 10 1949

Joann Daly

CLIFFORD W. CROISETTIER, :

Plaintiff, :

-vs- : DECREE OF DIVORCE.

KATHERINE CROISETTIER, :

Defendant. :

On this 10th day of October, 1949, this cause came regularly on for trial in open court, the plaintiff appearing in person and with his witnesses and being represented by Geo. H. van de Steeg, his attorney of record in the cause, and the defendant appearing not at all, and it appearing to the Court from the records and files of the action that the said defendant has been duly and legally served with the summons in this action, according to law, and that said defendant has failed to appear, answer or otherwiseplead to the complaint of the plaintiff filed herein, and that the time allowed by law so to do has fully expired, and that said defendant is in default for want of appearing; and it further appearing to the Court that said defendant is not engaged in the military and/or naval service of the United States within the provisions of the Act of Congress of 1940, known as the Soldier's and Sailor's Civil Relief Act; now, therefore, on motion of counsel for said plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said defendant is in default and judgment of default is hereby made and rendered against her, and the Clerk of this Court is hereby directed to enter judgment of default against said defendant upon the minutes of the Court and in the records of the Court in this cause.

AND THEREUPON, the court proceeded with the trial of the action, and plaintiff and his witnesses were duly sworn to testify, and did testify, and the Court being now fully advised in the

premises finds that the allegations contained in plaintiff's complaint are substantiated by the evidence and are true, and that the plaintiff is entitled to decree of divorce as prayed for in his complaint, on the ground of extreme cruelty.

IT IS THEREFORE HEREBY ORDERED; ADJUDGED AND DECREED that the bonds of matrimony now existing between the parties to this action be, and the same hereby are, dissolved and set at naught, and plaintiff is hereby granted a divorce from and against said defendant upon the grounds of extreme cruelty.

Done in open Court this 10th day of October, 1949.

Thomas E Buckner
Thomas E. Buckner
District Judge.

Oct 10, 1949
Clerk District Court
and Ex Officio Recorder,
By Jessie Maley
Deputy

354675

7685

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

* * * * * * * * *

CAROL L. JAUERT,

Plaintiff,

-vs-

WILLIAM L. JAUERT,

Defendant.

4:45

OCT 10 1949

Joan D. Riley

DECREE OF DIVORCE

* * * * * * * * *

THIS CAUSE Coming regularly on to be heard this 10th day of October, 1949, plaintiff appearing together with her counsel, Earl E. Garrity, Nampa, Idaho, and the defendant not appearing by counsel or otherwise; and it appearing to the Court that summons in this cause has been personally served upon the defendant in Nampa, Idaho, and that the time for making appearance has elapsed, and the defendant, William L. Jauert, has failed to appear, answer or plead to plaintiff's complaint herein within the time allowed by law; and it appearing to the Court that the defendant is not in the military forces of the United States, and that the default of the defendant was duly and regularly entered herein on the 10th day of October, 1949;

WHEREUPON, Evidence was introduced on behalf of the plaintiff and the cause submitted, whereupon, the Court took the matter under advisement, and it appearing that all the material allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, On motion of Earl E. Garrity,

Attorney for the plaintiff, and by virtue of the law and by reason of the premises, aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That plaintiff shall have, and she is hereby granted, a divorce from the defendant, William L. Jauert, on grounds of extreme cruelty, and that the bonds of matrimony between plaintiff and defendant are hereby dissolved, and said parties, and each of them ,are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the care, custody and control of Dennis Lee and Chris Eugene, minor children of the parties, is hereby granted to the plaintiff, Carol L. Jauert, and that the defendant, William L. Jauert, shall have the privilege of visiting said minor children, and being visited by them, at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the defendant, William L. Jauert, shall pay the plaintiff, Carol L. Jauert, the sum of Twenty-Five ($25.00) Dollars per month for the care and maintenance of each of said minor children, said payments to be made on or before the 10th day of each and every month commencing November 10th, 1949, and continuing monthly until each child reaches his majority.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the following described property, to-wit:

> A portion of the E½ of the SW¼ of the SE¼ of Section 28, Township 3 North, Range 2 West of the Boise Meridian, in Canyon County, Idaho, being more in particular described as follows:
>
> Beginning at the Southeast corner of the E½ of the SW¼ of the SE¼ of the aforesaid Section 28, and running West 416.3 feet along the South boundary line thereof, to the point of

beginning; thence running North at right angles 175 feet, thence West at right angles 125 feet, thence South at right angles 175 feet, to the aforesaid South boundary line, thence East along said South boundary line a distance of 125 feet to the point of beginning, containing ½ acre, more or less,

is hereby awarded to the plaintiff herein, Carol L. Jauert, to have and to hold as her own sole and separate property, free from any presumption of community interest, together with the household furnishings belonging to the parties, and the defendant herein, William L. Jauert, is hereby awarded the 1935 Ford automobile belonging to the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the defendant, William L. Jauert, shall pay to the plaintiff, Carol L. Jauert, the sum of One Hundred Fifty ($150.00) Dollars attorney fees, and her costs and disbursements herein expended.

Done in Open Court this 10th day of October, 1949, at Caldwell, Idaho.

Thomas E Bucker
DISTRICT JUDGE

State of Idaho }
County of Canyon } ss
I hereby certify the foregoing instrument is a true and correct copy of the original thereof as the same appears on file in this office.
DATED
Oct. 10, 1949
S. S. Peo... Clerk of District Court and Ex Officio ...
Jason Maley
Deputy

354723

7686

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

1:40

OCT 12 1949

Lavona Saye

AMY O. EMMONS LESLIE,

Plaintiff,

-vs-

EARNEST W. LESLIE,

Defendant.

DECREE OF DIVORCE.

ACTION FOR DIVORCE

THIS CAUSE COMING ON FOR TRIAL, This 10th day of October, A. D. 1949, Walter R. Cupp of Caldwell, Idaho, appearing for the plaintiff; and default having been regularly entered against the defendant for failure to appear and answer; and it appearing that the defendant could not be found within the State of Idaho, and that said defendant resides outside of the State and service of Summons upon Earnest W. Leslie, defendant, has been made outside of the State of Idaho, pursuant to an order of the Court by C. W. Glover of Crescent City, County of Del Norte, State of California, acting in his capacity as a private citizen and disinterested person; and that more than twenty days have elapsed since the personal service of the summons and complaint upon the said defendant at Crescent City, Del Norte County, State of California, and it appearing from testimony presented at the trial that the defendant Earnest W. Leslie, is guilty of desertion, extreme cruelty and habitual intoxication as defined by law, and it further appearing that a divorce should be granted the plaintiff from the defendant, and that the plaintiff has been a resident of Canyon County State of Idaho, for more than six months immediately preceding the commencement of this action; and

IT FURTHER APPEARING, by affidavit of plaintiff that said defendant is not now on active duty with the Military Service of the United States, nor with any of her allies at war, nor associated, nor obligated therewith as set forth in order of this Court and default having been ordered and regularly entered pursuant to conditions and requirements of Act of Congress approved October 17th. 1940, (Public No. 861 - 76th Congress-Chapter 88 - 3rd Session) as Amended October 6th. 1942, (Public No. 732-77th. Congress-Chapter 481, 2nd. Session; and that plaintiff desires that her name before this marriage be restored and that such request should be granted.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED and DECREED, that the bonds of matrimony existing between the plaintiff, Amy O. Emmons Leslie, and the defendant, Earnest W. Leslie, be, and the same are, hereby dissolved, absolutely, on the grounds of wilful desertion, habitual intoxication and extreem cruelty upon the plaintiff, as defined by law;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff may resume her name prior to said marriage, towit, the name of Amy O. Emmons.

Done in open Court this 10 day of October, 1949

State of [illegible]
County of [illegible]
I [illegible] is a [illegible]
[illegible]
Oct. 12, 1949
[illegible]
By Lavona Kayser

Thomas E. Buckner
Judge

355047 7687

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

11:40
OCT 24 1949
Jessie Maley

JUNE J. SCHUSSLER,)
Plaintiff,)
)
-vs-)
) DECREE
HOWARD F. SCHUSSLER,)
Defendant)

This cause came on regularly for hearing the 24th day of October, 1949, before the Court without jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney and it a pearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required by law has been duly and regularly entered herein, the Court proceeded with the trial of said cause.

Witnesses were called, sworn and testified for and on behalf of plaintiff and the case was submitted to the Court for final determination and decision, and the Court having found that the plaintiff and defendant were duly married at San Francisco, California, on the 30th day of June, 1945, and that the plaintiff has been for more than six weeks last past a bona fide resident of the State of Idaho, and that the defendant, disregarding the solemnity of his marriage vows, has caused the plaintiff such mental and physical suffering, pain and anguish as to constitute mental cruelty.

The Court ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's complaint.

WHEREFORE, It is ORDERED, ADJUDGED and DECREED and this does ORDER, ADJUDGE and DECREE that the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same are hereby dissolved and the plaintiff and defendant are absolutely freed from all obligations thereof;

IT IS FURTHER ORDERED, ADJUDGED and DECREED That the plaintiff be awarded the full and complete care, control and custody of the three minor children, namely, Charles H. Schussler, Kay Lynn Schussler and Robert J. Schussler, with the right of reasonable visitation on the part of the defendant;

That the plaintiff be awarded the following described real property:

> 50 x 150 tract in the Southwest Quarter of the Southeast Quarter of Section 21, Township 4 North, Range 3, West of the Boise Meridian: COMMENCING at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 21, Township 4 North, Range 3 West of the Boise Meridian, and thence running South along the East boundary line of said Southwest Quarter of the Southeast Quarter, a distance of 355.5 feet to THE REAL POINT OF BEGINNING: Continue Thence South along the aforesaid East boundary line, a distance of 50 feet; thence running West on a line parallel with the North boundary line of said Southwest Quarter of the Southeast Quarter, a distance of 150 feet; thence running North, a distance of 50 feet; thence running East, a distance of 150 feet to the real point of beginning;

That the plaintiff also be awarded all personal property, consisting of all household furniture;

That the plaintiff be awarded the sum of $75.00 per month for the support of said minor children.

DATED: This 24th day of October, 1949.

Thomas E. Buckner
District Judge

October 24, 1949

By Jeanne O'Malley

355048

7688

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

* * * * * * * * *

11:57

OCT

D. Powell

LONA B. BURCH,

Plaintiff,

-vs-

ROBERT LEE BURCH,

Defendant.

DECREE OF DIVORCE

* * * * * * * * *

THIS CAUSE Coming regularly on to be heard this 24th day of October, 1949, plaintiff appearing, together with her attorney, Earl E. Garrity, Nampa, Idaho, and the defendant not appearing by counsel or otherwise; And it appearing to the Court that the defendant has been served with summons in this cause in the manner prescribed by law, and that the time for making appearance has elapsed, and the defendant, Robert Lee Burch, has failed to appear, answer or plead to plaintiff's complaint herein within the time allowed by law; and it appearing to the Court that the defendant is not in the military forces of the United States, and that the default of the defendant was duly and regularly entered herein on the 24th day of October, 1949;

WHEREUPON, Evidence was introduced on behalf of the plaintiff and the cause submitted, whereupon, the Court took the matter under advisement, and it appearing that all the material allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, On motion of Earl E. Garrity, attorney for the plaintiff, and by virtue of the law and by reason of the premises aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the plaintiff shall have, and she is hereby granted, a divorce from the defendant, Robert Lee Burch, on the grounds of extreme cruelty, and that the bonds of matrimony between the plaintiff and defendant are hereby dissolved, and said parties, and each of them, are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That plaintiff shall have her costs and disbursements herein expended.

Done in open Court in Caldwell, Idaho, this 24th day of October, 1949.

Thomas E Buckner
DISTRICT JUDGE

State of Idaho
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
October 24, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By A. Powell
Deputy

355054

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

2:40

OCT 24 1949

Joann D Maley

ANNABELLE THORPE,

Plaintiff,

-vs-

HERBERT DeWAYNE THORPE,

Defendant.

DECREE

This cause came on regularly for trial before this Court, sitting without a jury, on the 24th day of October, 1949; Robert B. Dunlap of the law firm of Dunlap & Dunlap appearing as attorney for plaintiff, and Robert L. Alexanderson of the law firm of Caldwell & Alexanderson, appearing as attorney for defendant, and in accordance with the "Consent That Demurrer May Be Withdrawn and Refusal to Plead Further" filed by attorney for the defendant, the demurrer of defendant to the complaint was withdrawn, the default of the defendant for refusal to plead further was entered, and the attorney for the defendant, having agreed that the trial of the case might be had at any time, whereupon the court proceeded with the hearing of said cause.

The plaintiff and her witnesses were sworn and testified, and the plaintiff rested her case, and the court finding that the plaintiff is entitled to a decree of divorce from the defendant upon the ground of extreme cruelty, as stated in plaintiff's complaint.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED That the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and the same are, hereby wholly dissolved, and the parties hereto are both freed from the obligations thereof, and the said plaintiff is hereby granted an absolute decree of divorce

DUNLAP & DUNLAP
LAWYERS
CALDWELL, IDAHO

from said defendant on the ground of extreme cruelty, and the said parties are, after the entry of this decree, each restored to the status of single persons.

It is further ORDERED, ADJUDGED, AND DECREED, and this does ORDER, ADJUDGE, AND DECREE that the plaintiff, ANNABELLE THORPE, be, and she hereby is, awarded the sole, absolute, and complete custody and control of the minor children of the plaintiff and defendant, to-wit: Gloria Jean Thorpe and Dennis DeWayne Thorpe.

It is further ORDERED, ADJUDGED, AND DECREED, and this does ORDER, ADJUDGE, AND DECREE, that the defendant, HERBERT DeWAYNE THORPE, until the further order of the court, pay to the plaintiff for the support of said minor children the sum of $50.00 per month beginning November 1, 1949, and that the allotment now being received by plaintiff from the United States government in the amount of $50.00 per month for the support of said children shall be and hereby is deemed as full compliance with the order of the court in this respect so long as said allotment payments continue.

Done in open court this 24th day of October, 1949.

Thomas E. Buckner
District Judge

State of Idaho
County of
I, [illegible] Clerk of the District Court of the [illegible] Judicial District of the State of Idaho, do hereby certify that the above and foregoing is a full, true and correct copy of the original decree in the above entitled action as the same appears of record in my office.

October 24, 1949
[illegible] District Court

Joanne D. Maley
Deputy

DUNLAP & DUNLAP
LAWYERS
CALDWELL, IDAHO

355104

7690

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

G. H. BLOOMFIELD,

Plaintiff,

-vs-

LORA BLOOMFIELD,

Defendant.

3:20

OCT 26 1949

H. Powell

DECREE

This cause coming on regularly for hearing on the 26th day of October, 1949, before the above entitled Court without a jury, plaintiff appearing and being represented by F. W. JARVIS of Caldwell, Idaho, and RALPH I. JAMES, guardian ad litum for the defendant, appearing and being represented by V. K. JEPPESEN of Nampa, Idaho, and W. W. WANDER, prosecuting attorney for Canyon County, Idaho. The cause was heard upon the plaintiff's complaint and the answer of Ralph I. James, guardian ad litum of Lora Bloomfield, defendant, and W. W. Wander, prosecuting attorney for Canyon County, Idaho, and evidence was introduced on behalf of each of said parties.

WHEREUPON the hearing having been completed on October 26, 1949, the Court being fully advised, both as to the law and facts, did make and file his findings of facts and conclusions of law, which are referred to as the basis of this decree.

WHEREFORE, all and singular the law and the premises being by the Court here understood and fully considered, it is hereby ORDERED, ADJUDGED and DECREED that the plaintiff be, and he is hereby granted an absolute divorce from the defendant upon the ground of permanent insanity, as provided by Section 32-801 Idaho Code and amendments thereto; that the marriage heretofore and now existing between plaintiff and defendant be and the same

is hereby dissolved, and that said parties are, and each of them is, freed and absolutely relieved from the bonds of matrimony and all the obligations thereof; that the plaintiff and defendant are, and each of them is, restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the real and personal property mentioned and described in plaintiff's complaint is the community property of the plaintiff and defendant, and which said property is to be divided equally between the parties hereto, viz; to each an undivided one-half interest; which said property is situated in the County of Canyon, State of Idaho, described as follows, to-wit:

> Beginning at the Southwest Corner of the NW¼ of Section 11, Township 4 North, Range 3 West from the Boise Meridian and running East 1064 feet, along the South boundary line of the NW¼ of the aforesaid Section 11, thence North 53 feet to the center of a drain ditch; thence N. 54°15' W. 485 feet along the center of a drain ditch; thence N. 54°15' E. 260 feet; thence N. 41°45' W. 50 feet, to the center of drain ditch No. 4 of drainage district No. 2 of Ada County, Idaho, thence N. 48°15' E. 278 feet along the center of the aforesaid drain ditch No. 4; thence meandering along a drain ditch N. 39°0' W. 340 feet; N. 11°0' W. 200 feet and N. 25°30' W. 196 feet; thence N. 64°10' W. 437 feet; thence N. 46°34' W. 402.4 feet, to the intersection of the West boundary line of the NW¼ of the aforesaid Section 11, at a point 838 feet South of the Northwest corner of the NW¼ of the aforesaid Section 11; thence South 1816 feet along the West boundary of the NW¼ of the aforesaid Section 11 to the point of beginning, containing 30 acres more or less.
> Valued at approximately $4000.00.
>
> Personal property valued at approximately $1000.00.

DATED this the 26th day of October, 1949.

Thomas E Buckner
District Judge

State of Idaho }
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and full record of [illegible] and the same appears in this office.
DATED
October 26, 1949
S. S. [illegible], Clerk of the District Court and Ex Officio Recorder.
By [illegible] Deputy

5271.

COPY

7691

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF CASSIA.

****

HOMER H. EDGINGTON, PLAINTIFF,
VS.
MARY ELIZABETH EDGINGTON, DEFENDANT.
DIVORCE DECREE.

****

This cause came on regularly for hearing before the above entitled Court at Burley, Cassia County, state of Idaho, in the Court room thereof, upon this third day of October, 1949. The plaintiff appearing in person and by his attorney, Guy L. Kinney, and the defendant, Mary Elizabeth Edgington, not appearing either in person or by any attorney and it appearing to the Court that the said defendant has been duly and regularly served with summons and a copy of the complaint in this action and that twenty days have elapsed since said service was made, and the defendant neither appearing in person or by an attorney or filing any answer or demurrer and default of said defendant, Mary Elizabeth Edgington, in the above entitled case having been duly and regularly entered herein according to the law, whereupon witnesses on the part of plaintiff were duly sworn and examined and evidence introduced and the evidence being closed the cause was submitted to the Court for determination and decision.

And the Court being duly advised in the premises find that each and every allegation of the plaintiff's complaint herein is true and correct and that plaintiff is entitled to a judgment and decree of this Court forever dissolving the bonds of matrimony now existing between plaintiff and defendant and is further entitled to and absolute decree of divorce herein. That the defendant, Mary Elizabeth Edgington, is a fit and proper person to have the care and custody of the minor child, Richard Allen Edgington; and that the plaintiff should pay to the defendant for the support and maintenance of the minor child the sum of forty dollars ($40.00) per month, until the child reaches his majority. That the plaintiff should have the right to visit the child at reasonable times and reasonable hours.

WHEREFORE by reason of the law and the premises on motion of Guy L. Kinney, attorney for the plaintiff, it is hereby ordered adjudged and decreed and this does order, adjudge and decree as follows: That the bonds of matrimony heretofore existing between the plaintiff, Homer H. Edgington, and the defendant, Mary Elizabeth Edgington be and the same are hereby wholly and absolutely dissolved, and said parties forever free from the obligations thereof and adecree of absolute divorce is hereby entered herein, in favor of the plaintiff and against the defendant, and it is further ordered that the custody care, and control of the minor child, Richard Allen Edgington, be awarded to the defendant, Mary Elizabeth Edgington, and that the plaintiff is hereby ordered to pay to the defendant for the support and maintenance of the minor child until he reaches his majority, the sum of forty dollars ($40.00) per month. The first payment due and payable on the 15th day of October, 1949. The balance of said monthly payments to become due and payable on the 15th day of each month thereafter, until the child reaches his majority. The plaintiff is given the right to visit the child at reasonable times and hours.

Dated this 3rd day of October, 1949.

S Fales E. Lowe
District Judge.

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm Baugh Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of "Divorce Decree" - in Case of Homer L Edgington vs Mary Elizabeth Edgington - Case # 5271

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 5th day of October, 1947.

Wm Baugh Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Zelpha Hunter
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CLEARWATER COUNTY

ELIZABETH S. SAYLER,

Plaintiff,

-vs-

BERDETT SAYLER,

Defendant.

Case No. 2196
Filed Oct. 21, 1949
at 11/30 o'clock A.M.
Gayle Hayden, Clerk

D E C R E E

The above entitled case having come regularly on for hearing before the Honorable A.L. Morgan, Judge of the above entitled Court on this 21st day of October, 1949, at Orofino, Idaho, the plaintiff appearing in person, with her counsel, Samuel F. Swayne, and the defendant having been regularly served with Summons in the State of Idaho, and the time having expired for the said defendant to appear and answer or demur to the complaint of the plaintiff on file herein and upon proper showing the default of the defendant having been regularly entered, provided by law, and this Court having heard and considered the evidence,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

I.

That the bonds of matrimony heretofore existing between the plaintiff and defendant be dissolved and held naught and the parties restored to the status of single persons.

II.

That the defendant is awarded as his sole and separate property, the following described real property, to wit: The Northwest Quarter (NW¼) of Section Twenty (20), Township Thirty Six (36) North, Range Two (2), E.B.M.

DATED this 21st day of October, 1949.

/s/ A. L. Morgan
A.L. Morgan, District Judge.

Recorded in Book 3 of Judgments at page 331.

Gayle Hayden, Recorder By: Bertie Graham, Deputy

STATE OF IDAHO, County of Clearwater } ss.

I, GAYLE HAYDEN, Clerk of the District Court and Ex-Officio [illegible] County, State of Idaho, do hereby certify the [illegible] to be a full, true and correct [illegible] and of record in my office.

WITNESS my hand and official seal hereto affixed this 24 day of October A. D., 19 49.

Gayle Hayden

CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER

By Bertie Graham
Deputy

7694

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

BERNICE L. ODOM,

Plaintiff,

-vs-

WALLACE T. ODOM,

Defendant.

DECREE

The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, in Chambers at Boise, in the County of Ada, State of Idaho, upon the 21st day of October, 1949, the plaintiff appearing in person and by her attorney, Perce Hall, and the defendant appearing not, neither in person, by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant Wallace T. Odom had been duly and regularly served with summons in this action in the manner provided by law and that said defendant had failed to appear and answer, demur or otherwise plead to the plaintiff's complaint within the time allowed by law and the default of said defendant having been duly entered according to law and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of her complaint and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's complaint in favor of the plaintiff and against the defendant and upon the first cause of action in said complaint the Court finds that the defendant has been guilty of habitual intemperance, and upon the second

cause of action in said complaint the Court finds that the defendant has been guilty of wilful neglect of the plaintiff, and upon the third cause of action in said complaint the Court finds that the defendant has been guilty of extreme cruelty towards the plaintiff, and that by reason thereof the plaintiff is entitled to have dissolved the bonds of matrimony heretofore and now existing between the plaintiff and the defendant;

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff Bernice L. Odom and the defendant Wallace T. Odom be and the same are hereby dissolved and that the plaintiff be and she is hereby divorced from said defendant.

Done in Chambers at Boise, in the County of Ada, State of Idaho, this 21st day of October, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE.)

I, James A. O'Neill, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 21 day of October, 1949.

James A. O'Neill
Clerk of the District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR FRANKLIN COUNTY

Glen Egg,	:	
Plaintiff,	:	
vs.	:	DECREE
Helen Egg,	:	
Defendant	:	

The above entitled matter came on regularly for hearing before the above entitled Court with the plaintiff appearing in person, and with his attorney, Ben B. Johnson, and the defendant having executed an Acceptance of Service, and waived that statutory time for answering and consenting that the evidence be introduced by the plaintiff, and the full consideration of the matter being given by the Court, the Court being fully advised in the law and the premises, it finds that the allegations of the plaintiff's Complaint are true and it enters it's DECREE as follows:

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, and DECREED:

(1) That the bonds and obligations of matrimony now existing between the plaintiff, Glen Egg, and the defendant, Helen Egg, be, and the same are hereby dissolved by an absolute Decree of Divorce.

(2) That the defendant have full custody of said minor children, LaPreil Egg, age eleven, Janet Rae Egg, age nine, and Glenda Lee Egg, age five, subject to the right of the plaintiff to see and visit with said children at any time.

(3) That the plaintiff is ordered to pay the sum of $100 per month for support of said children.

(4) That the defendant be awarded the house, lot, and the furniture.

IT IS SO ORDERED this 27th day of October, 1949.

L. E. Glennon
District Judge

STATE OF IDAHO,
County of Franklin

I, C. L. Swenson; Clerk of the District Court of the Fifth Judicial District in and for Franklin County, State of Idaho, hereby certify that the foregoing divorce decree is a true and correct copy of the original that appears on file in my office in Preston, Idaho.

Witness my hand and seal of said County this 29th day of October, 1949.

C. L. Swenson: Clerk of the District Court

By Barrington Deputy

7696

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF FRANKLIN.

Lillian W. Lamoreaux, :

Plaintiff, :

vs. : DECREE

Oral Lamoreaux, :

Defendant. :

The above entitled matter came on regularly for hearing before the above entitled Court, with the plaintiff appearing in person and with her Attorney, Ben Johnson; and it appearing to the Court that the said Defendant has filed an Acceptance of Service, Appearance and Waiver of the statutory time for answering, and a refusal to plead, whereupon, default was duly entered, against said defendant.

It appearing to the said Court from the testimony introduced that the allegations of plaintiff's Complaint are true and after the presentation and hearing of the evidence and the issues in said matter being fully considered by the said Court, and the Court being advised in the law and the premises, and upon Motion of plaintiff's Attorney, said Court entered it's Judgment and Decree as follows:

IT IS HEREBY ORDERED ADJUDGED, and DECREED that the bonds and obligations of matrimony now existing between the plaintiff, Lillian W. Lamoreaux, and the defendant, Oral Lamoreaux, be, and the same are hereby dissolved by an absolute DECREE of Divorce, and that her maiden name, Lillian Weaver, be restored.

It is so ordered this 27th day of October, 1949.

O. E. Clemens
District Judge.

STATE OF IDAHO,
County of Franklin--ss.

I, C. L. Swenson; Clerk of the DistrictCourt of the Fifth Judicial District in and for Franklin County, State of Idaho, hereby certify that the foregoing divorce decree is a true and correct copy of the original that appears on file in my office in Preston, Idaho.

Witness my hand and seal of said County this 29th day of October, 1949.

C. L. Swenson: Clerk of the District Court

By Bonnie Barrington Deputy.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR FRANKLIN COUNTY.

Jean C. Randall, :

Plaintiff, :

vs. : DECREE

Max G. Randall, :

Defendant. :

The above entitled matter came on regularly for hearing before said court, with the plaintiff appearing in person with her attorney, Ben Johnson, and the defendant having entered his appearance refused to plead further and consented that default be entered. It appearing to the court that the said time for answering having expired default was duly entered against the defendant.

After the presentation and hearing of the evidence the court finds that the allegations of plaintiffs complaint are true and that she is entitled to a Decree as prayed for therein.

Upon motion of plaintiffs attorney judgment and decree was entered as follows:

IT IS HEREBY ORDERED, AJUDGED, and DECREED that the bonds and obligations of matrimony existing between the plaintiff, Jean C. Randall, and the defendant, Max G. Randall, be and the same are hereby absolutly dissolved.

(2) That the custody of Kayren Randall, age six, is hereby awarded to Jean C. Randall; that the custody of Clair Randall, age ten, is hereby awarded to the custody of Max G. Randall. It is further ordered that each of the parties are hereby given the right to visit freely at all times with said children.

(3) That the said defendant is to pay the sum of $25.00 per month to the plaintiff for the support of Kayren Randall.

(4) It is hereby ordered that the said Property Settlement, be, and the same is hereby allowed and approved and that a copy of said Property Settlement Agreement be filed in said records, and is made a part of this Decree be reference; that the property rights of said parties is hereby decreed in accordance with said property settlement agreement as follows, to-wit:

(1) That the Randall Cafe will continue to operate until sold as their joint property and that each of them shall share equally in the expense and income, and in the proceeds of sale.

(2) That said parties own a $1,600.00 equity in a home known as the Old Stevens Home, and it is agreed that when said home is sold that the equity will be divided equally between them, and that the rental from said home until sold is also to be divided equally. It is further agreed that Jean C. Randall is to keep the apartment and use thereof, until the Randall Cafe is sold; it is also agreed that she is to receive all of the furniture as her sole and seperate property.

(3) It is also further agreed that they own pigs valued at $900.00, and that Max G. Randall is to sell the pigs and is to pay to Jean C. Randall her one half interest in the pigs in the amount of $450.00.

(4) It is further agreed that Max G. Randall is to receive the automobile which has an agreed value of $1,600.00, but that he is to pay to Jean C. Randall a sum of $800.00. That he is also topay her $35.00 additional.

(5) It is specifically agreed that so long as the Randall Cafe property is operated that each of the parties to this agreement is to receive the sum of $25.00 per week; that strict accounts are to be kept of said cafe business.

(6) It is further agreed that in the event a decree of divorce is granted to the plaintiff that this property settlement agreement is to be submitted to the court's approval and incorporated in said Decree of Divorce.

(7) That said parties mutually request said court to approve said property settlement.

It is so ordered this 21st day of October, 1949.

L. E. Glennon
District Judge

STATE OF IDAHO,
County of Franklin--ss.

I, C. L. Swenson; Clerk of the District Court of the Fifth Judicial District in and for Franklin County, State of Idaho, hereby certify that the foregoing Divorce Decree of Jean C. Randall vs. Max G. Randall is a true and correct copy of the original that appears on file in my office in Preston, Idaho.

Witness my hand and seal of said County this 19th day of November, 1949.

C. L. Swenson; Clerk of Dist. Court

By Bennie Barrington Deputy

(COPY)

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM

Elizabeth Delaney,

Plaintiff,

vs.

Marion Delaney,

Defendant.

DECREE OF DIVORCE

F I L E D
Sep 27, 1949
Lillian M. Campbell,
Clerk

This cause came on regularly to be heard by the court on the 27th day of September, 1949, the plaintiff appearing with her attorney, J. P. Reed, and the defendant making no appearance. And it appearing to the court that the defendant in this action was duly and regularly served with summons herein and that he failed to appear herein and plead to the complaint of the plaintiff, and his time for pleading having expired, the default of the defendant was duly and regularly entered herein, after it was duly shown to the court that a due affidavit of military status was filed herein showing that the defendant is not in the military service of the United States of America, thereupon the court heard the testimony of the plaintiff in support of her complaint in this action, and also heard testimony in corroboration of plaintiff's testimony; and from the evidence adduced the court now finds that all the allegations of the complaint of the plaintiff are true, and that plaintiff is entitled to the relief prayed for in said complaint. Therefore, pursuant to the law and the evidence, the court now renders judgment in this action as follows, to-wit:

It is hereby ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between plaintiff, Elizabeth Delaney, and defendant, Marion Delaney, be, and the same are, hereby absolutely dissolved; and plaintiff and defendant are hereby restored to their former status as unmarried persons.

It is hereby further ordered, adjudged and decreed by the court that plaintiff's maiden name of Elizabeth Hunt be, and the same is, hereby restored to plaintiff; and that plaintiff may hereafter assume and use the name, Elizabeth Hunt, as her true and lawful name.

Done in open court at Emmett, in Gem County, Idaho, this 27th day of September, 1949.

Thomas E. Buckner,

District Judge.

STATE OF IDAHO,)
) SS.
COUNTY OF GEM.)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a full, true and correct copy of the Decree of Divorce filed in my office on September 27th, 1949, and being a part of the files in the case of Elizabeth Delaney vs. Marion Delaney, and recorded on page 566 of Book C of Judgment Records of Gem County, Idaho. (Case No. 2136)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of September, 1949.

Lillian M. Campbell

Clerk of the District Court
Gem County, Idaho

7699

FILED

____O'CLOCK____

OCT 17 1949

Lillian M. Campbell Clerk

Deputy

(COPY)

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM.

THELMA JEAN MILLER,

Plaintiff,

-vs-

HOWARD L. MILLER,

Defendant.

D E C R E E.

Leave of the Court having first been granted, this matter came on to be heard before the Court at Payette, Idaho, on this 17th day of October, 1949, the plaintiff appearing in person, and by her attorney, C. H. Higer, and the defendant, having failed to answer, plead, or demur in said action, made no appearance; thereupon, the Court entered defendant's default for failure to answer, plead, or demur to said complaint within the time allowed by law, which said default was based upon plaintiff's affidavit to the effect that the defendant was not in the military service of the United States of America; thereupon, the Court heard the sworn testimony of the plaintiff and her corroborating witness, and from it the Court finds that the defendant has inflicted upon the plaintiff extreme cruelty as alleged in plaintiffs' complaint. The Court further finds, as a result thereof, that the plaintiff is entitled to a decree of divorce from defendant on the grounds of extreme cruelty; and the Court further finds that the plaintiff is a fit and proper person to have the care, custody, and control of Steven Wayne Miller, the minor child of plaintiff and defendant; and the Court further finds that $40.00, is a reasonable sum to allow plaintiff for the support of said child during its minority.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED, and this does order, adjudge, and decree, that the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and they are, hereby dissolved, and plaintiff and defendant are absolutely divorced from one another; it is the further judgment of the Court that the care, custody, and control of Steven Wayne

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

Miller, the minor child of plaintiff and defendant, be, and the same is hereby awarded to the plaintiff until the further order of this Court with the right on the part of the defendant to visit said child at reasonable times and places; and it is the further order of this Court that the defendant pay to this plaintiff the sum of $40 00, per month for the support of said minor child, until the further order of this Court, or until said child reaches the age of 18 years.

DATED This 17th day of October, 1949.

Thomas C. Buckner
District Judge

(SEAL)

STATE OF IDAHO,)
) SS.
COUNTY OF GEM.)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a full, true and correct copy of the Decree filed in my office on October 17th, 1949, and being a part of the files in the case of Thelma Jean Miller vs. Howard L. Miller, and recorded on page 567 of Book C of Judgment Records of Gem County, Idaho. (Case No. 2124)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of October, 1949.

Lillian M. Campbell
Clerk of the District Court
Gem County, Idaho

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

ROSE P. MANNE,
Plaintiff,
-VS-
JACK MANNE,
Defendant.

D E C R E E.

This Cause coming on to be heard before the Court this 11 th day of October, 1949, the plaintiff being present in person and being represented by Everett B. Taylor, her attorney, the defendant being represented by Joseph McFadden his attorney, the following proceedings were had:

It appearing to the Court that a duly verified answer had been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agreed that the said action should be tried before the Court, without a jury, at this time, and that each of the said parties were ready for trial. The Court after hearing the testimony submitted for and on behalf of the plaintiff, which was duly corroborated, and the issue of the plaintiff's domicile having been contested, and both sides having rested; the Court having considered the law and the evidence, now finds that all material allegations of the complaint are true and correct; that plaintiff is, and for more than six weeks immediately prior to the filing of the complaint in this action has been a resident of Blaine County, State of Idaho, in which County she had her place of residence and domicile, and the Court having rendered its decision herein in writing, consisting of findings of fact and conclusions of law, which said decision is in favor of said plaintiff.

NOW, therefore, in accordance therewith, IT IS ORDERED, ADJUDGED, AND DECREED, that the marriage between the plaintiff Rose P. Manne, and the defendant Jack Manne, be dissolved and said parties and each of them is freed and released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the separation agreement between the parties dated the 22nd day of August, 1949, marked Plaintiff's Exhibit "A", on file in this Court, providing for a settlement of their property rights between the parties and of the claims of each of them against the other, be approved, confirmed and ratified by this Court, and the parties are each hereby ordered and directed to comply with the terms and provisions thereof on his or her part to be performed with the same force and effect as if such terms and provisions were set out in haec verba as a part hereof.

Done in Open Court at Gooding, Idaho, this 11th day of October, 1949.

D. W. Southworth
DISTRICT JUDGE.

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of ROSE P. MANNE vs JACK MANNE Case # 5086 now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 11th day of October A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By Dorothy Mackender
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

RELLA WOOD,

Plaintiff

-vs-

ADRIAN J. WOOD,

Defendant.

J U D G M E N T

The above matter came on regularly for trial before the above court sitting in chambers in Gooding, Idaho, this 12th day of October, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further, and the court finds that the defendant had been duly and regularly served with process in Gooding County, Idaho, and that he had failed to appear or plead to said complaint within the time fixed by law, and that the default of the defendant for his failure to so appear has been duly entered by the Clerk of the Court.

Whereupon, evidence duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of desertion and neglect as charged in the said complaint, and that the plaintiff is and for more than six weeks immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

WHEREFORE, IT IS ORDERED, ADJUDGED and DECREED That the bonds of matrimony heretofore and now existing between the plaintiff and the defendant are hereby absolutely dissolved and that each of said parties is hereby restored to the status of a single person and that the custody of the minor child of the plaintiff and defendant, to-wit, Sandra Ann Wood, be

and is hereby awarded to the plaintiff, and the property described in the complaint, to-wit:

> Lot Two (2) of Lot Two (2), Block Seven (7), Mike Simunich Subdivision of Scotts Fourth Subdivision, Ada County, State of Idaho, as more particularly set forth and described in the plat of the Mike Simunich subdivision, now of record in the office of the Recorder of Ada County, Idaho, together with all water rights and ditch rights appurtenant thereto or used in connection therewith.

is hereby awarded to the plaintiff as her sole and separate property.

GIVEN under my hand this 12th day of October, 1949.

/s/ D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Rella Wood -vs- Adrian J. Wood

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 12th day of October A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

OPAL RUSSELL,

Plaintiff,

vs.

WILLIAM RUSSELL,

Defendant.

Copy

DECREE OF DIVORCE

THE ABOVE ENTITLED ACTION came on regularly for hearing before the court at Gooding, Idaho on the 12 day of October, 1949; the plaintiff appearing in person and with her witness and her attorney; the defendant neither appearing in person nor otherwise at all,

IT APPEARING TO THE satisfaction of the court that due and legal service of summons and complaint has been had and made for the time and in the manner provided by law and that the defendant William Russell has made no appearance herein in form or manner as required by law, within the time limited for such appearance, and the default of said defendant in the premises has been duly and regularly entered,

NOW UPON the application of the plaintiff, the court proceeds to reception of testimony on the plaintiff's behalf and being fully advised, express findings of fact and conclusions of law being waived, the court finds the plaintiff entitled to a decree of divorce and the award of the custody of the minor child, Marshall Russell.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the plaintiff Opal Russell and the defendant William Russell be and they are absolutely divorced and restored to the status of single persons.

2. That the plaintiff Opal Russell have and she is awarded the permanent care, custody and keeping of the minor child, Marshall Russell, subject to reasonable rights of visitation of the said child at the home of the plaintiff, by the said defendant.

RENDERED, DATED AND ENTERED, this 12 day of October, 1949.

D. A. Sutphen
District Judge

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Opal Russell -vs- William Russell

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 12th day of October A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7703

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF GOODING.

Verna Matthews,

Plaintiff,

vs

DECREE OF DIVORCE.

Ray Eldridge Matthews,

Defendant.

This cause coming on regularly for trial before D. H. Sutphen, Judge of the above court at Gooding, Idaho this 12TH day of October, 1949 and the trial thereof having been had and the court having heard all the testimony and evidence introduced and being fully advised in the premises finds that the defendant is guilty of extreme cruelty toward the plaintiff as charged in the complaint.

NOW THEREFORE it is hereby Ordered, Adjudged and Decreed that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby permanently dissolved and said parties are and each of them is forever freed therefrom. The plaintiff's maiden name of Verna Prince is hereby restored to her.

Given under my hand at Gooding, Idaho, this 12TH day of October, 1949.

D. H. SUTPHEN

DISTRICT JUDGE.

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Verna Matthews -vs- Ray Eldridge Matthews

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 12th day of October A. D. 1949

Bert Bowler

Clerk Ex Officio Auditor and Recorder

By .....

Deputy

7704

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF GOODING.

Fred Goslow,

Plaintiff,

vs

DECREE OF DIVORCE

Myrtle Goslow,

Defendant.

This cause coming on regularly for hearing before D. H. Sutphen, Judge of the above Court at Gooding, Idaho and the trial thereof being had and the court having heard all of the testimony and evidence introduced and being fully advised in the premises finds that the defendant is guilty of extreme cruelty toward the plaintiff and that a divorce should be granted to the plaintiff from the defendant. That on or about the 7th day of July, 1948 the defendant deserted and abandoned the plaintiff.

NOW THEREFORE it is hereby Ordered, Adjudged and Decreed that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby permanently dissolved

Dated at Gooding, Idaho this 13TH day of October, 1949.

D. H. SUTPHEN

DISTRICT JUDGE.

STATE OF IDAHO } ss.
County of Gooding }

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Fred Goslow -vs- Myrtle Goslow

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 13th day of October A. D. 1949

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * *

JAMES J. LAWLER,
Plaintiff,
vs.
RUTH LAWLER,
Defendant.

D E C R E E

* * * * * * *

THIS CAUSE, Having been brought on to be heard this 15TH day of October, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Norwalk, Fairfield County, Connecticut, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Ruth Lawler, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, James J. Lawler, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided

does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

DATED At Gooding, Idaho, this 15TH day of October, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of James J. Lawler -vs- Ruth Lawler

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 15th day of October A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7706

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

ELTIE FRENCH,
Plaintiff,
-vs-
EDWARD C. FRENCH,
Defendant.

J U D G M E N T

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho, this 15th day of October, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further, and the court finds that the defendant had been duly and regularly served with process and that he has failed to appear or plead to said complaint within the time fixed by law, and that the default of the defendant for his failure to so appear has been duly entered by the Clerk of the Court.

Whereupon, evidence duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of neglect and non-support as charged in the said complaint, and that the plaintiff is and for more than six weeks immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff and the defendant are hereby absolutely dissolved and that each of said parties is hereby restored to the status of a single person, and the defendant is hereby

directed and ordered to pay to the plaintiff for her support the sum of $25.00 per month, the first payment to be made on the 15TH day of October, 1949.

Given under my hand this 15th day of October, 1949.

/s/ D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Eltie French -vs- Edward C. French

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 15th day of October A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

LOUISE HAIR,

Plaintiff,

-vs-

EDWARD HAIR,

Defendant.

J U D G M E N T

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho this ~~20~~ 19th day of ~~September~~ OCTOBER, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process, and that he failed to answer within the time given by law, and that the default of the defendant for his failure to appear has been duly entered by the Clerk of the Court.

Whereupon, evidence, duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in the complaint, and that the plaintiff is and for several years last past and immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

IT IS HEREBY ORDERED, ADJUDGED and DECREED That the bonds of matrimony heretofore existing between the plaintiff and defendant be and the same are hereby dissolved, and each of said parties is hereby restored to the status of a single person, and that the agreement entered into between the plaintiff and defendant on the 19th day of August, 1949, one copy of which was admitted as plaintiff's Exhibit "A" in the case, is hereby approved and

confirmed by the court, and that the plaintiff's maiden name, to-wit, Louise Holley, be and the same is hereby restored to her.

GIVEN UNDER MY HAND this 19 ~~20~~th day of ~~September~~ OCTOBER, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Louise Hair -vs- Edward Hair

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 19th day of October A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

RICHARD L. DeSHAZER,
Plaintiff,
vs.
MAXINE DeSHAZER,
Defendant.

JUDGMENT

The above entitled matter coming regularly to be heard on the 21st Day of October, 1949, the Plaintiff appearing in person and by Frank Davison of Davison and Davison, his attorney, and the Defendant appearing by her attorney, Charles S. Stout, the Court heard the evidence in support of Plaintiff's Complaint and the Defendant refused to enter testimony on her behalf. The Court having considered the evidence and proof submitted, made its findings of fact and conclusions of law, wherefrom it appears that the allegations of Plaintiff's Complaint are true and that the Defendant has willfully and without cause abandoned and deserted Plaintiff, and that Plaintiff is entitled to the relief sought by his Complaint.

WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED, That the bonds of matrimony heretofore existing between plaintiff and defendant be dissolved and held for naught.

Dated October 27th, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Richard L. DeShazer -vs- Maxine DeShazer

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 27th day of October A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

CLEO LOUISE BIDWELL,
Plaintiff,

vs.

PAUL BIDWELL,
Defendant.

DECREE OF DIVORCE

This case came on regularly for hearing before the Honorable D. H. Sutphen, in the above-entitled court at Gooding, Idaho, on the 21st day of October, 1949. Plaintiff appeared in person and by her attorney, Claude Marcus, of Boise, Idaho.

Defendant did not appear, and upon proper showing of service the default of Defendant was ordered entered.

Whereupon, testimony was introduced in behalf of Plaintiff, and no testimony was submitted on behalf of Defendant. The Court being fully advised in the premises, both as to the law and the facts, finds as follows:

I

That Plaintiff is now and had been for more than six full weeks preceding the filing of this action, a bona fide resident of the State of Idaho.

II

That the Defendant, Paul Bidwell, is not now in the

military service of the United States or of any ally in any capacity whatsoever.

III

That Plaintiff is a fit and proper person to have the care, custody, and control of the minor children of the marriage of Plaintiff and Defendant, whose names are:

Pauline Louise Bidwell, age 3; and
John Paul Bidwell, age 1.

IV

That the separation and property division agreement, a copy of which is marked Exhibit A, filed and introduced herein, is just and equitable and should be approved.

V

That the proof of Plaintiff, free from legal objection, fully establishes the allegations of her complaint as true, and by reason thereof, Plaintiff is entitled to a decree of divorce from Defendant on the ground of extreme cruelty.

NOW THEREFORE, pursuant to the above findings, the court DOES HEREBY ORDER, ADJUDGE, AND DECREE AS FOLLOWS:

I

That Plaintiff, Cleo Louis Bidwell, is entitled to, and she is hereby entitled to, a full and absolute decree of divorce from Paul Bidwell upon the ground of extreme cruelty, and the bonds of matrimony existing between Plaintiff and Defendant are hereby dissolved, and they are restored to the status of single persons.

II

That Plaintiff, Cleo Louise Bidwell, is hereby given the care, custody, and control of the minor children of the parties to this action, namely:

Pualine Louise Bidwell and John Paul Bidwell,

subject to the right of Defendant to visit said children at reasonable times, and to have said children visit him for short periods of time provided that the Defendant has a suitable home to which said children may be taken, and pays the transportation of said child or children to his place of residence and also pays the transportation for said child or children back to the place of residence of Plaintiff at the end of such visit.

III

The court does hereby order and by this decree distributes to the Plaintiff as her sole and separate property, the following described real property at Boise, Ada County, State of Idaho, to-wit:

Lots Ten (10) and Eleven (11), in Block One (1), Vaughan's Addition to Boise City, Ada County, Idaho,

Together with the appurtenances thereon and the rents, issues, and profits therefrom, and

Together with all of the furniture and household effects of the Plaintiff and Defendant, the major items of which are as follows:

1 Koolerator Refrigerator
1 Bedroom Set in bedroom
Bunk beds and dresser in another bedroom
1 Hotpoint Electric Range
Kitchen table and chairs
1 Dining Room Suite (table and chairs and buffet)
1 Desk
1 Sparks Oil Burner
1 Daveno
2 Chairs in living room
1 Overstuffed chair
1 Mirror over mantile
1 Radio

Miscellaneous tables and lamps
1 Hot Water Heater
1 Washing Machine
Rugs in both dining room and living room

The said Plaintiff to assume any contract unpaid balance on the purchase price of said real or personal property.

IV

It is further ordered, adjudged, and decreed that the Defendant should pay to the Plaintiff the sum of Thirty ($30.00) Dollars per month for the support and maintenance of each of the above-named minor children until said child reaches his or her majority, said monthly payment to be made by the Defendant to Plaintiff on or before the 10th day of each and every month hereafter.

V

It is further ordered, adjudged, and decreed that the Defendant shall assume and pay all of the community debts and obligations incurred by the Plaintiff or Defendant prior to the 20th day of August, 1949, including doctor, hospital medical, and nursing bills incurred for the care of the Plaintiff prior to that date.

VI

It is further ordered and decreed that all provisions of the separation and property division agreement, entered into between these parties on August 20, 1949, not specifically herein above decreed, are hereby approved and affirmed.

Dated and signed this 21st day of October, 1949.

_____
District Judge

CERTIFICATE

STATE OF IDAHO)
) ss
County of Gooding)

I, BERT BOWLER, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above-entitled action and remaining now on file in my office at Gooding, Gooding County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of October, 1949.

Bert Bowler
Clerk

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

****

ANTONIE KELLEY,
PLAINTIFF

VS

JOHN L. KELLEY, JR.,
DEFENDANT

DECREE OF DIVORCE

****

This matter coming on regularly to be heard before the Judge of the above entitled Court, plaintiff appearing by her attorneys Gigray & Boyd, Caldwell, Idaho, and the defendant, having been duly and regularly served in the manner provided by law, and having failed to enter an appearance therein within the period of twenty days, as provided by law, and his default having been entered therefor, testimony was introduced on behalf of the plaintiff;

It appearing therefrom that the plaintiff is entitled to the relief prayed for in her complaint, and she have and that there be awarded her a DECREE of DIVORCE on the grounds of cruelty as prayed in said complaint;

IT IS HEREBY ORDERED, ADJUDGED andDECREED that the bonds of matrimony now existing between the plaintiff and the defendant be, and they hereby are, dissolved and the parties are restored to the status of single, unmarried persons;

and

IT IS HEREBY FURTHER ORDERED, ADJUDGED and DECREED that the care, control, custody and possession of the minor children of the parties hereto be, and it is hereby awarded the plaintiff, Antonie Kelley, said minor children being

Michael Steven Kelley, aged six years, and

Karen Kelley, aged five years,

with the right of reasonable and seasonable visitation granted to the defendant.

Done in open Court this 21th day of October 1949.

D. H. SUTPHEN
DISTRICT JUDGE

GIGRAY & BOYD
ATTORNEYS AT LAW
CALDWELL, IDAHO

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Antonie Kelley -vs- John L. Kelley

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 21st day of October A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7711

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * * * *

FRANCES L. JONES,
Plaintiff,
vs.
RAY JONES,
Defendant.

D E C R E E

* * * * * * * * *

THIS CAUSE, Having been brought on to be heard this 24TH day of October, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Boise, Ada County, Idaho, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Ray Jones, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Frances L. Jones, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of Donald Saxton Jones, Rose Marie Jones and Harold Raymond Jones, the minor children of plaintiff and defendant be awarded to the plaintiff herein and that the said defendant may have the privilege to visit the said minor children at all reasonable and proper times and places while said minor children are under the care, custody and control of the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the property settlement agreement entered into between the plaintiff and defendant is hereby ratified, approved and confirmed.

DATED At Gooding, Idaho, this 24TH day of October, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Frances L. Jones -vs- Ray Jones

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book.....at page.....

In Testimony Whereof, I have set my hand and affixed my official seal this 24th day of October A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7712

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * *

FRANK DICKSON,	)	
Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
LEITA DICKSON,	)	
Defendant.	)	

* * * * *

The above-entitled Matter came on for hearing this 24th day of October, 1949 before the above-entitled court, the Honorable D. H. Sutphen, presiding; the plaintiff appearing in person and by his attorney, John A. Carver, Jr., of Boise, Idaho, and the defendant appearing by her attorney, Pete . Leguineche of Boise, Idaho; witnesses were sworn and testimony taken and evidence adduced, whereby it appeared to the satisfaction of the court that the allegations contained in the plaintiff's complaint are true and supported by competent and legal evidence; now therefore, in consideration of the premises,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, and this does order, that the bonds of matrimony heretofore and now existing between the plaintiff and the defendant be dissolved, set aside and declared for naught and that the plaintiff be granted a divorce of and from the defendant.

DATED this 24th day of October, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Frank Dickson -vs- Leita Dickson

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 24th day of October A. D. 1949

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * *

LYMAN W. JACOBSON,

Plaintiff,

-vs-

SARAH H. JACOBSON,

Defendant.

DECREE

* * *

The above entitled cause came on regularly to be heard and tried before the Court, sitting without a Jury, at Gooding, in the County of Gooding, State of Idaho, upon the 27th day of October, 1949, the plaintiff appearing in person and by his attorney, Perce Hall, and the defendant appearing not, neither in person, by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant Sarah H. Jacobson had been duly and regularly served with summons in this action in the manner provided by law and that said defendant had failed to appear and answer, demur or otherwise plead to the plaintiff's complaint within the time allowed by law and the default of said defendant having been duly entered according to law and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of his complaint and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's complaint in favor of the plaintiff and against the defendant and upon the first

cause of action set out in plaintiff's complaint the Court finds that the defendant has been guilty of wilfull desertion of the plaintiff and upon the second cause of action set out in plaintiff's complaint the court finds that the defendant has been guilty of extreme cruelty towards the plaintiff, and that by reason thereof the plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the plaintiff and the defendant dissolved;

And the Court further finds that upon the 20th day of September, 1949, the plaintiff and the defendant made and entered into one certain agreement in writing, in words and figures as follows:

THIS AGREEMENT, Made and entered into this 20th day of September, 1949, by and between SARAH H. JACOBSON, hereinafter designated as the first party, and LYMAN W. JACOBSON, hereinafter designated as the second party, WITNESSETH:

WHEREAS, The parties hereto are husband and wife and because of certain differences and disagreements which have arisen between them, they are now living separate and apart from each other, And,

WHEREAS, The parties hereto desire to settle and adjust certain of the differences existing between them in connection with the custody of their minor children and the division of their community property, NOW, THEREFORE;

IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto as follows:

1. That their community property shall be divided between them in the following manner, to-wit:

a. That the first party shall have and the second party hereby conveys to her, to have and to hold the same as her sole and separate property and not in any respect as community property, all household furniture, fixtures and equipment belonging to the parties hereto, a portion of which is still encumbered by Conditional Sale Contracts, and the second party hereby assumes and agrees to pay the balance due for said property at the time the same becomes due and payable, it being the intention of the parties hereto that the first party shall have said property free and clear of all liens and encumbrances. The first party shall have and the second party hereby conveys to her, to have and to hold the same as her sole and separate property and not in any respect as community property, all personal clothing and effects of the first party and all other personal property now in her possession.

b. That the second party shall have and the first party hereby conveys to him, to have and to hold the same as his sole and separate property and not in any respect as community property, all personal clothing, effects and all other personal property now in the possession of the second party.

2. It is understood and agreed that the care, custody and control of DeLoy L. Jacobson, age 15 years, and Parcia Lee Jacobson, age 11 years, minor children of the parties hereto, shall be and the same are hereby awarded to the first party, and that, commencing on or before the 5th day of October, 1949, the second party shall pay to the first party towards the support, maintenance and education of said minor children the sum of $50.00, and shall make a like payment of $50.00 each month thereafter, on or before the 5th day of each and every month, for said purposes, and shall continue to make said monthly payments until the said Parcia Lee Jacobson attains the age of majority. The second party shall have and he is hereby granted the right to visit both of said minor children at all reasonable and proper times and to have said minor children visit him at all reasonable and proper times. Neither of the parties to this agreement shall do or say anything intended or calculated to alienate the affection of either of said minor children from the other party.

3. All property hereafter acquired by either of the parties to this agreement, whether acquired by accumulation, investment or from his or her own labor or in any other way, shall be the sole and separate property of the party acquiring the same, free and clear from all claims, interest or control whatsoever of the other party.

4. It is understood and agreed that this agreement is made with the intention and for the purpose of settling forever all of the property rights existing between the parties hereto in regard to all of their property, whether community or separate, and it is agreed that neither of them will make any claim upon the other of any kind or nature whatsoever dependent upon or growing out of their marriage relationship, other than to enforce the terms of this contract. All property belonging to either of the parties hereto, or conveyed to either of them hereunder, may be disposed of by such party by will or deed or any other proper conveyance, free and clear of all claim of the other party. Each of the parties hereto hereby releases the other from all claims, debts and demands of every kind, name or nature whatsoever, except as specifically provided in this agreement, and this agreement is and shall be construed as a full and complete determination and final settlement of all property rights existing between the parties hereto.

5. In the event either of the parties hereto hereafter applies for a divorce, this agreement may be incorporated into and become a part of any decree of divorce which may be entered by the court having jurisdiction.

IN WITNESS WHEREOF, The said parties have hereunto set their hands the day and year in this agreement first above written.

/S/ SARAH H. JACOBSON
FIRST PARTY

/S/ LYMAN W. JACOBSON
SECOND PARTY

STATE OF IDAHO,)
COUNTY OF BANNOCK.) ss.

On this 26 day of September, in the year 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared SARAH H. JACOBSON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)

/s/ J. B. Blackhurst
Notary Public for Idaho,
Residing at Pocatello, Idaho.

STATE OF IDAHO,)
COUNTY OF ELMORE.) ss.

On this 23rd day of September, in the year 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared LYMAN W. JACOBSON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

/s/ Perce Hall
Notary Public for Idaho,
Residing at Mountain Home, Idaho.

(seal)

The Court concludes as a matter of law that said agreement should be confirmed and approved and incorporated in this Decree, NOW, THEREFORE;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff Lyman W. Jacobson and the defendant Sarah H. Jacobson be and the same are hereby dissolved and that the plaintiff be and he is hereby divorced from said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the division of property, as specified in the foregoing Agreement, be and the same is hereby confirmed and approved and the property described in said Agreement is hereby awarded to the respective party entitled

thereto under said Agreement, hereafter to be held by such party as his or her separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant Sarah H. Jacobson be and she is hereby granted the care, custody and control of DeLoy L. Jacobson and Parcia Lee Jacobson, minor children of the plaintiff and the defendant, and that in accordance with the terms of said agreement the plaintiff shall pay to the defendant towards the support and maintenance of said minor children the sum of $50.00 per month on or before the 5th day of each and every month hereafter, and that the defendant shall continue to make such monthly payment until the said Parcia Lee Jacobson attains the age of majority, at which time said payments shall cease.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff shall have and he is hereby granted the right to visit both of said minor childrenat all reasonable and proper times and to have said minor children visit him at all reasonable and proper times.

Done in open Court at Gooding, in the County of Gooding, State of Idaho, this 27th day of October, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF GOODING.)

I, Bert Bowler, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 27TH day of October, 1949.

Bert Bowler
Clerk of the District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

RUBY PENNEY TAYLOR, Plaintiff, -vs- KENNETH BOWDITCH TAYLOR, JR., Defendant.	DECREE OF DIVORCE

The above entitled cause came on for hearing before the court in the County Court House at Gooding, in the County of Gooding, State of Idaho, on the 28th day of October, 1949, the plaintiff appearing in person and by Edith I. Miller, the attorney of record for the plaintiff, and the defendant not appearing either in person or by attorney;

Upon said hearing it appearing to the satisfaction of the court from the records, files and proceedings in the above entitled action that the defendant herein, Kenneth Bowditch Taylor, Jr., was duly and regularly served with process in the manner required by law, and the defendant having failed otherwise to appear and having failed to answer, demur or otherwise plead to the complaint of the plaintiff herein, and the time for so answering, demurring or otherwise pleading to said complaint having expired; and it satisfactorily appearing to the court from the affidavit filed by the said plaintiff that the said defendant is not in the military service of the United States of America in

any capacity whatsoever, and the default of said defendant, Kenneth Bowditch Taylor, Jr., for his failure to otherwise appear and to answer, demur or otherwise plead to said complaint having been duly entered according to law, the court heard the testimony introduced in behalf of Ruby Penney Taylor and in support of her complaint, and the cause was thereupon submitted to the court for its decision, and the court having duly considered the law and the evidence and being fully advised in the premises and it appearing therefrom, the court finds on the issues in the cause in the favor of the plaintiff and against the defendant, and that by reason thereof the said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the plaintiff and defendant dissolved, and to be divorced from the defendant;

The court further finds that the plaintiff is now, and for a period of more than six weeks next immediately preceding the commencement of this action has been, an actual and bona fide resident of the State of Idaho;

The court further finds that there has been born as the issue of said marriage one minor child, to wit, a boy, Kenneth Bowditch Taylor, III, whose birth date was the 27th day of January, 1946, and that plaintiff is the fit and proper person to have the care, custody and control of said minor child;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage between the plaintiff, Ruby Penney Taylor, and the defendant, Kenneth Bowditch Taylor, Jr., be, and the same hereby is, dissolved, and the said plaintiff be, and she hereby is, divorced from the defendant,

and each the said plaintiff and the said defendant is hereby restored to the status of a single person;

DONE in open court this 28th day of October, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Ruby Penney Taylor -vs- Kenneth Bowdotch Taylor

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 28th day of October A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

MABEL G. BARK,
Plaintiff,
-vs-
FRANCIS H. BARK,
Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED CAUSE Came on to be heard and tried before the above entitled Court in the Courthouse at Gooding, County of Gooding, State of Idaho, on the 28th day of October, 1949, the plaintiff, Mabel G. Bark, appearing in person and by her attorney, Mary B. Edwards, and the defendant not appearing either in person or by attorney;

AND, UPON SAID HEARING, It satisfactorily appearing to the Court from the records, files and proceedings in the above entitled action that the defendant herein, Francis H. Bark, was personally and duly served with summons herein, attached to a copy of the complaint referred to in said summons and on file in this cause, and the defendant in writing having acknowledged service of process and entered his general appearance, and admitted that he is not in the military service of the United States, and having refused to plead further and authorized the entry of default against him for his failure and refusal to plead further, and that the plaintiff by affidavit showed the necessity therefor and moved that the Court waive the twenty-day period for the defendant to plead, enter the default of the defendant, and set the matter down for hearing and permit plaintiff to enter proof on October 28,

1949, and that the above entitled court, upon order duly made and entered, so ordered, and the defendant having failed to further appear and having failedto answer, demur or otherwise plead to the complaint of the plaintiff herein;

AND, IT APPEARING TO THE COURT From the general appearance entered by the defendant that he is not in the military service of the United States, and the default of the defendant, Francis H. Bark, having been duly entered, The Court heard the testimony introduced in behalf of the plaintiff, Mabel G. Bark, and in support of her said complaint; and the cause having thereupon been submitted, and upon consideration of the said testimony, the Court finds upon the cause of action of the plaintiff the issues in favor of said plaintiff and against the said defendant, and finds that the said defendant has been guilty of extreme cruelty towards the plaintiff, and that by reason thereof said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between plaintiff and defendant dissolved and to be divorced from said defendant;

THE COURT FURTHER FINDS That the said plaintiff has been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of the above entitled action;

THE COURT FURTHER FINDS That there are no children living as the issue of said marriage;

THE COURT FURTHER FINDS That under date of August 8, 1949, the plaintiff and defendant made and entered into a Property Settlement Agreement, which said agreement is hereafter in this Decree set forth, and the Court finds said agreement in all respects just and equitable and that the same should be approved and confirmed by this Court;

THE COURT FURTHER FINDS That the maiden name of the plaintiff

and the name by which she was known prior to her said marriage to defendant, was Mabel G. Shade;

THE COURT FURTHER FINDS That the defendant carries insurance on his life, evidenced by Policy No. 4070677, in The Northwestern Mutual Life Insurance Company, of Milwaukee, Wisconsin;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and the same hereby are, dissolved, and that the said plaintiff, Mabel G. Bark, be, and she hereby is, divorced from the said defendant, Francis H. Bark, and each the said plaintiff and the said defendant is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said Property Settlement Agreement by and between the plaintiff and defendant entered into as aforesaid, in words and figures as follows, to wit:

"PROPERTY SETTLEMENT AGREEMENT"

Between

MABEL G. BARK,
of Boise, Idaho, Wife,

-and-

FRANCIS H. BARK,
of Boise, Idaho,
Husband.

"THIS AGREEMENT, Made and entered into this 8th day of August, 1949, by and between MABEL G. BARK, party of the first part, hereinafter referred to as the Wife, and FRANCIS H. BARK, party of the second part, hereinafter referred to as the Husband, both of Boise, Ada County, Idaho,

W I T N E S S E T H :

"THAT, WHEREAS, The parties hereto were married each to the other on or about the 16th day of January, 1945, at Wynoote, in the County of Montgomery, State of Pennsylvania, and ever since have been and now are husband and wife; and,

"WHEREAS, In consequence of unhappy differences which have arisen and do now exist between the said Wife and Husband, the parties have separated and now are living separate and apart; and,

"WHEREAS, The said parties are desirous of making a full and complete settlement of all property interests between them; and,

"WHEREAS, The said parties have acquired by their joint efforts and as their community property the following described real and personal property, to wit:

"One 1948 Pontiac Sedan Coupe, Model C6PA, Motor No. C6PA4134, upon which there is still due, owing and payable to G.M.A.C., at the rate of $100.52 on the 6th of each month, the sum of $904.68;

"Unimproved lots situate in Ada County, Idaho, more particularly described as Lots 35 and 36, Block 2, Eagleson Subdivision, as the same are numbered and designated on the official plat of said Subdivision on file in the office of the County Recorder of Ada County, Idaho, upon which said property there is still due, owing and payable to Helen Eagleson, of Boise, Idaho, at the rate of $10.00 on the 15th day of each month, the sum of $141.67;

"A residence home situate in Ada County, Idaho, more particularly described as Lots 1, 2, 3 and 4, Block 18, Eagleson Park Addition, as the same are numbered and designated on the official plat of said Addition on file in the office of the County Recorder of Ada County, Idaho; upon which residence property there is still due, owing and payable to I. B. Joplin of Boise, Idaho, at the rate of $30.00 on the first day of each month, the sum of $1941.38;

"Household furniture and effects situate in the said residence property at Boise, Ada County, Idaho, as follows:

"One eight cubic foot Servel gas refrigerator;
"One Magic Chef gas range;
"One G.E. automatic washing machine;
"One bedroom suite;
"One living room suite;
"Radio;
"Miscellaneous fishing and sporting goods and equipment;
"Miscellaneous household and yard equipment and furnishings;
"Electrical and other shop tools and equipment;

"AND, WHEREAS, The said Wife owns as her sole and separate property certain household equipment and furnishings consisting of one antique Cherry library table, one antique desk, silver, china, linens, jewelry, books, and other miscellaneous furnishings, to which the Husband makes no claim of interest;

"NOW, THEREFORE, In consideration of the premises and of the mutual promises, agreements and covenants herein contained, IT IS HEREBY COVENANTED, PROMISED AND AGREED by each party hereto to and with the other party hereto, as follows:

"FIRST: That the Wife shall have and hold as her sole and separate property, together with the rents and profits thereof, free from any community interest of the Husband, all of the right title, interest and equity of the said Husband and Wife in and to the following described real property situate in the County of Ada, State of Idaho, to wit: Lots 1, 2, 3 and 4, Block 18, Eagleson Park Addition, as the same are numbered and designated on th

official plat of said Addition on file in the office of the County Recorder of Ada County, Idaho, subject to the debt and encumbrance thereon due I. B. Joplin in the sum of $1941.38, which debt the Wife assumes and agrees to pay; and all of the right, title, interest and equity of the said Husband and Wife in and to all of the household goods, furniture and effects hereinabove described and situate on the above described real property, with the exception of the said radio, the said fishing and sporting goods and equipment and the said electrical and other shop tools and equipment; and the said Husband does hereby forever release, relinquish, disclaim, waive, transfer, sell and quitclaim all of his right, title and interest in and to all of said described real and personal property, together with the rents and profits thereof, unto the said Wife, her heirs and assigns forever, as her sole and separate property and for her sole and separate use and benefit forever, free of any claims of the Husband as community property or otherwise.

"SECOND: That the Husband shall have and hold as his sole and separate property, together with the rents and profits thereof, free from any community interest of the Wife, all of the right, title, interest and equity of the said Husband and Wife in and to the following described real property situatein the County of Ada, State of Idaho, to wit: Lots 35 and 36, Block 2, Eagleson Subdivision, as the same are numbered and designated on the official plat of said Subdivision on file in the office of the County Recorder of Ada County, Idaho, subject to the debt and encumbrances thereon due Helen Eagleson in the sum of $141.67, which debt the Husband assumes and agrees to pay; and all of the right, title, interest and equity of the said Husband and Wife in and to the said 1948 Pontiac Sedan Coupe, Model C6PA, Motor No. C6PA4134, subject to the debt and encumbrance thereon due G.M.A.C. in the sum of $904,68, which debt the Husband assumes and agrees to pay; and all of the right, title and interest of the said Husband and Wife in and to the said radio, the said fishing and sporting goods and equipment, and the said electrical and other shop tools and equipment, hereinabove described and situate in the residence property above described; and the said Wife does hereby forever release, relinquish, disclaim, waive, transfer, sell and quitclaim all of her right, title and interest in and to all of said described real and personal property, together with the rents and profits thereof, unto the said Husband, his heirs and assigns forever, as his sole and separate property and for his sole and separate use and benefit forever, free of any claims of the Wife as community property or otherwise.

"THIRD: Each party also agrees, upon the request of the other, to execute, acknowledge and deliver any and all deeds or instruments of release or conveyances as may be necessary to fulfill and carry into effect the terms and conditions of this agreement.

"FOURTH: That all property hereafter acquired by either party shall be the sole and separate property of the party acquiring the same.

"FIFTH: That each party hereto is hereby release and absolved from any and all obligations and liabilities for the future acts and duties of the other, and that each of said parties hereby releases the other from any and all liabilities, debts or

obligations or any kind or character incurred by the other from and after this date, and from any and all claims and demands, including all claims of either party upon the other for support and maintenance as wife or husband or otherwise, it being understood that this instrument is intended to settle the rights of the parties hereto in all respects.

"SIXTH: Each party to this agreement hereby solemnly and specifically avers that the foregoing agreement has been entered into without undue influence or fraud or coercion or misrepresentation or for any cause except as herein specified.

"IN WITNESS WHEREOF, The parties hereto have hereunto set their hands, the day and year first above written.

/s/ MABEL G. BARK
Mabel G. Bark — Wife

/s/ FRANCIS H. BARK
Francis H. Bark — Husband

"STATE OF IDAHO)
County of Ada) ss.

"On this 8th day of August, 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared MABEL G. BARK, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

"IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

/s/ MARY B. EDWARDS
(SEAL) Notary Public for the State of Idaho
Residing at Boise, Idaho

"STATE OF IDAHO)
County of Ada) ss.

"On this 8th day of August, 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared FRANCIS H. BARK, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

"IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

/s/ MARY B. EDWARDS
(SEAL) Notary Public for the State of Idaho
Residing at Boise, Idaho."

be, and the same is hereby, approved and confirmed, and made a part of this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the maiden name of the plaintiff, and the name by which she was known prior to

her said marriage to defendant, to wit: Mabel G. Shade, be and the same hereby is restored to plaintiff.

IT IS FURTHER ADJUDGED, ORDERED AND DECREED That the defendant be, and he hereby is, awarded as his sole and separate property, free from any claim of the plaintiff as community property or otherwise, that certain policy of insurance on his life, Policy No. 4070677, in The Northwestern Mutual Life Insurance Company, of Milwaukee, Wisconsin, and the proceeds thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be, and she hereby is, awarded as her sole and separate property, free from any claim of the defendant as community property or otherwise, the residence property of the parties, being real property situate in the County of Ada, State of Idaho, more particularly described as follows, to wit:

> Lots 1, 2, 3 and 4, Block 18, Eagleson Park Addition, as the same are numbered and designated on the official plat of said Addition on file in the office of the County Recorder of Ada County, Idaho;

together with the rents and profits thereof, subject to the debt and encumbrance thereon due I. B. Joplin, as provided in said agreement hereinabove confirmed and approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant be, and he hereby is, awarded as his sole and separate property, free from any claim of the plaintiff as communityproperty or otherwise, unimproved lots situate in the County of Ada, State of Idaho, more particularly described as follows, to wit:

> Lots 35 and 36, Block 2, Eagleson Subdivision, as the same are numbered and designated on the official plat of said Subdivision on file in the office of the County Recorder of Ada County, Idaho;

together with the rents and profits thereof, subject to the debt

and encumbrance thereon due Helen Eagleson, as provided in said agreement hereinabove confirmed and approved.

DONE IN OPEN COURT, THIS 28th day of October, 1949.

DORAN H SUTPHEN
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO)
: ss.
County of Gooding)

I, BERT BOWLER, Clerk of the District Court of the Fourth Judicial District of the Stateof Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, State of Idaho, in the matter of MABEL G. BARK vs. FRANCIS H. BARK, and remaining now on file in my office at Gooding, Gooding County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 28th day of October, 1949.

Bert Bowler, Clerk
Dorothy Mackinder
Deputy Clerk

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

BONNIE JONES,

Plaintiff,

-vs-

HIRAM JONES,

Defendant

J U D G M E N T

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho this 29 day of OCTOBER, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process and that he had failed to answer within the time fixed by law, and that the default of the defendant for his failure to appear has been duly entered by the clerk of the court.

Whereupon, evidence duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in said Complaint, and that the plaintiff is and for several years last past and immediately prior to the filing of the Complaint herein has been an actual bona fide resident of the State of Idaho.

It further appeared to the satisfaction of the court that the parties to this action have heretofore entered into a written contract settling all property and other rights involved in this action, copy of which contract is attached hereto, and the court being fuly advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED That the bonds of matrimony heretofore existing between BONNIE JONES and HIRAM JONES be and the same hereby are dissolved, and each of said parties are hereby restored to the status of a single person; that the contract so entered into between the parties to this action, a copy of which is attached hereto, is hereby ratified and confirmed, and the property and property rights of the parties to this action are hereby awarded and decreed to the respective parties as in said contract specified; that the defendant be, and he is hereby ordered to pay to the plaintiff the total sum of $1200.00 in amounts equal to the payments received for rent on the real estate described in the attached contract, and the plaintiff is hereby given a lien upon the real estate described in the contract attached to secure the payment of the said $1200.00; and that the plaintiff's former name, to-wit, Bonnie Fager, be, and it is hereby restored to her.

Given under my hand this 29 day of OCTOBER 1949.

/s/ D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Bonnie Jones -vs- Hiram Jones

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 29th day of October A. D. 1949

Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT Made and entered into this 7th day of October, 1949, by and between BONNIE JONES, party of the first part, and HIRAM JONES, party of the second part, WITNESSETH THAT:

Whereas, the parties hereto are husband and wife, certain marital difficulties have arisen between them, they have separated and desire to make a property settlement agreement.

NOW, THEREFORE, It is hereby mutually Agreed as follows:

-1-

The party of the first part is to receive all of the household goods, household furniture and furnishings and personal property except the personal effects of the party of the second part now located in the home of the parties hereto in Gooding, Idaho, together with all her personal effects and the personal effects of the child of the party of the first part.

-2-

The party of the second part is to receive the real estate owned by the parties hereto, more particularly described as follows, to-wit:

> Beginning 280 feet straight south of the southeast corner of Block 150 Woodworth Addition to the City of Gooding, Gooding County, Idaho, as per official plat of said Woodworth Addition on file in the office of the County Recorder of Gooding County, Idaho, running thence west in a straight line parallel with the south line of said Block 150 Woodworth Addition to City of Gooding 130 feet to a point, thence south at right angles 140 feet to a point, thence east at right angles 130 feet to a point, thence north in a straight line 140 feet to the place of beginning.
> (Which tract of land was Lots 21, 22, 23 and 24, Block 153 Woodworth Addition to City of Gooding, Gooding County, Idaho, and east half of alley on west of said lots and north half of street on south of said lots prior to vacation of plat of said portion of said Woodworth Addition to Gooding.)

The party of the first part agrees to execute and deliver to the party of the second part a quitclaim deed to said property.

The party of the second part agrees to pay to the party of the first part the sum of $1500.00, payable as follows: $300.00 in cash, receipt of which is hereby acknowledged; $1200.00 at such times and in such amounts as rent shall be paid for the above described premises, it being understood that the party of the second part shall immediately rent said premises and shall continue to rent said premises until said $1200.00 has been paid. The payment of said $1200.00 by the party of the second part shall be secured by a lien upon said real estate and said real estate shall be subject to the lien of said indebtedness.

The party of the first part hereby waives all claims for alimony, attorney fees and court costs in the pending divorce suit and it is understood and agreed that this is a complete settlement of all rights and claims which either party may have against the other.

GIVEN UNDER OUR HANDS the day and year first above written.

/s/ Bonnie Jones
Party of the First Part.

/s/ Hiram Jones
Party of the Second Part.

STATE OF IDAHO)
(SS.
Gooding County)

On this 7th day of October, 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared Bonnie Jones, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

/s/ Andrew F. James
Notary Public for said State;
residing at Gooding, Idaho.

(SEAL)

STATE OF IDAHO)
(SS.
Gooding County)

On this 7th day of October, 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared Hiram Jones, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

/s/ Branch Bird
Notary Public for said State;
residing at Gooding, Idaho

(SEAL)

7717

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

MYRTLE M. TODHUNTER, Plaintiff, vs. THEODORE TODHUNTER, Defendant.

No. 5185

DECREE

Entered & Filed
Oct 4,1949
Carl T. Reuter
Clerk of District
Court.

The above entitled cause came on duly and regularly for hearing this 4th day of October, 1949, before the Honorable Leo McCarty, Judge of the above entitled court, in Chambers, at Lewiston, Idaho. The plaintiff appeared in person, and by her attorney of record. Neither the defendant, nor any person in his behalf appeared.

It appearing to the Court that the defendant was duly and regularly personally served with Summons and Complaint on the 12th day of September, 1949, in Idaho County, Idaho;

And it appearing to the court that the defendant has failed to appear, demur, answer or otherwise plead to said summons and complaint within the time permitted by law, and that the time for such appearance has expired, and that the defendant is in default; and it appearing from the affidavit of the plaintiff that the defendant is not, and has not been egaged in the armed forces of the United States of America or of her allies since the filing of the complaint herein, and the defendant's default having been duly and regularly entered herein according to law;

And it appearing from evidence presented by and on behalf of the plaintiff that the allegations of the complaint are true, and the court having so found, and the cause having been submitted to

PAUL G. EIMERS
ATTORNEY AT LAW
RST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

the court, and the court being fully advised;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the plaintiff, Myrtle M. Todhunter, be, and she is hereby granted an absolute divorce from the defendant, Theodore Todhunter, and the bonds of matrimony heretofore existing between them are hereby forever dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be, and she is hereby awarded the sole and exclusive custody of Terina Lee Todhunter, minor, subject to the right of Theodore Todhunter to see and visit siad child at all reasonable times. The rights hereby granted the defendant, Theodore Todhunter, are conditioned, however, upon his full and faithful performance of that certain agreement made and entered into by and between the plaintiff and the defendant, and dated September 12, 1949, and particularly with reference to the payment by the defendant to the plaintiff of the sum of $25.00 per month furing the months of December, January, February and March of each year, and the sum of $50.00 per month for the rest of the year, beginning on the 10th day of October, 1949, and continuing until said child shall become of age.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the agreement of September 12, 1949, hereinabove referred to, is a fair, just, and equitable agreement, and the same is by reference made a part hereof as if fully set forth herein.

Done at Chambers at Lewiston, Idaho this 4th day of October, 1949.

LEO McCARTY
District Judge

Copy

A G R E E M E N T

THIS AGREEMENT, Made this 12th day of September, 1949, between THEODORE TODHUNTER, party of the first part, and MYRTLE M. TODHUNTER, party of the second part, WITNESSETH:

That the parties hereto are husband and wife, and differences have arisen between them which have rendered it impossible for the continuance of that relationship.

NOW THEREFORE, in consideration of the covenants, promises, and agreements hereinafter mentioned and contained, the parties do agree to and with each other as follows:

1.

That they shall live separate and apart from and after this date, and each may choose his or her place of residence, without interference or hindrance from the other;

2.

That Myrtle M. Todhunter shall have the sole custody and care of Terina Lee Todhunter, minor daughter of the parties, who is at this time fourteen months of age; provided, however, that the party of the first part shall have the right to see and visit said child at all reasonable times, so long as he is not in default in performance of this agreement according to the terms and provisions hereof;

3.

That the party of the first part shall pay to the party of the second part for the maintenance, support and education of said minor daughter, the sum of $25.00 per month during the months of December, January, February and March, and the sum of $50.00 per month the rest of the year, from the date hereof until said child shall become of age;

4.

That the party of the first part shall pay all outstanding obligations and debts of the parties hereto, and the community of which they have heretofore belonged as husband and wife; and each promises the other

that he or she will not hereafter incur any obligation which may be chargeable to the other, and each promises that he or she will not encumber, nor attempt to encumber, any of the property belonging to the other;

5.

The community property, consisting only of personalty, has been divided between the parties, and each does hereby agree that the division is far, just, and equitable. It is especially agreed and understood that any and all property hereafter acquired by either party, shall become the sole and separate property of the one so acquiring the same, without claim or right of the other in or to the same, or any part thereof, and each does hereby, for himself and herself, waive all right to inherit from the estate of the other;

6.

Each party does also agree that he or she shall not attempt to coerce the other by any means to resume the relationship of the matrimonial community, but nothing herein contained shall prevent the parties from so doing if they are agreeable to such resumption;

7.

Each party does hereby release the other from any and all claims and obligations, and each does hereby waive any and all rights to claims of support, or otherwise, except as herein provided, but nothing herein contained shall be considered as condonation or excuse for the matters which arose, which made this separation agreement necessary. It is further agreed that in the event that either of the parties hereto shall institute proceedings for divorce, that this agreement may be introduced as evidence therein, and submitted to the court for approval, and upon such approval being had, the same may be made a part of any decree entered in such cause or action.

IN WITNESS WHEREOF, the parties have hereunto set their hands and

seals, the day and year first hereinabove written.

THEODORE TODHUNTER
Party of the first part

MYRTLE M. TODHUNTER
Party of the second part

STATE OF IDAHO)
) ss
County of Idaho)

On this 12th day of September, 1949, before me, the undersigned, a Notary Public, personally appeared Theodore Todhunter and Myrtle M. Todhunter, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first written.

PAUL G. EIMERS
Notary Public for Idaho,
residing at Grangeville.

(seal)

Myrtle M Todhunter
Theodore Todhunter

9
33
7 Nov
49

Nella Basinger

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

NORMA FARRIS, Plaintiff, vs. DARRELL F. FARRIS, Defendant.	No. 5183 DECREE	Entered & Filed Oct 4 1949 Carl T. Reuter Clerk of District Court

The above entitled cause came on duly and regularly for hearing on this 4th day of October, 1949, at Chambers in Lewiston, Idaho, before the Honorable Leo McCarty, Judge of the above entitled Court. The plaintiff appeared in person and by per attorney of record, Paul G. Eimers. Neither the defendant, nor any person or persons in his behalf, appeared.

It appearing to the Court that the defendant was duly and regularly personally served with Summons and Complaint in Idaho County, State of Idaho, on September 13, 1949, and that he, the defendant, has not answered, demurred, or otherwise appeared in said cause, and that the time for such appearance has expired, and the defendant is now in default;

It appearing also from the files herein, and particularly from plaintiff's affidavit, that the defendant is not, nor has not at any time since the filing of the complaint in this cause, engaged in the military service of the United States of America or of her allies, and said affidavit appearing sufficient under the Soldiers' and Sailors' Relief Act, and the defendant having been in default, and his default having been entered herein duly and regularly, according to law, and the evidence having been adduced, heard and considered by and on behalf of the plaintiff, and it

PAUL G. EIMERS
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

appearing therefrom that the allegations of plaintiff's complaint are true; and said cause having been fully submitted to the Court, and the Court being fully advised, and having found that the allegations of plaintiff's complaint are true;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED: That the plaintiff, Norma Farris, be, and she is hereby granted an absolute decree of divorce from the defendant, Darrel F. Farris; and the agreement made by and between the parties, dated August 15, 1949, is hereby approved and made a part of this decree as if fully set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: That the plaintiff, Norma Farris, shall be, and is hereby awarded custody of Steven D. Farris, minor child of the parties, subject to the right of the defendant, Darrel F. Farris, to visit the child at all reasonable times, and to have said child visit him for periods of not longer than one month, and at such times as plaintiff, Norma Farris, shall agree; provided also that the defendant shall be able to provide proper facilities for the care of such child at such times.

Done at Chambers at Lewiston, Idaho this 4th day of October, 1949.

LEO McCARTY
District Judge

Copy

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 15th day of August, 1949, between Darrel F. Farris, party of the first part, and Norma Farris, party of the second part,

WITNESSETH:

That the parties hereto are husband and wife and that differences have arisen between them which have rendered the continuance of such relationship, and the fulfullment of the natural and legal obligations of the relationship, impossible.

For the reasons herein expressed, and for and in consideration of the promises, covenants and agreements hereinafter contained, and the performance of the same by the parties, they do hereby agree to and with each other as follows:

1.

That they shall live separate and apart and in such place as he or she may choose to so live, without hindrance or interference by or from the other; that neither shall attempt, by legal process, or otherwise to require the restitution of conjugal rights; and neither shall, fromthis date obligate the other in any manner whatsoever.

2.

It is understood and agreed that the party of the first part shall receive from their community property, and retain the same henceforth as his sole and separate property, the following described real and personal property, to-wit:

REAL PROPERTY

Lot 5 of Block "F", Sherwin's Addition, and Lot 11 of Block "F", in the addenda to Sherwin's Addition, all in the City of Grangeville, Idaho County, Idaho,

PERSONAL PROPERTY

Daveno and matching chair	Wall lamp and floor lamp
Magazine rack	Stand table
Book case	Cedar chest
2 chests of drawers	One bed and bedding

One Breakfast set of table and chairs
Misc. cooking utensils
Garden tools, hose, and Lawn mower
One electric range
One set of flowered pattern dishes

3.

It is understood and agreed that the party of the second part shall receive from their community property, and retain the same henceforth as her sole and separate property, the following described personal property, to-wit:

One dining set of table and chairs,
2 mirrors
One complete matched bedroom set and bedding
One electric refrigerator
One electric washing machine
One swing rocking chair
One foot stool
One card table
One chest of drawers
One child's crib and bedding
Misc. dishes, utensils
One set silverware

4
4.

It is agreed that the party of the second part shall have sole custody of Steven D. Farris, age two and one-half, provided, however, that the party of the first part shall have the right to visit said child at all reasonable times, and shall have the right to have said child visit him for periods of not longer than one month but at such times as the party of the second part shall agree to; it is further understood that when the child becomes of school age, such visits shall be made during the vacation period; and, it is further understood that the right of first party to have the child for such visits shall be conditional upon the party of the first part having proper facilities and care for such child at such times.

5.

Any property or estate hereafter acquired by the parties shall be the sole and separate property of the one so acquiring the same without claim, right or demand existing in the other, of, in, or to said property, or any portion or interest thereof or therein.

6.

The parties hereby represent to each other, and agree, that the division of property made hereby is fair, equitable and just, and that the same has been carefully considered by them prior to execution; and that they, and each of them, will execute any necessary instruments to give effect hereto and to complete the terms hereof.

7.

The party of the first part promises and agrees to assume and to pay all legal existing community obligations as of this date; and each agrees that he, or she, will do nothing to encumber or obligate the property of the other, or permit any act of his or hers to so do, so far as such conditions may be under his or her control, hereafter.

8.

Each party does hereby release the other from any and all duties and obligations heretofore existing between them, except as set forth in this agreement; and it is understood and agreed that if either party shall hereafter institute proceedings for divorce from the other, this this agreement may be offered and admitted in said cause as evidence of the division of their community interests and of other matters herein stated.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first hereinabove written.

DARREL F. FARRIS
Party of the first part

NORMA FARRIS
Party of the second part

STATE OF IDAHO)
) ss
County of Idaho)

On this 15th day of August, 1949, before me, the undersigned, a Notary Public, personally appeared Darrel F. Farris and Norma Farris, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

PAUL G. EIMERS
Notary Public for Idaho, residing at Grangeville, therein.

(seal)

CERTIFICATE

STATE OF IDAHO } ss.
County of Idaho

I, Carl T. Reuter, Clerk of the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Idaho, do hereby certify that in an action pending in said Court wherein Norma Farris is Plaintiff and Darrel F. Farris is Defendant, a decree was granted by said Court on the 7th day of November A. D., 1949, in Book 9 of Decrees, on page 30 thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7 day of Nov A. D., 19 49 at Grangeville, Idaho.

CARL T. REUTER, Clerk of District Court

By Stella Basinger, Deputy

(Seal)

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

- - - - -

No. 5186

ROY LEE POTTER,)

Plaintiff,) DECREE OF DIVORCE

vs.)

CHARLES RAYMOND POTTER,) Entered & Filed Oct 19 1949 Carl T. Reuter Clerk of District Court

Defendant.)

- - - - -

This action came on for hearing before The Honorable Leo McCarty, District Judge, in open court at Grangeville, Idaho County, State of Idaho, on this day, it appearing that the defendant has been personally served with a copy of the Complaint and Summons and the defendant not having filed any demurrer, answer or other appearance to the Complaint of the plaintiff, and his default having been duly entered in the premises, upon proper showing that the said defendant is not engaged in the military or naval service of the United States of America, and the evidence having been submitted to the Court, and the Court having been fully advised in the premises, finds and decides that all of the allegations in the plaintiff's Complaint contained aretrue and correct and that the relief prayed for therein shall be granted.

NOW THEREFORE, on motion of Wilbur L. Campbell, attorney for the plaintiff,

IT IS ORDERED, ADJUDGED and DECREED that the bonds of matrimony existing between the plaintiff and the defendant be and the same are hereby dissolved and that the plaintiff and the defendant are divorced.

Dated and signed in open court the 19th day of October, 1949.

Leo McCarty
District Judge

WILBUR L. CAMPBELL
ATTORNEY AT LAW
GRANGEVILLE, IDAHO

CERTIFICATE

STATE OF IDAHO)
County of Idaho) ss.

I, Carl T. Reuter, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the Interlocutory Decree entered therein in the case of Roy Lee Potter vs. Charles Raymond Potter, Defendant, as appears of record in my office in Book 9 of Decrees at page 36 thereof.

WITNESS my hand and official seal this 7 day of Nov. A. D., 1949, at Grangeville, Idaho.

CARL T. REUTER, Clerk of District Court

By Nella Basinger, Deputy

(Seal)

7720

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEFFERSON

CARL R. WHITE,

Plaintiff,

vs.

DELLA WHITE,

Defendant.

FINDINGS OF FACT
CONCLUSIONS OF LAW
AND JUDGMENT

The above-entitled cause came regularaly on for trial on the 28th day of September, 1949, before the undersigned Judge of said District Court, at Idaho Falls, Bonneville County, Idaho, pursuant to agreement of counsel for the parties that said cause be heard in said Bonneville County instead of Jefferson County, the parties appearing in person and by their respective attorneys, A. A. Merrill appearing as attorney for the plaintiff, and Geo. L. Barnard of the firm of Albaugh, Bloem & Hillman appearing as attorney for the defendant.

Evidence was thereupon introduced by the parties, and the cause submitted to the Court, and after duly considering the same and the files and records of this cause, the Court finds as follows:

FINDINGS OF FACT

I

That the plaintiff and the defendant were first married to each other on the 28th day of April, 1941, and thereafter, on the 2nd day of July, 1948, in an action then pending before this Court wherein the plaintiff herein was defendant and the defendant herein was plaintiff, said marriage was dissolved by the judgment and decree of this Court.

II

That there are living as the issue of said marriage, two children, Carol Jennette White, aged eight years, and Jack White,

aged six years.

III

That during such marriage, the parties acquired certain property, part community property and part separate property, and in said action, pursuant to a stipulation of the parties, it was adjudged and decreed, among other things, that the plaintiff therein should have, as her sole and separate property and for her sole and separate use and benefit, all of the household furniture, fixtures and effects owned by plaintiff and defendant as community property, or by either of them separately, and that the defendant therein should have as his sole and separate property the following described property, to-wit:

Real Property

The northwest quarter of the northwest quarter (NW¼NW¼) of Section fourteen (14), in Township four (4), North of Range Thirty-nine (39), East of the Boise Meridian, in Jefferson County, Idaho, together with water and ditch rights thereto belonging; also the northeast quarter (NE¼) North of the Dry Bed in Section fifteen (15), Township four (4), North of Range thirty-nine (39), East of the Boise Meridian, in Jefferson County, Idaho, together with water and ditch rights thereto belonging.

Personal Property

7 milk cows, 4 calves, 18 chickens, all farm machinery owned by plaintiff and defendant, or either of them,

and all real and personal property of every kind and character owned by plaintiff and defendant except the household furniture and effects hereinbefore mentioned, and that, in lieu of plaintiff's interest in the community property of plaintiff and defendant, and in lieu of alimony, the defendant therein should pay to the plaintiff therein, the sum of $1,000.00, payable $500.00 on or before the 1st day of September, 1948, and $500.00 on or before the 15th day of December, 1948, and to secure the payment of which it was adjudged and decreed that the plaintiff therein should have a lien upon the right, title and interest of the defendant in and to the real property so decreed to the defendant therein, and that upon full payment of said sum, the plaintiff therein should make a full release and satisfaction of said lien.

IV

That approximately five or six weeks after the entry of such decree, the parties were remarried to each other, such remarriage taking place on or about the 16th day of August, 1948.

V

That no part of the $1,000.00 adjudged to be paid the defendant cross-complainant herein was ever paid.

VI

That the evidence in this cause is insufficient to sustain the allegations of defendant's cross-complaint to the effect that the parties mutually agreed their separate properties as fixed and determined in said decree became the community property of both, and the status of such property remains the same as it was fixed and determined by said decree.

VII

That the only community property accumulated or acquired since the remarriage of the parties is the crops now growing and produced in the 1949 season, the value of which is as yet undetermined.

VIII

That the defendant Della White is a fit and proper person to have the care, custody and control of the minor children of the parties.

IX

That the plaintiff is earning and capable of earning an income sufficient to contribute to the support, education and maintenance of the minor children of the parties, and that the sum of $30.00 per month for each child, beginning October 10, 1949, is a reasonable amount to be allowed defendant cross-complainant for their support, education and maintenance, under the financial circumstances of the parties.

X

That the evidence does not sustain the allegations of cruelty set forth in plaintiff's complaint.

XI

That the evidence sustains the allegations of cruelty set forth in defendant's cross-complaint, and the plaintiff has been guilty of extreme cruelty toward the defendant as in said cross-complaint alleged.

XII

That the total sum of $150.00 is a reasonable amount to be allowed defendant cross-complainant for her attorney's services herein, to be paid by the plaintiff, in addition to her actual costs and disbursements herein.

CONCLUSIONS OF LAW

As conclusions of law, the Court finds that plaintiff is not entitled to any relief as prayed for in his complaint herein, and that the defendant cross-complainant is entitled to the judgment and decree of this Court, as follows:

1. That the bonds of matrimony heretofore existing between the parties be dissolved, and that defendant cross-complainant be awarded an absolute divorce from the plaintiff, in all things dissolving the marriage relation heretofore existing between the parties and restoring the parties to the status of single persons.

2. That the sole care, custody and control of the minor children of the parties be awarded to the defendant cross-complainant, with the privilege to the plaintiff to visit with them at reasonable times and places, and to take them on short vacations, not to exceed two whole days, except as may otherwise be agreed to by the defendant cross-complainant, provided plaintiff be not in default in any manner in the payments herein provided to be made by him for the support of said children.

3. That the plaintiff pay to the defendant cross-complainant as and for the support, maintenance and education of the minor child, Carol White, the sum of Thirty Dollars ($30.00) per month, the first payment to be made on or before October 15, 1949, and continuing until said child reaches the age of majority, or until

the further order of the Court in the premises, and that said plaintiff pay to the defendant cross-complainant as and for the support, maintenance and education of the minor child, Jack White, the sum of Thirty Dollars ($30.00) per month, the first payment to be made on or before October 15, 1949, and continuing until said child reaches the age of majority, or until the further order of the Court in the premises.

4. That the defendant shall have, as and for her separate property, and for her separate use and benefit, all of the household furniture, fixtures, and effects, owned by plaintiff and defendant as community property, or by either of them separately, and as determined and adjudged in the said decree of this Court made and entered on the 2nd day of July, 1948, more particularly described as follows:

> General Electric Refrigerator, 3 bed springs, and mattresses, Speed Queen Washing Machine, dining room table and chairs, davenport, pictures, dishes, cooking utensils, Majestic coal range, bedroom set, of bed, vanity and chest of drawers, and all miscellaneous items of household furniture.

5. That the plaintiff shall pay to the defendant cross-complainant one-half of the net value of all crops now growing and produced on all lands operated by him during the 1949 season, as and for defendant cross-complainant's interest in community property acquired since the last marriage of the parties, plaintiff to keep an accurate account of said crops and of the deduction for necessary expenses of growing, harvesting and marketing the same, accounting for all amounts fed to plaintiff's live stock, and making settlement for wheat and hay within fifteen days from the entry of judgment herein, and for potatoes when same are harvested and sold.

6. That plaintiff shall pay to the defendant cross-complainant the $1,000.00 adjudged to be paid to her under the prior judgment of this Court entered July 2, 1948, with interest from the dates payments became due as in said judgment specified, to-wit, on $500.00 from September 1, 1948, and on $500.00 from December 15, 1948, at the rate of six per cent per annum until paid, and upon full payment thereof, defendant shall execute and deliver to plaintiff a full release

of the lien of said judgment of July 2, 1948.

7. That the plaintiff have as his sole and separate property, all of the property adjudged and set apart to him under said judgment of July 2, 1948, and any and all other property, real or personal, acquired since said judgment, except such part thereof as is awarded herein to the defendant cross-complainant.

8. That the Court specifically reserves the right to amend this decree with respect to the allowance of support at any future time, for cause shown, but that no other or further allowance for support be made at this time.

9. That plaintiff pay to defendant as and for her attorney's fees herein a total of $150.00, and her actual costs herein.

JUDGMENT

IT IS THEREFORE ORDERED, ADJUDGED and DECREED, as follows:

1. That the bonds of matrimony heretofore existing between the plaintiff, Carl R. White, and the defendant, Della White, be, and the same hereby are, dissolved, and defendant cross-complainant, Della White, is hereby awarded an absolute divorce from the plaintiff, in all things dissolving the marriage relation heretofore existing between the parties, and each of the parties is hereby restored to the status of a single person.

2. That the sole care, custody and control of the minor children of the parties, Carol Jennette White and Jack White, be, and the same hereby are, awarded to the defendant cross-complainant, Della White, with privilege to the plaintiff to visit them at reasonable times and places, and to take them, or either of them, on short vacations, not to exceed two whole days, except as may otherwise be agreed to by the defendant cross-complainant, provided that such right of visitation shall be conditioned upon plaintiff not being in default in any manner in the payments hereinafter adjudged for the support, maintenance and education of said children.

3. That the plaintiff pay to the defendant cross-complainant as and for the support, education and maintenance of the minor child, Carol White, the sum of Thirty Dollars ($30.00) per month, the first payment to be made on or before October 15, 1949, and continuing until said child reaches the age of majority, or until the further order of the Court in the premises, and that said plaintiff pay to the defendant cross-complainant as and for the support, education and maintenance of the minor child, Jack White, the sum of Thirty Dollars ($30.00) per month, the first payment to be made on or before October 15, 1949, and continuing until said child reaches the age of majority, or until the further order of the Court in the premises.

4. That the defendant cross-complainant have, and she is hereby awarded, as and for her separate property, and for her sole and separate use and benefit, all of the household furniture, fixtures, and effects, owned by the parties as community property or by either of them separately, and as was adjudged and decreed as her separate property in the decree of this Court entered on the 2nd day of July, 1948 in the prior action between the parties, which property so adjudged to the defendant cross-complainant is more particularly described as follows:

> General Electric Refrigerator, 3 bed springs and mattresses, Speed Queen washing machine, dining room table and chairs, davenport, pictures, dishes, cooking utensils, Majestic coal range, bedroom set of bed, springs, vanity and chest of drawers, and all miscellaneous items of household furniture.

5. That the plaintiff shall pay to the defendant cross-complainant one-half of the net value of all crops now growing and produced on any lands operated by him during the 1949 season, as and for defendant cross-complainant's interest in community property acquired since the last marriage of the parties, plaintiff to keep an accurate account of said crops and of the deductions of and for necessary expenses of growing, harvesting and marketing the same, and accounting to defendant for all amounts fed to plaintiff's live-stock, and making settlement for wheat and hay within fifteen days from the entry of judgment herein, and for

potatoes when and as the same are harvested and sold.

6. That the plaintiff pay to the defendant cross-complainant the One Thousand Dollars ($1,000.00) adjudged to be paid to her under the said judgment of July 2nd, 1948 in the prior action between the parties, with interest from the due dates of the payments to be made thereon as in said judgment specified, until paid, at the rate of six per cent per annum, to-wit, on $500.00 from September 1, 1948 and on $500.00 from December 1, 1948, and upon payment thereof, defendant cross-complainant shall execute and deliver to the plaintiff a full and proper release and satisfaction of the lien of said judgment of July 2, 1948.

7. That the plaintiff shall have as his sole and separate property and for his sole and separate use and benefit, all of the property adjudged and set apart to him as his separate property under the terms and conditions of said judgment of July 2nd, 1948, remaining in his possession at the present time, and any and all other property, real or personal, acquired since said judgment, except the property herein adjudged to the defendant cross-complainant, subject to encumbrances of record, a more particular description of the property awarded to the plaintiff being as follows:

Real Property

The northwest quarter of the northwest quarter (NW¼NW¼) of Section fourteen (14), in Township four (4), North, Range thirty-nine (39), East of the Boise Meridian, in Jefferson County, Idaho, together with the water and ditch rights thereto belonging;

Also the northeast quarter (NE¼) north of the Dry Bed in section fifteen (15), Township four (4), North of Range thirty-nine (39), East of the Boise Meridian, in Jefferson County, Idaho, together with water and ditch rights thereto belonging.

Personal Property

All live stock, all farm machinery, one-half of the 1949 crops raised on all lands operated by plaintiff, and all other real or personal property of every kind and character now owned by plaintiff and defendant except the property herein awarded to the defendant cross-complainant.

8. That the plaintiff pay to the defendant cross-complainant as and for her attorney's fees herein the total sum of $150.00, less the sum of $100.00 heretofore paid thereon pursuant to the order of the Court herein, and in addition thereto, plaintiff shall pay to the defendant her actual costs incurred herein, allowed in the sum of $32.50.

Dated October 14, 1949.

HENRY S. MARTIN
District Judge.

STATE OF IDAHO,)
County of Jefferson,) ss.

7720

I HEREBY CERTIFY That the within is a full, true and correct copy of the

"DECREE OF DIVORCE " in the matter of the case

CARL R. WHITE, Plaintiff

-vs-

DELLA WHITE, Defendant.

JUDGMENTS

as appears of record in my office, in Book 143 of / on Page 143.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Rigby, Idaho, this 3rd day of November, 19 49.

Eileen Madsen
Clerk and Ex-Officio Recorder.

By: Esther A. Kelley
Deputy.

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEFFERSON

PHRONIA WILSON Plaintiff -vs- WESLEY WILSON Defendant	DECREE OF DIVORCE

This cause, by agreement of the respective parties, coming on regularly to be heard this 14th day of October, 1949, at Chambers of said Court at Idaho Falls, Bonneville County, Idaho, before the Honorable Henry S. Martin, Judge of said Court, the plaintiff appearing by T. Harold Lee, her attorney, and the defendant not appearing either in person or by counsel, and it appearing that the defendant has been duly and regularly served with process, and the default of the defendant has been heretofore duly entered herein, and it appearing that the said defendant has filed herein an appearance submitting himself to the jurisdiction of the Court, refusing to plead further in said cause, consenting that default be entered against him, consenting to an immediate hearing by this Court without further notice to him either in term time, or vacation, in open court, or at chambers, and waiving the making of findings of fact and conclusions of law herein, and it further appearing that the parties hereto have entered into and filed herein a Stipulation with respect to the matter of the payment of alimony, costs of suit and attorneys fees; and it appearing that said Stipulation is in all respects just and equitable, the said matter was finally heard and submitted to the Court upon the plaintiff's verified Complaint and the evidence submitted on behalf of the plaintiff by the following witnesses: Phronia Wilson and Irene Richins from which it appears that all the material allegations of the complaint are sustained by the testimony, free from all legal exceptions as to its competency, admissibility and sufficiency; that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in her complaint;

That the plaintiff was a resident of the County of Jefferson, State of Idaho at the time the suit was filed and was a resident of the State of Idaho and County of Jefferson for a period of more than six full weeks immediately prior thereto, and on motion of T. Harold Lee, counsel for the plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the Statutes in such cases made and provided, does order, adjudge and decree that the marriage between the said plaintiff, Phronia Wilson and the defendant, Wesley Wilson, be dissolved, and the same is hereby dissolved accordingly, and the said parties are and each of them is freed and absolutely released from the bonds of matrimony and all the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the care, custody, control and education of the minor child of the plaintiff and the defendant, Dennis D. Wilson, be and the same is, hereby awarded to the plaintiff, Phronia Wilson, subject to the right of the defendant, Wesley Wilson, to visitsaid minor child at all reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the above named defendant, Wesley Wilson, will pay to the plaintiff, Phronia Wilson, the sum of One Hundred ($100.00) Dollars upon the entry of this Decree of Divorce. It being expressly and mutually agreed by and between the parties hereto that the above named plaintiff hereby waives any and all further demands against said defendant for alimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant pay to the plaintiff the sum of Fifteen ($15.00) Dollars per month for the support and maintenance of the minor child of the plaintiff and the defendant; that said sum be paid on the 15th day of each and every month, commencing with the 15th day of November, 1949, and continuing monthly thereafter.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the defendant pay to the plaintiff the sum of Seventy-five ($75.00)

Dollars as and for attorney's fees, and costs in the sum of Fifteen ($15.00) Dollars.

Dated this 14th day of October, 1949.

/s/ Henry S. Martin
DISTRICT JUDGE

STATE OF IDAHO,)
County of Jefferson,) ss.

7721

I HEREBY CERTIFY That the within is a full, true and correct copy of the

"DECREE OF DIVORCE" in the matter of the case of

PHRONIA WILSON, Plaintiff

-vs-

WESLEY WILSON, Defendant.

JUDGMENTS

as appears of record in my office, in Book 143 of / on Page 148.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Rigby, Idaho, this 3rd day of November 19 49.

Eileen Madsen
Clerk and Ex-Officio Recorder.

By: Kathryn A. Kelley
Deputy.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

VERDA N. WOESNER,

Plaintiff,

vs

LOUIS G. WOESNER,

Defendant.

107149

DECREE OF DIVORCE

THE ABOVE ENTITLED MATTER coming on for hearing before the Hon. Kales E. Lowe, Judge of the above entitled court, at Twin Falls, Idaho, on the 9th day of July, 1949; the plaintiff appearing in person and by and through her attorneys, Graydon W. Smith and Leonard H. Jacob, of Twin Falls, Idaho, and the defendant not appearing in person or by an attorney; and

It appearing to the Court that regular and proper service of summons and complaint has been made upon defendant, and that defendant has failed to answer in the time allowed by law, and his default having been duly entered herein, the Court does hereby confirm and approve said default;

WHEREUPON, the testimony introduced herein by plaintiff and the Court being fully advised in the premises; the Court hereby finds that the plaintiff is a fit and proper person to have the care, custody and control of said minor child, to-wit: Ernest Gregory Woesner; that the plaintiff for more than six weeks prior to the commencement of this action was a bona fide resident of the State of Idaho;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. That plaintiff is awarded a divorce upon the grounds stated in her complaint, and that the bonds of matrimony heretofore existing between plaintiff and defendant should be and are hereby dissolved; and

2. That plaintiff is given care, custody and control of said minor child, to-wit: Ernest Gregory Woesner.

DATED this 23rd day of July, 1949.

/s/ Kales E. Lowe
District Judge

INDEXED COMPARED CROSS INDEXED

Case No. 3197
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

FILED OCT 25 1949
Mabel A Beveridge CLERK
BY Deborah Worthington DEPUTY CLERK

Judg 6 Page 105

X

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME.

- - -

ROBERTA TURNER, By and Through her Guardian Ad Litem, GEORGE THOMAS,

Plaintiff,

-vs-

DONALD TURNER,

Defendant.

DECREE

- - -

The above-entitled matter came on for hearing and final determination in Open Court, at Jerome, in the County of Jerome, State of Idaho, on this 10th. day of September, 1949, in accordance with Stipulation between the Parties hereto, that said matter might be heard on its merits and waiving findings of fact and conclusions of law.

Plaintiff appeared in person and with her counsel of record, Richard H. Seeley, and it appearing that both of the Parties hereto are minors; that George Thomas has been heretofore duly and regularly appointed as Guardian Ad Litem of the Plaintiff to represent said Plaintiff in these proceedings and that John E. Turner has been duly and regularly appointed as Guardian Ad Litem to represent the Defendant in said proceedings; and Howard E. Adkins, Attorney at Law, of Shoshone, Idaho, being present in Court as Attorney for said Defendant and his Guardian Ad Litem;

And proof having been submitted by the Plaintiff, free and clear from all objections and exceptions, from which it appears that the Plaintiff is now and for more than six full weeks immediately preceding the commencement of this action has been a resident of the State of Idaho; that Plaintiff and Defendant have entered into a Property Settlement Agreement, an executed copy of which has been admitted herein as Plaintiff's

Exhibit "A"; that there is one minor child as issue of the marriage of the Parties hereto; and that Plaintiff is entitled to the relief prayed for on the grounds of extreme cruelty;

And the Plaintiff having rested and no evidence having been submitted by or on behalf of the Defendant and the Court having considered the matter;

IT IS, THEREFORE, HEREBY ORDERED, ADJUDGED AND DECREED as follows:

That bonds of matrimony heretofore existing between Plaintiff and Defendant be, and the same are hereby, forever dissolved and set aside; and that said Parties be, and each of them is, forever released from said bonds and from all of the obligations thereof;

That the Proberty Settlement Agreement, an executed copy of which, has been admitted as evidence herein as Plaintiff's Exhibit "A" be, and the same is hereby, approved and adopted in all respects;

That the Plaintiff be, and she hereby is, awarded the care, custody and control of Teresa Dee Turner, minor child of the Parties hereto;

That pursuant to the provisions of the said Property Settlement Agreement, the Defendant shall pay to Plaintiff's Attorney the sum of One Hundred Dollars ($100.00) and pay to Plaintiff her Court costs incurred herein in the amount of Sixteen Dollars and Sixty Cents ($16.60) and shall further pay to Plaintiff the sum of Twenty-five Dollars ($25.00) per month for the support of the minor child;

That the sums mentioned in the preceding paragraph shall be paid at the times and in the manner as follows:

Defendant shall pay to Plaintiff the sum of Twenty-Five Dollars ($25.00) on the 10th. day of September, 1949, and the sum of Twenty-five Dollars ($25.00) on or before the 10th. day of each month thereafter so long as said minor lives and until she

reaches her majority or becomes a married woman. The first of said monthly payments shall be applied towards the payment of Attorney's fees as hereinbefore provided and Plaintiff's costs of Court and thereafter for the support of said minor child.

Dated this 10th. day of September, 1949.

Hugh A. Baker
District Judge

INDEXED COMPARED

Case No. 3215
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED OCT 4 1949
Mabel A Beveridge
CLERK
BY Deborah Worthington
DEPUTY CLERK

Judg. 6 Page 98

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

CRYSTAL WILSON, PLAINTIFF -vs- ROLLIN D. WILSON, DEFENDANT	D E C R E E

The above-entitled matter came on for trial before the undersigned Judge of the above-entitled Court, in open Court, at Jerome, in the County of Jerome, State of Idaho, on this 17th day of September, 1949; and it appearing that the Defendant has been duly and regularly served with Summons and Complaint and has appeared herein and filed his Answer to Plaintiff's Complaint, and the matter being at issue and the Parties hereto having stipulated as to the time and place of trial;

And the Plaintiff appearing in person and with her counsel of record, Richard H. Seeley, and the Defendant appearing not nor any person for him, and proof having been submitted by and on behalf of the Plaintiff from which it appears that the Plaintiff is now and for more than six full weeks immediately preceding the commencement of this action has been a resident of the State of Idaho, and that the Plaintiff is entitled to the relief prayed for on the grounds of Extreme Cruelty, and the Plaintiff having rested her case and the Court being fully satisfied in the premises and Findings of Fact and Conclusions of Law having been Waived;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

That the bonds of matrimony between Plaintiff and Defendant be and the same are hereby forever dissolved and set aside and that said parties be and each of them is freed from said bonds and from all of the obligations thereof.

That Plaintiff's name be and it is hereby changed to Crystal Winegar.

Dated this 17th day of September, 1949.

Hugh A. Baker
District Judge

INDEXED COMPARED INDEXED

Case No. 3195
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED OCT 4 1949
Mabel A Beveridge
CLERK
BY Deborah Worthington
DEPUTY CLERK

Judg. 6. Page 97

X

7725

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

PATRICIA K. FERRIS,

Plaintiff,

-vs-

RICHARD W. FERRIS,

Defendant.

10748

DECREE OF DIVORCE

THE ABOVE ENTITLED MATTER coming on for hearing before the Hon. Kales E. Lowe, Judge of the above entitled Court, at Burley, Idaho, on the 24th day of September, 1949; the plaintiff appearing in person and by and through one of her attorneys, Graydon W. Smith of Twin Falls, Idaho, and the defendant not appearing in person or by an attorney; and

It appearing to the Court that regular and proper service of summons and complaint has been made upon defendant, and the time for answering having elapsed as provided by law, and the default of the defendant having been duly entered herein, the Court does hereby confirm and approve said default.

WHEREUPON, the testimony introduced herein by plaintiff and the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That plaintiff is hereby awarded a divorce upon the grounds stated in her complaint, and that the bonds of matrimony heretofore existing between plaintiff and defendant should be and are hereby dissolved; and

2. That plaintiff is given the care, custody and control of said minor child, to-wit, Lynn Richard Ferris, with the defendant having the right to visit said child at reasonable and seasonable times and places; and

3. That the household furniture belonging to plaintiff and defendant is hereby given to plaintiff as her sole and separate property; and

4. That the defendant is hereby ordered to pay to the plaintiff the sum of Seventy-five and no/100 Dollars ($75.00) per month for the support of Lynn Richard Ferris, minor child of plaintiff and defendant, during the minority of said child, the first payment to be on the 1st day of October, 1949, and a like sum on the first day of each succeeding month until further order of this Court;

DATED this 24th day of September, 1949.

/s/ Kales E. Lowe
District Judge

INDEXED COMPARED INDEXED

Case No. 3220
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

FILED OCT 25 1949

CLERK
BY Deborah Worthington
DEPUTY CLERK

Jurdy. 6 Page 104

7726

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

CLYDE G. SMITH,

Plaintiff,

vs.

BERNICE SMITH,

Defendant.

107147

DECREE OF DIVORCE

THE ABOVE ENTITLED MATTER coming on for hearing before the Hon. Kales E. Lowe, Judge of the above entitled court, at Twin Falls, Idaho, on the 26th day of September, 1949; the plaintiff appearing in person and by and through his attorneys, Graydon W. Smith and Leonard H. Jacob, of Twin Falls, Idaho, and the defendant not appearing in person or by an attorney; and

It appearing to the Court that regular and proper service of summons and complaint has been made upon defendant, and the defendant having failed to make an appearance or answer in said cause within the time allowed by law, and her default having been duly entered herein, the Court does hereby confirm and approve said default;

WHEREUPON, testimony was introduced herein by the plaintiff and the Court being fully advised in the premises found that the property settlement agreement entered into between plaintiff and defendant was fair and equitable in all respects and that the allegations of plaintiff's complaint were true and supported by substantial competent evidence; and that the plaintiff for more than six weeks prior to the commencement of this action was a bona fide resident of the State of Idaho;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. That plaintiff is entitled to a divorce upon the grounds stated in his complaint, and that the bonds of matrimony heretofore existing between plaintiff and defendant should be and are hereby dissolved; and

2. That certain property settlement agreement between plaintiff and defendant, marked Exhibit "A" and filed in this action, is hereby confirmed and approved.

DATED this 26th day of September, 1949.

/s/ Kales E. Lowe
District Judge

INDEXED COMPARED NUMBERED INDEXED

Case No. 3221
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

FILED OCT 25 1949

CLERK
BY Deborah Worthington
DEPUTY CLERK

Judg. Page 103

X

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

MARJORIE JOYCE NEFZGER,

Plaintiff,

vs

JACK F. NEFZGER,

Defendant.

107150

DECREE OF DIVORCE

THE ABOVE ENTITLED MATTER coming on for hearing before the Hon. Kales E. Lowe, Judge of the above entitled Court, at Twin Falls, Idaho, on the 14th day of October, 1949; the plaintiff appearing in person and by and through one of her attorneys, Graydon W. Smith, Twin Falls, Idaho, and the defendant not appearing in person or by an attorney; and

It appearing to the Court that regular and proper service of summons and complaint has been made upon defendant, and that defendant has filed his acceptance of service and waiver of time to appear, and his default having been duly entered herein, the Court does hereby confirm and approve said default;

WHEREUPON, the testimony introduced herein by plaintiff and the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That plaintiff is hereby awarded a divorce upon grounds stated in her complaint; that the bonds of matrimony heretofore existing between plaintiff and defendant should be and are hereby dissolved; and

2. That plaintiff is hereby awarded the custody of Deborah June Nefzger, minor child of plaintiff and defendant, continuously except that on the last Monday of each month, the defendant shall have the right and privilege to take the said child and keep her with him for one week, returning the child to the plaintiff on the following Monday morning; provided that at such time as Deborah June Nefzger becomes old enough to attend public grade school, her custody shall be divided between plaintiff and defendant as follows: The plaintiff shall be awarded the custody of said child during the school months of each year, and the defendant shall be awarded custody of said child during the summer months of each year; that plaintiff and defendant are each hereby awarded the right to visit with said child at reasonable and seasonable times and places during the time when said child is being cared for by the other party.

3. That the defendant is hereby ordered to pay to the plaintiff the sum of Twenty-five and no/100 Dollars ($25.00) per month for the support of Deborah June Nefzger, minor child of plaintiff and defendant, during the minority of said child, the first payment to be made on the 1st day of November, 1949, and a like sum on the first day of each succeeding month until further order of this court; and provided that when the said child becomes old enough to attend public grade school, that the defendant shall not be required to pay support money payments to the plaintiff during the summer months when said child is in the custody of the defendant.

Dated October 14, 1949.

/s/ Kales E. Lowe
District Judge

Case No. 3214
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED OCT 25 1949
CLERK
BY Deborah Worthington
DEPUTY CLERK

Judg. 6 Page 465

INDEXED

IN THE DISTRICT COURT
OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF JEROME

.....

BERTHA MEYERS,
Plaintiff,

vs

JACK MEYERS,
Defendant.

107073

DECREE

.....

The above entitled cause came on regularly for hearing before the undersigned District Judge in open Court in the County Courthouse at Jerome, Jerome County, Idaho. The plaintiff appeared in person and by and through her attorney of record, Frank M. Rettig. The defendant entered his written appearance and filed a waiver of his right to have the statutory time to plead to plaintiff's complaint and consented to judgment being entered against him as hereinafter set forth and to his default being entered. And it appearing to the Court that said defendant has been duly and legally served with process and that said service was in all respects regular and that the time allowed by law for answering plaintiff's complaint has expired and that the default of said defendant has been duly entered according to law, which said default is hereby ratified and confirmed.

Witnesses on the part of plaintiff having been examined and testimony having been submitted free from objections, and findings of fact and conclusions of law having been waived by virtue of said default; and

It appearing to the satisfaction of the Court that all the material allegations of plaintiff's complaint are true and are supported by competent evidence and that plaintiff is entitled to the relief sought in her complaint and as consented to by the defendant, and that the bonds of matrimony now existing between the parties hereto should be wholly dissolved and plaintiff be granted a decree of absolute divorce, and that the real property of plaintiff, situated in the State of Idaho, hereinafter descirbed, is the separate property of plaintiff, and that the same should be declared and adjudged to be her separate property and awarded to her free and clear of any right, title, claim or interest therein by the defendant; and it further appearing that plaintiff owns as her own sole and separate property the farm machinery hereinafter described and that the same should be set aside to her as her separate property, free and clear of any right, title, claim and interest of the defendant; and it further appearing that the parties have agreed as to division of their community personal property and that the plaintiff should be awarded the household furniture, hereinafter particularly described, and bank account and postal savings account standing in her name, and that the defendant should be awarded crops grown on the above described real property during the year 1949, and should be awarded the bank account and postal savings account standing in his own name; and the Court being fully advised in the premises, both as to the law and the facts;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED That plaintiff be, and she hereby is, granted a decree of absolute divorce from the defendant, Jack Meyers, and that the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and the same hereby are, wholly dissolved and each party is hereby released and free from all obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff is the owner of, as her sole and separate property, the following described real property situated in Jerome County, State of Idaho, more particularly described as follows, to-wit:

> That part of the East Half of the Southeast Quarter ($E\frac{1}{2}SE\frac{1}{4}$) of Section Twenty (20), lying North and East of the "L" Lateral of the North Side Canal Company, Limited, as now constructed and operated over and across said land, and comprising about nineteen (19) acres; also that part of the West Half of the Southwest Quarter ($W\frac{1}{2}SW\frac{1}{4}$) of Section Twenty-one (21) lying North of the "L" Lateral of the North Side Canal Company, Limited, and North and West of the "PD6" Ditch of the North Side Pumping Company as now constructed and operated over and across said land and comprising about 42.57 acres, ALL in Township Eight (8) South, Range Seventeen (17) East, Boise Meridian.

And the title thereto is hereby awarded to plaintiff free and clear of and from any and all claims of the defendant and that plaintiff's title thereto is adjudged to be quieted against all claims, liens, demands or pretentions of the defendant, who is hereby perpetually estopped and enjoined from setting up any claim, right, title or interest therein or thereto, or to any part thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all crops grown on said lands during the year 1949 are awarded to defendant free and clear of and from any and all claims of the plaintiff thereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff is the owner of, as her sole and separate property, the following described personal property, to-wit:

One (1) 1948 Chevrolet Sedan
One (1) Allis Chalmers Combine Harvester
One (1) Allis Chalmers Tractor
One (1) Allis Chalmers Tractor Disk.
One (1) Allis Chalmers Tractor Plow
One (1) Allis Chalmers Cultivator
One (1) Oliver Tractor Bean Drill
One (1) Harrow
One (1) John Deere Mower
One (1) Side Delivery Rake
One (1) Bean Cutter
One (1) Corrugator
One (1) Leveler
One (1) Fresno
One (1) Wagon
One (1) Clover Curler
Several chickens
Hogs
Two (2) Cocker Spaniel Puppies

3. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the community property of the parties be, and the same hereby is, divided and awarded as follows, to-wit:

That plaintiff be, and she hereby is, awarded the following personal property:

One (1) Oil Heater
One (1) Electric Range
One (1) Electric Refrigerator
One (1) Breakfast Set
One (1) Dinette Set
Silvertone Radio
Piano
Davenport and Chair
Platform Rocker
Overstuffed Chair
Occasional Chair
Writing Desk
Sewing Machine
Cedar Chest
Bedroom Suite, Complete
Four (4) End Tables
One (1) Rug, 12 x 24
Portable Combination Electric Battery Radio
Dishes
Kitchen Ware
Silverware
Bedding
Bank Account standing in the name of plaintiff
Postal Savings Account standing in the name of plaintiff;

And the title thereto is adjudged to be quieted in plaintiff against all claims, demands or pretentions of the defendant who is hereby perpetually estopped and enjoined from setting up any claim thereto, or to any part thereof.

The defendant is hereby awarded the following personal property:

1949 Pontiac Sedan
Crops grown on real property above described during the year 1949

Bank Account standing in the name of Defendant
Postal Savings Account standing in the name of Defendant;

And the title thereto is adjudged to be quieted in defendant against all claims, demands or pretentions of the plaintiff who is hereby perpetually estopped and enjoined from setting up any claim thereto, or to any part thereof.

DONE IN OPEN COURT, this 19th day of October, 1949.

District Judge

COMPARED INDEXED

Case No. 3225
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

FILED OCT 19 1949
Mabel A. Cartwright
CLERK
BY Deborah Worthington
DEPUTY CLERK

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7729

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

RICHARD GINES, PLAINTIFF	)	10741
-vs-	)	DECREE
VIRGINIA GINES, DEFENDANT	)	

The above-entitled matter came on for hearing and final determination before the undersigned Judge of the above-entitled Court, sitting in Open Court, at Jerome, County of Jerome, State of Idaho, on this 24th day of October, 1949, it appearing that the Defendant has been duly and regularly served with Summons and Complaint, and has not appeared herein nor plead to Plaintiff's Complaint, and the time for appearing and pleading having elapsed;

Plaintiff appeared in person and with his attorney of record, Richard H. Seeley, and the Defendant appearing not nor any person for her, and being in default, which has been heretofore duly entered against her, and proof having been submitted by the Plaintiff from which it appears that the Plaintiff is now and for more than six full weeks immediately preceding the commencement of this action has been a resident of the State of Idaho, and is entitled to the relief prayed for on the grounds of extreme cruelty, and the Court having duly considered the matter:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the bonds of matrimony heretofore existing between Plaintiff and Defendant be and the same are hereby forever dissolved and set aside, and that said parties be and each of them is freed and absolutely released from said bonds and from

all of the obligations thereof, and that a Decree of Final Divorce be and the same is hereby entered.

Dated October 24, 1949.

Hugh A. Baker
District Judge

COMPARED

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Case No. 3228
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County - State of Idaho
FILED OCT 24 1949
Mabel A. Beveridge
CLERK
BY Deborah Worthington
DEPUTY CLERK

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X

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

GENEVIEVE MICHAELSON,

Plaintiff,

vs

GLEN MICHAELSON,

Defendant.

107146

DECREE OF DIVORCE

THE ABOVE ENTITLED MATTER coming on for hearing before the Hon. Kales E. Lowe, Judge of the above entitled Court, at Twin Falls, Idaho, on the 18th day of October, 1949; the plaintiff appearing in person and by and through her attorneys, Graydon W. Smith and Leonard H. Jacob of Twin Falls, Idaho, and the defendant not appearing in person or by an attorney; and

It appearing to the Court that regular and proper service of summons and complaint has been made upon defendant, and the defendant having failed to make an appearance or answer in said cause within the time allowed by law, and his default having been duly entered herein, the Court does hereby confirm said default and approve the same;

WHEREUPON, testimony was introduced herein by the plaintiff and the Court being fully advised in the premises found that the allegations of plaintiff's complaint were true and supported by substantial competent evidence; and that the plaintiff for more than six weeks prior to the commencement of this action was a bona fide resident of the State of Idaho;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

That plaintiff is entitled to a divorce upon the grounds stated in her complaint, and that the bonds of matrimony heretofore existing between plaintiff and defendant should be and are hereby dissolved.

Dated October 21, 1949.

DISTRICT JUDGE

INDEXED

COMPARED

INDEXED

Case No. 3226

DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

FILED OCT 25 1949

Mabel A Beveridge
CLERK

BY Deborah Worthington
DEPUTY CLERK

Judge 6 Page 102

X

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME.

Arley R. Peterson,
Plaintiff,
vs.
Elizabeth Peterson,
Defendant,

107213

DECREE.

The above entitled matter came on regularly to be heard in chambers at Twin Falls, County of Twin Falls, State of Idaho, before the undersigned Judge of the above entitled District Court upon the complaint of plaintiff herein taken as confessed by the defendant. Wayne A. Barclay appeared as counsel for plaintiff and no person appearing as counsel for defendant and the defendant not being present in Court and it appearing to the Court that legal and proper service of summons and complaint had heretofore been mad e upon said defendant; that said defendant is in default and that the default of the said defendant has been duly and regularly entered, the cause proceeded to trial;

Testimony in behalf of plaintiff was presented and proofs taken herein and the testimony being closed, the matter was submitted to the Court for his decision and the Court being fully advised in the premises and it appearing to the Court that all of the material allegations of plaintiff's complaint are sustained by testimony free from all legal objections and exceptions as to its competency, admissability and sufficiency and that said matters so alleged and proved are sufficient in law to enable plaintiff to obtain the relief prayed for in his complaint; that plaintiff was a bona fide resident of the state of Idaho for more than six full weeks immediately preceeding the commencement of this action; that there are presently living, as the issue of the marriage of plaintiff and defendant, two minor children, namely a daughter, Karen

Lee Peterson of the age of four years and a son, Ronnie Peterson of the age of two years; that plaintiff and defendant have acquired, as community property, real estate described as Lot Nine, Block Fifty-four, Jerome Townsite, Jerome County, Idaho, together with certain house-hold goods and that plaintiff is entitled to a decree of divorce as prayed in his complaint.

IT IS ORDERED, ADJUDGED AND DECREED:

That the marriage of plaintiff, Arley R. Peterson, and defendant, Elizabeth Peterson, be dissolved and set aside and that the same is hereby dissolved and set aside accordingly and that the parties are and each of them is hereby freed and absolutely released from the bonds of matrimony and all of the obligations thereof

That plaintiff be and he is hereby awarded the absolute care, custody and control of the minor children of plaintiff and defendant, namely Karen Lee Peterson and Ronnie Peterson. Subject to defendant's right of visitation at reasonable times.

That plaintiff be and he is hereby awarded the community real estate of plaintiff and defendant described as Lot Nine, Block Fifty-four, Jerome Townsite, Jerome County, Idaho, and the personal property mentioned in plaintiff's complaint of file herein.

Dated this 28th day of October, 1949.

Kales E. Lowe
District Judge.

COMPARED
INDEXED

Case No. 3227
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED OCT 31 1949
Mabel A. Rice
CLERK
BY Deborah Worthington
DEPUTY CLERK

Book 6 Judg Page 108

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

Virginia Clevenger,	)	107212
Plaintiff,	)	
-vs-	)	DECREE
Joseph Clevenger,	)	
Defendant	)	

The above-entitled matter came on regularly to be heard in chambers at Twin Falls, County of Twin Falls, State of Idaho, before the Honorable Kales E. Lowe, a Judge of the above-entitled Court upon the complaint of plaintiff herein taken as confessed by the defendant. Wayne A. Barclay appearing as counsel for plaintiff and no person appearing as counsel for defendant and the defendant not being present in Court and it appearing to the Court that legal and proper service of summons and complaint had heretofore been made upon said defendant; that the said defendant is in default and that the default of the said defendant has been duly and regularly entered, the cause proceeded to trial;

Testimony in behalf of plaintiff was presented and proofs taken herein and the testimony being closed, the matter was submitted to the Court for his decision and the Court being fully advised in the premises and it appearing to the Court that all of the material allegations of plaintiff's complaint are sustained by testimony free from all legal objections and exceptions as to its competency, admissability and sufficiency and that said matters so alleged and proved are sufficient in law to enable plaintiff to obtain the relief prayed for in her complaint; that plaintiff was a bona fide resident of the State of Idaho for more than six full weeks immediately preceding the commencement of this action; that there are no living children as the issue of

the marriage of plaintiff and defendant and that there is no community property belonging to the parties hereto to be assigned by the Court in this action and that plaintiff is entitled to a decree of divorce as prayed in her said complaint;

IT IS ORDERED, ADJUDGED AND DECREED:

That the marriage of the said plaintiff, Virginia Clevenger, and the said defendant, Joseph Clevenger, be dissolved and set aside and that the same is hereby dissolved and set aside accordingly and that the said parties are, and each of them is hereby freed and absolutely released from the bonds of matrimony and all of the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said plaintiff be and she is hereby restored her maiden name of Virginia Stacy.

Done in chambers at Twin Falls in Twin Falls County, State of Idaho, this 28th day of October, 1949.

Kales E. Lowe
District Judge

COMPARED

INDEXED

Case No. 3229
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED OCT 31 1949
Mabel A Beveridge
CLERK
BY Deborah Worthington
DEPUTY CLERK

Book 6 Judg Page 107

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

14300

OCT 27 1949

ALTA M. BOGENREIF,

Plaintiff,

-vs-

JAMES V. BOGENREIF,

Defendant.

DECREE OF DIVORCE

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after acceptance of summons and acknowledgment thereof in writing; and the defendant's default having been entered; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Alta M. Bogenreif, and defendant, James V. Bogenreif, be and the same are hereby set aside and held for naught, and plaintiff, Alta M. Bogenreif, is granted a decree of absolute divorce from defendant, James V. Bogenreif, on the ground of mental suffering, amounting to extreme cruelty.

Dated at Coeur d'Alene, Kootenai County, State of Idaho this _____ day of October, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above entitled Court hereby certify that the foregoing to be a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this _____ day of October, 1949.

Clerk

By _____
Deputy

(Seal)

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

Amelia J. Scott.

11541

MARIE GROSSKLAUS, :
Plaintiff, :
vs. : DECREE
ERWIN GROSSKLAUS, :
Defendant. :

THIS MATTER having come on regularly for hearing before the undersigned Judge of the above entitled Court, on the 3rd day of October, 1949; plaintiff appearing in person and by her attorney, Wm. S. Hawkins; the defendant having been personally served with a true and correct copy of the Complaint and Summons, and his default having been duly and regularly entered and filed herein; the plaintiff being duly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted in connection with her residence; the Court having heard and considered all of the evidence introduced and being duly and fully advised in the premises, and having made its Findings of Fact and Conclusions of Law herein; now, therefore, it is

ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the bonds of matrimony heretofore and now existing between the plaintiff and defendant, be, and the same are, hereby dissolved and set aside and the plaintiff is hereby granted an absolute decree of divorce upon the ground of Extreme Cruelty, from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff's maiden name of MARIE FISCHER, is hereby restored to her.

Done in open Court, this 3 day of October, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 3 day of October, 1949.

Jas. A. Foster
Clerk

By: Attwilla V. Scott
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

****

LUCILLE McFARLAND)
Plaintiff,)
vs.)
VICTOR McFARLAND)
Defendant,)

OCT 5 1949

DECREE OF DIVORCE

14509

*****

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on this 5th day of October 1949, before the Honorable E. V. Boughton, one of the Judges of the above entitled Court and it appearing from the records in said cause that the defendant had been duly and regularly served with process and Harry Kinsey his attorney entered his appearance in said cause by filing a demurrer and written stipulation waiving the entry of findings of fact and conclusions of law and waiving any further time or notice of the time and place of trial and consenting thatsaid demurrer might be overruled and said cause set for hearing and the plaintiff appearing in person and being represented by her attorney Harold S. Purdy, and the defendant not being present or being represented by counsel whereupon witnesses were sworn and testified on behalf of plaintiff, NOW THEREFORE

IT IS ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Lucille McFarland and Victor McFarland be, and the same hereby are set aside and held for naught and plaintiff is granted a decree of absolute divorce from said defendant upon the grounds of extreme cruelty.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff

be decreed as her sole and separate property all of plaintiff's and defendant's interest in the partnership of the Bon Air Club including the furniture, fixtures, equipment, good will and interest in the lease of said premises in which the Bon Air Club occupied.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff be restored her maiden name of Lucille Mancheni.

Dated at Coeur d'Alene, Idaho, this 5th day of October 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Lucille McFarland vs. Victor McFarland now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 5th day of October 1949.

Clerk

By
Deputy

7736

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

CARRIE S. SWANSON,
Plaintiff,
v.
GERALD SWANSON,
Defendant.

14483

OCT 5 1949

DECREE

The above-entitled action coming regularly on for trial in the above-entitled court, H. S. Sanderson appearing for the plaintiff and the defendant appearing not, and the court finding that the defendant was duly, personally served within the State of Idaho, which said personal service upon the defendant was had by leaving in his hands a copy of the summons and complaint on file in said action in the County of Kootenai, State of Idaho, on the 2nd day of September, 1949, and that the defendant accepted personal service of the summons and complaint on the 2nd day of September, 1949, which acceptance of service is on file herein; that more than twenty days have elapsed since the service of said summons and complaint upon the defendant, and the court finds that the defendant has failed, neglected and refused to answer, demur, plead or enter an appearance in said cause except for the acceptance of service herein referred to, and the default of the defendant for such failure having been duly entered by the Clerk of this court; and the court finding that the defendant is in default, and the court having heard and considered the proofs and evidence of the plaintiff and having made and entered its findings of fact and conclusions of law;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff be and hereby is granted an absolute divorce from the defendant forever dissolving the bonds of matrimony heretofore and up until this time existing between the plaintiff and defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be and hereby is awarded the permanent care, custody and control of said minor child, Peter Jaxon Swanson, and that the defendant pay Thirty ($30.00) Dollars per month to the plaintiff for the support of said child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay to the plaintiff the sum of One Hundred Sixty-Five Dollars for plaintiff's counsel fees and costs of this action.

Done in open court this 5th day of October, 1949.

E. W. Braughton
District Judge

OCT 7 1949

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

Alberta J. Scott

14502

ROBERT J. MATTHEWS,
Plaintiff,

vs.

BERNICE L. MATTHEWS,
Defendant.

D E C R E E

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with his attorney, C. J. Hamilton, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service of the Summons, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's complaint, and that Findings of Fact and Conclusions of Law have been waived herein.

NOW, THEREFORE, on motion of C. J. Hamilton, attorney for Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, Robert J. Matthews, and the Defendant, Bernice L. Matthews, be, and the same hereby are vacated, dissolved and set aside on the ground of adultery ~~extreme cruelty~~.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of two minor children, namely NAOMI MATTHEWS and DOUGLAS MATTHEWS be awarded to the Plaintiff; that the care, custody and control of the other minor child, namely ROBERT JAMES MATTHEWS, be awarded to the Defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that all of the community property, real and personal, to-wit:

Lot Eleven and Twleve (11 and 12), Block Four (4) Koesmeyer Addition, to the city of Coeur d'Alene.

One 1939 Nash Sedan

Household furniture

be, and the same hereby is decreed to the Plaintiff as his sole and separate property.

Done in open Court this 7th day of October, A.D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

STATE OF IDAHO)
(ss
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of ROBERT J. MATTHEWS, plaintiff, versus BERNICE L. MATTHEWS, defendant, now on file in the above entitled action.

WITNESS my hand and the seal of said Court on this the 7th day of October, A.D., 1949.

Jas. A. Foster
Clerk

COPY

7738

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

BERNICE FOUT,) No. 14506
Plaintiff,
vs. (OCT 7 1949 DECREE
ELTON EUGENE FOUT,
Defendant.)

This cause having been heard before the undersigned Judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived under Section 10-304, I. C.; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). Plaintiff is hereby restored to her former name of Bernice Skerston.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 7th day of October, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7739

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

LOLA L. THEIS,

Plaintiff,

-vs-

SAM C. THEIS, Jr.,

Defendant.

14493

OCT 7 1949

DECREE OF DIVORCE

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after acceptance of summons and acknowledgment thereof; and the defendant's default having been entered; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Lola L. Theis, and defendant, Sam C. Theis, Jr., be and the same are hereby set aside and held for naught, and plaintiff granted a decree of absolute divorce from defendant on the ground of mental suffering, amounting to extreme cruelty; that the care and custody of Teresa Lyn Theis, the minor child of plaintiff and defendant shall be and hereby is awarded to plaintiff; and defendant is to contribute for the support and maintenance of said minor child not less than $50.00 per month, and defendant shall in addition thereto defray all reasonable expenses of doctor and dentist bills required by said child during minority; reserving right of reasonable visitation to defendant.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 7 day of October, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,) ss
County of Kootenai.)

I Jas. A. Foster, Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office

WITNESS my hand and the seal of said Court this 7 day of October, 1949.

(Seal)

Jas. A. Foster Clerk

By _____ Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

PEARL TASHOS,)
Plaintiff,)
vs.)
CHRIST TASHOS,)
Defendant.)

14498 OCT 7 1949

D E C R E E

This matter having come on regularly to be heard on this 7th day of October, 1949, before the undersigned District Judge, Plaintiff appearing in person and being represented by her attorney, Maxine Whitney, and defendant not appearing either in person or by counsel, and the defendant having been duly and regularly served with a true and correct copy of the complaint and summons herein on the 14th day of September, 1949, at Rochester, County of Thurston, State of Washington, and affidavit of service being on file in the above-entitled Court; the plaintiff and her witness having been duly and regularly sworn and examined, testified on behalf of plaintiff in support of the allegations of her complaint and corroborative evidence having been submitted as to the residence of said plaintiff; the Court having heard and considered all the evidence introduced, and being fully advised in the premises and having made its findings of fact and conclusions of law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the grounds of extreme cruelty, now, therefore, upon motion of Maxine Whitney, attorney for plaintiff,

IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, Pearl Tashos, and the defendant, Christ Tashos, be and the same are hereby dissolved and set aside upon the grounds of extreme cruelty.

Dated and done at Coeur d'Alene, Idaho, this 7th day of October, 1949.

O. C. Wilson

District Judge

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

VENUS REBECCA JARED,
Plaintiff,
vs.
WILLIAM EVERT JARED,
Defendant.

No. 14516

OCT 7 1949

DECREE

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 10-304 Idaho Code; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service, as shown by the records herein.

3. It is for the best interests of the children of the parties, i. e., Dixie Luella, daughter, aged 7 years, and William Evert, Jr., son, aged 6 years, that they remain with their mother, the plaintiff herein, during their minority or dependency, and said plaintiff is hereby awarded the full and complete custody of said minor children.

4. The marriage contract between plaintiff and defendant is

hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of grievous mental suffering and extreme physical cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 7th day of October, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 7th day of October, 1949.

Jas. A. Foster
Clerk

By_____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

MILDRED NORTON, Plaintiff, vs. JOSEPH NORTON, Defendant.

No. 14500

DECREE

OCT 11 1949

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under Sec. 7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Plaintiff is restored to her former name of Mildred Kelson.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 11 day of October, 1949.

District Judge

(SEAL)

ATTEST:

Jas. A. Foster
Clerk, District Court

By
Deputy

7743

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

14463

JOSEPHINE M. SHEPARD, (No. _____

Plaintiff,

OCT 11 1949

vs.) DECREE

THEODORE H. SHEPARD,

Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §10-304 I.C.; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The parties hereto shall have equal rights and responsibilities as respects the custody of Barbara Jo, aged about 14, the

only child of the marriage, leaving the choice of custodian with the said daughter, who is sensible and mature enough not to abuse that right; the party hereto having the custody to be solely responsible, during the custodial period, for the support, maintenance and/or education of the child.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 11th day of October, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

MAXINE RUTH TAYLOR, (No. 14491
Plaintiff,
vs.) DECREE
DANIEL JOSEPH TAYLOR,
Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §10-304 I.C.; now, therefore,

IT IS HEREBY DECREED THAT:

(1). The defendant is in default herein, after due service, as shown by the records herein.

(2). The marriage between plaintiff and defendant, ceremoniously performed at Buffalo, Minnesota, April 21, 1948, is hereby annulled; the proofs adduced and on file herein establishing that plaintiff, at the time of the marriage, was only 17 years of age, having been born January 28, 1931, and therefore being under the age of legal consent and such marriage was contracted without the consent of her parents or guardians or persons having charge of her and that she has not, after attaining the age of consent, freely or at all cohabited with the defendant as husband and wife or otherwise, the Minnesota statute in

effect at the time of the contract of marriage and now (Minnesota Statutes, 1945, $517.08) requiring the plaintiff to have been of the age of 18 years in applying for and being married in the absence of consent on the part of parents or guardians, the parties having separated ten days after such marriage and remained separate and apart after said ten days.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 11 day of October, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7745

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

Filed 1944 Alberta A. Scott

BARBARA ANN RIPPETOE,

Plaintiff,

vs.

THOMAS K. RIPPETOE, JR.,

Defendant.

DECREE

14369

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her Attorney, E. T. KNUDSON, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the summons in this cause has been made upon the Defendant by personal service within the State of Idaho, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of E. T. KNUDSON, Attorney for the Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, BARBARA ANN RIPPETOE, and the Defendant, THOMAS K. RIPPETOE, JR., be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor child of these parties, to-wit: a son named THOMAS MICHAEL RIPPETOE, is hereby awarded to the Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant shall pay to the Plaintiff for the maintenance and support of the minor child of these parties the sum of $50.00 per month from this date forward.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant pay to the Plaintiff the additional sum of $120.00 as attorneys fees and suit money allowed herein.

Done in open Court this 14th day of October, A. D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court on the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of theDistrict Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of BARBARA ANN RIPPETOE, Plaintiff, versus THOMAS K. RIPPETOE, JR., Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the_____ day of October, A. D., 1949.

Jas. A. Foster
Clerk

By:_____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

GLADYS L. GORDON	)	
Plaintiff,	)	14514
vs.	)	D E C R E E
GEORGE L. GORDON	)	
Defendant.	)	

FILED ... 1949 JAS. A. FOSTER

The above entitled cause came on regularly for trial in open court this 12th day of October, 1949; plaintiff appearing in person and by her attorney, Sidney E. Smith, a member of the firm of Elder, Elder & Smith; and the court finding that due and legal service has been made upon the defendant, the defendant having failed to appear and answer plaintiff's complaint and the default having been duly entered; and that the defendant is not now and has not been during the pendency of this action, a member of the armed forces of the United States; and the court having heard the evidence of the plaintiff and having entered its Findings of Fact and Conclusions of Law herein, wherein it is ordered that judgment and decree be entered in favor of the plaintiff and against the defendant;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I

That the plaintiff has been a resident of the State of Idaho for six full weeks next preceding the commencement of this action.

II

That the bonds of matrimony heretofore existing between the plaintiff, GLADYS L. GORDON, and the defendant, GEORGE L.

GORDON, be and the same are hereby wholly and forever dissolved, and the parties are released each from the other and from all matrimonial obligations, and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant on grounds of extreme cruelty.

III

That the defendant pay the sum of $40.00 per month to the plaintiff for the care and maintenance of the minor child, Carol Hope, age 15, and such sum is due and payable on the 15th day of October, 1949, and on the same day of each succeeding month during the minority of said child. said payments to be made to the Clerk of this District Court

That the custody of the child, Carol Hope, age 15, is awarded to the plaintiff.

V

That there be awarded to the defendant as his sole and separate property the following described property, to-wit:

Real property in Kootenai County, Idaho, described as follows:

Lots four (4) and five (5) of Section One (1) Township Fifty (50) North Range four (4) West Boise Meridian.

All of the household goods, furniture and fixtures situated on the above described premises except a piano which is owned by the daughter of the parties, namely Carol Hope Gordon.

O. E. Wilson
Judge of the District Court

7747

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE

MARY SPOELSTRA, (
Plaintiff,)
vs. (
CLEO SPOELSTRA,)
Defendant. (

No. 4442

DECREE

FILED
STATE OF IDAHO
OCT 12 1949
[illegible]

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under Sec. 7-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein; defendant is not liable for any further court costs or attorney fees.

(3) Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Plaintiff is restored to her former name of Mary Mason.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 12th day of October, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By
Deputy

COPY 7748

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

JEAN ROBBINS,)
Plaintiff, (
vs.)
DARELL ROBBINS, (
Defendant.)

No. 14520

DECREE

FILED OCT 12 1949
U.S. A. FORTNEY

This cause having been heard before the undersigned Judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under Sec. 10-304, I. C.; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). The custody of Basil Darl Robbins, aged approximately five, and the only child of the parties, is beyond the jurisdiction

of this court as is the disposition of the community property.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 12th day of October, 1949.

O. C. Wilson
District Judge

(SEAL)

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7749

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

WILLIAM M. MORGAN,
Plaintiff,
vs.
BETTY MAY MORGAN,
Defendant.

No. 14525

OCT 13 1949

DECREE

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 10-304 Idaho Code; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service, as shown by the records herein.

3. The plaintiff be, and is hereby, awarded the care, custody and control of William M. Morgan, Jr. and Joseph Morgan, minor sons of the parties.

4. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 13th day of October, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 13th day of October, 1949.

Jas. A. Foster
Clerk

By_____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

******

BEATRICE GILLILAND)
Plaintiff,) 14517
vs.) DECREE OF DIVORCE
RAYMOND VANCE GILLILAND)
Defendant,)

OCT 13 1949

******

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 13th day of October 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being rppresented by her attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Beatrice Gilliland plaintiff and Raymond Vance Gilliland defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of desertion.

Dated at Coeur d'Alene, this 13th day of October 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Beatrice Gilliland vs. Raymond Vance Gilliland now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 13th day of October 1949.

Jas. A. Foster
Clerk

By _____
Deputy

7751

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

SHIRLEY JEAN CRUM,

Plaintiff,

-vs-

JAMES K. CRUM,

Defendant.

14330

OCT 17 1949

DECREE OF DIVORCE

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer demur or plead within the time allowed by law after acceptance of summons and waiver by reason of military service; and defendant's default having been entered; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of the plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bond of matrimony existing between plaintiff, Shirley Jean Crum, and defendant, James K. Crum, be and the same are hereby set aside and held for naught, and plaintiff, Shirley Jean Crum, is granted a decree of absolute divorce from defendant, James K. Crum, on the ground of mental suffering, amounting to extreme cruelty; that plaintiff's maiden name, Shirley Jean Goodfaster, shall be and hereby is restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 14th day of October, 1949.

D. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 17th day of October, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

OCT 17 1949

JAS. A FOSTER

WILBUR RAY, as father of DELLA RAY, a minor Plaintiff, vs. ROMAYNE KNUTSON Defendant.	14515 D E C R E E

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with his attorney, C. J. Hamilton, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service of the Summons, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's complaint, and that Findings of Fact and Conclusions of Law have been waived herein.

NOW, THEREFORE, on motion of C. J. Hamilton, attorney for plaintiff,

IT IS, BY THE COURT, ORDERED ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the plaintiff, Della Ray, and the defendant, Romayne Knutson, be, and the same hereby are dissolved, annuled and set aside on the ground that the plaintiff Della Ray, a minor, was married without the written consent of her father, her legal guardian.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the maiden name of the plaintiff, Della Ray, be and the same hereby is restored.

Done in open Court this 17 day of October, A.D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

STATE OF IDAHO)
(ss
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of Wilbur Ray, as father of Della Ray, a minor, plaintiff, versus Romayne Knutson, defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of this Court on this the 17 day of October, A.D., 1949.

Jas. A. Foster
Clerk

7753

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

OCT 17 1949

JACKIE BYRD,

Plaintiff,

-vs-

TRUBY BYRD,

Defendant.

14373

DECREE OF DIVORCE

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after acceptance of summons and acknowledgment thereof in writing; and the defendant's default having been entered by order of the Court; the plaintiff appearing in person and by her attorney Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Jackie Byrd, and defendant, Truby Byrd, be and the same are hereby set aside and held for naught, and plaintiff, Jackie Byrd, is granted a decree of absolute divorce from defendant, Truby Byrd, on the ground of mental suffering, amounting to extreme cruelty; that plaintiff's maiden name, Jackie Miligan, shall be and hereby is restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 17th day of October, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 17th day of October, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

7754

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

OCT 18 1949

MAE MADELINE HALVORSEN,
Plaintiff,
-vs-
HALVOR A. HALVORSEN,
Defendant.

14524

DECREE OF DIVORCE

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after acceptance of summons and acknowledgment thereof in writing; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of the plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Mae Madeline Halvorsen, and defendant, Halvor A. Halvorsen, be and the same are hereby set aside and held for naught, and plaintiff, Mae Madeline Halvorsen, granted a decree of absolute divorce from defendant, Halvor A. Halvorsen, on the ground of mental suffering, amounting to extreme cruelty.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 18 day of October, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 18 day of October, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

7755

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

OCT 19 1949

EDISON J. RATHBONE,

Plaintiff,

vs.

VIOLETTE L. RATHBONE,

Defendant.

No. _____

D E C R E E

14530

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 10-304 Idaho Code; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service, as shown by the records herein.

3. The defendant be, and is hereby, restored to her former name of Violette L. Haman.

4. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 19th day of October, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 19th day of October, 1949.

_____
Clerk

By_____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

MARTHA TAYLOR,	:	14551 OCT 21 1949
Plaintiff,	:	
vs.	:	D E C R E E
CYRUS W. TAYLOR,	:	
Defendant.	:	

This matter having come on regularly to be heard this 21st day of October, 1949, before the undersigned District Judge, the plaintiff appearing in person and being represented by her attorney, Wm. S. Hawkins, and the defendant not appearing either in person or by counsel, the defendant having admitted and acknowledged service of a true and correct copy of the Complaint and Summons herein on October 21, 1949, and his acceptance of service being on file in the above entitled Court, and having filed herein his answer and waiver of notice of time and place of hearing said action on its merits, and the plaintiff and her witness having been duly and regularly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted as to the residence of said plaintiff, the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the ground of Extreme Cruelty dissolving the bonds of matrimony existing between the plaintiff and defendant.

NOW THEREFORE, on motion of Wm. S. Hawkins, attorney for the plaintiff,

IT IS BY THIS COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, MARTHA TAYLOR and the defendant CYRUS W. TAYLOR, be, and the same are hereby vacated, dissolved and set aside upon the ground of EXTREME CRUELTY.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff owns as her sole and separate property together with the rents, issues and profits thereof the following described real property, to-wit:

W½ of Tract 181, Hayden Lake Irrigated Tracts, Kootenai County, Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff's name prior to this marriage of MARTHA RINIKER be, and the same is hereby restored to her.

Done in open Court this 21st day of October, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 21st day of October, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

LAVONNA ZIMMERMAN
Plaintiff,
vs.
THEODORE ZIMMERMAN
Defendant.

14534

OCT 21 1949

DECREE

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her attorney C. J. Hamilton, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service of the Summons, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and that Findings of Fact and Conclusions of Law have been waived herein.

NOW THEREFORE, on motion of C. J. Hamilton, attorney for Plaintiff,

IT IS, BY THE COURT ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the plaintiff, LAVONNA ZIMMERMAN and the defendant, THEODORE ZIMMERMAN, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor children of these parties, to-wit: THEODORE ZIMMERMAN and KATHLEEN ZIMMERMAN are hereby awarded to the plaintiff, with the right of reasonable visitation by the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant release to the plaintiff all of the plaintiff's personal belongings.

Done in open Court this 21st day of October, A.D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

STATE OF IDAHO)
(ss
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of LAVONNA ZIMMERMAN, plaintiff, versus THEODORE ZIMMERMAN, defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 26 day of October, A.D., 1949.

Jas. A. Foster
Clerk

14468 7758

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

RAYMOND C. KRAUSE, Plaintiff,	)	
vs.	)	DECREE OF DIVORCE
HELEN E. KRAUSE, Defendant.	)	

Sue Langford

This cause came regularly on for hearing this day before the undersigned Judge of the above entitled Court, defendant having been duly and regularly served with process herein, and having failed to appear, plead, answer or demur to the complaint of plaintiff, within the time provided by law, or at all, and the default of said defendant for such failure to appear, plead, answer or demur having been duly and regularly entered herein, plaintiff appearing in person and by his attorneys, McFarland & McFarland, and no one for defendant, whereupon witnesses were sworn and testified, and documentary evidence introduced on behalf of plaintiff, and I, the Judge of said Court, having made and entered herein my Findings of Fact and Conclusions of Law in favor of plaintiff and against defendant,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby set aside, and plaintiff, Raymond C. Krause, be, and he is hereby granted an absolute divorce from the defendant, Helen E. Krause.

Dated this 21st day of October, 1949.

O. C. Wilson
Judge of the District Court

7759

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

RALPH C. SCHWAB,
Plaintiff,
-vs-
MAUDE SCHWAB,
Defendant.

14488

OCT 21 1949

DECREE OF DIVORCE

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after legal publication of summons; and the defendant's default having been entered; the plaintiff appearing in person and by his attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Ralph C. Schwab, and defendant, Maude Schwab, be and the same are hereby set aside and held for naught, and plaintiff, Ralph C. Schwab, granted a decree of absolute divorce from defendant, Maude Schwab, on the ground of extreme cruelty.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 21st day of October, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above entitled Court hereby certify that the foregoing to be a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 21 day of October, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

DOROTHY JEAN RIDGWAY,
Plaintiff,
vs.
ROBERT S. RIDGWAY,
Defendant.

14481

OCT 21 1949

D E C R E E

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her attorney, C. J. Hamilton, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the summons in this cause has been made upon the Defendant by personal service of the Summons, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's complaint, and that Findings of Fact and Conclusions of Law have been ~~expressly~~ waived herein.

NOW, THEREFORE, on motion of C. J. Hamilton, attorney for Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, DOROTHY JEAN RIDGWAY, and the Defendant, ROBERT S. RIDGWAY, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme mental cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody and control of the minor children of these parties, to-wit: ROBERT EDWARD RIDGWAY, DOROTHY LOUISE RIDGWAY and RANDI JEAN RIDGWAY are hereby awarded to the Plaintiff, with reasonable rights of visitation on the part of the Defendant, provided the Defendant is not in default in support payments.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant pay as support for each child the sum of $25 per month until January 1, 1951, and thereafter $50 per month as support for each child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Plaintiff be awarded the community household furniture free of liens or mortgages.

Done in open Court this 21st day of ~~September~~ October, A.D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

STATE OF IDAHO)
(ss
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of Dorothy Jean Ridgway, plaintiff, versus Robert S. Ridgway, defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 24 day of ~~September~~ octobe, A.D., 1949.

Jas. A. Foster
Clerk

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

VIOLA MELBY)
Plaintiff,)
vs.)
OSCAR MELBY)
Defendant.)

OCT 25 1949

DECREE

Alberta J. Scott

14550

The above entitled cause came on regularly for trial in open court this 25th day of October, 1949; plaintiff appearing in person and by her attorneys, Elder, Elder & Smith; and the defendant having appeared and filed his Answer to Plaintiff's Complaint and having filed herein a Stipulation authorizing the hearing of this cause at any time without further notice to defendant, and the matter having been set down for hearing; and the defendant is now now and has not been, during the pendency of this action, a member of the armed forces of the United States; and the court having heard the evidence of the plaintiff and having entered its Findings of Fact and Conclusions of Law herein, wherein it is ordered that judgment and decree be entered in favor of the plaintiff and against the defendant;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I

That the plaintiff has been a resident of the State of Idaho for six full weeks next preceding the commencement of this action.

II

That the bonds of matrimony heretofore existing between the plaintiff, VIOLA MELBY, and the defendant, OSCAR MELBY, be and the same are hereby wholly and forever dissolved, and the parties are released each from the other and from all matrimonial

obligations, and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant on grounds of extreme cruelty.

O. C. Wilson
Judge of the District Court

X

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

CATHERINE STAGNER,

Plaintiff,

vs.

VERNON E. STAGNER,

Defendant.

DECREE

14474

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with her Attorney, E. T. Knudson, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service upon the Defendant outside of the State of Idaho in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army, or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to

a Decree herein as prayed for in Plaintiff's Complaint and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of E. T. Knudson, Attorney for the Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the Plaintiff, CATHERINE STAGNER and the Defendant VERNON E. STAGNER be and the same hereby are vacated dissolved and set aside on the ground of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff be and she hereby is restored to her maiden name, to-wit: CATHERINE CLYNCH and to the status of an unmarried person.

Done in open Court this 27th day of October, A.D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: Alvita P. Scott
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of CATHERINE STAGNER, Plaintiff, versus VERNON E. STAGNER, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 27th day of October, A.D., 1949.

Jas. A. Foster
Clerk

By: Alvita P. Scott
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

MARY L. REASONER,
Plaintiff,
-vs-
CARL H. REASONER,
Defendant.

14457

OCT 27 1949

DECREE OF DIVORCE

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after legal publication of summons; and the defendant's default having been entered; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Mary L. Reasoner, and defendant, Carl H. Reasoner, be and the same are hereby set aside and held for naught, and plaintiff, Mary L. Reasoner, is granted a decree of absolute divorce from defendant, Carl H. Reasoner, on the ground of extreme cruelty; that plaintiff's former maiden name, Mary L. Parker, shall be and hereby is restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 27th day of October, 1949.

D. C. Wilson
District Judge

STATE OF IDAHO)ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above entitled Court, hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 27 day of October, 1949.

Jas. A. Foster
Clerk

(Seal)

BY _____
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

BETH M. WILSON,
Plaintiff,
-vs-
CHARLES L. WILSON,
Defendant.

No. 7407

Filed October 17 1949
at 4:20 o'clock P. M.
BESSIE BABCOCK, Clerk
By Rose Blanchard Deputy Clerk

D E C R E E

The above entitled cause came on regularly for hearing before the above entitled Court on this 5th day of April, 1949, the plaintiff, Beth M. Wilson, being present in person and by her attorneys of record, Estes & Felton. The defendant having been duly and regularly served with summons herein, and having failed to appear of record or in person, and his default for such failure having been duly and regularly entered, the Court received evidence relative to the allegations of the complaint herein, and being fully advised in the premises;

NOW, THEREFORE, it is hereby ordered, adjudged and decreed, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between Beth M. Wilson and Charles L. Wilson be, and the same hereby are, dissolved and the plaintiff is awarded an absolute decree of divorce.

It is further ordered, adjudged and decreed, and this does order, adjudge and decree, that the household furniture of the parties hereto be, and the same hereby is, awarded to the plaintiff, Beth M. Wilson, as her sole and separate property; and that the truck, chain saw and other logging equipment of the

parties hereto be, and the same hereby is, awarded to the defendant, Charles L. Wilson, as his sole and separate property.

DATED this 5th day of April, 1949.

A. L. MORGAN
Judge

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree *on file in my office.*
Dated at Moscow, Idaho, this 17 *day of* October *19* 49

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

JOHN H. HATHAWAY,) 10768

Plaintiff,)

vs.) DECREE

BEATRICE HATHAWAY,)

Defendant.)

FILED
9:00 O'CLOCK A M
OCT 26 1949
PHILIP WEINGERIER
Clerk of the District Court
By E. V. BECK, DEPUTY

This cause coming on regularly for hearing before the Honorable Leo McCarty, Judge of the above entitled court, on the 25th day of October, 1949, plaintiff appearing in person and being represented by his attorney of record herein, Thomas A. Madden, and the defendant having been duly and regularly served with process, and having failed to appear by answer, demurrer or other pleading, and the time for such appearance having fully expired, and said defendant being now in default, and her default having been entered herein, and evidence having been introduced, heard and considered, and it appearing therefrom that all allegations of plaintiff's complaint are true, and the court being now fully advised in the premises, and having heretofore made and entered its findings of fact and conclusions of law, does hereby render its decree as follows, to-wit:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage relationship heretofore existing between plaintiff and defendant, be, and the same is hereby dissolved, and plaintiff is hereby given and granted a decree of divorce from said defendant.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the property settlement agreement made by and between the parties hereto under date of October 10, 1949, be, and the same is hereby approved by this court, and the plaintiff having paid defendant or secured to defendant the sums so to

be paid to her by said plaintiff in accordance with said property settlement agreement, and having delivered to defendant all property set over to said defendant by the terms of said property settlement agreement, and the defendant likewise having executed conveyances of the remainder of the community property and delivered the same to plaintiff.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the household furniture of the parties, together with the cash sums paid to defendant by plaintiff, and the mortgage executed by plaintiff to defendant, be, and the same are hereby set over to said defendant as her sole and separate property, and that the following described property, to-wit: Lots Four (4) and Five (5), Block Twelve (12) of the Town of Winchester, according to the recorded plat thereof, all fixtures, machinery, equipment, merchandise, stock and accounts receivable, constituting a part of the locker plant and meat business and/or the grocery store and general merchandise store carried on in the building situate on the above described real property, and in the building situate on Lots One (1) and Two (2), Block Twelve (12), Village of Winchester, Idaho, and the 1940 Buick Sedan mentioned in the property settlement agreement, and any and all other community property of the parties, particularly including, lease hold interests, be, and the same and the whole thereof, is hereby in accordance with the terms of said property settlement agreement, set over to the plaintiff as his sole and separate property, and that said property settlement agreement, be, and the same is hereby approved in all respects and conditions as set forth therein.

Dated this 25th day of October, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above Court do hereby certify the foregoing to be a true and correct copy of the original decree in the above entitled cause as the same appears of file and of record in my office.
WITNESS my hand and official seal this 26th day of Oct., 1949.
PHILIP WEISGERBER, Clerk
By [signature]
Deputy

7766

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

WALTRAUD SINCLAIR, Plaintiff, -vs- DONALD ROBERT SINCLAIR, Defendant.

No. 7474

Filed October 1 19 49

at 9:45 o'clock A. M.

BESSIE BABCOCK, Clerk

By Dona Miller Deputy Clerk

D E C R E E

The above entitled action came on regularly for hearing this 1 day of ~~September~~ Oct., 1949, before the undersigned, A. L. Morgan, District Judge, the plaintiff appearing in person and by and through her attorney of record, Martin V. Huff, and the defendant not being present in Court either in person or by attorney; and

It appearing to the Court that service of process was accepted in writing by the defendant, Donald Robert Sinclair, on September 2, 1949; and

It further appearing that the said defendant has failed, neglected and refused to answer or demur to plaintiff's Complaint on file herein, and the default of said defendant having been duly entered according to law, and the plaintiff having introduced evidence on her behalf, and corroborating evidence having been introduced on behalf of plaintiff, which evidence is free and clear of all legal objections thereto, and the matter having been submitted to the Court and the Court being fully advised in the premises makes the following conclusions of law:

1. The Court has jurisdiction of the parties and subject matter of this action.

2. The plaintiff is entitled to a decree of absolute divorce dissolving the bonds of matrimony now existing between plaintiff and defendant and upon the grounds of extreme cruelty.

NOW, THEREFORE, upon motion of Martin V. Huff, attorney for plaintiff, that a decree be entered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage heretofore existing between the plaintiff, Waltraud Sinclair, and the defendant, Donald Robert Sinclair, be and the same is hereby dissolved, and the plaintiff, Waltraud Sinclair, is hereby granted a decree of absolute divorce from the defendant, Donald Robert Sinclair, upon the grounds of extreme cruelty, and the parties hereto are, after the entry of this decree, each restored to the status of single persons.

DONE this 1 day of ~~September~~ Oct., 1949.

A. L. MORGAN
District Judge.

STATE OF IDAHO, } ss
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original DECREE on file in my office.
Dated at Moscow, Idaho, this 1 day of October 1949

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rosa Blanchard Deputy

7767

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

GERTRUDE C. BRANN,
Plaintiff,
vs.
RUSSELL W. BRANN,
Defendant.

7471

Filed October 4 1949
at 10:25 o'clock A. M.
BESSIE BABCOCK, Clerk
By Rose Blanchard Deputy Clerk

DECREE OF DIVORCE

The above entitled matter came on regularly to be heard and tried before the Court this 4 day of October, 1949, the Plaintiff appearing in person and by her attorney of record, J. M. O'Donnell, and the Defendant appearing neither in person or by attorney.

On said hearing it appeared to the satisfaction of the Court that service of Summons was duly and regularly made by personal service as appears by the Affidavit of Service of Summons and Complaint filed herein, and the Defendant having failed to appear and answer said Complaint within the time allowed by law and his time for appearing having expired and the default of said Defendant having been entered according to law, and the Court having heard the testimony adduced on behalf of said Plaintiff and in support of her Complaint, and the cause having been finally submitted to the Court for decision, the Court finds that the allegations stated in Plaintiff's Complaint on file herein are true and supported by the evidence.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THIS COURT AS FOLLOWS:

That the bonds of matrimony heretofore existing between the above named Plaintiff, Gertrude C. Brann, and the above named Defendant, Russell W. Brann, be, and the same hereby are dissolved and the said parties, and each of them, are free from married relation.

Dated at Moscow, Idaho, this 4 day of October, 1949.

A. L. Morgan

JUDGE

STATE OF IDAHO, }
COUNTY OF LATAH } SS

I do hereby certify that the foregoing is a true copy of the original Decree of Divorce *on file in my office.*

Dated at Moscow, Idaho, this 4 *day of* Oct. 19 49

Bessie Babcock

Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

J. M. O'DONNELL, LAWYER
LATAH COUNTY ATTORNEY

7768

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

7468

BEAULAH LOGSDON,
Plaintiff,
vs;
TYRAH LOGSDON,
Defendant.

Filed October 5 1949
at 11:30 o'clock A. M.
BESSIE BABCOCK, Clerk
By Rose Blanchard Deputy Clerk

DECREE OF DIVORCE

The above entitled matter came on regularly to be heard and tried before the Court this 5th day of October, 1949, the plaintiff appearing in person and by her attorney of record, J. M. O'Donnell, and the Defendant appearing neither in person nor by attorney.

On said hearing it appeared to the satisfaction of the Court that service of Summons was duly and regularly made by personal service as appears by the Affidavit of Service filed herein, and the Defendant having failed to appear and answer said Complaint within the time allowed by law and his time for appearing having expired and the default of said Defendant having been entered according to law, and the Court having heard the testimony adduced on behalf of said Plaintiff and in support of her Complaint, and the cause having been finally submitted to the Court for decision, the Court finds that the allegations stated in Plaintiff's Complaint on file herein are true and supported by the evidence.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THIS COURT AS FOLLOWS:

(1) That the bonds of matrimony heretofore existing between the above named Plaintiff, Beaulah Logsdon, and the above named Defendant, Tyrah Logsdon, be, and the same hereby are

dissolved and the said parties, and each of them, are free from the married relation.

(2) That the Plaintiff be, and she is hereby awarded the custody of the minor child, Mary Lynn Logsdon, free from interference on the part of the defendant, provided that the defendant shall have a right of reasonable visitation of said child at the residence of the Plaintiff at reasonable times and places to be designated by said Plaintiff.

(3) That the Plaintiff be, and she is, hereby awarded the personal property described in the Complaint, to wit:

> Household goods at 720 Oak Street, Potlatch, Idaho, and an equity in swing recker, daveno, club chair, lamp, table radio, walnut table and six chairs, White electric sewing machine, Maytag washer, c & w range, Norge refrigerator, kitchen table and 4 chairs, walnut bedroom suite with vanity and bench, nite stand, bed with springs and mattress, vanity, chest of drawers.

as her sole and separate property.

(4) That the Defendant be, and he is, hereby ordered to pay the Plaintiff the sum of $75.00 per month for the support of the minor child during her minority.

(5) That the Defendant be, and he is, hereby ordered to pay the Plaintiff the sum of $75.00 per month for the support and maintenance of the Plaintiff and for her alimony, to continue until the death or remarriage of the Plaintiff.

(6) That the defendant be, and he is, hereby ordered to pay the Plaintiff's attorney fees and costs in the amount of $170.00.

Dated at Moscow, Idaho, this 5th day of October, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO,
COUNTY OF LATAH } SS

I do hereby certify that the foregoing is a true copy of the original Decree of Divorce on file in my office.
Dated at Moscow, Idaho, this 5th day of October 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho

By Rose Blanchard
Deputy

J. M. O'DONNELL, LAWYER
LATAH COUNTY, ATTORNEY

7769

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

PETE J. STUMP, Plaintiff, vs. JUANITA STUMP, Defendant.	7475 Filed October 14 1949 at 10:30 o'clock A. M. BESSIE BABCOCK, Clerk By Rose Blanchard Deputy Clerk

DECREE OF DIVORCE

The above entitled matter came on regularly to be heard and tried before the Court this 14th day of October, 1949, the Plaintiff appearing in person and by his attorney of record, J. M. O'Donnell, and the Defendant appearing neither in person or by attorney.

On said hearing it appeared to the satisfaction of the Court that service of Summons was duly and regularly made by personal service as appears by the Affidavit of Service of Summons and Complaint filed herein, and the Defendant having failed to appear and answer said Complaint within the time allowed by law and her time for appearing having expired and the default of said Defendant having been entered according to law, and the Court having heard the testimony adduced on behalf of said Plaintiff and in support of his Complaint, and the cause having been finally submitted to the Court for decision, the Court finds that the allegations stated in Plaintiff's Complaint on file herein are true and supported by the evidence.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THIS COURT AS FOLLOWS:

That the bonds of matrimony heretofore existing between the above named Plaintiff, Pete J. Stump, and the above named Defendant, Juanita Stump, be, and the same hereby are dissolved and the said parties, and each of them, are free from the married relation.

J. M. O'DONNELL, LAWYER
LATAH COUNTY ATTORNEY

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THIS COURT AS FOLLOWS:

That that certain marriage settlement agreement made and entered into by the respective parties on the 15th day of September, 1949, a copy of which is hereto attached and incorporated as a part of this decree by reference at this point, is hereby approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THIS COURT AS FOLLOWS:

That the Plaintiff be, and he is hereby awarded the following real property in Latah County Idaho, to-wit:

> The Southeast Quarter of the Northwest Quarter of Section Thirty-six, Township Forty-one (41), North of Range One (1) W.B.M. in Latah County, State of Idaho."

as his sole and separate property.

Dated at Moscow, Idaho, this 14th day of October, 1949.

A. L. Morgan

JUDGE

STATE OF IDAHO, }
COUNTY OF LATAH } ss

I do hereby certify that the foregoing is a true copy of the original Decree of Divorce on file in my office.
Dated at Moscow, Idaho, this 14 day of October 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

7770

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND LATAH COUNTY

JOSEPHINE CHANEY,
Plaintiff,
-vs-
LEWIS CARL CHANEY,
Defendant.

#7184
Filed October 22 1949
at 11:50 o'clock A. M.
BESSIE BABCOCK Clerk
By Rose Blanchard Deputy Clerk

DECREE OF DIVORCE

The above entitled action came on regularly to be heard and tried before the court sitting without a jury on the 22 day of October, 1949 and the plaintiff appearing in person and by her attorney, Jack McQuade and the defendant having made no appearance.

On said hearing it appearing to the satisfaction of the court that service of summons was duly made by personal service outside the State of Idaho as more fully appears from the affidavit of service of summons filed herein and the said defendant having failed to appear in answer the complaint of the plaintiff and the time for answering having expired and no appearance having been made by said defendant and no answer or demurrer having been filed by him, and the default of the said defendant, Lewis Carl Chaney, having been duly entered according to law and the court having heard the testimony introduced on behalf of her complaint, and the cause having been submitted to the court for its decision;

NOW, THEREFORE IT IS ORDERED ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, Josephine Chaney and Lewis Carl Chaney be, and the same are hereby dissolved and the parties are free from the marriage relationship.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be, and she is hereby awarded the care, custody and control of the minor children, Thomas Earl Chaney, and Anita Marlene Chaney.

IT IS STILL FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be, and she is hereby awarded the sum of $50 per month for her support and maintenance beginning October 1, 1947. And that she be, and is hereby awarded the additional sum of $50 per month for the support and maintenance of the minor children, issue of said marriage, beginning October 1, 1947.

DONE IN OPEN COURT This 22 day of October, 1949.

A. L. Morgan.
JUDGE

STATE OF IDAHO,
COUNTY OF LATAH } ss

I do hereby certify that the foregoing is a true copy of the original Decree of Divorce on file in my office.

Dated at Moscow, Idaho, this 22 day of October 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR LATAH COUNTY

JOSEPH E. TAYLOR, Plaintiff, -vs- WILDA M. TAYLOR, Defendant.	# 7482 Filed October 31 1949 at 9:30 o'clock A. M. BESSIE BABCOCK, Clerk By Rose Blanchard Deputy Clerk

DECREE OF DIVORCE

The above entitled action came on regularly to be heard and tried before the court sitting without a jury on the 31st day of October, 1949, and the plaintiff appearing in person and by his attorney, Jack McQuade, and the defendant having made no appearance.

On said hearing, it appearing to the satisfaction of the Court that service of summons herein was made by personal service outside the State of Idaho, as more fully appears from the affidavit of service of summons filed herein, and the said defendant having failed to appear and answer the complaint of the plaintiff and the time for answering having expired, and no appearance having been made by said defendant, and no answer or demurrer having been filed by her, and the default of the said defendant, Wilda M. Taylor, having been duly entered according to law and the Court having heard the testimony introduced on behalf of plaintiff and in support of his complaint, and the cause having been submitted to the Court for its decision;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between plaintiff, Joseph E. Taylor, and the defendant, Wilda M. Taylor, be, and the same are hereby dissolved, and the parties are free from the marriage relationship.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant be, and she hereby is awarded the care, custody and control of the minor child, Dwayne E. Taylor, subject to the right of the plaintiff to visit said minor child at reasonable times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the separation, alimony, and property settlement agreement made by the defendant and the plaintiff on the 23rd day of October, 1946, be, and the same hereby is approved as to the settlement of the property rights of the parties, alimony, support for the minor child and custody of the minor child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant be, and she hereby is, awarded the sum of $35.00 per month for the support and maintenance of the minor child, and the defendant is hereby ordered to pay said sum and he is also ordered to pay all hospital, doctor, medical and dental expenses incurred for said minor child including expenses for examination of said child's eyes and the purchase of glasses in the event the same should be required.

DONE IN OPEN COURT This 31st day of October, 1949.

A. L. MORGAN
JUDGE

STATE OF IDAHO, } ss
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree of Divorce on file in my office.
Dated at Moscow, Idaho, this 31 day of Oct. 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

4

7772

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEWIS

H. J. COLLINS,

Plaintiff,

vs.

MAUDIE A. COLLINS,

Defendant

1466

FILED
AT 1 P M.
Sept. 26, 1949
W. R. Emerson.
Clerk of District Court
By
Deputy

DECREE OF DIVORCE

This cause having come on duly and regularly for trial in Chambers on Friday, September 23, 1949, at the hour of 10 o'clock A. M., at Lewiston, Nez Perce County, Idaho, before the Honorable Leo McCarty, Judge of the above entitled Court, pursuant to the written stipulation entered into between the attorneys of record for the respective parties, and which stipulation has been regularly filed herein, plaintiff appearing in person and by and through his attorney of record, and the defendant appearing by and through her attorneys of record, and the Court having heard the evidence, both oral and documentary, introduced, and being fully advised as to the facts and the law, and having made and entered its Findings of Fact and Conclusions of Law,

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY ORDERED, ADJUDGED and DECREED that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and they are hereby dissolved and the plaintiff is granted an absolute decree of divorce from the defendant upon the grounds of cruelty.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the plaintiff be and he is hereby ordered and directed to pay to the defendant, Maudie A. Collins, who is also known as Maudie M. Collins, the sum of $300.00 per month commencing as of October, 1949, and continuing thereafter until further order of the Court, said payments to be made by the plaintiff to the defendant between the 1st and 10th

of each month.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the plaintiff be and he is hereby ordered and required to keep and maintain in full force and effect $20,000.00 of life insurance made payable to the defendant herein as beneficiary; the said policy of insurance to be delivered to the defendant and retained by her; the premiums on said insurance to be paid by the plaintiff so long as he remains in the military service of the United States, and, upon his retirement, the premiums on said life insurance shall be paid by the defendant.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that neither party to this action, nor the community composed of the parties to this action, have acquired any property during the existence of said marriage, save and except the personal property in the possession of each; that the personal property in the possession of each of the parties to this action is hereby awarded and set over to the party having the same in his or her possession.

DONE in Chambers at Lewiston, Idaho, this 23rd day of September, 1949.

Leo McCarty
District Judge

STATE OF IDAHO,)
: SS.
County of Lewis)

I, W. R. Emerson, hereby certify the above is a true and exact copy of the original now on file in my office under No. 1466, Register of Actions.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this the 26th day of Sept. 1949

W R Emerson
Clerk of the District Court,
Lewis County, Idaho.

2741

7773

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

Thomas G. Smith, Plaintiff,	)	
vs.	)	DECREE OF DIVORCE
MADGE SMITH, Defendant.	)	

This matter came on regularly to be heard and tried by the court on the 25th day of October, 1949, upon plaintiff's complaint and a written Stipulation, General Appearance and Waiver entered into between plaintiff and defendant which is on file herein wherein the defendant entered her appearance waiving time in which to appear or answer plaintiff's complaint; that default has been entered herein against the defendant.

Plaintiff was present in court represented by his counsel, Mary Smith and W. Lloyd Adams of Rexburg, Idaho, and the defendant did not appear either in person or by attorney.

The plaintiff, Thomas G. Smith, and Blaine McFarland were sworn and testified on behalf of plaintiff and it appearing that the plaintiff has been a resident of the Stateof Idaho for more than six full weeks prior to the commencement of this action and that defendant has been guilty of extreme cruelty toward plaintiff, and

It further appearing that the parties hereto have entered into a stipulation agreement regarding the custody of their minor children and their property rights and that said stipulation should be allowed and approved, and

It further appearing that all the allegations and avertments in plaintiff's complaint are true.

NOW, THEREFORE, on motion of plaintiff's attorneys, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between Plaintiff, Thomas G. Smith, and

defendant, Madge Smith, be and the same is forever dissolved, set aside and held for naught and the plaintiff and defendant, and each of them, is, and they are hereby forever absolutely released and discharged from the obligations thereof and each of them is hereby restored to the status of a single person.

2. Plaintiff is hereby awarded the custody, care and control of the minor children, Samuel Graydon Smith and Thomas Ned Smith, subject to defendant's right to visit said children at reasonable times.

3. The plaintiff is hereby awarded as his sole and separate property for his separate use and benefit the following described property:

> Household goods and furniture; 1941 Dodge car; 80 acres under lease from Edna Powell, together with the lessees share of said crops growing thereon, subject to all community obligations which the plaintiff has assumed and agreed to pay.

4. Defendant is hereby awarded the sum of $1,000.00 for her interest and equity in the community property and the defendant is hereby divested of all her right, title and interest in and to the property so awarded to the plaintiff.

5. The defendant has waived all claims and demands against the plaintiff except those awarded to her in this decree.

Dated this 25th day of October, 1949.

Henry L. Martin
District Judge.

2746

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

1774

PEGGY PINCOCK,
Plaintiff,
vs.
VERN D. PINCOCK,
Defendant.

DECREE OF DIVORCE

This matter came on regularly to be heard and tried by the court on the 30th day of September, 1949, upon plaintiff's complaint and upon the written stipulation, general appearance and waiver entered into between plaintiff and defendant, which is on file herein, wherein the defendant entered his appearance waiving time in which to appear or answer plaintiff's complaint.

Plaintiff was present in court, represented by her counsel, W. Lloyd Adams of Rexburg, Idaho, and the defendant did not appear either in person or by attorney.

The plaintiff, Peggy Pincock and Mrs. Fritz Wilcox were sworn and testified on behalf of plaintiff, and it appearing that the plaintiff has been a resident of the State of Idaho for more than six full weeks prior to the commencement of this action, and that the defendant has been guilty of extreme cruelty toward plaintiff, and

It further appearing that the parties hereto have entered into a stipulation agreement regarding the custody of their minor child and his support and maintenance, and their property rights, and that said stipulation should be allowed and approved, and

It further appearing that all of the allegations and avertments in plaintiff's complaint are true.

NOW, THEREFORE, on motion of plaintiff's attorney, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between plaintiff, Peggy Pincock, and defendant, Vern D. Pincock be, and the same is forever dissolved,

set aside and held for naught and the plaintiff and defendant, and each of them be, and they are hereby forever absolutely released and discharged from the obligations thereof and each of them is hereby restored to the status of a single person.

2. The plaintiff is hereby awarded as her sole and seperate property, for her sole and separate use and benefit, the following property:

> Bedroom set, cedar wardrobe, kitchen set, dishes and silverware, 2 dresser lamps and 2 front room lamps.

3. The defendant is hereby awarded as his sole and seperate property, for his sole and separate use and benefit, the following property:

> The remainder of the household goods and furniture; Plymouth car; tenant's share of crop on 80 acres; Fordson tractor with loader and hydralic lifts, combination tiller and cultivator, second hand harrow; 3 full blooded holstein cows; 1 heifer; 2 sucking calves; 1 slaughtered steer in cold storage in St. Anthony, Idaho, and the remainder of any community property of every kind and nature.

The above property is awarded to the defendant subject to all indebtedness, which he has assumed and agreed to pay.

4. Defendant is hereby ordered and directed to pay to the plaintiff the sum of $100.00 December 15, 1949, and $100.00 December 15, 1950.

5. Plaintiff is hereby awarded the custody of the minor child, Brett D., subject to defendant's right to visit said child at reasonable times. Defendant is hereby ordered and directed to pay to the plaintiff for the support and maintenance of said minor child the sum of $40.00 a month commencing October 1, 1949, and continuing thereafter on the First day of each and every month.

6. Defendant has paid plaintiff's attorney's fee in the sum of $100.00 and her costs in the amount of $15.00.

7. Defendant is hereby ordered and directed to assume and pay all community indebtedness of every kind and nature.

Dated September 30, 1949.

Henry S. Martin.
District Judge.

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE. 2775

JAMES P. ELLIS,

Plaintiff,

vs.

DOROTHY PITMAN ELLIS,

Defendant.

No. 10681

DECREE

FILED
AT 12:15 O'CLOCK P M
OCT - 6 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 17

This cause came on duly and regularly for hearing before the above entitled court on the 6th day of ~~August~~ October, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, his attorneys of record herein, and it appearing that the defendant was duly and regularly served with process of summons herein on the 15th day of July, 1949, at Pueblo, Pueblo County, Colorado, more than twenty (20) days prior to the date hereof pursuant to order for personal service of summons outside of the state herein; that no appearnace has been made by or on behalf of said defendant; that more than twenty (20) days have elapsed since said service of process; that defendant is in default herein; that proof has been made herein establishing that the defendant is not now in the military service of the United States or in any related branch thereof, and the default of the defendant having been duly and regularly entered, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of plaintiff's complaint are true, and that the defendant, DOROTHY PITMAN ELLIS, has been and is now guilty of extreme cruelty and personal indignities toward plaintiff rendering his life burdensome and causing him great physical and mental pain and anguish and that by reason thereof plaintiff is entitled to a decree of absolute divorce.

NOW, THEREFORE, Premises Considered, the court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED That the plaintiff, JAMES P. ELLIS, is now and for more than five (5) years prior to the filing of the complaint herein was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, JAMES P. ELLIS, and the defendant, DOROTHY PITMAN ELLIS, be and the same are hereby dissolved and plaintiff is hereby granted an absolute decree of divorce from the defendant.

Done in open court this 6th day of ~~August~~ October, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 6th day of Oct, 1949.

PHILIP WEISGERBER, Clerk

By _____
Deputy

7776

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

EMMA M. HUNTER, Plaintiff

-vs-

GEORGE M. HUNTER, Defendant

10730

DECREE

FILED
AT 10:30 O'CLOCK A M
OCT - 6 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

This cause coming on regularly for trial, before the Court, this day, plaintiff appearing in person and by her attorney, John W. Cramer, the defendant appearing by his attorneys, Ray E. Durham and Wynne M. Blake, and the defendant having demurred to the complaint on file herein and the demurrer of the defendant having been overruled and the defendant having refused to plead further and evidence oral and documentary having been submitted on behalf of the plaintiff and heard and considered by the Court, and an agreement in settlement of the property rights of the parties hereto having been entered into on the 30th day of September, 1949, and supplemented by an additional agreement on the 3rd day of October, 1949, by the parties to this action, and Findings of Fact and Conclusions of Law having been waived by the parties hereto, and the Court finding that all of the allegations of plaintiff's complaint are true and supported by the evidence, and that a decree should be entered herein granting the plaintiff the relief prayed for in her verified complaint, and it further appearing that the property settlement agreement of the parties hereto, dated September 30, 1949 and supplemental agreement thereto, dated October 3, 1949, are fair and equitable and were fairly and equitably made and entered into, NOW THEREFORE,

IT IS ORDERED, ADJUDGED AND DECREED, that the plaintiff be, and she hereby is granted an absolute divorce from the defendant on the ground

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 17

of extreme cruelty, and that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same hereby are, in all respects and forever dissolved, and that the plaintiff and defendant be, and they hereby are, restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that said property settlement agreement, dated September 30, 1949, and supplemental agreement thereto, dated October 3, 1949, which said agreements are hereto attached and made a part of this decree, are fair and equitable and were fairly made and entered into and the same are hereby approved and all matters therein agreed to be done by the parties hereto are hereby ordered as though they were specifically set forth herein.

DATED this 6th day of October, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 6th day of Oct., 1949.

PHILIP WEISGERBER, Clerk
By E. Beck
Deputy

X

1777

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

JOE MATICH, Plaintiff,

-vs-

ADA MATICH, Defendant.

No. 10754

FILED
AT 11⁰⁰ O'CLOCK A M
OCT 10 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

Entered Vol. ___ Page ___
Docketed Vol. 10 Page 17

DECREE OF DIVORCE

This matter having come on regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and being represented by his attorney of record, Earle W. Morgan, and it appearing that the defendant was heretofore duly, regularly and personally served with process of Summons and copy of Summons and Complaint, and that more than 20 days have expired since the defendant was so served, and the time for such appearance by the defendant having expired by law, and the defendant being in default, and it appearing that the defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, nor an officer of the Public Health Service, detailed by proper authority for duty either with the Army or the Navy, nor on active duty with any branch of service above referred to, nor under training or education under the supervision of the United States preliminary to induction into military service, and the default of the defendant having been duly and regularly entered, and the plaintiff having adduced and submitted evidence substantiating the allegations of his Complaint, and the court being fully advised in the premises, and it appearing that all of the allegations of plaintiff's Complaint are true and supported by the

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

evidence, and that a Decree should be entered herein granting the plaintiff the relief prayed for in his verified Complaint, NOW THEREFORE,

IT IS ORDERED, ADJUDGED, AND DECREED, that the plaintiff be and he hereby is granted an absolute divorce from the defendant on the ground of extreme cruelty, and that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same hereby are in all respects and forever dissolved, and that the plaintiff and defendant be and they hereby are restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the following described personal property, to-wit:

One green wood tool box, with a padlock, containing planes, paint brushes, wrenches, chisels, screw-drivers, saws and blades, and other tools,

4 hand saws,

Wrecking bar,

Square,

Double bit axe,

Adse,

Miscellaneous tools,

Plaintiff's clothing,

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 10th day of Oct, 1949.

PHILIP WEISGERBER, Clerk
By [signature]
Deputy

Bedding heretofore used by plaintiff, including sleeping bags, be and the same hereby is awarded to the plaintiff as his sole and separate property, and that the balance of the community property contained in the home of plaintiff and defendant be and the same hereby is awarded to the defendant as her sole and separate property.

Dated this 10th day of October, 1949.

LEO McCARTY
District Judge

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

4

7778

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

LAURA L. THORNTON,

Plaintiff,

vs.

S. R. THORNTON,

Defendant.

10725

FILED
AT 10 30 O'CLOCK A M
OCT 12 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

This cause having come on duly and regularly for hearing in Open Court on this 12th day of October, 1949, at Lewiston, Nez Perce County, Idaho, plaintiff appearing in person and by and through her attorney of record, and the defendant having been personally served with summons and complaint and having failed to appear, answer or demur to plaintiff's complaint within the time allowed by law, or at all, and the plaintiff having filed an affidavit showing to the satisfaction of the Court that the defendant is not in the military service of the United States and is not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the default of the defendant having been made and entered by the Clerk of this Court, and the plaintiff having submitted proof in support of the allegations contained in her complaint, and the Court being fully advised, both as to the law and the facts, FINDS:

That the defendant was personally served with summons and complaint in this action at Lewiston, Nez Perce County, Idaho, on September 20, 1949, as appears from the affidavit of service of summons on file herein, and that the defendant is not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended;

That the plaintiff and defendant intermarried at Clarkston, Washington, on August 30, 1936, and ever since have been and now are, husband and wife.

Entered Vol. [illegible] Page [illegible]
Docketed Vol. 10 Page 17

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

That the plaintiff is now and has been for more than six weeks immediately preceding the filing of the complaint in this action a bona fide resident of Nez Perce County, State of Idaho;

That there has been born as issue of said marriage one child, to-wit: Edith Ellen Thornton, aged 15 months, which child is presently residing with plaintiff's sister in Moscow, Latah County, Idaho;

That plaintiff and defendant have acquired, since their marriage, an equity by virtue of that certain contract dated February 12, 1948, between Roy Floyd, a bachelor, and plaintiff and defendant, in and to the following described real property:

> Lot Six (6), Block Five (5), University Second Addition to the City of Lewiston, Idaho, according to the recorded plat thereof. Nez Perce Co. Idaho
>
> Together with household furnishings which are being purchased by plaintiff and defendant under contracts to purchase

That the plaintiff needs the house upon the above described real property and the household furnishings in which to make a home for herself and the minor child of the parties to this action; that the plaintiff is unable to finish the payments upon the contracts or obligations of plaintiff and defendant for the purchase of the household furnishings; that the defendant is an able-bodied man, employed at wages in excess of $200.00 per month and is financially able to pay the balance owing on the contracts for said household furnishings; that the plaintiff is able, through part time employment, to make the payments upon the contract for the purchase of the above described real property;

That the plaintiff is a fit and proper person to have the sole care, custody and control of Edith Ellen Thornton, the minor child of the parties to this action, awarded to her, with the right in the defendant to visit said child at reasonable times and occasions; that the defendant is able to contribute to the

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

support of said minor child and should be required to pay to this plaintiff for the support of said minor child the sum of $25.00 per month;

That the defendant has been guilty of extreme cruelty toward the plaintiff in that he has continually nagged, criticized, and told this plaintiff on numerous occasions that he does not love her and has encouraged plaintiff to leave him; that the defendant has, on many occasions, remained away from home over night; that all of said acts were caused through no fault of this plaintiff; that said acts were calculated to and did cause this plaintiff grievous mental anguish and suffering;

From the foregoing Findings the Court concludes:

1. That the plaintiff is entitled to an absolute decree of divorce from the defendant upon the grounds of extreme cruelty.

2. That the sole care, custody and control of Edith Ellen Thornton, the minor child of the parties to this action should be awarded to this plaintiff, with the right in the defendant to visit said child at reasonable times and occasions.

3. That the equity of the parties to this action in and to that certain contract for the purchase of the hereinbefore described real property, and all the household furnishings of the parties to this action be set aside to this plaintiff as her sole and separate property.

4. That the defendant should be ordered to pay the balance remaining due on the contracts of purchase of the household furnishings of the parties to this action.

5. That the defendant should be ordered to pay to the plaintiff the sum of $25.00 per month for the support of Edith Ellen Thornton, the minor child of the parties to this action.

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY ORDERED, ADJUDGED and DECREED:

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

1. That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same are hereby dissolved and the plaintiff is hereby granted an absolute decree of divorce from the defendant upon the grounds of extreme cruelty.

2. That the sole care, custody and control of Edith Ellen Thornton, the minor child of the parties to this action, is hereby awarded to this plaintiff, with the right in the defendant to visit said child at reasonable times and occasions.

3. That the equity of the parties to this action in and to that certain contract for the purchase of the hereinbefore described real property and all the household furnishings of the parties to this action be and the same is hereby set aside to the plaintiff as her sole and separate property.

4. That the defendant is hereby ordered to pay the balance remaining due on the contracts of purchase of the household furnishings of the parties to this action.

5. That the defendant be and he is hereby ordered to pay to the plaintiff the sum of $25.00 per month for the support of Edith Ellen Thornton, the minor child of the parties to this action, which payments shall continue until said minor reaches the age of majority, or until further order of this court.

DONE in Open Court this 12th day of October, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same appears on file and of record in my office.
WITNESS my hand and official seal this 12th day of Oct, 1949.

PHILIP WEISGERBER, Clerk

By [signature]
Deputy

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

1779

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

JAMES A. WREN,

Plaintiff,

vs.

PATRICIA M. WREN,

Defendant.

NO. 10738

FILED
AT 10 30 O'CLOCK A M
OCT 13 1949
PHILIP WEIGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

Record Vol. 10 Page 17

D E C R E E

This cause having come on duly and regularly for hearing in open court before the Honorable Leo McCarty, Judge of the above entitled Court, on this 13th day of October, 1949, the plaintiff appeared in person and by his attorney, V. R. Clements, and no person or persons appeared for or on behalf of the defendant, Patricia M. Wren. It appeared to the Court that the defendant, Patricia M. Wren, was duly, regularly and personally served with process of Summons and Complaint, in the manner provided by law, pursuant to order of the above entitled Court, and that the said defendant has failed to appear, demur, answer or otherwise plead within the time provided by law, and it appearing to the Court upon reading and filing the affidavit of James A. Wren, the plaintiff in the above entitled action, which said affidavit is filed herein pursuant to the provisions of the Soldiers' and Sailors' Civil Relief Acts, from which it is found that the defendant, Patricia M. Wren, is not now in the military service of the United States of America, in accordance with the terms of said acts, and the defendant having been in default, and her default having been duly and regularly entered and filed herein, and this cause having been duly and regularly set for hearing, and

evidence, oral and documentary submitted, and the cause having been fully submitted to the Court, and the Court having duly considered the same, and being fully advised in the premises, and finding hereby:

1. That the plaintiff now is and for more than one year last past has been a bona fide resident of the State of Idaho.

2. That the plaintiff and defendant intermarried at Elk, Washington, August 17, 1941, and ever since have been and now are husband and wife.

3. That there has been born and is now living as the issue of said marriage one minor child, to-wit: Bonnie Jo Wren, born September 11, 1942, who is now in the custody and under the control of the plaintiff who is a fit and proper person to have the care, custody and control of said minor.

4. That since the marriage of the parties they have accumulated equities in the following described property:

An undivided partnership, one-fifth (1/5) interest in a certain contract, dated November 2, 1947, executed between James F. Wren as party of the first part, and Clifford H. Wren, James A. Wren, Robert M. Wren, Patrick A. Wren, and Thomas F. Wren as parties of the second part, for the purchase of a quantity of real property in Idaho County, State of Idaho

Machinery and equipment now used in connection with the operation of the aforesaid land contract

Grain warehouse at Fenn, Idaho

One 1949 convertible Buick automobile

One 1938 Willys Jeep automobile

Various articles of household furniture and fixtures upon all of which property there is due indebtedness in excess of the approximate sum of $255,000.00.

5. That the defendant has been guilty of extreme cruelty toward the plaintiff in that for more than one year prior to August 14, 1948, she inflicted a course of extreme, cruel and inhuman treatment upon and toward plaintiff in the particulars alleged in Paragraph V of the complaint, which is hereby referred to and by reference made a part hereof, the same as though specifically set forth herein, which allegations and each of them are hereby found to be true and supported by the evidence.

NOW, THEREFORE, based thereon,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage between the plaintiff, James A. Wren, and the defendant, Patricia M. Wren, be and the same is hereby forever dissolved, and that the plaintiff be and he is hereby awarded and granted an absolute decree of divorce from the defendant, and that the plaintiff and the defendant be and each of them are hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be and he is hereby awarded the absolute care, custody and control of Bonnie Jo Wren, the minor child of the parties, granting unto the defendant the right to visit said child at all reasonable and proper times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the facts found herein all the community property of whatsoever kind and character and wheresoever situated, which is now owned and possessed by either of the parties (except the articles of household furniture, dishes, silverware and personal belongings now in the possession of the defendant) and particularly all of the community right, title, claim, interest, equity and demand of the defendant in and to the following community property of the parties, to-wit:

(a) An undivided one-fifth partnership interest in all of the property owned by that certain partnership composed of Clifford H. Wren, James A. Wren, Robert M. Wren, Patrick A. Wren and Thomas F. Wren, doing business under the firm name and style of Wren Brothers.

(b) That certain written agreement dated November 2, 1947, and executed by and between James F. Wren as party of the first part and Clifford H. Wren, James A. Wren, Robert M. Wren, Patrick A. Wren and Thomas F. Wren as parties of the second part for the purchase of a quantity of real property in Idaho County, State of Idaho, and all the real property described in said contract now owned or to be hereafter acquired by either of the parties hereto under the terms of said contract.

(c) All machinery and equipment now owned by the parties hereto and/or by reason of the partnership interest of the parties in the Wren Brothers partnership hereinbefore referred to, which machinery and equipment is now used in connection with the operation of the land contract referred to in sub-paragraph (b) hereof.

(d) The partnership interest of the parties hereto in the Wren Brothers partnership ownership of that certain leasehold interest in and to those certain portions of Lots Four (4), Five (5) and Six (6) of Block D of the railroad company's right-of-way at Fenn, Idaho, lying southerly of a line drawn parallel with and distant 8'6" southerly, measured at right angles from the center line of the most southerly tract as now constructed over and across said lots, as the same is evidenced by that certain lease made between the Camas Prairie Railroad Company, lessor, and J. A. Wren, lessee, dated October 4, 1947, together with all the privileges, improvements and appurtenances thereunto belonging and the rents, issues and profits thereof, and all machinery and equipment used in connection with the operation of the grain elevator and warehouse located upon the above-described leasehold premises.

(e) One 1949 convertible Buick automobile

(f) One 1938 Willys Jeep automobile

(g) Various articles of household furniture and fixtures now in in possession of plaintiff.

be and the same is hereby awarded to the plaintiff, James A. Wren, as his sole and separate property, free and clear of any community right, title, claim, interest, equity and demand therein of the defendant, Patricia M. Wren.

Dated and signed this 13th day of October, 1949.

Leo McCarty

Leo McCarty, District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 13th day of Oct, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

7786

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

RAY C. BOONE,

Plaintiff,

vs.

MARY E. BOONE,

Defendant.

No. 10720

FILED
AT 9:00 O'CLOCK A M
OCT 14 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 18 Page 17

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court before the Honorable Leo McCarty at Lewiston, Idaho, on the 13th day of October, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by his attorney Paul C. Keeton. The defendant did not appear either in person or by attorney, and she having been regularly and duly served with Summons and Complaint in this cause by publication pursuant to Affidavit and Order for service in a foreign jurisdiction or by publication; and said Summons having been published on the 24th day of August, 1949, and on each succeeding Wednesday thereafter to and until the 21st day of September, 1949; and twenty days having expired since said service, and she having failed to appear, demur or answer within the time allowed by law, or at all; and she being in default and her default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and

The Court being advised in the premises makes the following findings and decrees:

That the defendant was duly and regularly served by publication in the Lewiston Morning Tribune, by publication of said Summons on August 24, August 31, September 7, September 14, and September 21, 1949, and by mailing of a copy of Summons and Complaint to her last known post office address, being that of Route 1, Tacoma, Washington, within ten days of the first publication of said Summons, as shown herein by Affidavit of Mailing filed on behalf of the plaintiff.

That the allegations of the plaintiff's Complaint are true as alleged and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though set out herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Ray C. Boone, and the defendant, Mary E. Boone, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

DATED at Lewiston, Idaho, this 13th day of October, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 14th day of Oct, 1949.

PHILIP WEISGERBER, Clerk

By E Beck
Deputy

7781

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

PEARL M. WILSON,

Plaintiff,

vs.

JAMES H. WILSON,

Defendant.

No. 10758

FILED
AT 11:15 O'CLOCK A M
OCT 21 1949
PHILIP WEINGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 19 Page 17

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty, judge of the above entitled court, on the 21st day of October, 1949, at Ten o'clock. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and he having been regularly served with Summons and Complaint in this cause within the State of Idaho, on the 24th day of September, 1949, and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all; and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises makes the following findings and decrees:

That the defendant accepted service of Summons and Complaint in this cause within the State of Idaho at Lewiston in Nez Perce County, Idaho, on the 24th day of September, 1949.

That the allegations of the plaintiff's Complaint are found by the Court to be true and by reference are incorporated in this Decree as Findings of Fact.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Pearl M. Wilson, and the defendant, James H. Wilson, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Pearl M. Wilson, be, and she hereby is awarded the care, custody, charge and control of the minor children of the parties, namely, Arlene Wilson, James Wilson and Sharon Wilson; and that the defendant, James H. Wilson, be, and he hereby is granted the right to visit said children at reasonable times and at reasonable places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defen-

dant, James H. Wilson, be, and he hereby is ordered to pay to the plaintiff the reasonable sum of Seventy Five ($75.00) Dollars per month support money for the care, maintenance and education of said minor children, commencing on the 1st day of November, 1949, with a like payment of Seventy Five ($75.00) Dollars on the 1st day of each and every month thereafter, until the further order of this Court.

DATED at Lewiston, Idaho, this 21st day of October, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 21st day of Oct, 1949.

PHILIP WEISGERBER, Clerk
By [signature]
Deputy

7782

7782

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

ADA MARIE REYNOLDS,)

Plaintiff,)

-vs-) No. 10772 ✓

EARL J. REYNOLDS,) DECREE

Defendant.)

FILED
AT 10:15 O'CLOCK A M
OCT 22 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, Deputy

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 17

This cause came on duly and regularly for hearing before the above entitled court on the 22nd day of October, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, her attorneys of record herein, and the defendant having appeared and filed a demurrer herein, and said demurrer having been overruled and the defendant having refused to further plead herein, and the default of the defendant having been duly and regularly entered by this court, and it appearing that said defendant is not now serving in the Armed Forces of the United States or any related branch thereof, and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of plaintiff's complaint are true, and that the defendant, Earl J. Reynolds,

has been and is now guilty of extreme cruelty and personal indignities toward plaintiff rendering her life burdensome and causing her great physical and mental pain and anguish and that by reason thereof plaintiff is entitled to a decree of divorce.

NOW, THEREFORE, Premises Considered, the Court renders and enters herein its judgment and decree as follows:

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that the plaintiff, ADA MARIE REYNOLDS, is now and for more than six (6) weeks prior to the filing of the complaint herein was a bona fide resident of the State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, ADA MARIE REYNOLDS, and the defendant, EARL J. REYNOLDS, be and the same are hereby dissolved and plaintiff is hereby granted an absolute decree of divorce from the defendant.

DONE in open court this 22nd day of October - 1949, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same appears on file and of record in my office.
WITNESS my hand and official seal this 22nd day of Oct., 1949.

PHILIP WEISGERBER, Clerk
By [illegible] Deck
Deputy

7783

7783

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

NETTIE N. PINION,

Plaintiff,

vs.

ALEX J. PINION,

Defendant.

107531

FILED
AT 11:30 O'CLOCK A M
OCT 22 1949
PEARL WELLGERDING
Clerk of the District Court
By G. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

This cause having come on duly and regularly for hearing in Open Court this 17 day of October, 1949, at Lewiston, Nez Perce County, Idaho, plaintiff appearing in person and by and through her attorney of record, and the defendant having been personally served with summons and complaint and having failed to appear, answer or demur to plaintiff's complaint within the time allowed by law, or at all, and the plaintiff having filed an affidavit showing to the satisfaction of the Court that the defendant is not in the military service of the United States and is not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the default of the defendant having been made and entered by the Clerk of this Court, and the plaintiff having submitted proof in support of the allegations contained in her complaint, and the Court being fully advised, both as to the law and the facts, FINDS:

That the defendant was personally served with summons and complaint in this action by the City Marshall of Juliaetta, Idaho, in Latah County, Idaho, on the 29th day of September, 1949, as appears from the affidavit of service of summons on file herein, and that the defendant is not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended;

Entered Vol. ____ Page ____
Decree Vol. 10 Page 17

That the plaintiff and defendant intermarried at Galax, Virginia, on April 20, 1917, and ever since have been and now are, husband and wife;

That the plaintiff is now and has been for more than 25 years last past a bona fide resident of the State of Idaho;

That there have been born as issue of said marriage two children, both of whom are of legal age and are married;

That the plaintiff and defendant in February, 1947, sold and disposed of all real property and other personal property which they possessed, converted the same to cash and divided all of said property equally between the plaintiff and the defendant;

That the said defendant has been guilty of extreme cruelty toward this plaintiff in the manner following, to-wit:

> That the parties to this action, prior to February, 1947, owned a small acreage near Culdesac, Idaho, resided thereon and milked from 6 to 8 cows, raising the feed on said acreage; that for more than three years prior to February, 1947, the defendant would absent himself from the home and would be gone for periods of time without advising this plaintiff of his whereabouts or where he could be reached; that as a result thereof all the work involved in milking said cows and caring for said premises was placed on the plaintiff; that during said period of time and while the defendant was home he was cross and cranky and on many and diverse occasions used vile and obscene language toward this plaintiff, without just cause or provocation.

From the foregoing Findings the Court concludes:

That the plaintiff is entitled to an absolute decree of divorce from the defendant upon the grounds of extreme cruelty.

That the property settlement agreement entered into between the parties to this action during the month of February, 1947, was fair and equitable.

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY ORDERED, ADJUDGED and DECREED:

1. That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same are hereby dissolved and the

plaintiff is hereby granted an absolute decree of divorce from the defendant upon the grounds of extreme cruelty.

2. That the property settlement agreement entered into between the plaintiff and defendant herein during the month of February, 1947, be and the same is hereby approved.

DONE in Open Court this 11 day of October, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same remains on file and of record in my office.
WITNESS my hand and official seal this 22nd day of Oct., 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

LOUISE HAYES,

Plaintiff,

vs.

ROBERT HAYES, JR.,

Defendant.

No. 10759

FILED
AT 10:30 O'CLOCK A M
OCT 24 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Decreed Vol. 10 Page 17

DECREE OF DIVORCE

This cause having come on regularly for trial before the Court; the plaintiff appearing in person and by her attorneys, J. H. Felton and William J. Jones; the defendant having been duly and regularly served with summons and having failed to appear, and twenty days having elapsed and the default of the said defendant having been entered and filed in the said cause as provided by law; the Court having heard the evidence in support of plaintiff's complaint, the residence requirements provided by law having been corroborated; and the Court having heard the evidence in support of plaintiff's complaint, having made findings of fact herein supporting plaintiff's complaint, and having concluded as a matter of law that the plaintiff is entitled to the relief demanded in said complaint,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the plaintiff, Louise Hayes, and the defendant, Robert Hayes, Jr., be, and the same are hereby, dissolved, and that the plaintiff is awarded an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement set forth in Paragraph V of the Findings is hereby approved; that the household furniture is set over to the plaintiff as her own, sole and separate property; that the defendant shall pay to the plaintiff the sum of $300.00, in accordance with the note designated in the property settlement, and that all other community property is set over to and becomes the sole and separate property of the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, custody and control of the minor child, Frankie Starr Hayes, be, and the same are hereby, awarded to the plaintiff, Louise Hayes; and that the defendant, Robert Hayes, Jr., is ordered and directed to pay to the plaintiff for the care and support of such child the sum of Forty Dollars ($40.00) per month, the first payment to be made on or before the 15th day of November, 1949, and like payments to be made on or before the same day of each month next thereafter, until further order of this Court; and that the defendant, Robert Hayes, Jr., shall have the right of reasonable visitation of such child.

DATED at Lewiston, Idaho, this 24th day of October, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 24th day of Oct, 1949.

PHILIP WEISGERBER, Clerk
By C. M. Beck
Deputy

1785

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

FILED
AT 10:15 O'CLOCK A M
OCT 24 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DELBERT L. HAYWARD,
Plaintiff,
vs.
MINNIE HAYWARD,
Defendant.

No. 10767

D E C R E E

The above entitled cause came on regularly for trial before the Court at Lewiston, Idaho, on the 24th day of October, 1949, at ten o'clock A.M. The plaintiff appeared in person and was represented by his attorney, Owen L. Knowlton. The defendant did not appear either in person or by attorney, and she having been regularly served with Summons and Complaint in this cause in the County of Asotin, State of Washington, pursuant to Affidavit and Order for service in a foreign jurisdiction, on the 1st day of October, 1949, and twenty days having expired since said service, and she having failed to appear, demur or answer within the time allowed by law, or at all, and she being in default, and her default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause. Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted, including a property settlement entered into between the parties, and the Court being advised in the premises makes the following Orders, Judgments and Decrees:

Entered Vol. ____ Page ____
Docketed Vol. 12 Page 17

That the defendant was regularly served with Summons and Complaint in this cause in Asotin County, State of Washington, on the 1st day of October, 1949.

That the allegations contained in Paragraphs I, II, III, IV and V of the plaintiff's complaint are true as alleged, and are incorporated in this decree as Findings of Fact by reference with the same force and effect as though fully set forth herein. The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

First: That the Court has jurisdiction of the parties and the subject matter of this action.

Second: That the bonds of matrimony heretofore existing between the plaintiff, Delbert L. Hayward, and the defendant, Minnie Hayward, be and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

Third: That the custody of Melvin Hayward, minor child of the parties hereto be and the same hereby is awarded to defendant, subject to the right of plaintiff to visit said child at reasonable times and places; it is further ordered that the plaintiff pay for the support and maintenance of said child the sum of $35.00 per month until said child reaches the age of majority or is no longer in need.

Fourth: That the property settlement agreement made and entered into on the 29th day of September, 1949, by and between

the parties hereto, and a copy of which is on file herein and in evidence as Exhibit "A", is hereby approved and confirmed by the Court and by reference made a part of this Decree and incorporated herein.

DATED this 24th day of October, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears in my file and of record in my office.
WITNESS my hand and official seal this 24th day of Oct, 1949.
PHILIP WEISGERBER, Clerk
By E. Beck
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE

BLANCHE B. REEVES,
Plaintiff,
VS
ROBERT R. REEVES,
Defendant.

DECREE

2260

Filed 10/27/49 1:30 PM

This cause come on regularly for hearing the 23rd day of September, 1949, before the court without a jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney and it appearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required by law to demur to, answer, or plead to said complaint has expired, and this his default for so failing to plead to said complaint within the time required by law has been duly and regularly entered herein, the Court proceeded with the trial of said cause.

Witnesses were called, sworn, and testified for and in behalf of the plaintiff and the case was submitted to the Court for final determination and decision, and the Court having found that the plaintiff and defendant were duly married at Boise, Idaho, on the 17th day of January, 1942, that there was born to this union two children, a son, Eugene L. Reeves, age five and one-half years, and a daughter, Marcina G. Reeves, age eight months, and the plaintiff has been for more than six weeks last past, a bona fide resident of the State of Idaho, and that the defendant, disregarding the solemnity of his marriage vows, has caused the plaintiff much mental and physical suffering, pain,

GIGRAY & BOYD
ATTORNEYS AT LAW
CALDWELL, IDAHO

and anguish and is such as to constitute extreme cruelty as defined by the statutes of the State of Idaho.

The Court ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's complaint.

WHEREFORE, It is ORDERED, ADJUDGED, and DECREED, and this does ORDER, ADJUDGE, and DECREE, that the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same are hereby dissolved and the plaintiff and defendant are absolutely freed from all obligations thereof;

That there is awarded to the plaintiff, the full care, control, and custody of the said minor children, Eugene L. Reeves and Marcina G. Reeves, subject to the right of visitation by the defendant at reasonable times and under resonable conditions;

That there is awarded to the plaintiff the sum of $ 30^{00} per month for the support of Each of said minor children, payable on the 1st day of each month; beginning November 1st, 1949.

Dated this 23rd day of September, 1949.

Charles E Winstead
District Judge

GIGRAY & BOYD
ATTORNEYS AT LAW
CALDWELL, IDAHO

STATE OF IDAHO, }
County of Owyhee, } ss.

CERTIFICATE

I, F.M.Hobbs, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Decree-Blanche B.Reeves vs Robert R.Reeves filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of October, 1949.

F.M.Hobbs
Clerk.

By ....., Deputy.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE.

ESTHER MAHAN, PLAINTIFF,
VS.
ARTHUR MAHAN, DEFENDANT.

DECREE OF DIVORCE.

Case No. 2283

10/25/49 - 9:30 AM
Files Ebbe

This cause came on for hearing this 24th day of October, 1949, before the Hon. _____, Judge of the within Court, in Boise, County of Ada, State of Idaho, the plaintiff Esther Mahan, appearing in person and by her attorney Phil J. Evans, of Murphy, County of Owyhee, State of Idaho, and the defendant Arthur Mahan, not appearing either in person or by any attorney, and

It appearing to the satisfaction of the court that the said defendant has been regularly and personally served with summons and a copy of the verified complaint on file, in the within action, and has not appeared or plead to the said complaint within the time allowed by law or at all, and that more than 20 days have expired since the service of said summons and complaint as aforesaid, and that the default of said defendant has been duly entered by the clerk of the within court according to law, and it further appearing that the said defendant is not now, nor has he been during the pendency of this action or within six months thereof, enrolled in the military forces of the United States as defined in Section 101 (1) of the Act of Congress, approved October 17th,1940, and cited as the Soldiers' and Sailors' Relief Act of 1940, or any Act of Congress amendatory thereof, or any legislation of the State of Idaho duly adopted and approved;

The Court proceeded to hear the evidence adduced by the plaintiff in support of the allegations contained in her complaint on file in the within action, and upon the conclusion of the said evidence, duly corroborated as required by law, and the final submission of this cause for the determination of the court; the law and the evidence being by the court understood and fully considered, and it appearing therefrom to the satisfaction of the court that all of the material allegations

of the plaintiff's complaint are true, and such is found to be the fact, and that plaintiff is entitled to a decree of divorce as prayed in said complaint:

Now therefore, on motion of Phil J. Evans, attorney for the said plaintiff, and in consideration of the premises, and the power in me vested by the laws of the State of Idaho,

It is hereby ORDERED, ADJUDGED AND DECREED that the said plaintiff ESTHER MAHAN, be, and she is hereby granted a divorce from the said ARTHUR MAHAN, defendant herein, and that the bonds of matrimony heretofore existing between the said plaintiff and the said defendant be, and the same are hereby dissolved and set aside, a nd the said parties and each of them are hereby restored to the status of single, unmarried persons.

It is further ORDERED, ADJUDGED AND DECREED that the custody of the minor child of said parties, Arthur Wayne Mahan, be awarded to the plaintiff and that said defendant pay to said plaintiff on the first Saturday of each month hereafter during the minority of said child the sum of $35.00 per month for the support and maintenance of said minor child.

It is further ORDERED, ADJUDGED AND DECREED that the said defendant pay to the said plaintiff the sum of $25.00 suit money for costs of court, ~~and $75.00 attorney's fees for the services of her attorney necessarily incurred in this action.~~

Done in Boise, County of Ada, State of Idaho, this 24th day of October, 1949.

Chas. F. Koelsch

District Judge.

STATE OF IDAHO,
County of Owyhee, } ss.

I, F.M.Hobbs, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce-Esther Mahan vs Arthur Mahan filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of October, 1949.

By ....., Deputy.

F.M.Hobbs

Clerk.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

* * * * *

HAZEL MICKELSEN, Plaintiff,

-VS-

JOHN MICKELSEN, Defendant.

No. 2726

COPY

DECREE OF DIVORCE

Filed and entered Oct. 18. 1949. Lillian Hilson Clerk.

This cause came on regularly for hearing this 17th day of October, 1949, plaintiff appearing in person and by her attorney of record Vernon Daniel, Esq., of the law firm of Welker & Daniel of Payette, Idaho, and defendant appearing by a General Appearance and Waiver, in which said defendant states he is not a member of the Armed Services of the United States of America, or entitled to any rights by virtue of the Soldier and Sailors' Civil Relief Act of 1940, as amended, and defendant in said General Appearance and Waiver having admitted due and legal service of summons and having refused to plead further in said matter and consented that his default might be entered and the Court hear the matter at its earliest convenience, the Court then proceeded to hear testimony and evidence introduced by plaintiff in support of her cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grievous mental suffering and bodily injury in and upon the person of the plaintiff, all without cause or provocation.

Now, Therefore, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the plaintiff Hazel Mickelsen and the defendant John Mickelsen, be, and the same are hereby dissolved, and the plaintiff be and she is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of extreme cruelty as prayed for in her complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons.

Done in Open Court this 17th day of October, 1949, at Payette, Idaho.

Thomas E. Buckner
District Judge

STATE OF IDAHO)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree of Divorce has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2726.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17 day of October, 1949.

Lillian Wilson
Clerk of the District Court.

7789

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF POWER.

Case No. 3607
Instrument No. 7
Filed Oct 7 1949
Lloyd Sturb
Helen Hall
County

ARCHIE PETERSON,

PLAINTIFF,

VS.

LUCILE PETERSON,

DEFENDANT.

D E C R E E

The above entitled action came on to be heard at Chambers at Pocatello, Idaho, before the Court on the 5th day of ~~September~~ October, 1949, plaintiff appearing in person and by his attorney, Chas. T. Cotant, and the defendant not appearing, either in person or by an attorney.

Upon said hearing, it appearing to the satisfaction of the Court that the defendant, Lucile Peterson was duly served with summons on the 30th day of August, 1949, as appears on the Acceptance of Service made by the defendant, Lucile Peterson on said date in Los Angeles County, California, said Acceptance of Service being attached to the Summons on file herein and the defendant not having made an appearance and having filed no answer or any other pleading to the said complaint and having waived time in which to make her appearance, and a clerk's default having been duly entered, according to law, and the Court having considered the law and the evidence, and it appearing satisfactorily to the Court that each and all of the material allegations and averments in plaintiff's Complaint are true;

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the above named plaintiff is entitled to a divorce upon the grounds stated in his complaint and the bonds of matrimony

heretofore existing between plaintiff and defendant should be dissolved;

IT IS THEREFORE ORDERED that it be dissolved and each of them are hereby restored to a single, unmarried state;

IT IS FURTHER ORDERED that the defendant, Lucile Peterson be restored to her former name of Lucile Cude.

Dated this 1st day of ~~September~~ October, 1949.

L E Glenn
District Judge.

Certificate of True Copy

STATE OF IDAHO, } ss.
County of Power, }

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the Case of Archie Peterson vs. Lucile Peterson as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 7th day of October, 1949.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

7790

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER

3541
5
Art. 7 - 44
Lloyd Starch
Idaho Falls

IVAN C. DECKER, Plaintiff, vs. JULIA DECKER, Defendant.	DECREE OF DIVORCE

This matter came duly on for hearing before the undersigned District Judge of the above entitled court, in his Chambers in Pocatello, Idaho, on the 6th day of October, 1949.

The plaintiff appeared in person and by his attorney, F. E. Tydeman.

The defendant failed to appear, either in person or by her attorney.

It appearing that a duly verified complaint was filed in the above entitled matter, and that thereupon a summons was issued; and,

It further appearing that the said summons was duly served upon the defendant, and the said summons with due proof of service thereof has been filed in the above entitled court, and is now on file herein, and that the defendant has failed to appear and plead to the said complaint within the time specified in said summons and is in default therefor; and,

It further appearing that the clerk of the above entitled court has duly entered the defendant's default, and the plaintiff being entitled to proceed with proof of the allegations of his complaint, testimony was heard by the court in support of said complaint, and from said testimony it appears that the allegations thereof are true;

The court finds that the plaintiff has been an actual bona fide resident of the State of Idaho for more than six weeks immediately preceding the filing of this complaint; that the plaintiff and defendant were married at Papillion, Nebraska, on

the 10th day of June, 1946; that no children were born of said marriage; that the parties own no community property; and that during the married life of the parties hereto, the defendant has been guilty of extreme cruelty; and that the plaintiff is entitled to the relief prayed for in said complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the parties hereto are hereby dissolved and set aside, and the parties are restored to the status of single persons.

Dated this 6th day of October, 1949.

L. E. GLENNON
District Judge

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, Hazel Stuart, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original Degree of Divorce issued to Juan C. Decker Vs. Julia Decker as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 18th day of October, 1949.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall, Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER

3618
6
Oct. 22-49
Lyal Thurst
Helen Hill.

JULIA ANN PETERSON. *
Plaintiff *
vs *
MELVIN PETERSON. *
Defendant. *

DECREE

This cause came on regularly for hearing, before the court sitting in Chambers, without a jury, in the court-house, at Pocatello, Bannock County, Idaho at, 11 o'clock A.M. in the forenoon of October 20, 1949. The same being the time and place set by this court for said hearing. Plaintiff appearing in person, and by and through her counsel, P.C.O'Malley. The defendant not appearing either in person or by counsel. The record in this cause showing that the defendant had been regularly and legaly served with the summons in this case, with a copy of the complaint attached, at Pocatello, Idaho, on the 28th day of September, 1949, and the record showing that full 20 days elapsed after the date of said service of said summons without defendant making any appearance what-so- ever in said cause; and the record showing that after said 20 days had elapsed; that the clerk of this court did legaly and regularly enter the Clerk'S default of the defendant in said cause . And no appearnce of defendant at this hearing. The Court proceded to hear testimony in support of plaintiffs complaint against the defendant, and from said testimony and from the records in this cause the court finds: that plaintiff and defendnat were married in Pocatello, Idaho on or about the 16th day of June, 1946, and ever since have been legal husband and wife; that plaintiff was a legal resident of the State of Idaho, more than six weeks next before the filing of this action; that there are no children the fruits of this marriage, and that no property rights of any kind or description, now exists, or ever have existed

between the parties to this action; that all the allegations contained in plaintiffs complaint against the defendnat has been sustained by the testimony produced on the part of the plaintiff to this court, and this court finds that plaintiff is entitled to the relief parayed for; this court further finds that the defendant is an able bodied man steadily employed, and earning good wages, and must pay plaintiff's attorney fee in the sum of $100.00 and in addition must pay $17.00 plaintiff's cost in this action, and the court being fully a dvised in the matter renders its decree in this case in favor of plaintiff as follows:

It is, Ordered, Adjudged and Decreed, by this court; that the bond of matrimony now existing, that was made and entered into at Pocatello, Idaho, on or about the 16th day of June, 1946, by and between the plaintiff Julia Ann Peterson, and the defendant Melvin Peterson is wholly and full disolved, and that both, and each of said parties are henceforth restored to the status of single persons. And the plaintiff is restored to her former name, Julia Ann Wilkes:

It is further Ordered Adjudged and Decreeded; that the plaintiff, do have andtake judgment against the defendant for the sum of $100.00 attorney fee, and the additional sum of $17.00, plaintiff's costs incurred in this case, and, that the said defendant forthwith pay the said sum of $117,00 to plaintiff or to plaintiff's counsel, and that defendant do not bother or molest palintiff in the future; That acopy of this decree be delivered to defendant.

Dated this 20th day of October, 1949.

L. E. Glennon
Judge of the District Court

Certificate of True Copy

STATE OF IDAHO, } ss.
County of Power, }

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original Decree in the case of Julia Ann Peterson vs. Melvin Peterson as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 22nd day of Oct, 19 49.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

- - - - -

FRANCES MARIE WASHINGTON,
Plaintiff,
vs.
HENRY CLAY WASHINGTON,
Defendant.

NO. 10907

D E C R E E.

- - - - -

This cause came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, the 3rd day of October, 1949, the plaintiff appearing in person and by her attorney, Platt Hull, and there being no appearance by or on behalf of the defendant.

It appeared to the satisfaction of the Court from the records and files herein that the defendant had been personally served with Summons and Complaint and that he had failed to appear, answer or plead within the time provided by law, or at all, and that his default had been fuly and regularly entered in the premises.

It further appeared from the affidavit of the plaintiff that the defendant is not in the military service of the United States, as defined by the Soldier's and Sailor's Civil Relief Act of 1940 and acts amendatory thereof.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint.

Thereupon the cause was submitted to the Court, and the Court being fully advised in the premises made and entered herein its Findings of Fact and Conclusions of Law.

NOW, THEREFORE, By virtue of the premises and in accordance with said Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, Frances Marie Washington, and the defendant, Henry Clay Washington, are hereby dissolved, set aside and held for naught, and the plaintiff is hereby granted an absolute divorce from the defendant.

2. That the plaintiff's maiden name of Frances Marie Downard be restored.

Dated at Wallace, Idaho, this 3rd day of October, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
OCT 3 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 3 day of Oct 19 49

ANNA K. BATTICK
Clerk of District Court
First Judicial District for
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

- - - - -

SYBIL BOLLAS,
Plaintiff,
vs.
ROGER BOLLAS,
Defendant.

NO. 10880

D E C R E E.

- - - - -

This cause came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, the 3rd day of October, 1949, the plaintiff appearing in person and by her attorney, Piatt Hull, and there being no appearance by or on behalf of the defendant.

It appeared to the satisfaction of the Court from the records and files herein that the defendant had been regularly served with Summons and Complaint and that he had failed to appear, answer or plead within the time provided by law, or at all, and that his default had been duly and regularly entered in the premises.

It further appeared from the affidavit of the plaintiff that the defendant is not in the military service of the United States as defined by the Soldier's and Sailor's Civil Relief Act of 1940 and acts amendatory thereof.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint.

Thereupon the cause was submitted to the Court, and the Court being fully advised in the premises made and entered herein its Findings of Fact and Cpnclusions of Law.

NOW, THEREFORE, By virtue of the premises and in accordance with said Findings of Fact and Conclusions of Law;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, Sybil Bollas, and the defendant, Roger Bollas, are hereby dissolved, set aside and held for naught, and the plaintiff is hereby granted an absolute divorce from the defendant.

2. That the plaintiff's maiden name of Sybil Mitchell be restored.

Dated at Wallace, Idaho, this 3rd day of October, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
OCT 3 1949
Anna K. Battick Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO }
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 3 day of Oct 19 49

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

IRENE HULL,
Plaintiff,
vs.
S. E. HULL,
Defendant.

No. 10901

D E C R E E

This cause came on regularly to be heard before the undersigned Judge, of the above entitled Court, sitting without a jury, at Wallace, Idaho, on the 3rd day ofOctober , 1949. The plaintiff appeared in person and by her attorney, Dale Austin, and there was no appearance by or on behalf of the defendant.

It appeared to the satisfaction of the Court from the records and files herein that the defendant has been duly and regularly served with process at Wallace, Idaho, and has failed to enter an appearance herein and that his default was duly and regularly entered herein.

Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint, and the Court being fully advised in the premises made and entered its Findings of Fact and Conclusions of Law.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, AND THE COURT DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony heretofore existing between the plaintiff IRENE HULL, and the defendant S. E. HULL, be, and the same are hereby dissolved, set aside and held for for naught, and the plaintiff is hereby granted an absolute divorce from the defendant.

2. That the plaintiff's former name is restored, to-wit: Irene Coyle.

3. That the defendant is ordered to pay to plaintiff, or

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

her attorney, Dale Austin, the sum of $125.00, attorney fees, and $20.00, for Court Costs.

Dated this 3rd day of October 1949.

Albert H Featherstone

Entered, Docketed add Filed
OCT 3 1949
Anna K. Battick Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 3 day of Oct. 19 49

ANNA K. BATTICK

Clerk of the District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

DALE AUSTIN
ATTORNEY AT LAW
WALLACE, IDAHO

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

CARMEN SANDRETTO, Plaintiff,) -vs- JOHN SANDRETTO, Defendant.)

10899

D E C R E E

This cause came regularly on to be heard this 4th day of October, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Finding of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and

T. P. WORMWARD
LAWYER
KELLOGG, IDAHO

defendant be, and the same are, hereby absolutely dissolved, and the said plaintiff be, and she hereby is, awarded an absolute divorce from the defendant, on the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff herein be awarded the care, custody and control of the minor child of said parties, namely; John Rodney Sandretto.

Done in open Court this 4th day of October, A.D. 1949.

Albert H Featherstone
District Judge

A. True Copy.

District Judge.

Entered, Docketed and Filed
OCT 4 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO } SS
COUNTY OF SHOSHONE }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 4 day of Oct. 49

ANNA K. BATTICK
Clerk District Court
Shoshone County, Idaho
By Betty Burster
Deputy

T. P. WORMWARD
LAWYER
KELLOGG, IDAHO

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

- - - - -

MARY HELEN RASMUSSEN,
Plaintiff,
vs.
PETER RASMUSSEN,
Defendant.

NO. 10902

D E C R E E.

- - - - -

This cause came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, the 5th day of October, 1949, the plaintiff appearing in person and by her attorney, Piatt Hull, and there being no appearance by or on behalf of the defendant.

It appeared to the satisfaction of the Court from the records and files herein that the defendant had been personally served with Summons and Complaint and that he had failed to appear, answer or plead within the time provided by law, or at all, and that his default had been duly and regularly entered in the premises.

It further appeared from the affidavit of the plaintiff that the defendant is not in the military service of the United States as defined by the Soldier's and Sailor's Civil Relief Act of 1940 and acts amendatory thereof.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint.

Thereupon the cause was submitted to the Court, and the Court being fully advised in the premises made and entered herein his Findings of Fact and Conclusions of Law.

NOW, THEREFORE, By virtue of the premises and in accordance with said Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, Mary Helen Rasmussen, and the defendant, Peter Rasmussen, are hereby dissolved, set aside and held for naught, and the plaintiff is hereby granted an absolute divorce from the defendant.

2. The property settlement between plaintiff and defendant is hereby approved.

Dated this 5th day of October, 1949.

ALBERT H. FEATHERSTONE
District Judge

ENTERED, DOCKETED AND FILED
OCT 10 1949
Anna K. Battick
Clerk District Court
By Betty Burstes Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Wallace, Idaho, this 8th day of Oct. 1949
Anna K. Battick
Clerk of the District Court
First Judicial District for
Shoshone County, Idaho
By Betty Burstes
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

- - - - -

LUCILLE M. RASMUSSEN, Plaintiff,	)	NO. 10917
vs.	)	D E C R E E.
HANS MARTIN RASMUSSEN, Defendant.	)	

- - - - -

This cause came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, the 18th day of October, 1949, the plaintiff appearing in person and by her attorney, Piatt Hull, and there being no appearance by or on behalf of the defendant.

It appeared to the satisfaction of the Court from the records and files herein that the defendant had been personally served with Summons and Complaint and that he had failed to appear, answer or plead within the time provided by law, or at all, and that his default had been duly and regularly entered in the premises.

It further appeared from the affidavit of the plaintiff that the defendant is not in the military service of the United States as defined by the Soldier's and Sailor's Civil Relief Act of 1940 and acts amendatory thereof.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint.

Thereupon the cause was submitted to the Court, and the Court being fully advised in the premises made and entered herein his Findings of Fact and Conclusions of Law.

NOW, THEREFORE, By virtue of the premises and in accordance with said Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, Lucille M. Rasmussen, and the defendant, Hans Martin Rasmussen, are hereby dissolved, set aside and held for naught, and the plaintiff is hereby granted an absolute divorce from the defendant.

2. The defendant, Hans Martin Rasmussen, be, and he hereby is, required to pay plaintiff's attorney fees herein in the sum of $100.00, together with her costs incurred herein in the sum of $16.40.

3. The plaintiff's maiden name of Lucille M. Chandler be, and it hereby is, restored to the plaintiff.

Dated this 18th day of October, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
OCT 21 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO } SS
COUNTY OF SHOSHONE }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 21st day of Oct 49

ANNA K. BATTICK
(Clerk of the)
First Judicial District
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

THOMAS FUREY,

Plaintiff,

vs.

DOLORES M. FUREY,

Defendant.

No. 10928

D E C R E E

- - -

This matter coming on regularly to be heard before me, the undersigned Judge of the above entitled court, plaintiff appearing in person and with his attorneys of record and with his witnesses and the defendant appearing not, and it appearing from the records and files in said action that the said defendant has been duly and regularly served with summons as required by law and that the time within which she could appear or plead has heretofore elapsed and the default of the said defendant having been entered, witnesses on behalf of plaintiff having been called, sworn and examined and the court being fully advised in the premises,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony heretofore and now existing between plaintiff and defendant be and they are hereby dissolved and plaintiff is awarded a decree of absolute divorce therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the sole care, custody and control of the minor child of plaintiff and defendant, Kathleen, be and the same is hereby awarded to plaintiff.

Done in open court this 21st day of October, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
OCT 21 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true
copy of the original Decree
on file in my office.
Dated at Wallace, Idaho this 21st day of October 19 49.

ANNA K. BATTICK
Clerk
First Judicial District
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

JAMES M. WATSON, Plaintiff, -vs- MYRTLE JOSEPHINE WATSON, Defendant.

COPY

No. 10903

D E C R E E

This cause came regularly on to be heard this 22 day of October, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a complaint of the plaintiff, taken as confessed by the defendant by her failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his Complaint and after having heard the same the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and the defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and he hereby is awarded an absolute divorce from

T. P. WORMWARD
LAWYER
KELLOGG, IDAHO

the defendant, on the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That defendant be awarded $40.00 per month as alimony for the support and maintenance of the said minor child, Thomas James Watson, as to the Court may seem just and proper under the premises.

Done in open Court this 22d day of October, 1949.

Albert W Featherstone
District Judge

A True Copy.

District Judge

Entered, Docketed and Filed
OCT 22 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO }
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Kellogg, Idaho, this 22nd day of Oct. 1949

ANNA K. BATTICK

By Betty Burster

T. P. WORMWARD
LAWYER
KELLOGG, IDAHO

7800

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

LORAYNE V. BROSTROM,
Plaintiff,
vs.
HAROLD BROSTROM,
Defendant.

No. 10929

D E C R E E

- - -

This matter coming on regularly to be heard before me, the undersigned Judge of the above entitled court, the plaintiff appearing in person and being represented by her attorneys of record and with her witnesses and the defendant appearing not and it appearing from the records and files in the above entitled cause that the said defendant was duly and regularly served with summons in the manner required by law and that the time within which said defendant could appear and plead has heretofore elapsed and the default of the said defendant having been entered, witnesses having been called, sworn and testified on behalf of the plaintiff and the court being fully advised in the premises,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony heretofore and now existing between plaintiff and defendant be and they are hereby dissolved and plaintiff is awarded a decree of absolute divorce therefrom.

Done in open court this 22nd day of October, 1949.

ALBERT H. FEATHERSTONE

District Judge

Entered, Docketed and Filed
OCT 22 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 22nd day of Oct. 19 49.

ANNA K. BATTICK

Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

LYLE G. WURM, Plaintiff, vs. LUCILLE E. WURM, Defendant.

No. 10952

D E C R E E

This matter coming regularly on to be heard this 27th day of October, 1949, upon stipulation between the attorneys for plaintiff and defendant, before the Honorable Albert H. Featherstone, Judge of the above entitled court. And the plaintiff appearing in person and being represented by his attorney, Sennett S. Taylor and the defendant being represented by her counsel, H. E. Worstell, and the defendant's demurrer having been heard and overruled and the defendant thereupon refusing in open court to further plead in this matter whereupon the default of the defendant was ordered entered herein.

Whereupon, witnesses were called, sworn and examined and the court having heard said testimony and being duly advised in the premises and findings of fact and conclusions of law having been waived herein by stipulation between counsel;

NOW, THEREFORE, IT IS HEREBY ORDERED, DECREED AND ADJUDGED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be dissolved and that plaintiff be, and he hereby is, awarded an absolute decree of divorce;

IT IS FURTHER HEREBY ORDERED, DECREED AND ADJUDGED that plaintiff be awarded as his full share of the community property acquired by plaintiff and defendant the 1939 Dodge Sedan automobile owned by said parties, Lots Seven, Eight, and

Nine on Block Two of Ives Addition to the Town of Murray, Shoshone County, State of Idaho, and that real property mortgage recorded in Volume 112 of Mortgages on page 170 thereof of the Register's Office of Oconto County, State of Wisconsin.

DATED this 27th day of October, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
OCT 27 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO } SS
COUNTY OF SHOSHONE }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 27th day of Oct. 1949

ANNA K. BATTICK

Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF SHOSHONE

JENNIE E. MORGAN,)

Plaintiff,) No. 10934

-vs-) D E C R E E

A. G. MORGAN, SR.,)

Defendant.)

This cause came regularly on to be heard this 27th day of October, 1949, before the Honorable Albert H. Featherstone, Judge of the above-entitled Court, sitting without a jury, upon a Complaint of the plaintiff, taken as confessed by the defendant by his failure to appear and answer the verified complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, absolutely dissolved, and the said plaintiff be, and she hereby is awarded an absolute divorce from the defendant, on the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff herein is the sole owner of the following described real estate and personal property, in accordance with the property settlement agreement on file herein, to-wit:

The South Ninety (90) Feet of Lots One (1) and Two (2)

T. P. WORMWARD
LAWYER
KELLOGG, IDAHO

located on the Northeast Corner of Ellen an Sutton Street, No. 217-19, located in the City of Wallowa, County of Wallowa, State of Oregon.

and the following household furniture and equipment.

Washing machine, dishes, kitchen utensils, magazine stand, rocking chair, and floor lamp.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant be awarded the 1948 Plymouth sedan automobile mentioned in plaintiff's Complaint, together with the balance of the personal property not herein awarded plaintiff and in accordance with the property settlement on file herein, which is made a part of this Decree of the award of the community property to each of the parties.

Done in open Court this 27th day of October, A. D. 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
OCT 27 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

A TRUE COPY

District Judge

STATE OF [illegible]
COUNTY OF [illegible] ss.

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallowa, Oregon, this 27th day of Oct. 1949

ANNA K. BATTICK

By Betty Burster

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

- - - - -

EMMA M. MICHAELS,
Plaintiff,
vs.
EMIL E. MICHAELS,
Defendant.

NO. 10938

D E C R E E.

- - - - -

This cause came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, the 27th day of October, 1949, the plaintiff appearing in person and by her attorney, Piatt Hull, and there being no appearance by or on behalf of the defendant.

It appeared to the satisfaction of the Court from the records and files herein that the defendant had been personally served with Summons and Complaint and that he had failed to appear, answer or plead within the time provided by law, or at all, and that his default had been duly and regularly entered in the premises.

It further appeared from the affidavit of the plaintiff that the defendant is not in the military service of the United States as defined by the Soldier's and Sailor's Civil Relief Act of 1940 and acts amendatory thereof.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint.

Thereupon the cause was submitted to the Court, and the Court being fully advised in the premises made and entered herein his Findings of Fact and Conclusions of Law.

NOW, THEREFORE, By virtue of the premises and in accordance with said Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, Emma M. Michaels, and the defendant, Emil E. Michaels, are hereby dissolved, set aside and held for naught, and the plaintiff is hereby granted an absolute divorce from the defendant.

2. That plaintiff be, and she hereby is, awarded the complete care, control and custody of Kenneth Michaels, minor child of plaintiff and defendant, and reserving unto the defendant the right to visit said child, or have said child visit him, at reasonable times and places.

3. That the said property settlement by and between plaintiff and defendant be, and hereby is, approved and the entire right, title and interest of said parties in following real property, to-wit:

> The North forty (40) feet of Lot No. Eleven (11) and the North forty (40) feet of Lot No. Twelve (12) and the East twenty (20) feet of the South eighty (80) feet of Lot No. Eleven (11), in Block Fifteen (15) of the original Townsite of Mullan, Shoshone County, Idaho, together with all improvements thereon situated,

together with all interest that either or both of said parties may hereafter acquire therein, is hereby set over, assigned and made the sole and separate property of plaintiff, Emma M. Michaels. That the personal property consisting of a certain business located at 307 Earle Avenue in the Village of Mullan, Shoshone County, Idaho, known as "Michaels Cleaners", including the equipment, machinery, supplies, cash funds, accounts receivable and miscellaneous items incident to such business, be, and hereby are, set over, assigned and made the sole and separate property of plaintiff, Emma M. Michaels.

Dated this 28th day of October, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
OCT 28 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office

Dated at Wallace Idaho, this 28th day of Oct, 19 49

Anna K. Battick

Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

WILLIAM R. PRICE, Plaintiff, -vs- RUTH PRICE, Defendant.

No. 10914

D E C R E E

This cause came regularly on to be heard this 28th day of October, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon the Complaint of the plaintiff herein, taken as confessed by the defendant by her failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. John J. Peacock appeared as attorney for the plaintiff, and the defendant did not appear, and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and that said defendant was served with said process in Seattle, King County, State of Idaho, and that the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and he hereby is, awarded an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the community property of said marriage consisting of real property situated in Boundary County, Idaho, described as follows, to-wit:

> Commencing at a point twenty (20) rods South of the Northwest Corner, Section Twelve (12), Township Sixty-two (62) North Range Two (2), East Boise Meridian; thence East eighty (80) rods, thence south twenty (20) rods, thence West eighty (80) rods, thence North twenty (20) rods to place of beginning, all being in the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$), Section Twelve (12), Township Sixty-two (62) North, Range Two (2) East Boise Meridian, Boundary County, Idaho,

be, and the same is hereby awarded to the plaintiff

Done in open Court this 28th day of October, A. D. 1949.

Albert H. Featherstone
District Judge

Entered, Docketed and Filed
OCT 28 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO } SS
COUNTY OF SHOSHONE }

I do hereby certify that the foregoing is a true copy of the Decree on file in my office.

Dated at Wallace, Idaho, this 28th day of Oct. 1949

Anna K. Battick
Clerk District Court
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TETON

VELMA SHIPLEY, Plaintiff vs. LEWIS W. SHIPLEY, Defendant	DECREE OF DIVORCE

This cause coming on regularly to be heard this 23rd day of September, 1949, upon the Complaint herein taken as confessed by the defendant and the proofs taken herein before this Court, from which it appears that all of the material allegations of the Complaint are sustained by testimony free and clear of all legal exceptions as to its competency, admissibility, and sufficiency, that said matter so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in her Complaint; that the plaintiff was a resident of Jefferson County, Idaho at the time of commencing of suit and was a resident of said Jefferson County, State of Idaho for more than six (6) full weeks immediately prior thereto, and on motion of T. Harold Lee, counsel for the plaintiff,

IT IS ORDERED, ADJUDGED, AND DECREED, That by virtue of the power and authority therein vested and in pursuance of the statutes in such cases made and provided, does order, adjudge, and decree that the marriage between the said plaintiff, Velma Shipley, and the said defendant, Lewis W. Shipley, be dissolved and the same is hereby dissolved accordingly, and the said parties are, and each of them is, free and absolutely released from the bonds of matrimony and all obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the care, custody, control, and education of the minor children of the plaintiff and the defendant be, and the same is, hereby awarded to the plaintiff, Velma Shipley, subject to the right of the defendant,

Lewis W. Shipley, to visit said minor children at all reasonable times and places.

Dated this 23rd day of September, 1949.

/s/ Henery S. Martin

4705

STATE of IDAHO } ss
COUNTY of TETON }
Filed for Record at the Request of
J. K. Spence
at 3:30 Minutes past 2
O'clock P. M. this 17
day of November 19 49
and Recorded in Book 57
of Agreements page 353
Records of Teton, County
State of Idaho.
Recorder
By
Deputy

4

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TETON

ROLLAND B. BALER,

Plaintiff,

vs.

MARIE S. BALER,

Defendant.

DECREE

This cause came on regularly for trial at Chambers at Idaho Falls, Idaho on the 7th day of October, 1949, Holden & Holden appearing for and in behalf and as the attorneys of the above named Marie S. Baler, defendant and cross-complainant, and no one appearing for or in behalf of the above named Rolland B. Baler, whereupon the cross-complainant, Marie S. Baler, was duly and regularly sworn and examined, and testified for and in her own behalf, and thereupon DorothyGrimmett was duly and regularly sworn and examined and testified for and in behalf of the above named cross-complainant, and thereupon the above named cross-complainant rested and the above named Rolland B. Baler, having submitted no proof whatever, for or in his own behalf, this cause was thereupon submitted to the Court for its decision upon the testimony and documentary evidence submitted for and in behalf of the above named defendant and cross-complainant, and the Court being fully advised in the premises, now finds as follows:

That the above named plaintiff, Rolland B. Baler, has been duly and regularly served with a true copy of the Cross-Complaint, filed in said Court in said cause; that by the written Stipulation of the parties to this suit, filed in said Court in said cause, it is expressly agreed that the said plaintiff hereby withdraws his Complaint on file herein against the above named defendant and cross-complainant; that the defendant's Cross-Complaint filed herein, shall be deemed to be denied; that the plaintiff hereby refuses to plead further to the said defendant and cross-complainant's

Cross-Complaint, and consents that the default of the said plaintiff may be entered to the defendant's said Cross-Complaint; that this cause may be tried and final judgment rendered and entered herein, either in term time or in vacation, at Chambers at any time convenient to said Court, or the Judge thereof, without notice to the above named plaintiff; that the making of Findings of Fact and Conclusions of Law is waived; that the default of the above named plaintiff and cross-defendant, Rolland B. Baler, has been heretofore duly and regularly entered according to law; that the plaintiff and cross-defendant is not in the military service of the United States, nor in any branch of the service thereof.

That this Court has jurisdiction of the subject matter of this suit, and of the person of the above named plaintiff, Rolland B. Baler, and of the person of the above named defendant and cross-complainant, Marie S. Baler, and of the persons of the two minor children of plaintiff and defendant; that the defendant and cross-complainant is entitled to a Decree of divorce as prayed for in her Cross-Complaint filed herein; that the defendant and cross-complainant is a fit and proper person to have the care, custody and control of the minor children of plaintiff and defendant and cross-complainant.

By the written Stipulation of the parties to this suit, filed in said Court in said cause, it is agreed that the said defendant and cross-complainant shall be awarded the care, custody and control of said minor children, Kathleene Baler, age eight years, and Martin Baler, age seven years, subject to plaintiff's right to visit said children at all reasonable times and places, and that plaintiff will pay to the defendant and cross-complainant for the support and maintenance ofsaid minor children, the sum of Thirty Dollars ($30.00) per month each, commencing October 20, 1949, and continuing thereafter on the 20th day of each and every month until said children shall have reached the age of majority.

That by the written Stipulation of the parties to this suit, filed in said Court in said cause, that the Court shall award to the defendant and cross-complainant, as her sole and separate property, and for her sole and separate use and benefit, the following described real and personal property, situated in Teton County, Idaho, and described as follows, to-wit:

> The South Half of the Northeast Quarter ($S\frac{1}{2}NE\frac{1}{4}$), and the North Half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$), in Section Twenty-five (25), Township Six (6) North, Range Forty-five (45), East Boise Meridian.

That said property is being purchased under Contract of Sale with the Union Central Life Insurance Company, and the plaintiff agrees that he will assume and pay the installment payment on said Contract, which is due December 1, 1949, in the amount of $276.85, together with accrued interest, and the defendant and cross-complainant agrees to pay the real estate taxes levied and assessed against said property. Plaintiff further agrees that he will give to defendant, an Assignment of his interest in said Contract of Sale, and that the personal property to be awarded to the defendant and cross-complainant is as follows:

> Household goods and furniture described as follows: 1 dining room set, 1 bedroom set, 1 stove, 1 radio, 1 washing machine, 1 chest of drawers, cooking utensils, blankets and bedding and miscellaneous household goods and fixtures and linen.
>
> The following described farm equipment: 1 Ford tractor, 1 Post Mall, 1 Power Cultivator, 1 Power Scraper, and 1 Manure Loader.

It is further agreed that the plaintiff agrees to assume and pay the indebtedness against the farm machinery and equipment above described.

That by the written Stipulation of the parties to this suit, filed in said Court in said cause, it is expressly agreed that the Court shall award and decree to the plaintiff, as his sole and separate property, and for his sole and separate use and benefit, the following described real and personal property, situated in Teton County, Idaho, to-wit:

The South Half ($S\frac{1}{2}$) of Section Thirty (30); the Southwest Quarter ($SW\frac{1}{4}$), the South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$), the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SE\frac{1}{4}$), and the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$) in Section Twenty-nine (29), Township Six (6) North, Range Forty-six (46), East of the Boise Meridian;

Together with all ditch and water rights thereunto belonging, or in any wise appertaining, however the same may be evidenced.

That the above described property is being purchased under Contract of Sale from Mark L. Weaver and Mary D. Weaver, his wife, and the defendant and cross-complainant agrees to assign to the plaintiff all of her right, title and interest in and to said Contract of Sale; that the personal property to be awarded to the plaintiff is as follows:

A one-third interest in and to a 1948 Studebaker, $1\frac{1}{2}$ ton truck, a big army truck, 1 Moline Tractor, 1 Intermountain Tractor, 1 Caterpillar, 1 new Drill, 1 new Disk, 1 new Case Separator, 1 Case Wheel Tractor, 1 saw mill, grain and other crops.

All other real and personal property of every kind and nature.

That by the written Stipulation of the parties to this suit, filed in said Court in said cause, the above named defendant and cross-complainant agrees that she waives any and all claims and demands against the plaintiff of every kind and nature, excepting those that are expressly set forth in said Stipulation.

That by the written Stipulation of the parties to this suit, filed in said Court in said cause, it is expressly agreed that in the event the Court grants a Decree of divorce to the defendant on her Cross-Complaint, that plaintiff will forthwith execute and deliver to the defendant and cross-complainant, an Assignment of his interest in and to said Contract of Sale, and a Quit Claim Deed to the real property, and a Bill of Sale to the personal property to be awarded to said defendant and cross-complainant, and that the said defendant and cross-complainant will likewise execute and deliver to the plaintiff an Assignment of her interest in and to said Contract of Sale, and a Quit Claim

Deed to said real property, and a Bill of Sale to said personal property to be awarded to said plaintiff.

NOW THEREFORE, on motion of Holden & Holden, attorneys of record of the above named defendant and cross-complainant,

I

IT IS HEREBY ORDERED ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named defendant and cross-complainant, Marie S. Baler, and the above named plaintiff and cross-defendant, Rolland B. Baler, be, and the same is hereby forever dissolved, set aside and held for naught, and that the said defendant and cross-complainant, Marie S. Baler, and the said plaintiff and cross-defendant, Rolland B. Baler, and each of them be, and they are hereby forever absolutely released from all the obligations thereof.

II

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the said defendant and cross-complainant, have and she is hereby awarded the sole care, custody and control of Kathleene Baler, a daughter, age eight years, and Martin Baler, a son, age seven years, minor children of defendant and cross-complainant and of plaintiff and cross-defendant; that the said plaintiff and cross-defendant may visit said children at all reasonable times and places.

III

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the said plaintiff and cross-defendant, Rolland B. Baler, shall pay to said defendant and cross-complainant, Marie S. Baler, for the support and maintenance of the two said minor children, the sum of Thirty Dollars ($30.00) per month each, commencing October 20th, 1949, and continuing thereafter on the 20th day of each and every month until said minor children shall have attained the age of majority.

IV

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND

DECREED, that the said defendant and cross-complainant, Marie S. Baler, have, and she is hereby awarded and decreed as her sole and separate property, and for her sole and separate use and benefit, the following described real property situated in the County of Teton, State of Idaho, to-wit:

> The South Half of the Northeast Quarter ($S\frac{1}{2}NE\frac{1}{4}$), and the North Half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$), in Section Twenty-five (25), Township Six (6) North, Range Forty-five (45), East Boise Meridian.

That said property is being purchased under Contract of Sale, and that plaintiff and cross-defendant shall pay the installment payment due on said Sale Contract due December 1, 1949, in the amount of $276.85, with accrued interest, and that defendant and cross-complainant shall pay the real estate taxes levied and assessed against said property, and that said plaintiff and cross-defendant, Rolland B. Baler, is hereby divested of all right, title and interest in and to the above real property and the whole thereof.

V

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the said defendant and cross-complainant, Marie S. Baler, is hereby awarded and decreed, as her sole and separate property, and for her sole and separate use and benefit, the following described personal property, to-wit:

> Household goods and furniture described as follows: 1 dining room set, 1 bedroom set, 1 stove, 1 radio, 1 washing machine, 1 chest of drawers, cooking utensils, blankets and bedding and miscellaneous household goods and fixtures and linen.
>
> The following described farm equipment: 1 Ford tractor, 1 Post Mall, 1 Power Cultivator, 1 Power Scraper, and 1 Manure Loader,

and that plaintiff and cross-defendant shall pay all the indebtedness against the farm machinery and equipment above described, and that the said plaintiff and cross-defendant is hereby divested of all right, title and interest in and to said personal property and the whole thereof.

VI

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND

DECREED, that the said plaintiff and cross-defendant, Rolland B. Baler, is hereby awarded and decreed as his sole and separate property, for his sole and separate use and benefit, the following described real and personal property, situated in Teton County, Idaho, to-wit:

> The South Half ($S\frac{1}{2}$) of Section Thirty (30); the Southwest Quarter ($SW\frac{1}{4}$), the South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$), the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SE\frac{1}{4}$), and the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$) in Section Twenty-nine (29), Township Six (6) North, Range Forty-six (46), East of the Boise Meridian;
>
> Together with all ditch and water rights thereunto belonging, or in any wise appertaining, however the same may be evidenced.
>
> A one-third interest in and to a 1948 Studebaker, $1\frac{1}{2}$ ton truck, a big army truck, 1 Moline Tractor, 1 Intermountain Tractor, 1 Caterpillar, 1 new Drill, 1 new Disk, 1 new Case Separator, 1 Case Wheel tractor, 1 saw mill, grain and other crops.
>
> All other real and personal property of every kind and nature,

that the said real property is being purchased under Contract of Sale.

VII

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that defendant and cross-complainant waives any and all further claims and demands against plaintiff and cross-defendant of every kind and nature, excepting those set forth herein.

VIII

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that plaintiff and cross-defendant shall forthwith execute and deliver to defendant and cross-complainant an Assignment of his interest in and to said Contract of Sale, and a Quit Claim Deed to said real property, and a Bill of Sale to personal property awarded to defendant and cross-complainant, and that said defendant and cross-complainant shall forthwith execute and deliver to plaintiff and cross-defendant an Assignment of her interest in and to said Contract of Sale, and a Quit Claim Deed to said real property, and

a Bill of Sale to the said personal property awarded to plaintiff and cross-defendant.

DONE and dated this 7th day of October, 1949.

(s) Henry E. Martin
District Judge

COPY

7807

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

* * * * * * *

VIRGINIA MINTUN,

Plaintiff,

vs.

CHESTER MINTUN,

Defendant.

13990

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED OCT 14 1949
C. A. Bellew Clerk
By Irene C. Nielsen Deputy Clerk
Entered OCT 14 1949

DECREE OF DIVORCE

* * * * * * *

The above entitled action came on regularly for hearing 2:30 PM before the Court on the 14 day of October, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn and Rayborn, and the defendant appearing not, either in person or by attorney, and it satisfactorily appearing to the Court that due service of summons and complaint in said action has been made upon the defendant; and that the defendant has failed and refused to appear and answer or otherwise plead to said complaint; and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired; and the default of the said defendant having been heretofore duly entered; and evidence having been adduced on behalf of the plaintiff in support of her complaint, and the matter having been fully submitted to the Court for decision; the Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations of plaintiff's complaint are true and that the plaintiff is entitled to a decree of divorce from the defendant; and it further appearing from the evidence that a property settlement agreement has been entered into by and between the plaintiff and the defendant, which agreement appears to be fair and equitable.

NOW, THEREFORE, On Motion of Rayborn and Rayborn, attorneys for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore and now existing

between the plaintiff and the defendant be, and the same are hereby, wholly dissolved, and the parties hereto restored to the status of single persons.

2. That that certain property settlement agreement bearing date the 15th day of August, 1949 is by the Court approved, and is marked "Exhibit A" and attached hereto, and by reference made a part of this decree of divorce.

3. That that certain 1934 Chevrolet pick-up described in the said property settlement agreement is hereby decreed to the defendant, Chester Mintun, as his sole and separate property; and that all other personal property heretofore enumerated in the said property settlement agreement is hereby decreed to the plaintiff, Virginia Mintun, as her sole and separate property.

4. It is further ordered, adjudged and decreed that the care and custody of the minor children of the plaintiff and the defendant namely, Edgar Mintun, age 12 years, Dean Mintun, age 10 years, Dale Mintun, age 5 years, and Glenn Mintun, age four years, be, and the same is hereby, awarded to the plaintiff, Virginia Mintun, with the right of visitation by the defendant at all reasonable times.

5. It is further ordered, adjudged and decreed that the defendant pay to the plaintiff for the support and maintenance of the said minor children the sum of $100.00 per month, effective for the month of Nov, 1949, and each month thereafter until the further order of this Court.

Dated this 14 day of October, 1949.

Edgar E. Lowe
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bullock
Clerk of the District Court

Irene C. Nielsen

AGREEMENT OF PROPERTY SETTLEMENT
AND CUSTODY OF CHILDREN.

This Agreement, Made and entered into this 15 day of August, 1949, by and between Virginia Mintun, hereinafter referred to as the party of the first part, and Chester Mintun, hereinafter referred to as the party of the second part,

WITNESSETH, That the parties hereto are husband and wife one of the other, and that

WHEREAS, Unhappy and irreconcilable differences have arisen between the parties hereto which make it impossible for them to continue to live together as man and wife, and they have been and will hereafter continue to live separate and apart.

That for and in consideration of the covenants and agreements herein contained the parties hereto have agreed between themselves as follows:

That there are four minor children of the parties hereto, namely, Edgar Mintun, aged 12 years, Dean Mintun, aged 10 years, Dale Mintun, aged 5 years, and Glenn Mintun, aged four years. And it is agreed by and between the parties hereto that the plaintiff, Virginia Mintun, is to have the care, custody and control of these minor children, and that the defendant is to have the right to visit said children at any and all reasonable times.

It is further agreed that the defendant is to pay to the plaintiff the sum of $100.00 per month for the support and maintenance of said minor children; the said payments to start on the first day of September, 1949, and on the first day of each and every month thereafter.

It is further agreed that the parties hereto are the owners of the following described personal property: Miscellaneous household and kitchen furniture, one National trailer house, one 1937 Ford automobile, one 1934 Chevrolet pick-up; and the parties hereto hereby agree that the plaintiff is to have all household and kitchen furniture belonging to the parties hereto, and is to have the said

National trailer house belonging to the parties hereto and the 1937 Ford automobile, as her sole and separate property; and that the defendant is to have that certain 1934 Chevrolet pick-up as his sole and separate property.

It is further agreed by and between the parties hereto that the earnings of each of the parties hereto from and after the execution of this agreement will be the sole and separate property of the one so earning same.

It is further agreed and understood that the parties hereto from and after the execution of this agreement will live separate and apart from each other and neither will molest or disturb the other in any way.

It is further agreed that divorce proceedings have been instituted in the District Court of the Eleventh Judicial District of the State of Idaho, in and for the County of Twin Falls, by the plaintiff, Virginia Mintun, against the defendant, Chester Mintun, and it is agreed that the terms of this agreement may be included in and made a part of the Decree of Divorce when and if one is granted in this action.

In Witness Whereof, The parties hereto have hereunto set their hands and seals the day and year first above written.

Virginia Mintun
Party of the First Part

Chester Mintun
Party of the Second Part

STATE OF IDAHO,)
(ss.
County of Twin Falls,)

On this 15 day of August, 1949, before me, the undersigned, a notary public in and for said State and County, personally appeared Virginia Mintun, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

SEP 18 1952

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal)

Notary Public for Idaho
Residence: Filer, Idaho

My comm. expires 4/16/53

STATE OF WASHINGTON,)
County of Clark,) ss.

On this 20th day of ~~August~~ Sept., 1940, before me, the undersigned, a notary public in and for said State and County, personally appeared Chester Mintun, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Frank W. Harris.
Notary Public
Residing at Vancouver Wash.

My commission expires Feb. 21, 1953

7808

IN THE DISTRICT COURT
OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF TWIN FALLS

--:--

EDWIN H. BESSETTE,	Plaintiff,	
vs.		DECREE OF DIVORCE
ALBERTA V. BESSETTE,	Defendant.	

--:--

THIS ACTION Coming on for hearing before Honorable Kales E. Lowe, one of the Judges of this Court at Twin Falls, Idaho, on October 14th, 1949, plaintiff appearing in person and by his attorney, J. H. Blandford, and it appearing to the Court that service of summons has been duly made upon defendant; that defendant has failed to appear and answer said complaint within the time allowed by law and a default has been duly entered herein against her, and it appearing further that the material allegations of plaintiff's complaint are true, namely, that plaintiff and defendant were married at Santa Margarita, California, on June 27, 1943, that no children have been born to plaintiff and defendant, that all property and property rights of the parties hereto have been satisfactorily adjusted between the parties, that plaintiff is a bona fide resident of the State of Idaho and had been for more than six full weeks immediately preceding the commencement of this action, that defendant has treated plaintiff in a cruel and inhuman manner and that said acts of cruelty have caused plaintiff grievous mental suffering;

NOW, THEREFORE, on motion of J. H. Blandford, attorney for plaintiff, IT IS ORDERED, ADJUDGED AND DECREED as follows:

That the marriage relation existing between plaintiff and defendant be absolutely dissolved and said parties forever freed from the obligations thereof and that plaintiff and defendant, and each of them, be restored to the status of a single and unmarried person.

DATED at Twin Falls, Idaho, this 14th day of October, 1949.

KALES E. LOWE
District Judge

1401

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED OCT 14 1949
C A Bulles
Clerk
By Irene C Nielsen
Deputy Clerk
Entered OCT 14 1949
2:45 PM

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C A Bulles
Clerk of the District Court
By Irene C Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS 14013

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED OCT 21 1949
C. A. Bullen Clerk
By Irene C. Nielsen Deputy Clerk
Entered OCT 21 1949 2:20 PM

Helen Chappelle, Plaintiff,

vs.

Fred Chappelle, Defendant.

DECREE OF DIVORCE

This matter came on regularly for hearing on the 21st day of October, 1949, at the hour of 10:00 o'clock A.M. before the undersigned District Judge, sitting without a jury. Plaintiff appeared in person and by her attorney, J. W. Taylor, and defendant having in open court withdrawn his answer and refused to plead further in the matter and his default having been duly entered, testimony was submitted in behalf of the plaintiff by plaintiff and witnesses in her behalf. The Court having heard the evidence and being fully advised in the matter, finds that all the allegations of the plaintiff's complaint are true and that plaintiff is entitled to a decree of divorce from defendant as prayed in her complaint; also that the parties hereto have settled their property rights by written agreement, as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement, made and entered into this 14th day of October, 1949, by and between Fred Chappelle, party of the first part, of Buhl, Idaho, and Helen Chappelle, party of the second part, of Buhl, Idaho, witnesseth:

Whereas the said parties hereto are husband and wife and that there are not any children of the said marriage;

That unhappy differences have arisen between the said parties making it impossible for them to live together as husband and wife, and the party of the second part has instituted an action for divorce against the party of the first part in the District Court of the Eleventh Judicial District of the State of Idaho, in and for Twin Falls County;

And whereas the parties hereto desire to settle their mutual property rights;

It is therefore agreed between the parties that they are the owners of the following community property, to-wit:

> The Northwest Quarter of the Southwest Quarter of Section Nine (9) Township Ten (10) South Range Fourteen (14) E.B.M., together with forty shares of Capital Stock of the Twin Falls Canal Company evidencing a water right thereto, together with certain livestock, crops, farm machinery and equipment and household furniture and one Plymouth car and a Dodge truck, both of which stand in the name of the party of the first part, also crops grown on Eighty (80) acres adjoining the above described real estate.

It is further agreed that the parties have arranged for a sale of the above entitled real estate consisting of Forty (40) acres of land for the approximate sum of $5000.00; that there is a mortgage on said premises which the purchaser agrees to assume and pay in addition to the said sum of $5000.00; it is further agreed that the party of the second part is to receive out of the sale price of said real estate the sum of $4000.00, and the party of the first part is to receive the balance of $1000.00 and in addition to receive for his own and separate property all of the crops raised on the said premises and in possession of the party of the first part; and that the party of the first part is to pay all outstanding bills of the parties;

It is further understood and agreed that the party of the second part has received from the party of the first part certain household equipment and belongings which have been delivered to her by agreement between the parties hereto and which property is now in her possession;

It is understood and agreed that this agreement is intended as a full, complete and final settlement of all the property rights and mutual claims of the parties hereto and that neither party shall hereafter have any claim against the other party for any property right, attorney fees, costs or alimony or support money

whatsoever and that each of the parties may engage in whatever trade, business or occupation such party desires free from any interference from or liability to the other party.

Each of the parties hereto has carefully considered the matters and has obtained legal advice as to her or his rights hereunder and that each of the parties is fully advised and satisfied with the above arrangement and excepts the same in full settlement of all claims by reason of their marriage.

In witness whereof the parties have hereunto set their hands the day and year first above written.

Fred Chappelle

Helen Chappelle

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 14th day of October, 1949, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Fred Chappelle and Helen Chappelle, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

J. W. Taylor
Notary Public for the State of Idaho,
Residing at Buhl, Idaho

(SEAL)

and the Court finds the said agreement is fair and equitable and the same is hereby approved.

It is therefore ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff and defendant be dissolved, and each of the said parties is restored to the status of a single, unmarried person.

Dated October 21, 1949.

Kales E Love
District Judge.

State of Idaho }
County of Twin Falls } ss
I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.
Clerk of the District Court
By Deputy

7810

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS 14027

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED OCT 21 1949
C A Bullen Clerk
By Irene C Nielsen Deputy Clerk
Entered OCT 21 1949 2:40 PM

Dorothy Hyder, Plaintiff,

vs.

Seward Hyder, Defendant,

DECREE OF DIVORCE

This matter came on regularly for hearing before the undersigned District Judge on the 21st day of October, 1949, Plaintiff appeared in person and by her attorney, J. W. Taylor, and the defendant, having been duly and regularly served with process herein and having filed his acknowledgement of service and refusal to plead in the matter, and his default having been duly entered, testimony was submitted by the plaintiff and witnesses in her behalf. The court having heard the evidence and being fully advised in the matter finds that all the allegations of the plaintiff's complaint are true and that plaintiff is entitled to a decree of divorce as prayed in her complaint and is the owner of the property described in the complaint as her sole and separate property except the furniture and household equipment which is community property.

It is therefore ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, dissolved, and each of said parties is hereby restored to the status of a single, unmarried person; that the custody and control of Mary Lou Hyder, the minor daughter of the parties be, and the same hereby are, awarded to the plaintiff with the right in the defendant to visit said daughter at reasonable times.

And the following property is hereby decreed to be the sole and separate property of the plaintiff, to-wit:

Lot Eleven (11) of the Bonnie View Subdivision, Twin Falls County, Idaho, and one 1942 Nash Sedan and also the household furniture and equipment of the parties.

Dated October 21, 1949.

Kales E Lowe
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full true and correct copy of the original on file in the above entitled action.

C A Bullen
Clerk of the District Court
By Irene C Nielsen Deputy

7811

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO,
IN AND FOR TWIN FALLS COUNTY.

MAUDE EDNA MAYS,

Plaintiff

VS.

JAMES F. MAYS,

Defendant.

DECREE 14029

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED OCT 21 1949
C. A. Bullock Clerk
By June C. Nielsen Deputy Clerk
Entered OCT 21 1949 2:45 PM

This cause came on regularly to be heard on the 21st day of October, 1949, F. C. Sheneberger appearing as attorney for the plaintiff, and the defendant appearing neither in person nor by his attorney, and it appearing that the said defendant was heretofore regularly served with process and having failed to appear and answer plaintiff's complaint on file herein and the time for answering having expired, and the default of said defendant having been duly entered herein and evidence having been introduced on behalf of the plaintiff at said hearing of this cause, and said matter having been submitted to the Court for its consideration and decision and the Court being fully informed in the premises, now makes its findings of fact and decision as follows:

The Court finds that all the allegations contained in the complaint are true and that a decree of divorce should be granted as prayed for in said complaint,

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony heretofore and now existing between the plaintiff, Maude Edna Mays, and the defendant, James F. Mays, be and the same hereby are dissolved,

2. That the plaintiff, Maude Edna Mays, shall have the care, custody and control of James E. Mays, the minor child of the parties to this action and the defendant is hereby given the right to visit said child at all reasonable times,

3. That the community property of the plaintiff and defendant con-

sisting of their household furniture and stock of merchandise located in Mac's Hut in Twin Falls, Idaho, be, and the same hereby is awarded to the plaintiff as her sole and separate property.

Dated this 21st day of October, 1949.

Kales E Lowe
District Judge

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

Carl Bullen
Clerk of the District Court

By Irene C Nielsen
Deputy

7812

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

14075

BEVERLY BEACH,

Plaintiff,

vs.

DONALD BEACH,

Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED OCT 21 1949
Ed Bullis Clerk
By June C Nielsen Deputy Clerk

DECREE OF DIVORCE.

Entered OCT 21 1949 2:30 PM

The above entitled action came on regularly for hearing before the Court on this 21st day of October, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn & Rayborn, and the defendant appearing not, either in person or by attorney; and it satisfactorily appearing to the Court that due service of Summons and Complaint in said action has been made upon the defendant; and that the defendant has failed and refused to appear and answer or otherwise plead to said complaint, and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired and the default of the said defendant having been heretofore duly entered; and evidence having been adduced on behalf of the plaintiff in support of her complaint, and the matter having been adduced on behalf of the plaintiff in support of her complaint and the matter having been fully submitted to the Court for decision. The Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations in plaintiff's complaint are true and that the said defendant has been guilty of extreme cruelty, and that the plaintiff is entitled to a Decree of Divorce from the defendant.

NOW THEREFORE, On Motion of Rayborn & Rayborn, attorneys for the plaintiff, it is hereby Ordered, Adjudged and Decreed as follows, to-wit:

That the bonds of matrimony heretofore existing between the plaintiff Beverely Beach, and the defendant Donald Beach, be and the same are hereby wholly dissolved.

Dated this 21st day of October, 1949.

Kaley E Laws
District Judge.

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the office of said Court.

C A Bulles
Clerk of the District Court

By June C Nielsen
Deputy

7813

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

Barbara Smith, Plaintiff,

vs.

Joseph Smith, Defendant.

13968

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED OCT 21 1949
C. A. Bullen Clerk
By Irene C. Nielsen Deputy Clerk

DECREE OF DIVORCE

Entered OCT 21 1949 2:10 PM

This matter came on regularly for hearing on the 21st day of October, 1949, before the undersigned District Judge, sitting without a jury. Plaintiff appeared in person and by her attorney, J. W. Taylor, and defendant failed to appear either in person or by attorney.

The defendant having been duly and regularly served with copy of the summons and complaint, and the time allowed by law for him to answer or otherwise plead, and no answer or other appearance having been made by him, and his default having been duly entered, testimony was submitted by the plaintiff and witnesses in her behalf.

The Court having heard the evidence and being fully advised in the matter finds that all the allegations of the plaintiff's complaint are true and that plaintiff is entitled to a decree of divorce from defendant on the ground of cruelty, and is entitled to the custody of Wesley Eugene Smith, the minor son of the parties hereto and is entitled to receive the sum of $25.00 per month for the support of said minor child, and to have the household furniture of the parties decreed to her as her sole and separate property.

It is therefore ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, dissolved, and each of the parties be restored to the status of a single, unmarried person; that the care, custody and control of the said Wesley Eugene Smith, the minor child of the parties, be, and they hereby are, awarded to the plaintiff; and that the defendant be, and he hereby is, required to pay to

plaintiff the sum of $25.00 per month for the support of said minor child, beginning on November 1, 1949; and that the household furniture of the parties be, and the same hereby is, awarded to the plaintiff as her sole and separate property.

Dated October 21st, 1949.

Kales E. Lowe
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bullis
Clerk of the District Court

By Irene C. Nielsen
Deputy

7814

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

14024

DON E. GARNER,

Plaintiff,

-vs-

RUTHIE LEA GARNER,

Defendant.

DECREE OF DIVORCE

COPY

Now on this 21st day of October, 1949, this matter came on for hearing to the Court. Plaintiff appeared in person and by Earl E. Walker, Esq., his attorney. The defendant did not appear. Witnesses were sworn and testified on behalf of the plaintiff, after which the matter was submitted to the Court for its decision. The Court, being fully advised in the premises and upon consideration of the files and of the evidence finds that good and sufficient service of summons has been had on the defendant, Ruthie Lea Garner; that said defendant has failed to appear or plead herein although the time for so doing has wholly expired and is in default and that the defendant's default has been duly entered against her; that the material allegations of plaintiff's complaint are true; that the defendant is guilty of extreme cruelty toward the plaintiff and that by reason thereof the plaintiff is entitled to a divorce from the defendant; that the plaintiff is a fit and proper person to have the custody of Linn Marlow Garner and Dean Allen Garner, the minor children of the parties hereto but that the defendant is not a fit and proper person to have the custody of said minor children; that the written agreement of the parties hereto and

on

in evidence herein is not approved by the Court as to its terms and conditions with reference to the division of the custody of the minor children of the parties hereto between them but that said agreement is fair and reasonable as to the division of the community property of the parties hereto and is hereby approved by the Court and that by reason thereof the Court finds that the plaintiff is entitled to have said community property of the parties hereto awarded to him as his sole and seperate property subject, however, to all community debts.

WHEREFORE, It is Decreed by the Court:

1. That the plaintiff be and he hereby is divorced from the defendant.

2. That the plaintiff have the custody of Linn Marlow Garner and Dean Allen Garner, the minor children of the parties hereto.

3. That all of the community property of the parties hereto is hereby awarded to the plaintiff as his sole and separate property, subject, however, to all community debts.

Dated this 24th day of October, 1949.

KALES E. LOWE
District Judge.

I hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Clerk of the District Court

Deputy

Copy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

E. C. Requa,

Plaintiff,

Vs.

Marshal E. Requa,

Defendant.

14038

DISTRICT COURT
Eleventh Judicial District
DECREE Twin Falls, State of Idaho
FILED OCT 28 1949
C. A. Bullock
Clerk
By Irene C. Nielsen
Deputy Clerk
Entered OCT 28 1949 3 PM

This cause came on regularly for trial before the above entitled Court, at the court room thereof, in the County of Twin Falls, State of Idaho, on the date at the foot hereof. The plaintiff appeared in person and by and through his attorney of record, Ray D. Agee. The defendant did not appear, and it appeared to the Court, and it hereby finds, that the defendant, Marshal E. Requa, has been duly and regularly served with summons in this action, and having failed to appear and plead to the plaintiff's complaint filed herein, and the time allowed by law for pleading to said complaint having expired, and no answer, demurrer or other appearance having been made by the defendant, or filed herein, the default of the defendant, Marshal E. Requa, in the premises, has been duly and regularly entered herein according to law.

Whereupon, witnesses on the part and behalf of the plaintiff were duly sworn and examined and evidence introduced and admitted, and the evidence being closed, the cause was submitted to the Court for its consideration and decision and, after due deliberation thereon, the Court hereby finds and decides: That, for a long time last past, the defendant has wilfully, wrongfully and intentionally treated the plaintiff with extreme cruelty, and has inflicted grievous bodily injury and grievous mental suffering upon him by her acts and conduct; that all of the property, hereinafter described, and each part thereof, and each interest therein, is the sole and separate property of the plaintiff; and that each allegation set forth or contained in plaintiff's complaint on file herein is true and correct, and, being now fully advised both in the law and in the premises, the Court hereby makes and enters its judgment and decree as follows:

Wherefore, by virtue of the law and by reason of the premises, aforesaid, it is hereby ordered, adjudged and decreed that the bonds of matrimony now and heretofore existing between the plaintiff, E. C. Requa, and the defendant, Marshal E. Requa, be, and the same are hereby, wholly and absolutely dissolved, and that said parties be, and they are hereby, forever freed from the obligation thereof, and that a decree of absolute divorce be, and the same is hereby, entered herein in favor of the plaintiff and against the defendant.

And it is further ordered, adjudged and decreed that the plaintiff, E. C. Requa, is the owner of and entitled to the possession of the property, hereinafter described, and each part thereof, and each interest therein, as his sole and separate property, and that the title of the plaintiff therein and thereto is good and valid, and it is further ordered, adjudged and decreed that

the defendant, Marshal E. Requa, has no estate, right, title or interest whatever of, in, or to, or lien upon, said property, or any part or portion thereof, and that the title to said property, and each part thereof, and each interest therein, be, and the same is hereby, quieted in the plaintiff against all claims, demands, liens or pretensions of the defendant, and it is further ordered, adjudged and decreed that the defendant, Marshal E. Requa, be, and she is hereby, forever restrained, enjoined and debarred from asserting any claim whatever of, in, or to, or lien upon, said property, or any part or portion thereof, adverse to the plaintiff. Said property is particularly described as follows:

That certain real property, lying, situate and being in Twin Falls County, State of Idaho, particularly described as follows:

Lot six in block five of White and Callahan's Golden Rule Addition to the City of Twin Falls, Idaho; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

That certain personal property, situate and being in Twin Falls County, State of Idaho, particularly described as follows:

One 1940 Ford coupe automobile; miscellaneous household goods, furniture, fixtures and equipment; an undivided one-half interest of, in, and to the fixtures, equipment, assets and business of the Town Tavern, at Hansen, Idaho; together with any and all other personal property now in the possession of or under the control of the plaintiff.

Done in open Court, this 28th day of October, 1949.

Kales E. Lowe
Judge of the District Court.

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

O. A. Bullen
Clerk of the District Court

By June C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

BETTY MAY WILCOX, Plaintiff,

vs

DAVID L. WILCOX, Defendant.

14015

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED OCT 28 1949
C. A. Bullen Clerk
By Irene C. Nielsen Deputy Clerk
Entered OCT 28 1949 2:40 PM

DECREE OF DIVORCE

THIS MATTER came on to be heard before the above entitled Court on the 28th day of October, 1949. Plaintiff appeared in person and with her attorney, J. H. Barnes; defendant did not appear. It is shown to the Court that on the 19th day of September, 1949, said defendant executed his affidavit of voluntary appearance herein, in which he admitted receipt of a copy of the summons and complaint, refused to plead to said complaint, and subjected himself to the jurisdiction of this court for all purposes connected with this action; it is alos shown that on the 12th day of October, 1949, the Clerk of this Court entered the default of the defendant for failure to plead to plaintiff's complaint; now, on motion of plaintiff's attorney, it is ordered that said entry of default be and it hereby is approved and confirmed.

The plaintiff was sworn and testified, and a witness was sworn and testified in corroboration of plaintiff's testimony as to residence. From the evidence thus adduced, the Court finds that the allegations of the complaint respecting the marriage of the parties, that there are no children and no community property, and that the defendant has treated plaintiff with extreme cruelty by the infliction upon her of grevious mental suffering, are all true. The Court therefore concludes that the plaintiff is entitled to a decree of divorce from the defendant on the ground of extreme cruelty.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the plaintiff, BETTY MAY WILCOX, and the defendant, DAVID L. WILCOX, be and they hereby are dissolved, and that each of said persons be and they hereby are restored to the status of a single, unmarried person.

Made and entered this 28th day of October, 1949.

Kales E. Lowe
District Judge.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

Kales E. Lowe
Clerk of the District Court

By Irene C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

- - - - - - #13913

Guy A. Nelson,

Plaintiff,

vs.

Pauline LaRae Nelson,

Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED OCT 28 1949
C. A. Bullen Clerk
By Irene O. Nielsen Deputy Clerk

- - -

D E C R E E .

Entered OCT 28 1949 2:30 PM

This cause having come on regularly to be heard before the Court, on the 28th day of October, 1949, at the court room of said court in Twin Falls, Twin Falls County, State of Idaho, with the plaintiff appearing in person and by his counsel W. L. Dunn, Esq., and the defendant having appeared in said cause by her counsel Ray D. Agee, Esq., but thereafter and prior to the date of this decree having by herself and hef said attorney having withdrawn her appearance and answer and cross-complaint and refused to answer further by duly verified writing filed in said cause, and said defendant being in default and the Clerk's default having been duly filed in said cause and the same approved by the court, whereupon the court proceeded to hear the testimony of witnesses duly sworn and examined in support of plaintiff's complaint and the matter being finally submitted and the court being fully advised in the premises, finds that the defendant has treated plaintiff with extreme cruelty to the extent of causing plaintiff great and grievous mental and physical suffering and distress and that there are two children the issue of said marriage, to-wit: a daughter Guyla Rae Nelson age three and one-half years and a son Mark Eugene Nelson age two years both in the custody of the defendant and that she is a fit and proper person to have the care, custody and control of said children and that all of the

allegations of plaintiff's complaint are fully sustained,

Wherefore, NOW, THEREFORE, upon motion of W. L. Dunn counsel for plaintiff it is hereby ORDERED, ADJUDGED and DECREED:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony.

2. That the care, custody and control of said children the issue of said marriage, to-wit: a daughter Guyla Rae Nelson, age three and one-half years and a son Mark Eugene Nelson, age two years be and is hereby awarded to the defendant, with the right of visitation to the plaintiff and that the defendant be given judgment against plaintiff for the sum of Fifty ($50.00) dollars per month for the support and maintenance of said children.

Dated October 28, 1949.

Kelly E. Lowe
DISTRICT JUDGE.

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bullen
Clerk of the District Court

By Irene C. Nielsen
Deputy

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COPY

7818

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

* * * * * * * * *

DORTHY JUNE GRIGGS,

Plaintiff,

vs.

DOUGLAS JOHN GRIGGS,

Defendant.

13908

D E C R E E

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED OCT 28 1949
C. A. Bullen Clerk
By Irene C. Nielsen Deputy Clerk
Entered OCT 28 1949
2:15 PM

* * * * * * * * *

This cause came on regularly for trial before the undersigned, one of the Judges of the above entitled Court, at the Court House in the City of Twin Falls, County of Twin Falls, State of Idaho, upon this 28th day of October, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn and Rayborn, The defendant did not appear, and it appearing to the said Judge, and he hereby finds, that the defendant, Douglas John Griggs, has been duly and regularly served with summons in said action, and having appeared therein, and having heretofore withdrawn his appearance in this action, and refused to plead further therein, and having consented that his default might be entered herein, the default of the defendant, Douglas John Griggs, in the premises has been duly and regularly entered according to law.

Whereupon, witnesses on the part and behalf of the plaintiff herein were duly sworn and examined, and evidence introduced and admitted, including a property and custody agreement dated the 27th day of September, 1949, made and entered into between the parties hereto, wherein it was agreed between the parties as to the custody of their minor child, and as to support for said child. And the evidence being closed, the cause was submitted to the said Judge for his consideration and decision, and the Judge finds that the defendant was guilty of extreme mental cruelty to the plaintiff and that he has inflicted grevious mental suffering upon this plaintiff by his acts and conduct. That the said minor child of the parties hereto is now and at all times since the birth of said

child has been in the care and custody of the plaintiff, and that the plaintiff is a fit and proper person to have the care and custody of the said child. The said Judge hereby makes and enters his judgment and decree as follows:

Wherefore, by virtue of the law and the premises, it is hereby ordered, adjudged and decreed that the bonds of matrimony heretofore existing between the plaintiff, Dorthy June Griggs, and the defendant, Douglas John Griggs, be, and the same are hereby, wholly and absolutely dissolved, and the parties hereto restored to the status of single persons.

And it is further ordered, adjudged and decreed that said property and custody agreement is equitable, fair and just, and that said property and custody agreement be, and the same is hereby, duly approved and confirmed, and that said property and custody agreement, as contained in said agreement, be, and the same is hereby in all respects approved and confirmed.

And that said property and custody agreement, according to Exhibit A hereto attached and made a part of this Decree, is in all respects approved.

And it is further ordered that the defendant, Douglas John Griggs, pay to the plaintiff, Dorthy June Griggs, as support money for their minor child, aged one year, namely, Dorthy Yvonne Griggs, the sum of $35.00 (Thirty-five and no/100 Dollars) per month, the first payment to be made on this date; and $35.00 each month thereafter until the further order of this Court, or during the minority of said child.

And it is further ordered that the care, custody and control of the said minor child, Dorthy Yvonne Griggs, age one year, is hereby awarded to the plaintiff, Dorthy June Griggs.

Dated this 28 day of October, 1949.

Hulu E Lamm
District Judge.

Exhibit A

PROPERTY AND CUSTODY AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of Sept., 1949, by and between Dorothy June Grigg, the plaintiff in that certain suit filed in the District Court of the Eleventh Judicial District of the State of Idaho, in and for the County of Twin Falls, wherein her name appears as Dorthy June Griggs, party of the first part, and Douglas John Grigg, the defendant in the above mentioned suit, whose name appears therein as Douglas John Griggs, party of the second part,

W I T N E S S E T H

That whereas, the party of the first part, as plaintiff, has in said action filed on the 7th day of June, 1949, as aforesaid, begun an action for divorce against the party of the second part as defendant, and for certain property division, and custody and maintenance of the minor child of the parties;

And, whereas, said parties desire to settle, and adjust amicably certain of the matters arising out of the said action, now, therefore, it is hereby mutually agreed by and between the parties hereto as follows, to-wit:

1. That the said decree may award the care, custody and control of the minor child of the parties hereto, Dorothy Yvonne Grigg, to said first party.

2. It is agreed by and between the parties that the party of the second part, Douglas John Grigg, hereby pays to the party of the first part, Dorothy June Grigg, the sum of $140.00, receipt of which is hereby acknowledged, as support for said minor child of the parties hereto up to the date of the execution of this agreement. That is, the party of the first part has been supporting the child herself for the past number of months and the party of the second part desires to make and does make this payment to her for the reason that she has been supporting the child herself.

3. That second party shall and will on the day said decree is filed, and monthly thereafter, pay to said first party, solely

for the support and maintenance of said minor child, the sum of Thirty-five Dollars, said payments to continue during the minority of said child but to cease upon her earlier death.

4. That said party of the second part shall have the right to visit the said minor child at reasonable and proper times.

5. That the party of the second part has paid to the plaintiff's attorneys the sum of $45.00, and the party of the second part agrees to pay the further sum of $55.00 attorneys' fees to plaintiff's attorneys, and $20.00 costs, on or before October 1st, 1949.

6. It is agreed that such personal, community property as may be in possession of first party shall be and remain the separate property of first party, and it is agreed that that certain 1936 Ford automobile, in possession of the party of the second part, shall be and remain the separate property of the second party.

7. This agreement is a full and complete settlement of all property rights between the parties hereto as husband and wife, both now and after the death of either party to this agreement, and from this time forward neither party shall have any interest of any kind or nature in or to any property, real, personal or mixed, of the other party to this agreement, whether now owned by such party or hereafter acquired.

8. Each party to this agreement acknowledges that the foregoing agreement has been entered into without influence or fraud or coercion or misrepresentation, and that each was advised by her or his respective counsel relative thereto.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dorothy J. Grigg
Party of the First Part

Douglas Grigg
Party of the Second Part

STATE OF IDAHO,)
(ss.
County of Elmore,)

On this 27 day of September, 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared Dorothy June Grigg and Douglas John Grigg, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

J. H. Michaels
Notary Public for Idaho
Residence: Lindeman Idaho

My commission expires 7/2/52

State of Idaho
County of Twin Falls } SS

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bullen
Clerk of the District Court.

By June C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON.

GLENNA DAVIS, Plaintiff,

Vs.

JOSEPH M. DAVIS, JR. Defendant.

DECREE

On this the 3rd day of October, 1949, the above entitled action came on for trial before the Court, the plaintiff being present in person and by her attorney, Frank D. Ryan, and it appearing that the Defendant has duly accepted personal service of summons and Complaint and entered his appearance herein and he is in default in said action, on motion of Attorney for plaintiff the default of defendant is duly and regularly entered. Also it appears by the affidavit filed in said action that said defendant is not in military service of the United States of America or any other country but is engaged in civilian employement. Thereupon the plaintiff introduces her evidence and the Court finds therefrom that the allegations contained in plaintiff's Complaint are true and the plaintiff is entitled to the relief prayed for, and that plaintiff and defendant have one child, a daughter, by the name of Gina Jolene Davis which said child was born on April 22nd, 1947, and is in the care and custody of plaintiff, and the Court finds that it will require $50.00 a month to provide for the reasonable maintenance and support of said child.

WHEREFORE, it is ORDERED, ADJUDGED. and DECREED That the said defendant is guilty of extreme cruelty toward said plaintiff as alleged in plaintiff's complaint and that the marriage existing between plaintiff and defendant be, and the same is, hereby dissolved. and the parties restored to the status of single persons, and each

party is enjoined from inheriting from or through the other. That plaintiff is decreed the care and custody of said minor child, Gina Jolene Davis, subject to the right of the defendant to visit said child at reasonable times and hours. That said defendant is ordered and decreed to pay the plaintiff or the Clerk of this Court on the 15th day of October, 1949, the sum of $50.00, and a like amount on the 15th day of each and every month thereafter during the minority of said child.

DATED this 3rd day of October, 1949.

A. O. Sutton
District Judge

STATE OF IDAHO)
County of Washington) :ss

I, Naomi Black, clerk of the District Court of the Seventh Judicial District of the County of Washington in and for the State of Idaho, do hereby certify that the above and foregoing copy of Decree of divorce in the above entitled action of Glenna Davis vs. Joseph M. Davis, Jr. is a true, full and correct and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the 3rd day of October, 1949.

(SEAL)

Naomi Black
Clerk of the District Court.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

Copy

NO. 12446

FILED

A M..... P M.....

NOV 3 - 1949

OTTO F. PETERSON, CLERK

BY Marna J. Foster DEPUTY

GERTRUDE MATLOCK,

Plaintiff,

vs.

CLYDE D. MATLOCK,

Defendant.

-**-

DECREE OF DIVORCE

-**-

THE ABOVE ENTITLED MATTER came on regularly for hearing before the court at Boise, Idaho, October 28, 1949. The plaintiff appeared in person and with her witness, and her attorney, Ariel L. Crowley. No person appeared for or on behalf of the defendant Clyde D. Matlock.

IT APPEARING to the satisfaction of the court that the defendant has been regularly served with summons and complaint in Ada County, personally, and has made no appearance herein within the time limited by law, and that he is not in military service and that no cause of military service exists precluding entry of default herein and that order establishing such fact has been entered herein, and

IT FURTHER APPEARING that the default of the defendant has been regularly entered according to law,

NOW THEREFORE, upon motion of the plaintiff, the court proceeds to reception of evidence on plaintiff's behalf and being fully advised, express findings of fact and conclusions of law being waived, the court finds that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of extreme cruelty and that the plaintiff is entitled to confirmation and settlement of the property settlement agreement and to custody of all of the minor children of the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. The bonds of matrimony heretofore existing between the plaintiff, Gertrude Matlock and the defendant Clyde D. Matlock, be and the same are hereby absolutely dissolved and the parties are finally divorced.

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

2. That the plaintiff Gertrude Matlock, have and she is awarded the permanent care, custody and keeping of the minor children of the parties, towit: Marie Matlock, now aged 8 years; Nova Jean Matlock now aged 6 years; Caroline Matlock, now aged 4 years; Diana May Matlock, now aged 3 years and Douglas Matlock, now aged 16 months.

3. That the plaintiff have and there is set over to her to be her sole and separate property free and clear of all claims of the defendant all of the household goods, bedding, cooking equipment, dishes, clothing, utensils, tools and all other personal property of the parties located upon the premises hereinafter described, together with all right, title, interest and estate of the plaintiff Gertrude Matlock and the defendant Clyde D. Matlock in and to Lots 8, 9 and 10 in Block 1 of Imus Subdivision to Boise, Ada County, State of Idaho, together with the tent house located thereon.

4. That the defendant Clyde D. Matlock be and he is required to pay to the plaintiff the sum of $20.00 per month for each of the children of the parties during the continuation of their respective minorities, being the present sum of $100.00 per month at the said rate of $20.00 for each of said children for each month of the minority of each of said children.

5. The defendant Clyde D. Matlock be and he is required to pay upon the occurrence of the birth of the sixth child of the parties now expected, all of the hospital and doctor bills incident to the delivery of the said child and hospitalization of the plaintiff and the sum of $20.00 per month in addition to the allowance hereinbefore made for the support of the said sixth child, if the same shall live.

6. That the defendant be and he is required to pay the outstanding debts of the marital community and in particular he is required to pay the judgment of $200.00 owing to Professional Adjustment Company and abstracted to this court constituting a lien against the said real property and that such payments shall be made

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

in time and manner so as to prevent the said judgment from divesting the plaintiff of her interest in the real estate aforesaid set over to her hereby.

7. That the defendant be and he is required to pay as they fall due, the mortgages against the automobile and the household goods hereinbefore referred to and to hold the plaintiff Gertrude Matlock harmless with respect thereto.

8. That the defendant have and there is set over to him to be his sole and separate property subject to the mortgage against the same, the automobile of the parties.

9. The defendant Clyde D. Matlock shall, for the purpose of furnishing a home for the said minor children and the plaintiff pay all of the installments on the purchase contract covering the said real property without default and in such manner as to prevent forfeiture of the rights of the plaintiff set over to her under the said contract, and to maintain the said contract in good standing until the said property is fully paid for and vested finally in the plaintiff as her sole and separate property and estate.

10. That the defendant Clyde D. Matlock have and he is given the right to visit and be visited by the children of the parties at reasonable times and places and that the said right of visitation be and the same is limited to such periods as will not interfere with the schooling of the children and in such hours of the day as may be deemed suitable and be appointed by the plaintiff,

RENDERED, DATED AND ENTERED, this ____ day of ~~October~~ NOVEMBER, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, }
County of Ada } ss.

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree in Gertrude Matlock vs Clyde D. Matlock No. 22446

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3d day of November, 1949.

By Verna J. Lester, Deputy.

OTTO F. PETERSON,
Clerk.

7821

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

COPY

NO 22483
FILED
_____ A. M. _____ P. M.
~~OCT 4 1949~~
NOV 4th 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

JOHN H. SHORT,

Plaintiff,

-vs-

ROSALIE P. SHORT,

Defendant.

J U D G M E N T.

It appearing to the Court that defendant, Rosalie P. Short, was duly served with summons herein and that she has failed to appear and answer within the time allowed by law, and her default has been entered, and the cause coming on to be heard this 4th day of November, 1949, upon the evidence on the part of the plaintiff, and the Court having considered all the evidence, from which it appears that all the allegations of the complaint are true, and such is found to be the fact, and all and singular the law and the premises being by the Court understood and considered.

WHEREFORE, it is hereby ordered, adjudged and decreed, that the marriage between the plaintiff, John H. Short, and the defendant, Rosalie P. Short, be dissolved, and the same is hereby dissolved upon the grounds of extreme cruelty, and the said parties are after the entry of this decree restored to the status of single persons, and that that certain written agreement settling their property rights made and entered into upon the 10th day of October, 1949, by and between John H. Short, the plaintiff, and Rosalie P. Short, the defendant, be and the same is hereby, in all respects, ratified, confirmed and approved.

Done in open Court at Boise City, County of Ada, State of Idaho, this 4th day of November, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Judgment of Divorce in
John N. Short vs Rosalie P. Short
No. 22483

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of Nov, 1949.

By B. Lyle Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY
No. 22272
FILED
A. M. NOV 4 1949 P. M.
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

JOHN THOMAS WYMAN,

Plaintiff and Cross Defendant,

vs.

HAZEL E. WYMAN,

Defendant and Cross Plaintiff.

D E C R E E

This cause came on regularly to be heard before the court without a jury this 4th day of November, 1949, on the cross complaint of cross plaintiff and answer thereto filed herein; cross plaintiff and her counsel appearing in person, and the cross defendant appearing by and through his counsel, E. A. Weston; witnesses were sworn and testified in support of the allegations of the cross complaint; cross defendant offered no proof and rested, and the matter was submitted to the court for decision;

The court being fully advised in the premises, finds that all the allegations of the cross complaint on file herein are true, and that the cross plaintiff is entitled to a decree of divorce on the grounds of extreme cruelty and for the other relief prayed for in said complaint;

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the parties be and the same are hereby dissolved, and the parties are hereby restored to the status of single persons.

IT IS FURTHER ORDERED AND DECREED that cross plaintiff be, and she is hereby, awarded the custody, control and

care of the minor unmarried children of the parties, to-wit: Dolores Wyman and Betty Jean Wyman;

IT IS FURTHER ORDERED that the cross defendant herein pay to the cross plaintiff, on the first day of each month, the sum of $50.00 for each minor unmarried child, to-wit: Dolores Wyman and Betty Jean Wyman, for their support, until such time as each of said minor unmarried children shall become of age;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the agreement herttofore made between the parties hereto, dated October 8, 1949, and filed in this cause, be and the same is hereby approved by this court.

DATED: This 4th day of November, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree, Wyman v Wyman Case # 22272

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of Nov., 1949.

By G. B. Ryan Eagleson, Deputy.

OTTO F. PETERSON, Clerk.

X

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

FILED 21667
NOV 4 1949 A.M. P.M.
OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

Sidney L. Elliott,
Plaintiff,
vs
Reta E. Elliott,
Defendant.

JUDGMENT AND DECREE OF DIVORCE

The above entitled cause came on regularly to be heard this day, Plaintiff appearing by his attorneys, O'Leary & Koelsch and Defendant appearing not, either in person, by counsel or otherwise. It satisfactorily appearing to This Court from the records and files in this action that the Defendant has been duly and regularly served with Summons and Complaint in said cause, as required by law and pursuant to the order of the Court and that the said Defendant has failed to make any appearance in said action and that heretofore and on November 9, 1948, a satisfactory affidavit of non-military service has been filed herein as required by the provisions of the Act of Congress cited as "The Soldiers' and Sailors' Relief Act of 1940 as Amended", showing that said Defendant is not in the military service and the default of said Defendant had been on the date last aforesaid entered, the Court this day proceeded to the hearing of said cause and evidence, both oral and documentary, was offered and introduced in support of Plaintiff's Complaint; the Court having heard the evidence and testimony and having duly considered the same and being fully advised in the premises, found and does find that all of the allegations contained in said Plaintiff's Complaint are true and that Plaintiff is entitled to the relief therein prayed for.

WHEREFORE By virtue of the premises, IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the Plaintiff, Sidney L. Elliott and the Defendant, Reta E. Elliott, be

and the same are hereby dissolved and held for naught and that the Plaintiff, Sidney L. Elliott, is hereby granted an absolute divorce from the said Defendant, Reta E. Elliott.

Done in Open Court this 4th day of November, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment and Decree of Divorce: Sidney L. Elliott vs. Reta E. Elliott No. 21667 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of November, 1949.

By Irma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

GLADYS MAE OLIVER,

Plaintiff,

-vs-

FRANK G. OLIVER,

Defendant.

DECREE

COPY
No. 22341
Filed NOV 4th 1949 P. M.
A. M.
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

This matter came on duly and regularly to be heard and tried on the 4th day of November, 1949, upon the complaint of plaintiff, the answer and the cross-complaint of defendant and the answer of plaintiff to such cross-complaint, the said plaintiff appearing in person and by her attorneys, Pete Leguineche and John A. Carver, Jr., of Boise, Idaho, and the said defendant appearing by his attorneys, Doane & Furey, of Boise, Idaho, and the parties having announced themselves ready , the Court thereupon proceeded to hear the case, and plaintiff presented testimony and evidence both oral and documentary and the defendant failed to present any evidence, either oral or documentary, and the parties having rested and the cause having been submitted to the Court and the Court being fully advised in the premises.

The Court finds the issues in favor of the plaintiff and against the said defendant and does find that the said defendant has been guilty of having treated plaintiff with extreme cruelty, as a result whereof the said plaintiff is entitled to be divorced from the said defendant;

The Court further finds that the said plaintiff and defendant have resided in the State of Idaho for more than six continuous weeks immediately preceding the commencement of this action;

The Court further finds that plaintiff and defendant have made and entered into a property settlement agreement in words and figures as follows:

"THIS PROPERTY SETTLEMENT AGREEMENT MADE AND ENTERED INTO this 2nd day of November, 1949, by and between GLADYS MAE OLIVER of Boise, Ada County, Idaho, hereinafter referred to as the plaintiff and FRANK G. OLIVER of Boise, Ada County, Idaho, hereinafter referred to as the defendant,

W I T N E S S E T H:

WHEREAS, the parties hereto since the 30th day of July, 1948, have been, and now are, wife and husband and irreconcilable disputes and differences have arisen and do now exist between them as a result thereof, and the said wife as plaintiff, filed in the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, an action for divorce, which said action is now pending; and

WHEREAS, the parties hereto desire to settle between themselves and on an amicable basis their respective rights to property, support and alimony;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED by the parties hereto for and in consideration of the sum of One Dollar ($1.00) to each in hand paid by the other and of the mutual promises and agreements hereinafter contained as follows:

That the said plaintiff shall receive as her sole and separate property, for her own use and benefit forever and free and clear from any claim on the part of the said defendant all of the rights of the parties hereto howsoever created and of whatsoever nature in and to that certain business located at No. 5110 Fairview Avenue, Boise, Ada County, Idaho, known as the Saddle Club, together with the fixtures, appliances, equipment and effects therein situate and together with all rights as lessee under a lease of said premises and together further with the good will thereof, and the said defendant does hereby agree that he will procure the release of a mortgage to William Henderson, which said mortgage constitutes a lien against the said premises.

The said plaintiff in consideration of her receiving the said Saddle Club as her sole and separate property does hereby agree to pay to the said William Henderson the sum of Two Hundred and Fifty Dollars ($250.00) which said sum shall be paid One Hundred Dollars ($100.00) per month during each of the two months hereafter and Fifty Dollars ($50.00) during the third month hereafter and the said plaintiff does further agree that she will assume and pay to the creditors of the said business the sum of Two Hundred Thirty Four Dollars ($234.00) at the rate of at least Fifty Dollars ($50.00) per month hereafter

until the same shall have been paid, which said item of Two Hundred Thirty Four Dollars ($234.00) represents existing obligations incurred in the operation of the said business.

The said plaintiff shall further have as her sole and separate property, free and clear of any claim on the part of the said defendant, the 1940 Chevrolet Sports Sedan which is now in her possession.

This agreement is intended as a full and complete settlement of the respective rights of the parties hereto and each of the parties hereto does accept the provisions hereof in lieu of any or further property, support money or alimony and each of the parties does hereby release the other from any and all claims to property, support money, alimony, attorney's fees or whatsoever other rights or claims that may be created or exist as a result of the marriage between the parties and neither of the parties shall have any claim or right to any property of the other by way of inheritance or otherwise and all property hereafter acquired shall be the sole and separate property of the person acquiring the same.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written."

" s/ Gladys Mae Oliver
Plaintiff

s/ Frank G. Oliver
Defendant."

and that the said agreement is in all respects fair and equitable.

NOW, THEREFORE, it is hereby ordered, adjudged and decreed that the bonds of matrimony heretofore and now existing between plaintiff and defendant be forever dissolved and set aside and that the said plaintiff be forever divorced from the said defendant.

It is further ordered, adjudged and decreed that the property settlement agreement hereinabove set forth, shall, and the same is hereby approved, confirmed and made a part of this decree.

Dated this 4th day of November, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Oliver v Oliver

Case # 22341

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of Nov., 1949

By B Opal Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

Copy

NO. 22108

FILED

A.M. ..... P.M. .....

NOV 7 - 1949

O. F. PETERSON, CLERK

BY Marna J. Teater DEPUTY

* * *

MARIE ECHEVARRIA,

Plaintiff,

-vs-

JOE LOUIS ECHEVARRIA,

Defendant.

* * *

D E C R E E

The above entitled cause came on for trial before the court, sitting without a jury, on the 20th day of October, 1949, the Honorable Charles F. Koelsch, District Judge, presiding. The plaintiff appeared in person and by John A. Carver, Jr., her attorney, and the defendant appeared in person and by his attorney, Eugene H. Anderson of the firm of Anderson and Thomas. The cause was thereupon tried to the court upon the complaint of the plaintiff and the answer of the defendant. Witnesses were sworn and testimony was taken and the case was submitted to the court for decision. Thereafter, the plaintiff and defendant waived Findings of Fact and Conclusions of Law by stipulation and agreement in writing.

NOW, THEREUPON, upon the consideration of the testimony, the court finds upon the first cause of action of the plaintiff the issues in favor of the defendant and against the plaintiff, and upon the second cause of action of the plaintiff the issues in favor of the plaintiff and against the defendant, and finds

that the defendant has been guilty of extreme cruelty toward the plaintiff, and by reason thereof the said plaintiff is entitled to have the bonds of matrimony existing between the plaintiff and defendant dissolved and to be divorced from the defendant.

The court further finds that the plaintiff is entitled to have the care, custody and control of the minor child, Frank Pedro Echevarria, but that the defendant should be entitled to visit said child and to have such child visit him at all reasonable times and for reasonable periods of time, as more specifically hereinafter by this decree adjudged and decreed.

The court further finds that the parties hereto are the owners of community property but that the debts of the community of plaintiff and defendant are in excess of the value of such community property and finds that the major part of such property should be awarded to the defendant subject to the community debts.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED By the court as follows:

That the bonds of matrimony heretofore existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff divorced from the defendant;

That the plaintiff be, and she is hereby, awarded the custody of Frank Pedro Echevarria, the minor child of plaintiff and defendant, with the right in the defendant to visit such child and to have such child visit him, at all reasonable times, and for reasonable periods of time, and particularly during vacation and holiday times from school, and more specifically that the

defendant shall have the right to continue the course of conduct heretofore, since the separation of the parties hereto, followed with respect to the visitations of the defendant and such child, namely, that during days of the attendance of such child at school the defendant shall have the right to take such child and have the same visit with him during the afternoon after school each day with the obligation of returning such child to the plaintiff in the early evening of each such day and that during days when school shall not be in session, and during vacation times from school, but excepting on Sundays and Holidays, the defendant shall have the right to take such child with him and to have such child visit with him from the midmorning hours of each such day until the early evening of each such day with the obligation of returning such child to the plaintiff in the early evening of each such day.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant pay to the plaintiff for the maintenance, support and education of such minor child of plaintiff and defendant, the sum of Five Hundred Dollars ($500.00) per year, payable in twelve (12) equal monthly installments each year in the amount of Forty-one Dollars and sixty-six and two-thirds cents ($41.66-2/3), the first such payment to be made on the 10th day of November, 1949, and such payments continuing and to be made on the 1st day of each month thereafter, until such child shall attain the age of eighteen (18) years.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That there be,

and there is hereby, set aside to the plaintiff as her own sole and separate property, the following described property situate in the place of residence heretofore occupied by the parties hereto, consisting as follows:

That certain bedding set aside and now stored at the said former place of residence of the parties hereto;

Those certain linens set aside at the place of residence of the parties hereto;

The bedroom set, the living room set and the washing machine at the place of residence formerly occupied by the parties hereto;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That all of the remainder of the community property of the plaintiff and defendant, including but not limited to, moneys on deposit in the bank account of the defendant doing business as Valley Feed and Fuel Company, the stock in trade of the business of Valley Feed and Fuel Company, and the 1948 Dodge pickup truck of the parties hereto, be, and the same is awarded to the defendant as his own sole and separate property, subject to all of the community debts of the plaintiff and defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That moneys of the plaintiff on deposit in The Idaho First National Bank of Boise, at Boise, Idaho, be, and the same is hereby, determined to be her separate property.

Done in open court this 7th day of November, 1949.

Chas. F. Koelsch
District Judge

4-pho

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree in
Echevarria vs Echevarria
No. 2210 8

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of November, 1949.

OTTO F. PETERSON,
Clerk.

By Marna I. Foster, Deputy.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

NO. 22372
FILED
A.M. ---------- P.M. ----------
NOV 7 - '49
OTTO F. PETERSON, CLERK
BY MARNA T. KESTER DEPUTY

CLARA A. BROWN, #
Plaintiff, #
vs. # DECREE OF DIVORCE
NORMAN R. BROWN, #
Defendant. #

This cause came on regularly for hearing on the 4th. day of November, 1949, before the undersigned, one of the Judges of the above entitled court.

Plaintiff was represented by her attorney of record, James H. Hawley of Boise, Idaho; the defendant was not represented either by attorney or in person. It appearing that the defendant has filed in said action an Appearance and Waiver; wherein he appears and waives all rights as a member of the Armed Forces of the United States given him under, "The Soldiers' and Sailors' Relief Act of 1940"; that Royal Norman Brown who executed the said Appearance and Waiver in the above action is the same person as Norman R. Brown, the defendant in said action; that the default of said defendant has been duly and regularly entered in said action.

Plaintiff introduced evidence in proof of the allegations of her complaint and from such evidence, the Court finds that all of the allegations of said complaint are true and that the matters alleged and proved are sufficient to entitle the plaintiff to the relief prayed for; that plaintiff has resided in Ada County, Idaho, for more than six weeks next preceding the filing of the complaint in the above action; that plaintiff is entitled to a Decree of Divorce from defendant on the grounds of

extreme cruelty; that plaintiff is entitled to the sole custody of the minor child of the parties; and thirty dollars a month support money for said child.

The court being fully informed in the law and the premises, makes and renders this final Judgment and Decree:-

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:-

1.-That the bonds of matrimony existing between the plaintiff and defendant be, and they are hereby, dissolved and set aside and the parties hereto are returned to the status of unmarried persons.

2.-That the child of the parties hereto, Jeffery Melvin Brown, is awarded to the sole and absolute custody of plaintiff herein; that defendant pay to plaintiff the sum of thirty dollars each month hereafter for the support and maintenance of said minor child.

3.-That the Court reserves future jurisdiction of the above cause for the purpose of modifying this Decree.

Done in open Court this 4th day of November, 1949.

CHARLES E. WINSTEAD
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce: Elsie A. Brown

vs. No. 22372

Norman R. Brown

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of November, 1949.

By Dona Hill, Deputy.

OTTO F. PETERSON,
Clerk.

7827

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

PHILIP A. PETERSON,

Plaintiff,

vs.

VICTORIA PETERSON,

Defendant.

21948

P. M.

JUDGMENT NOV 10 1949

OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

THIS CAUSE, Coming on regularly to be heard on the 10th day of November, 1949, before the Court without a jury, and the plaintiff appearing in person and by his attorney, Thornton D. Wyman, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring, or appearing, has expired; that the default of said defendant, Victoria Peterson, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered herein,

WHEREUPON, Evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free and clear from all objections as to competency, admissibility and sufficiency, and it appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree;

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE:

That the bonds of matrimony between plaintiff and defendant be, and the same are, hereby forever dissolved.

DATED and SIGNED this 10th day of ~~October~~ November, 1949.

CHARLES E. WINSTEAD
District Judge

CERTIFICATE

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment in the case of Philip A. Peterson vs. Victoria Peterson, No. 21948, filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 10th day of October, 1949.

Otto F. Peterson
Clerk

By Ina Hill
Deputy

(SEAL)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

VIRGINIA MOTT,
Plaintiff,
-vs-
MAX MOTT,
Defendant.

JUDGMENT

COPY
No. 2248
Filed
A. M. P. M.
NOV 14 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

* * * * * * * * * * * * * * * *

THIS CAUSE, Coming on regularly for hearing this 14th day of November, 1949, Frank F. Kibler, Esq., appearing as counsel for the plaintiff, and the defendant not appearing by counsel or otherwise, and it appearing to the Court that summons in this cause has been heretofore duly and regularly served upon the defendant herein personally, and that the defendant has failed to answer, appear, or plead to the plaintiff's complaint herein within the time allowed by law, or at all, and on motion of Frank F. Kibler, Esq., attorney for the plaintiff, the default of the defendant for his failure to so appear, plead or answer plaintiff's complaint herein was duly and regularly entered by the Court's Clerk on the 14th day of November, 1949, pursuant to order of the Court.

WHEREUPON Witness were sworn and evidence introduced on behalf of the plaintiff and the cause submitted, from which it appears that all of the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competence, admissibility and sufficienoy, and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, On motion of Frank F. Kibler, Esq., attorney for the plaintiff,

FRANK KIBLER
LAWYER
NAMPA, IDAHO

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that the plaintiff shall have, and she hereby is, granted a divorce from the defendant on the grounds of habitual intemperance, and that the bonds of matrimony between said plaintiff and defendant are hereby dissolved; and the parties are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that pursuant to the stipulation of the parties filed herein, and said stipulation being approved by the court, that the care, custody, control and maintenance and education of the minor children of the parties, to-wit: William A. Mott, a son, age 11 years; and Linda Darlene Mott, a daughter, age 2 years, be and same is hereby awarded, given, and granted to plaintiff, subject to the right of defendant to visit said children at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that pursuant to the aforesaid stipulation of the parties filed herein, that the defendant Max Mott, shall pay to the plaintiff, Virginia Mott, for the partial support, maintenance, and education of said minor children the sum of $50.00 monthly, commencing with the calendar month of September, 1949, and a like payment of $50.00 to be made each and every calendar month thereafter until the youngest child attains the age of legal majority, or until such time as said children, or either of them die or otherwise become self-supporting and expressly subject to any further order of the Court in such relation as may be necessary and convenient hereafter.

Done in open Court at Boise City, Ada County, Idaho this 14th day of November, A.D. 1949.

Chas. F. Koelsch
District Judge

FRANK KIBLER
LAWYER
NAMPA, IDAHO

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Holt vs Holt, Case # 22418

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of Nov., 1949.

OTTO F. PETERSON,
Clerk.

By B. Lyle Eagleson, Deputy.

7829

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

HAZEL CHRISTENSEN
Plaintiff,

vs.

MELVIN T. CHRISTENSEN
Defendant.

DECREE OF DIVORCE.

COPY

No. 3462 Filed 9 A.M. NOV 14 1949 P.M.
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

This cause came on to be heard in open Court on the 14th day of November, 1949, the plaintiff appearing in person and by Creed W. Mullins, her attorney, the defendant appearing not;

The Court having examined the records and files in this cause, and

It appearing therefrom that a complaint was duly and regularly filed in the above entitled Court and cause on the 28th day of September, 1949, and a Summons issued, the defendant was personally served with Summons and a copy of the Complaint in Ogden, Utah, on the 19th day of October, 1949, that more than twenty days have elapsed since said service, and the said defendant has failed to answer or otherwise appear herein;

And it appearing further from the affidavit of plaintiff on file herein that the defendant is not in the military service of the United States;

WHEREFORE: Upon Motion of Creed W. Mullins, attorney for plaintiff, for a default, the default of the defendant was duly and regularly entered;

After the entry of the default of the defendant, Witnesses were sworn and the plaintiff offered proof in the support of the allegations of her complaint, after which the Court being fully advised in the premises, decided that the plaintiff was entitled to the relief prayed for in her complaint;

NOW THEREFORE: IT IS HEREBY ORDERED, ADJUDGED AND DECREED; and this does Order, Adjudge and Decree that the bonds of matrimony now existing between the plaintiff and defendant be, and the same are hereby forever dissolved and the parties hereto released therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does Order Adjudge and decree that the plaintiff be, and she is hereby granted the custody and control of Elaine Christensen, with the right of visitation on the part of the defendant at all reasonable times.

Dated at Boise, Idaho, this the 14th day of November, 1949.

CHAS. F. KOELSCH
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Christensen vs Christensen
Case # 22452

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of Nov., 1949

By J. B. Lyon Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

7830

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * * *

COPY

NO. 22326 FILED P. M.
A. M.
NOV 14 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

FRANCES WATERS,

Plaintiff,

vs.

FRANK L. WATERS,

Defendant.

D E C R E E

* * * * * * * *

THIS CAUSE Having been brought on to be heard this 14th day of November, 1949, Blaine & Ambrose, appearing as counsel for the plaintiff herein, the defendant appearing not in person, by counsel or otherwise; service of the verified complaint and summons upon said defendant in said action having been made upon said defendant pursuant to order of publication of this Court by publishing said summons in five weekly issues of the KUNA HERALD and a copy of the said summons and said complaint mailed to defendant's last known address, and the time for answering having expired and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, and the default of said defendant, Frank L. Waters, was duly entered herein, and that upon the complaint herein as confessed by the said defendant, it appears that the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and the said matters so alleges and proven are sufficient in law to entitle the plaintiff, Frances Waters, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff's maiden name of FRANCES TOYCEN be and the same is hereby restored to her.

DATED At Boise, Idaho, this 14th day of November, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree: Frances Waters
vs. No. 22326
Frank L. Waters

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of November, 1949.

By Dana Hill, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

*
*
*

GLADYS BARTELS SAWDEY, Plaintiff, -vs- LAVERN FRANCIS SAWDEY, Defendant.	DECREE OF DIVORCE

*
*
*

COPY
No. 22427
FILED
A. M. P. M.
NOV 17 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON, Deputy

The above entitled cause came on for hearing before the court in the County Court House at Boise, in the County of Ada, State of Idaho, on the 17th day of November, 1949, the plaintiff appearing in person and by Edith I. Miller, the attorney of record for the plaintiff, and the defendant not appearing either in person or by attorney;

Upon said hearing it appearing to the satisfaction of the court from the records, files and proceedings in the above entitled action that the defendant herein, LaVern Francis Sawdey, was duly and regularly served with process in the manner required by law, and the defendant having failed to appear otherwise and having failed to answer, demur or otherwise plead to the complaint of the plaintiff herein, and the time for so answering, demurring or otherwise pleading to said complaint having expired; and it satisfactorily appearing to the court from the affidavit filed by the said plaintiff that the said defendant is not in the military service of the United States of America in any capacity whatsoever, and the default of said defendant,

LaVern Francis Sawdey, for his failure to otherwise appear and to answer, demur or otherwise plead to said complaint having been duly entered according to law, the court heard the testimony introduced in behalf of Gladys Bartels Sawdey, and in support of her complaint, and the cause was thereupon submitted to the court for its decision, and the court having duly considered the law and the evidence and being fully advised in the premises and it appearing therefrom, the court finds on the issues in the cause in the favor of the plaintiff and against the defendant, and that by reason thereof the said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the plaintiff and defendant dissolved, and to be divorced from the defendant;

The court further finds that the plaintiff is now, and for a period of more than six months immediately preceding the commencement of this action has been an actual and bona fide resident of the State of Idaho;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same hereby are, dissolved, and that the said plaintiff, Gladys Bartels Sawdey, be, and she hereby is, forever divorced from the said defendant, LaVern Francis Sawdey, and each the said plaintiff and the said defendant is hereby restored to the status of a single person;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Gladys Bartels Sawdey, be, and she hereby is awarded the trailer house and the household furniture, fixtures and equipment owned by the plaintiff and defendant;

That the defendant, LaVern Francis Sawdey, be, and he hereby is awarded the 1949 Buick sedan automobile owned by the plaintiff and defendant;

That the defendant pay to the plaintiff the sum of $168.00 for attorney's fees and costs;

That the defendant pay to the plaintiff for her support and maintenance and as permanent alimony the sum of $ 50.00 per month, commencing on the first day of December, 1949.

DATED this 17th day of November, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,)
(
COUNTY OF ADA,)

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a full, true and correct copy of DECREE OF DIVORCE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 17th day of November, 1949.

OTTO F. PETERSON
Clerk of the District Court

By B. Peterson
Deputy

7832

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

Copy

NO. 2255

FILED

A.M. ---------- P.M. ----------

NOV 18 1949

OTTO F. PETERSON, CLERK

BY Marvas J. Tester DEPUTY

EVA OPAL FRENCH,

Plaintiff,

vs.

CAMPBELL J. FRENCH,

Defendant.

JUDGMENT

THIS CAUSE Coming on regularly to be heard on the 18th day of November, 1949, before the Court without a jury, and the plaintiff appearing in person and by her attorney, Thornton D. Wyman, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring, or appearing has expired; that the default of said defendant, Campbell J. French, for failing to appear, answer, or demur within the time prescribed by law, has been heretofore duly entered herein,

WHEREUPON, Evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free and clear from all objections as to competency, admissibility and sufficiency, and it appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree;

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony between plaintiff and defendant be, and the same are, hereby forever dissolved.

2. That the Property Settlement and Agreement entered into and dated October 24, 1949, executed by the parties to this action, be and the same is hereby approved by the Court as settling their property rights.

DATED and SIGNED this 18th day of November, 1949.

CHARLES F. WINSTEAD
District Judge

CERTIFICATE

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment, French vs. French, No. 22505, filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of November, 1949.

OTTO F. PETERSON
Clerk

By Norma J. Kester
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY
No 22396
FILED
A. M. P. M.
NOV 18 1949
OTTO E. PETERSON, Clerk
By Norma J. Foster
Deputy

EDYTHE E. ODIAGA,

Plaintiff,

v.

RUFINO ODIAGA,

Defendant.

DECREE OF DIVORCE

This matter coming on regularly for trial before the Court without a jury on this 18th day of November, 1949, the plaintiff appearing in person and with counsel, Wm. F. Calloway, and defendant having been regularly served with summons and having failed to appear and his default having been duly entered; evidence having been introduced by and on behalf of plaintiff; the Court having found, and hereby finds, that each and all of the allegations of plaintiff's complaint are true, and the matter having been submitted to the Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby dissolved.

That plaintiff be awarded the care, custody and control of Wendy Louise Odiaga and Carla Lynne Odiaga and that defendant be awarded the care, custody and control of Rufino Michael Odiaga, and that each of the parties is to have the right to visit the children in the custody of the other and have them visit each of the parties at all reasonable times and places.

That defendant is ordered to pay the plaintiff the sum of $25.00 per month per child for the support of each child, during minority, in her custody, making a total of $50.00 per month.

That defendant is ordered to pay the parties' doctor's bill in the amount of approximately $265.00 and to pay plaintiff's attorney the sum of $165.00 for the expense of the divorce action pending between the parties.

DATED and SIGNED at Boise, Idaho this 18th day of November, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, }
COUNTY OF ADA, } SS.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

DECREE OF DIVORCE

In the case of Edythe E. Odiaga v. Rufino Odiaga

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of November, 19 49.

By Norma I. Kester, Deputy.

OTTO F. PETERSON, Clerk

Clerk.

7834

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

Copy

NO. 22426

FILED

A.M. ..... P.M. .....

NOV 18 1949

OTTO F. PETERSON, CLERK

BY Norma J. Kester DEPUTY

ALICE M. RAY,

Plaintiff,

v.

MYRON M. RAY,

Defendant.

DECREE OF DIVORCE

This matter coming on regularly for trial before the Court without a jury on this 18th day of November, 1949, the plaintiff appearing in person and with counsel, Wm. F. Galloway, and defendant having been regularly served with summons and having failed to appear and his default having been duly entered; evidence having been introduced by and on behalf of plaintiff; the Court having found, and hereby finds, that each and all of the allegations of plaintiff's complaint are true, and the matter having been submitted to the Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby dissolved.

That plaintiff be awarded the custody of Garry Dwain Ray, Janice Lee Ray and Helen Marie Ray.

Dated and Signed at Boise, Idaho this 18th day of November, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Boise, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of November, 1949.

OTTO F. PETERSON
Clerk of the District Court

(SEAL)

By Norma J. Kester
Deputy

7835

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

HAROLD D. McGANN,

Plaintiff,

-vs-

WILMA A. McGANN,

Defendant.

COPY
No 22344
FILED P. M.
A. M. NOV 19 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

DECREE OF DIVORCE

#22344

The above-entitled cause came on for hearing before the Court in Open Court at Boise, County of Ada, State of Idaho, on the ~~16th~~ 19th day of November, 1949. The plaintiff appeared in person and through his attorney, Benj. F. Harrison, and the defendant did not appear, either in person or by attorney.

It appeared to the Court that the defendant had been served with process by personal service of summons outside the state of Idaho, as required by law, and had failed or neglected to appear and answer, or otherwise plead to, the plaintiff's complaint filed in said action, and that no further time had been granted the defendant in which to appear and answer, or otherwise plead to said cause.

It also appearing from plaintiff's affidavit, and satisfactory evidence adduced, that the defendant is not, and has not been since the commencement of this action, nor for more than one year prior thereto, in the military service of the United States of America, or its allied nations, as contemplated by the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court had ordered the Clerk to enter the default of the said defendant according to law.

The plaintiff was then permitted to introduce evidence in behalf of his complaint, which was corroborated by the testimony

of one witness as to plaintiff's residence in the State of Idaho, and the cause was submitted to the Court for decision and after considering the evidence, and being fully advised, the Court finds the issues in favor of the plaintiff and against the defendant, that the allegations of plaintiff's complaint are true, and that said defendant has been guilty of adultery, and that plaintiff is entitled to have the bonds of matrimony between the said plaintiff and defendant dissolved, and to be divorced from the defendant; that the parties hereto had made and entered into a separation agreement providing for the custody and support of the minor children of the said parties hereto, and that defendant was represented by her attorney in the preparation and execution of said agreement.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

(1st) That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff divorced from the defendant; and

(2nd) That the separation agreement made and entered into by the parties hereto, and dated October 28th, 1949, be, and the same is hereby, approved and confirmed; and

(3rd) That the plaintiff be, and he is hereby, required to pay to the defendant the sum of twelve ($12.00) dollars per month toward the support and maintenance of each of said minor children of the parties hereto on the 1st day of November, 1949, and the same amount on the first day of each and every month thereafter for each such child until it reaches its majority under the laws of the state of Idaho.

Done at Boise, Idaho, this ~~15th~~ 19th day of November, 1949.

Chas. F. Koelsch
JUDGE OF THE DISTRICT COURT,
THIRD JUDICIAL DISTRICT,
STATE OF IDAHO.

2-bfh

STATE OF IDAHO)
(ss
COUNTY OF ADA)

I, Otto F. Peterson, County Clerk of the County of Ada, in the State of Idaho, and ex-officio Clerk of the District Court of said County and State aforesaid, hereby certify that I have compared the foregoing copy of the divorce decree in the matter of Harold D. McGann vs. Wilma A. McGann with the original on file in said action, filed in my office on the ~~18th~~ 19th day of November, 1949, and that the same is a full, true and correct copy of the said original, with the indorsements thereon, and of the whole thereof, now on file in this office.

WITNESS My hand and the seal of the said District Court this ~~18th~~ 19th day of November, 1949.

OTTO F. PETERSON
CLERK

BY B. Clyde Eagleson
DEPUTY

(SEAL)

7836

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * *

NORMAN F. HOELZLE,

Plaintiff,

vs.

GEORGIA L. HOELZLE,

Defendant.

D E C R E E

COPY

No. 22423 Filed NOV 19 1949 A.M. P.M.

OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

* * * * * * *

THIS CAUSE, Having been brought on to be heard this 19th day of November, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Little Rock, Pulaski County, Arkansas, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Georgia L. Hoelzle, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Norman F. Hoelzle, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided

does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

DATED At Boise, Idaho, this 19th day of November, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree, Hoskyle vs Hoskyle Case # 22372

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19th day of Nov., 1949.

By B. Hyde Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

7837

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

DALTON O. TURNER,

Plaintiff,

vs.

VALORA M. TURNER,

Defendant.

COPY

JUDGMENT Filed 21597 A. M. NOV 22 1949 P. M.

OTTO F. PETERSON, Clerk
By E. CLYDE EAGLESON DEPUTY

THIS CAUSE Coming on regularly to be heard on the 22nd day of November, 1949, before the Court without a jury, and the plaintiff appearing in person and by his attorney, Thornton D. Wyman, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring, or appearing has expired; that the default of said defendant, Valora M. Turner, for failing to appear, answer, or demur within the time prescribed by law, has been heretofore duly entered herein,

WHEREUPON, Evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free and clear from all objections as to competency, admissibility and sufficiency, and it appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree;

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony between plaintiff and defendant be, and the same are, hereby forever dissolved.

2. That the Property Settlement and Agreement entered into and dated July 31, 1948, executed by the parties to this action, be and the same is hereby approved by the Court as settling their property rights.

DATED and SIGNED this 22nd day of November , 1949.

CHAS. F. KOELSCH
District Judge

CERTIFICATE

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment, Turner Vs.Turner, No. 21597, filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of November, 1949.

OTTO F. PETERSON
Clerk
By R. Deputy

7838

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

VILORA HEBERER BLOSER,

Plaintiff,

vs.

WILLIAM E. BLOSER,

Defendant.

#22507 Copy

NO.

FILED

A. M. P. M.

DECREE OF DIVORCE Nov 25 1949

OTTO F. PETERSON, Clerk

BY Marian I. Foster DEPUTY

THE ABOVE ENTITLED ACTION came on regularly for hearing before the court at Boise, Idaho, on the 25th day of November, 1949; the plaintiff appearing in person and with her attorney; the defendant neither appearing in person nor otherwise at all,

IT APPEARING TO THE satisfaction of the court that due and legal service of summons and complaint has been had and made for the time and in the manner provided by law and that the defendant William E. Bloser, has made no appearance herein in form or manner as required by law, within the time limited for such appearance, and that no cause of military service exists precluding entry of default herein and that order so establishing has been duly entered, and the default of said defendant in the premises has been duly and regularly entered,

NOW UPON, the application of the plaintiff, the court proceeds to reception of testimony on the plaintiff's behalf and being fully advised, express findings of fact and conclusions of law being waived, the court finds the plaintiff entitled to a decree of divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the plaintiff Vilora Heberer Bloser and the defendant William E. Bloser, be and they are absolutely divorced and restored to the status of single persons. PLAINTIFF IS RESTORED TO HER FORMER NAME OF VILORA HEBERER.

RENDERED, DATED AND ENTERED, this 25th day of November, 1949.

CHARLES E. WINSTEAD
DISTRICT JUDGE

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce in Vilora Heberer Bloser vs. William E. Bloser No. 22507 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of Nov., 1949.

By Marna I. Fester, Deputy.

OTTO F. PETERSON,
Clerk.

7839

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

Copy

NO. 22518

FILED

A. M._____ P. M._____

NOV 25 1949

OTTO F. PETERSON, Clerk

BY Marna J. Kester DEPUTY

PETER DUNCAN GRAHAM,

Plaintiff,

vs.

HAZEL GRAHAM,

Defendant.

DECREE OF DIVORCE

THE ABOVE ENTITLED ACTION came on regularly for hearing before the court at Boise, Idaho, on the 25th day of November, 1949; the plaintiff appearing in person and with his attorney; the defendant neither appearing in person nor otherwise at all,

IT APPEARING TO THE satisfaction of the court that due and legal service of summons and complaint has been had and made for the time and in the manner provided by law and that the defendant Hazel Graham, has made no appearance herein in form or manner as required by law, within the time limited for such appearance, and that no cause of military service exists precluding entry of default herein and that order so establishing has been duly entered, and the default of said defendant in the premises has been duly and regularly entered,

NOW UPON, the application of the plaintiff, the court proceeds to reception of testimony on the plaintiff's behalf and being fully advised, express findings of fact and conclusions of law being waived, the court finds the plaintiff entitled to a decree of divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the plaintiff Peter Duncan Graham and the defendant Hazel Graham, be and they are absolutely divorced and restored to the status of single persons.

RENDERED, DATED AND ENTERED, this 25th day of November, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce in
Peter Duncan Graham vs Hazel Graham
No. 22518

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of Nov., 1949.

By Marna I. Kester, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

LEUVINIA EVANS,

Plaintiff,

vs.

JOHN P. EVANS,

Defendant.

COPY

CIVIL NO. 22182

DECREE OF DIVORCE

FILED
NO. ..... P. M. .....
NOV 25 1949
OTTO F. PETERSON, Clerk,
By B. CLYDE EAGLESON
DEPUTY

THE ABOVE ENTITLED ACTION came on regularly for hearing before the Court at Boise, Idaho, November 25, 1949, the plaintiff appearing in person and with her attorney Ariel L. Crowley, and the defendant neither appearing in person nor otherwise at all.

It appearing to the satisfaction of the court that due and lawful service of summons and complaint has been had and made for the time and in the manner provided by law, and that time for appearance on the part of the defendant has fully expired without any appearance by him, and it further appearing that no cause of military service exists precluding entry of default herein, and that order so establishing has been duly entered, and the default of the defendant having been heretofore regularly entered,

Now, on motion of the plaintiff, the court proceeds to reception of testimony in her behalf, and being fully advised, express findings of fact and conclusions of law being waived, the court finds generally for theplaintiff and against the defendant, and finds the plaintiff entitled to divorce, to custody of the minor child Floyd John Evans, and to confirmation of the property settlement entered into between the parties. The Court being now fully advised,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court:

1. That the plaintiff Leuvinia Evans and the defendant John P. Evans be, and they are absolutely divorced hereby and restored to the status of single persons.

2. That the plaintiff Leuvinia Evans have, and she is awarded the custody of the minor child Floyd John Evans, subject to reasonable rights of visitation on the part of the defendant; and the defendant shall, and he is required hereby to pay to the plaintiff for the support of the said minor child the sum of $60.00 per month

commencing with the month of November, 1949, and continuing throughout the minority of the said minor child.

3. The plaintiff Leuvinia Evans is awarded, and there is set over to her to be her sole and separate property and estate, free and clear of all claims of the defendant John P. Evans, all of the right, title, interest and estate of the parties in and to the real property described as Tax Lot No. 8, Block 25, Resseguie's Addition to Boise, Idaho, together with all of the furniture, fixtures and equipment in the same. The real property is so awarded subject to the indebtedness against the same.

4. The defendant John P. Evans shall have, and there is set over to him, to be his sole and separate property and estate, free and clear of all claims of the plaintiff, the Buick automobile of the parties, subject to the debt against the same.

5. The defendant John P. Evans shall pay, as and when the same falls due, the mortgage debt upon furniture and equipment located in the dwelling house of the parties upon the premises above described; and he shall pay, of the plaintiff's attorney's fees, the sum of $100.00.

6. The property settlement agreement received in evidence is confirmed and approved.

Rendered, dated and entered November 25, 1949.

CHAS. F. KOELSCH

District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Evans vs Evans
Case # 22482

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of November, 1949.

By B. Clyde Leyhum, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

PAUL E. JOHNSTON,)
Plaintiff, (
-vs-) DECREE OF DIVORCE
SOPHIA STRODE JOHNSTON, (
Defendant.)

COPY
No. 22495
Filed NOV 25 1949 A.M. P.M.
OTTO F. PETERSON, Clerk
by B. CLYDE EAGLESON DEPUTY

THIS CAUSE, Coming on regularly to be heard this 25th day of November, 1949, before the Court, without a Jury, plaintiff appearing by his Attorney, T. J. J. jones, Jr., and the defendant not appearing, either in person, by Attorhey, or otherwise, and it appearing that the defendant was duly served pursuant to the manner and method as provided by Statute, with Service of Summons and Complaint, and that the time for answer has elapsed and that the defendant has refused to plead in this cause within the time allowed by law, or at all, and that the default of the defendant has been regularly entered thereon, and that the plaintiff, having submitted testimony fully corroborated in support of his cause, and the Court having heard all the evidence or proof submitted and duly considering the same, finds all allegations in the plaintiff's complaint are true and that the plaintiff is entitled to the relief sought.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between the plaintiff and defendant are hereby dissolved and held for naught, and each of the parties is hereby freed from all the obligations of matrimony thereunder.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant herein be restored her maiden name, Sophia Strode.

Done in open Court this 25th day of November, 1949.

CHAS. F. KOELSCH
DISTRICT JUDGE

STATE OF IDAHO)
(ss
COUNTY OF ADA)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce, filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of November, 1949.

OTTO F. PETERSON
CLERK

By B. Gayle Eagleson Deputy

4

7842

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

WILBURN SUTTLES,

Plaintiff,

vs.

DORIS SUTTLES,

Defendant.

JUDGMENT AND DECREE

COPY

FILED

NOV 25 1949

A.M. P.M.

OTTO F. PETERSON, Clerk

By B. CLYDE EAGLESON DEPUTY

THIS CAUSE coming on regularly to be heard on the ____ day of November, 1949, before the Court without a jury, Elam and Burke, attorneys, appearing for said plaintiff, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and that the time for answering, demurring or appearing has expired, and that the default of said defendant, Doris Suttles, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered herein.

WHEREUPON evidence, duly corroborated as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint, on file herein, are sustained by testimony free from all objections as to competency, admissibility and sufficiency; and it further appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and the premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and THIS DOES ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony between plaintiff and defendant be, and the same are hereby forever dissolved.

Dated this 25th day of November, 1949.

CHAS. F. KOELSCH

District Judge

ELAM AND BURKE
ATTORNEYS AT LAW
BOISE, IDAHO

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment + Decree, Beattles vs Beattles, Case # 22510.

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of November, 1949.

By [signature], Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADAMS

WILBUR T. WORTMAN, Plaintiff,

vs.

HAZEL B. WORTMAN, Defendant.

DECREE

This cause came regularly on to be heard by Honorable A. O. Sutton, Judge of said District Court at the Courtroom of said Court in the Adams County Courthouse, at Council, Idaho, on the 30th day of November, 1949, plaintiff appearing in proper person and by Carl H. Swanstrom, his attorney of record in this action, and from the records and files in this cause, it was made to appear to the satisfaction of the Court that the defendant Hazel B. Wortman had been duly and legally served with summons in this action and that said defendant had not appeared herein to plead to plaintiff's complaint within the time allowed by law or at all, and it further appearing from the records and files of this action that said defendant was not engaged in any of the Armed Services of the United States or in any other service conferring upon her immunity from judicial process in civil actions, on motion of plaintiff the default of the defendant was ordered duly entered in the premises and said cause set down for hearing and determination by the Court. Witnesses were sworn and testified in behalf of plaintiff and the evidence being closed, plaintiff moved for judgment and decree of the Court in accordance with his complaint, and the Court having heard and considered the evidence and finding therefrom that all the material allegations of plaintiff's complaint are proven and true and that plaintiff is entitled to the relief prayed for in his complaint,

Now, Therefore, It is hereby ORDERED, ADJUDGED AND DECREED that the

CARL H. SWANSTROM
ATTORNEY AT LAW
COUNCIL, IDAHO

bonds of matrimony existing between the plaintiff Wilbur T. Wortman and the defendant Hazel B. Wortman be, and the same are, hereby severed, dissolved and forever held for naught, and plaintiff is hereby awarded an absolute divorce from defendant upon the ground of defendant's extreme cruelty to plaintiff, and each of the parties is hereby relieved of any and all further obligation one to the other.

It is further ORDERED that subject only to the further order of this Court the permanent care, custody and control of Thomas Raymond Wortman, the minor son of plaintiff and defendant, is awarded to plaintiff subject to the right of visitation at all reasonable times and places by defendant, and the permanent care, custody and control of Ethel Lee Wortman and Jackie Lloyd Wortman, minor daughter and son of the parties to this action, is awarded to defendant subject to the right of reasonable visitation by plaintiff.

And it further appearing to the Court from the evidence submitted on the trial of this cause that the parties to this action had heretofore made adjustment of their property rights, it is ORDERED that the property settlement so made between the parties hereto be, and the same is hereby Approved.

Dated at Council, Idaho, this 30th day of November, A.D. 1949.

A. O. SUTTON
District Judge

CARL H. SWANSTROM
ATTORNEY AT LAW
COUNCIL, IDAHO

STATE OF IDAHO
).SS.
County of Adams

I, MABEL HOOVER, The duly elected, qualified and acting Auditor of Adams County, Idaho, and Clerk of the District Court in and for Adams County, Idaho, do hereby CERTIFY that the foregoing instrument is an exact copy of a DECREE entered in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Adams on the 30th day of November, 1949, in the action of Wilbur T. Wortman, plaintiff, vs. Hazel B. Wortman, defendant, and now of record in said Court and in my possession as the Clerk thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 30th day of November, 1949.

Mabel Hoover
Clerk of District Court, in and for Adams County, Idaho.
By Dorothy Brown
Deputy

CARL H. SWANSTROM
ATTORNEY AT LAW
COUNCIL, IDAHO

7844

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

CAROL JEAN SEMONS,)
Plaintiff,)
vs.)
HOMER GEORGE SEMONS,)
Defendant.)

NOV 2 1949 11 58 AM

D E C R E E

This cause came regularly on for hearing before the court this 2nd day of November, 1949, plaintiff appearing in person and by her attorney, L.F. Racine, and the defendant failing to appear, his default in the premises having been regularly entered for failure to plead to plaintiff's complaint;

And it appearing to the Court that the defendant has been regularly served with summons and complaint and his time for answer or appearance has expired and that his default has been regularly entered and the Court having heard the testimony of the plaintiff and the testimony of Mac Merrill, on the question of the residence of plaintiff and the defendant by his default having waived Findings of Fact and Conclusions of Law, and the Court being fully advised;

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between plaintiff and defendant are hereby dissolved and that the plaintiff is given and granted a decree of divorce in accordance with the prayer of her complaint and that the parties be and they are hereby restored to the status of single persons.

IT IS FURTHER ORDERED AND DECREED that the plaintiff be restored to her maiden name of Carol Jean Reese.

DATED this 2nd day of November, 1949.

Isaac McDougall
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Carol Jean Semons, Plaintiff -vs- Homer George Semons, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of November, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7845

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

VERLA M. LOWDER,)
Plaintiff,)
vs.) D E C R E E
ODELL D. LOWDER,)
Defendant.)

This cause came regularly on for hearing the 2nd day of November, 1949, in the above entitled court, plaintiff appearing in person and by her counsel L.F. Racine, and the defendant failing to appear in person or otherwise. The default of the defendant having been entered for his failure to answer or otherwise plead to plaintiff's complaint and the court having heard the testimony of the plaintiff supported by a competent witness as to her residence, and the defendant, by his failure to appear, having waived Findings of Fact and Conclusions of law, and the Court being fully advised in the premises:

And it appearing to the Court and the Court finds that the plaintiff has been a bona fide resident of Pocatello, Bannock County, Idaho for more than a year immediately preceding the commencement of this action;

IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby dissolved and each of the parties are relieved from all obligations thereof and each of them be and they are hereby restored to the status of single persons;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be and she is awarded the sole custody of the minor child of plaintiff and defendant, Darlene Lowder, with leave to the defendant to visit said children at reasonable times and under proper circumstances and conditions; and all of her personal effects, and all of the community property now owned by the parties, except one Mercury Automobile

which is awarded to the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that there is awarded to plaintiff and defendant shall be required to pay to plaintiff for support of their minor child, the sum of $25.00 per month, the first payment to be made on the 1st day of December, 1949 and each and every month thereafter until the further order of this Court. Plaintiff is given judgment against the defendant for the sum of $50.00, a reasonable attorneys fee and for her costs herein expended in the amount of $16.40.

DONE in open Court this 2nd day of November, 1949.

Thos McDougall
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Verla M. Lowder, Plaintiff -vs- Odell D. Lowder, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of November, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7846

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

GLADYS TONEY,

Plaintiff

-vs-

VIRGIL V. TONEY,

Defendant.

D E C R E E.

THIS CAUSE Came on regularly to be heard before the Honorable Isaac McDougall Judge of the above entitled Court sitting at Chambers at Pocatello, Bannock County, Idaho, this 2nd day of November, 1949; the said plaintiff appearing in person and by her attorney, Carl C. Christensen, and the said defendant not appearing either in person or by counsel,

AND It appearing to the Court that the said defendant has heretofore, to-wit: On the 12th day of October, 1949, been regularly served with process and has failed to appear and answer the plaintiff's complaint filed herein or otherwise plead thereto, and the full legal time for so doing having expired and no answer, demurrer or other pleading having been filed or served, the default of said defendant in the premises having been duly entered according to law,

WHEREUPON, Said plaintiff and her witness were duly sworn and examined and evidence introduced from which it appears that all the material allegations contained in the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or sufficiency, and that the said matters so alleged and proved on behalf of the plaintiff are sufficient to entitle her to the relief prayed for in her complaint, and the Court being fully advised,

NOW, THEREFORE, On motion of Carl C. Christensen, attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, GLADYS TONEY, and the defendant, VIRGIL V. TONEY, be and the same hereby are absolutely dissolved, set aside and held for naught, and the parties be and hereby are divorced and freed from all the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the parties hereto be and hereby are awarded as their sole and separate property, such portion of any community property belonging to the parties which the plaintiff or defendant respectively may now have in their possession or under their control on the date of this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That at the time of the marriage of the parties to this action, the plaintiff, GLADYS TONEY was the owner of the following described real property, to-wit:

> Lots Numbered Thirty-five (35) and Thirty-six (36) in Block No. Eight (8) of the Fairview Townsite, now a part of the City of Alameda in Bannock County, State of Idaho.

and that during said marriage, the defendant, VIRGIL V. TONEY did not acquire or obtain any title, interest or right in or to said real property or to any part thereof, but that the same in its entirety did remain the separate and individual property of the plaintiff and did not become in any way or in any part the community property of the parties to this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff's name be and hereby is changed to that of Gladys Monson, that being her name before her first marriage to the defendant in this action.

DATED AND DONE at Chambers at Pocatello, Bannock County, Idaho, this 2nd day of November, 1949.

Isaac McDougall
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Gladys Toney, Plaintiff -vs- Virgil V. Toney, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of November, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7847

FILED

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OFIDAHO, IN AND FOR THE COUNTY OF BANNOCK

1949 NOV -3 PM 3:18
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

MELBA DENNEY HYDE,
Plaintiff,
vs.
WILSON EVERETT HYDE,
Defendant.

DECREE OF DIVORCE

THIS CAUSE CAME regularly on for hearing upon the Plaintiff's verified complaint, before the Court this 3rd day of November, 1949, the Plaintiff appearing in person and by her attorneys, Phillips & Haight, and the Defendant having heretofore entered an appearance by Demurrer, acting by and through his attorney, C. M. Jeffery, now deceased, and since the death of the said C. M. Jeffery, said Defendant after having been notified both by registered mail and by having said notice served upon him by a duly authorized office of the law, has failed and refuses to appoint another attorney, as successor to said C. M. Jeffery, deceased; the default of Defendant having heretofore been entered according to law, and the Defendant having by his default waived Findings of Fact and Conclusions of Law; and the Court having heard the testimony of the Plaintiff and her witness, and being fully advised in the premises, finds the Defendant has been regularly served with summons and complaint in this case, and the Court further finds:

That all of the allegations of the Plaintiff's complaint are true and have been proven by competent testimony, and the Court further finds,

That the parties hereto have heretofore divided by agreement all community property acquired by coverture, and the Court further finds,

That the cause of action set forth in the Plaintiff's complaint arose within the State of Idaho, and the Court being fully advised in the premises,

ORDERS, ADJUDGES AND DECREES, that the bonds of matrimony heretofore existing between the Plaintiff, Melba Denney Hyde, and

the Defendant, Wilson Everett Hyde, be and the same are hereby wholly dissolved and the parties freed from the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff is a fit and proper person to have the custody of the two minor children of this marriage, to-wit: Larry Dee Hyde and Danny Everett Hyde; and the Defendant shall have the right of reasonable visitation of the minor children, if and providing he behaves himself in a gentlemanly manner and does not molest the Plaintiff in any way;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant be required to pay to the Plaintiff for the support of the two minor children of this marriage, the sum of $75.00 per month starting on the date of this Decree, and that the Defendant be required to pay as attorney's fees in this action the sum of $150.00 and costs of this action;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant, Wilson Everett Hyde, has no claim whatsoever of any kind or nature against the Plaintiff, Melba Denney Hyde, for monies, property--real or personal--or anything arising out of or by reason of the said marriage relation.

DATED this 3rd day of November, 1949

L. E. Eleman
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Melba Denney Hyde, Plaintiff -vs- Wilson Everett Hyde, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of November, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7848

FILED
1949 NOV-8 PM 2:54
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

LOIS BARRETT,

Plaintiff

-vs-

JERRY A. BARRETT,

Defendant.

D E C R E E.

Copy

THIS CAUSE Came on regularly to be heard before the Honorable [redacted], Judge of the above entitled Court sitting at Chambers at Pocatello, Bannock County, Idaho, this [redacted] day of November, 1949; the said plaintiff appearing in person and by her attorney, Carl C. Christensen, and the said defendant not appearing either in person or by counsel,

AND It appearing to the Court that the said defendant has heretofore been duly and regularly served with process in this cause and did appear and file a demurrer by and through his attorneys, Black & Black, and that he has, through his said attorneys, withdrawn his demurrer and filed a refusal to plead any further, and the default of the said defendant in the premises having been duly entered according to law,

WHEREUPON, Said plaintiff and her witness were duly sworn and examined and evidence introduced from which it appears that all the material allegations contained in the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or sufficiency, and that the said matters so alleged and proved on behalf of the plaintiff are sufficient to entitle her to the relief prayed for in her complaint, and the Court being fully advised,

NOW, THEREFORE, On motion of Carl C. Christensen, attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, LOIS BARRETT, and the defendant, JERRY A. BARRETT, be and the same hereby are absolutely dissolved, set aside and held for naught, and the parties be and hereby are divorced and freed from all the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, LOIS BARRETT, be and she hereby is awarded the permanent care, custody and control of Sandra Lea Barrett, the minor child of the parties to this action, with leave to the defendant to see and visit said minor child at all proper times and places and to have said child visit with him at his home or some other proper place at reasonable times and places, and that the Court reserves jurisdiction to modify this decree respecting the custody of said child upon proper showing being made for such modification.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, JERRY A. BARRETT, shall pay to the plaintiff, LOIS BARRETT, the sum of $35.00 per month for the care and maintenance of the said minor child of the parties, and that the first payment of $35.00 shall be made on the 15th day of December, 1949, and a like payment shall be made on or before the 15th day of each succeeding calendar month until further orders of the Court.

DATED AND DONE at Chambers at Pocatello, Bannock County, Idaho, this 8th day of November, 1949.

Jane M. Dougall

~~E. E. SILVERTON~~
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Lois Barrett, Plaintiff -vs- Jerry A. Barrett, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 9th day of November, 1949.

By ..... Anna Keefe

Deputy — Clerk, District Court, Ex-Officio Auditor and Recorder

7849

FILED
ANNA KEEFE

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BANNOCK.

1949 NOV 10 PM 3:48

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

MINNIE McTEE,)

Plaintiff,)

vs.) JUDGMENT AND DECREE.

JOHN R. McTEE,)

Defendant.)

The above-entitled action having come on for trial before the Honorable Isaac McDougall, District Judge, this 10th day of November, 1949. Plaintiff appeared in person and with her attorneys, Black & Black of Pocatello, Idaho; defendant was present and with his counsel, Bistline & Bistline of Pocatello, Idaho.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and thereafter filed his Answer, and the case was set for trial, according to Stipulation entered into between the plaintiff and the defendant.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and the plaintiff having rested; no evidence was offered by the defendant; and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections, that the defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to relief. The making and entering of formal Findings of Fact and Conclusions of Law were waived by Stipulation of the parties, and the Court being fully advised in the premises and good cause appearing therefor;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and she is hereby awarded an absolute divorce from the defendant.

2. That the care, custody and control of the minor children, namely, Lorraine Minnie McTee, now aged 9 years, John Robert McTee, now aged 7 years, and Charlene Marie McTee, now aged 3 years, is hereby awarded to the plaintiff, with the right on the part of the defendant to visit said children at all reasonable times and places.

3. That the defendant is hereby required to pay to plaintiff the sum of $125.00 per month for the support, maintenance and education of said minor children, the first payment to be made January 1, 1950, and a like payment to be made on the 1st of each and every month thereafter until said children shall reach the age of majority, or until the further order of the court: Provided, that if the defendant shall earn less than $125.00 per week during any one month, said payment for child support for that month shall be reduced to the sum of $100.00 per month.

4. That the 1941 Silver Moon trailer house is hereby awarded to the plaintiff as her sole and separate property, and that the defendant has no further, right, title or interest in or to the same.

5. That allof the household goods and furniture as follows are hereby awarded to the plaintiff as her sole and separate property, and the defendant has no further right, title or interest in or to the same, said property being as follows:

One new combination radio-phonograph
One new washing machine
One new sewing machine,

and that as between the parties plaintiff shall pay any obligations currently existing against said property.

6. That the 1947 Chevrolet Tudor automobile is hereby awarded to the defendant as his sole and separate, property, and the plaintiff has no further right, title or interest in or to the same, and that as between the parties any obligation thereon shall be assumed by the defendant.

MADE and entered this 10th day of November, 1949, at Pocatello, Idaho.

Isaac McDougall

DISTRICT JUDGE.

FIFTH JUDICIAL DISTRICT
STATE OF IDAHO
R. D. BISTLINE
OFFICIAL REPORTER

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, [illegible] icio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

MINNIE McTEE, PLAINTIFF °VS° JOHN R. McTEE, DEFENDANT

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 14th day of November, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7850

FILED
Anna Kaye

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

NOV 10 PM 3:15
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

1601

HELEN M. MITCHELL,)
Plaintiff,)
-vs.-)
JOHN W. MITCHELL,)
Defendant.)

DECREE OF DIVORCE AND PERMANENT RESTRAINING ORDER

This cause came on for hearing before the undersigned, one of the Judges of the above entitled Court, in the Chambers of this Court, in the Bannock County Court House in Pocatello, Idaho this 10th day of November, 1949, the plaintiff appearing in person and also by her attorney, H. J. Swanson, of Pocatello, Idaho. The defendant appeared not either in person or by attorney, and thereupon the Court proceeded to examine the files, records, and proceedings, had in this case, and finds that the Summons has been personally served on the defendant in Idaho, as provided for by the Laws of the State of Idaho; that the time within which the defendant may appear and plead to the complaint has expired, and that the defendant has failed to appear. That an affidavit is on file showing that the defendant is not in the military service and that the Court has ordered the Clerk to enter a Clerk's Default, and that Clerk's Default has been entered as provided by law. That the Court has jurisdiction over the parties to this action and over the subject matter thereof. That thereupon the plaintiff presented her evidence, and the Court having heard the evidence of the plaintiff and her corroborating witness, and having considered the same, finds that all of the allegations of the complaint are true, and that the plaintiff is entitled to a Decree of Divorce.

NOW, THEREFORE, The Court having heard the evidence and having considered the same, and being fully advised in the premises, and good cause appearing therefor,

IT IS ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Helen M. Mitchell, and the defendant, John W. Mitchell, be, and the same are hereby dissolved and set aside, and that each of the said parties be, and each hereby is, restored to the status of a single person.

IT IS FURTHER ORDERED AND DECREED That the custody, care and control of the minor child of the parties hereto, namely Margie Kay Mitchell, be, and the same hereby is awarded to the plaintiff, Helen M. Mitchell, subject only to the right in the defendant to visit said child at reasonable times.

IT IS FURTHER ORDERED That the real estate and the house thereon, commonly described as 1041 E. Hayden, in Pocatello, Bannock County, Idaho, and more particularly described as:

> The West one-half (W½) of Lots One (1) and Two (2), in Block numbered one hundred sixty (160) in the Townsite of Pocatello, in County and State above named, according to the government survey thereof made by the U. S. Surveyor General, and returned to the General Land Office, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, with the rents, issues and profits thereon,

be, and the same hereby is awarded to and set aside to the plaintiff to be her sole and separate property, free from any right or title or interest therein on the part of the defendant; but subject only to the unpaid installments on the mortgage thereon, which indebtedness plaintiff assumes and agrees to pay.

IT IS FURTHER ORDERED AND DECREED That all of the personal property described in the complaint, and particularly described as:

1 Hotpoint electric range; 1 Leonard Refrigerator; 1 Bendix Washer; 5 beds, with all necessary bedding; 1 combination radio and phonograph, with a large quantity of records; one living room suite; number of chairs; rugs, and other personal property usually found in a residence such as the above described, including all cooking utensils and dishes,

be, and the same hereby is set aside and awarded to the plaintiff as her sole and separate property, free from any right, title, claim or interest therein on the part of the defendant.

IT IS FURTHER ORDERED AND DECREED That the 1947 Lincoln automobile referred to in the complaint, be, and the same hereby is set aside and awarded to the defendant as his sole and separate property, and the defendant is to pay any balance due thereon.

IT IS FURTHER ORDERED That the defendant pay to the plaintiff for the support and maintenance of their minor child, namely Margie Kay Mitchell, the sum of $25.00 per month commencing with the 30 day of November, 1949, and continuing until the further order of this court.

IT IS FURTHER ORDERED AND DECREED That the temporary restraining order entered by this Court on the 18th day of October, 1949, is hereby made permanent, and the defendant, John W. Mitchell, is hereby restrained, until the further order of this court, from in any way annoying or molesting the plaintiff or the minor child of the parties hereto, namely Margie Kay Mitchell.

JUDGMENT AND DECREE RENDERED AND ENTERED This 10 day of November, 1949.

STATE OF IDAHO, }
County of Bannock } ss.

L. E. Glennon
District Judge

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE AND PERMANENT RESTRAINING ORDER

Helen M. Mitchell, Plaintiff -vs- John W. Mitchell, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 14th day of November, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7851

FILED
Anna Keefe
1949 NOV 16 PM 2:52
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

PAUL J. BINGHAM,)
Plaintiff,)
-vs.-) DECREE OF DIVORCE
GERALDINE A. BINGHAM,)
Defendant.)

This cause came duly on for hearing before the undersigned, one of the Judges of the above entitled Court, in the Chambers of this Court in the Bannock County Court House in Pocatello, Idaho, on the 16th day of November, 1949, the plaintiff appearing in person and also with his attorney, H. J. Swanson, of Pocatello, Idaho. The defendant appeared not, either in person or by counsel.

Thereupon the Court examined all of the files, records and proceedings had herein and finds that the Summons has been personally served on the defendant in Pocatello, as appears from her written admission found on the Summons, and further it appears that she has waived any other service of said Summons. That the time within which the defendant may appear and plead has expired and that the defendant has failed to appear in this case; that a Clerk's Default has been entered as provided for by law, and that an affidavit is on file showing that the defendant was not in the military service at the commencement of the action, and has not been in such service at any time since the commencement of the action, and that the Court has confirmed the entry of the Clerk's Default. That the Court has jurisdiction of the subject matter of this action, and of the parties thereto.

That thereupon the plaintiff presented his evidence and the Court having heard the evidence of the plaintiff and his corroborating witness, and having considered the same, finds that all of the allegations of the plaintiff's complaint are true and that the plaintiff is entitled to a decree of divorce as prayed for in the complaint.

IT IS, THEREFORE, ADJUDGED AND DECREED That the bonds of matrimony now existing between Paul J. Bingham, plaintiff herein, and the defendant, Geraldine A. Bingham, be, and the same hereby are dissolved and set aside and that each of the parties be, and each is hereby restored to the status of a single person.

JUDGMENT and decree entered this 16th day of November, 1949.

ISAAC McDOUGALL
District Judge

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

PAUL J. BINGHAM, Plaintiff -vs- GERALDINE A. BINGHAM, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 22nd day of November, 1949

By..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7852 FILED

1949 NOV 19 PM 12:56

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF BANNOCK.

ELIZABETH BIONDI,)
Plaintiff,)
vs.) JUDGMENT AND DECREE.
ENRICO V. BIONDI,)
Defendant.)

This cause came on regularly for hearing before the Honorable L. E. Glennon, District Judge of the above Court, at Pocatello, Bannock County, Idaho, on the 19 day of November, 1949. Plaintiff appeared in person and with her counsel, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by counsel.

IT APPEARED To the Court that Summons and Complaint in this cause were duly and regularly served by personal service thereof upon the defendant, but that said defendant failed, within the time allowed by law, or at all, to appear and plead to or answer the Complaint of the plaintiff herein; and

IT FURTHER APPEARED That the defendant is not in the Armed Forces of the United States and that the default of the defendant for failing to appear and plead was duly and regularly entered. Evidence both oral and documentarywas thereupon introduced for and on behalf of plaintiff, by plaintiff and a witness, free from all objections as to its competency, and from which evidence it appears that all of the material allegations of plaintiff's Complaint are true and correct, and such are found to be the facts, and that the plaintiff is entitled to the relief prayed for in the Complaint.

IT FURTHER APPEARED, That, subsequent to the filing of the Complaint herein, the parties to this action entered into a written Stipulation, by the terms of which they agreed upon the division of the community property, custody of the minor children, alimony, support of the minor children, which Stipulation has been presented to the Court, and the Court further orders that said Stipulation is approved by the Court, and the terms thereof are hereinafter incorporated in this Decree; and the making of Findings of Fact and Conclusions of Law were waived by the default of the defendant.

NOW, THEREFORE, The Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the plaintiff be, and she is hereby awarded an absolute divorce from the defendant, and that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and helf for naught, and that said parties are, and each of them is restored to the status of a single person.

2. That the care, custody and control of the two minor children, namely, Gloria Marie Biondi, now aged 11 years, and Carol Ann Biondi, now aged 8 years, is hereby awarded to the plaintiff with the right on the part of the defendant to visit said children at all reasonable times and places.

3. That the defendant is hereby required to pay to plaintiff, the sum of $75.00 per month, for the support, maintenance and education of said minor children, payable one half on the 15th and one half on the 1st of each month hereafter, the first payment to be made on the 15th of November, 1949, and like payments to be made each month thereafter until said children arrive at the age of majority, or until further order of the Court.

4. That the defendant is hereby required to pay to plaintiff, for her support and maintenance, the sum of $35.00 per month, payable one half on the 15th and one half on the 1st of each month hereafter, the first payment to be made on the 15th of November, 1949, and like payments to be made each month thereafter until further order of the Court.

5. That there is hereby awarded to the plaintiff as her sole and separate property, the following property, to-wit:

REAL PROPERTY:

The Southwesterly 30 feet of the Northeasterly half of Lots 1 and 2 in Block 442 of the Pocatello Townsite, in Idaho, according to the Official Plat thereof, more particularly described as follows:

Beginning at the most Northerly corner of said Lot 1, run thence in a Southwesterly direction along the dividing line between said Lot 1 and Putnam Street a distance of 40 feet to the true point of beginning; Continue along said dividing line a distance of 30 feet to a point 70 feet distant from the most Westerly corner of said Lot, run thence at right angles in a Southeasterly direction a distance of 60 feet, more or less, to the dividing line between Lots 2 and 3 in said Block, run thence at right angles in a Northeasterly direction along said dividing line a distance of 30 feet, more or less, to a point 40 feet distant from the Easterly corner of Lot 2, run thence at right angles in a Northwesterly direction across Lots 2 and 1 a distance of 60 feet, more or less, to the true place of beginning, together with water line easement across grantors property to property hereby conveyed.

PERSONAL PROPERTY:

Household goods and furniture consisting of the following: 1 living room suite, 1 platform rocker, 1 Airline radio, 1 portable phonograph, 1 coal range, 1 kitchen set, 1 rollaway bed, 1 chest of drawers, two 9x12 rugs, 2 Persian throw rugs, 6 scatter rugs, 1 Singer sewing machine, 1 electric refrigerator, 1 Washing machine, 1 night stand, 1 electric iron, 1 vacuum cleaner, 1 toaster, 1 coal heatrola, 1 writing desk & chair, 1 telephone stand, 1 foot stool, 2 mirrors, 1 oak table and 4 chairs, one 22 pistol, 1 cot & mattress, 1 clothes hamper, dishes, cooking utensils, silverware, bedding, linens, and other miscellaneous household goods.

6. That the defendant is hereby required to pay to plaintiff, or to her attorneys, Black & Black of Pocatello, Idaho, the sum of $150.00 attorneys fees for the prosecution of this action, and the further sum of $25.00 costs incurred in this action, said sums to be paid forthwith.

Dated this 19 day of November, 1949.

L. E. GLENNON
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

ELIZABETH BIONDI, Plaintiff -vs ENRICO V. BIONDI, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 22nd day of November, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7853

FILED
Anna Keeffe

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT IN AND FOR THE COUNTY OF BANNOCK, STATE OF IDAHO

1949 NOV 21 PM 3:22 17
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

BERNICE M. BJORNBERG,

PLAINTIFF,

-V-

ARTHUR RICHARD BJORNBERG,

DEFENDANT,

D E C R E E

This cause came on to be heard the 21 day of November 1949, before the undersigned Judge of the above entitled court, and it appearing to the court that the defendant was duly served with process and has not appeared or answered the complaint, and that the default of the defendant has been duly entered by the Clerk, and on this date the plaintiff appearing in person and with her counsel, John L. Long, the court proceeded to hear the evidence of the plaintiff, both oral and documentary, and the court being fully advised in the premises, and the court having duly considered the evidence finds that all of the allegations of the plaintiff's complaint are true and that the plaintiff is entitled to a divorce as prayed for in the complaint.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing and subsisting between the plaintiff and defendant be forever perpetually dissolved and set aside and that the parties hereto be, and each of them is freed from the duties and obligations thereof, and are hereby restored to the status of unmarried persons with all the rights and privileges appertaining thereto.

AND, IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the former name of the plaintiff, Bernice M. Buttcane, be and the same is hereby restored as prayed in said complaint.

Dated this 21 day of November 1949.

L. B. Johnson

DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

BERNICE M. BJORNBERG, Plaintiff -vs- ARTHUR RICHARD BJORNBERG, Defendar

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 22nd day of November, 194 9

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED

7854

1949 NOV 21 PM 3:23

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

LOIS T. POTTER,

Plaintiff

-vs-

G. W. POTTER,

Defendant.

DECREE.

THIS CAUSE Came on regularly to be heard before the Honorable [illegible], Judge of the above entitled Court sitting at Chambers at Pocatello, Bannock County, Idaho, this 21st day of November, 1949; the said plaintiff appearing in person and by her attorney, Carl C. Christensen, and the said defendant not appearing either in person or by counsel,

AND It appearing to the Court that the said defendant has heretofore, to-wit: On the 23rd day of September, 1949, been regularly served with process and has failed to appear and answer the plaintiff's complaint filed herein or otherwise plead thereto, and the full legal time for so doing having expired and no answer, demurrer or other pleading having been filed or served, the default of said defendant in the premises having been duly entered according to law,

WHEREUPON, Said plaintiff and her witness were duly sworn and examined and evidence introduced from which it appears that all the material allegations contained in the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or sufficiency, and that the said matters so alleged and proved on behalf of the plaintiff are sufficient to entitle her to the relief prayed for in her complaint, and the Court being fully advised,

NOW, THEREFORE, On motion of Carl C. Christensen, attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, LOIS T. POTTER, and the defendant, G. W. POTTER, be and the same hereby are absolutely dissolved, set aside and held for naught, and the parties be and hereby are divorced and freed from all the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff's name be and hereby is changed to that of Lois T. Earl, that being her name prior to her marriage to the defendant, now dissolved by this decree.

DATED AND DONE at Chambers at Pocatello, Bannock County, Idaho, this 21st day of November, 1949.

L. C. Gleason
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E CR E E

LOIS T. POTTER, Plaintiff -vs- G. W. POTTER, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 22nd day of November, 1949.

By..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

X

15774

7855

FILED
Anna Keefe
1949 NOV 23 PM 3:18
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

NINA MARIE F. CHRISTOPHERSON, Plaintiff, vs. LAWRENCE LEVEEN CHRISTOPHERSON, Defendant.	D E C R E E

This matter came duly on for hearing before the undersigned District Judge of the above entitled court, in his Chambers in Pocatello, Idaho, on the 23rd day of November, 1949.

The plaintiff appeared in person and by her attorney, F. E. Tydeman.

The defendant failed to appear, either in person or by his attorney.

It appearing that a duly verified complaint was filed in the above entitled matter, and that thereupon a summons was issued, and,

It further appearing that the said summons was duly served upon the defendant, and the said summons with due proof of service thereof has been filed in the above entitled court, and is now on file herein, and that the defendant has failed to appear and plead to the said complaint within the time specified in said summons and is in default therefor; and

It further appearing that the clerk of the above entitled court has duly entered the defendant's default, and the plaintiff being entitled to proceed with proof of the allegations of his complaint, testimony was heard by the court in support of said complaint, and from said testimony it appears that the allegations thereof are true;

The court finds that the plaintiff has been an actual bona fide resident of the State of Idaho for more than six weeks immediately preceding the filing of the complaint; that the plaintiff and defendant were married at Pocatello, Idaho, on

September 1, 1924; that there are no minor children of the parties; that the parties own no community property; and that during the married life of the parties hereto, the defendant has been guilty of extreme cruelty.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the parties hereto are hereby dissolved and set aside, and the parties are restored to the status of single persons.

Dated this 23rd day of November, 1949.

ISSAC McDOUGALL
District Judge

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Nina Marie F. Christopherson, Plaintiff -vs- Lawrence Leveen Christopherson, Defendant
as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 26th day of November, 19 49.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7856 copy

FILED

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT IN AND FOR THE COUNTY OF BANNOCK, STATE OF IDAHO

1949 NOV 25 PM 5:04

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

- - - -

THEODORE A. POWERS,

PLAINTIFF,

-V-

LOTTIE MAY POWERS,

DEFENDANT,

1613

DECREE

- - - -

This cause came on to be heard the 25 day of November 1949, before the undersigned Judge of the above entitled court, and it appearing to the court that the defendant was duly served with summons and complaint, and that the defendant has not appeared or answered the complaint within the time provided by law, and the default of the defendant having been duly entered by the clerk, and on this date the plaintiff appearing in person and with his counsel, John L. Long, the court proceeded to hear the evidence of the plaintiff, both oral and documentary, and the court being fully advised in the premises, and having duly considered the evidence, finds that all of the allegations of the plaintiff's complaint are true and that the plaintiff is entitled to a divorce as prayed for in the complaint.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing and subsisting between the plaintiff and defendant be forever perpetually dissolved and set aside, and that the parties hereto be, and each of them is freed from the duties and obligations thereof, and are hereby restored to the status of unmarried persons with all the rights and privileges appertaining thereto.

Dated this 25 day of November 1949.

Lonnie McDougall
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Theodore A. Powers, Plaintiff -vs- Lottie May Powers, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 26th day of November, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7857

16083

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT IN AND FOR THE COUNTY OF BANNOCK, STATE OF IDAHO

F I L E D
Anna Keefe
CLERK, AUDITOR AND RECORDER
BANNOCK COUNTY, IDAHO
1949 NOV 25 4:46 P. M.

WILLIS M. KELLEY,

PLAINTIFF,

-V-

ELSIE M. KELLEY,

DEFENDANT,

D E C R E E E

This cause came on to be heard the 25 day of November 1949, before the undersigned Judge of the above entitled court, and it appearing to the court that the defendant was duly served with summons by publication by order of this court pursuant to law in such cases made and provided, and the defendant has not appeared or answered the complaint within the time provided by law, and that the default of the defendant has been duly entered by the clerk, and on this date, the plaintiff appearing in person and with his counsel, John L. Long, the court proceeded to hear the evidence of the plaintiff, both oral and documentary, and the court being fully advised in the premises, and having duly considered the evidence finds that all of the allegations of the plaintiff's complaint are true and that the plaintiff is entitled to a divorce as prayed for in the complaint.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing and subsisting between the plaintiff and defendant be forever perpetually dissolved and set aside, and that the parties hereto be, and each of them is freed from the duties and obligations thereof, and are hereby restored to the status of unmarried persons with all the rights and privileges appertaining thereto.

Dated this 25 day of November 1949.

DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Willis M. Kelley, Plaintiff -vs- Elsie M. Kelley, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 26th day of November, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT IN AND FOR THE COUNTY OF BANNOCK, STATE OF IDAHO

- - - -

1608

CAROLYN DRISCOLL,

PLAINTIFF,

-V-

KENNETH F. DRISCOLL,

DEFENDANT,

FILED
Anna Keefe
CLERK, AUDITOR AND RECORDER
BANNOCK COUNTY, IDAHO
1949 NOV 25 PM 4:45

- - - -

This cause came on to be heard the 25 day of November 1949, before the undersigned Judge of the above entitled court, and it appearing to the court that the defendant was duly served with summons by publication by order of this court pursuant to law in such cases made and provided, and the defendant has not appeared or answered the complaint within the time provided by law, and that the default of the defendant has been duly entered by the clerk, and on this date, the plaintiff appearing in person and with her counsel, John L. Long, the court proceeded to hear the evidence of the plaintiff, both oral and documentary, and the court being fully advised in the premises, and having duly considered the evidence, finds that all of the allegations of the plaintiff's complaint are true and that the plaintiff is entitled to a divorce as prayed for in the complaint.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing and subsisting between the plaintiff and defendant be forever perpetually dissolved and set aside, and that the parties hereto be, and each of them is freed from the duties and obligations thereof, and are hereby restored to the status of unmarried persons with all the rights and privileges appertaining thereto.

Dated this 25 day of November 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Carolyn Driscoll, Plaintiff -vs- Kenneth F. Driscoll, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 26th day of November, 19 49

By..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7859

FILED

1949 NOV 23 AM 11:35

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

15891.

ROSALIE KELLY,

Plaintiff

-vs-

MERLE J. KELLY,

Defendant.

D E C R E E.

Copy

THIS CAUSE Came on regularly to be heard before the Honorable Jesse McDougall, Judge of the above entitled Court sitting at Chambers at Pocatello, Bannock County, Idaho, this 23rd day of November, 1949; the said plaintiff appearing in person and by her attorney, Carl C. Christensen, and the said defendant not appearing either in person or by counsel,

AND It appearing to the Court that the said defendant has heretofore, to-wit: On the 13th day of July, 1949, been regularly served with process by publication of summons and that thereafter, on the 29th day of October, 1949, the said defendant was personally served with summons in the City of Pocatello, Bannock County, Idaho, and has failed to appear and answer the plaintiff's complaint filed herein or otherwise plead thereto, and the full legal time for so doing having expired and no answer, demurrer or other pleading having been filed or served, the default of said defendant in the premises having been duly entered according to law,

WHEREUPON, Said plaintiff and her witness were duly sworn and examined and evidence introduced from which it appears that all the material allegations contained in the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or sufficiency, and that the said matters so alleged and proved on behalf of the plaintiff are sufficient to entitle her to the relief prayed for in her complaint and the Court being fully advised,

NOW, THEREFORE, On motion of Carl C. Christensen, attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, ROSALIE KELLY, and the defendant, MERLE J. KELLY, be and the same hereby are absolutely dissolved, set aside and held for naught, and the parties be and hereby are divorced and freed from all the obligations thereof and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, ROSALIE KELLY, be and she hereby is awarded the permanent care, custody and control of Linda Lee Kelly, the minor

child of the parties to this action, with leave to the defendant to see and visit said minor child at all proper times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, MERLE J. KELLY, shall pay to the plaintiff, ROSALIE KELLY, the sum of $ 25.00 per month for the care and maintenance of the minor child of the parties, and that the first payment shall be made on or before the first day of December, 1949, and a like payment on or before the first day of each succeeding calendar month until further orders of the Court.

DATED AND DONE at Chambers at Pocatello, Bannock County, Idaho, this 23rd day of November, 1949.

Isaac McDougall
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Rosalie Kelly, Plaintiff -vs- Merle J. Kelly, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 26th day of November, 19 49

By..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7860

15796

FILED
Anna Keefe
1949 NOV 23 PM 3:24
CLERK AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

SARAH (SALLY) ORSBON,
Plaintiff,
-vs-
ESTIL ORSBON,
Defendant.

DECREE

Case No. 15798

- - -

This cause came on regularly to be heard and tried before the undersigned, one of the Judges of the above entitled Court, at Pocatello, Idaho, on the 23rd day of ~~May~~ November, 1949, the plaintiff appearing in person and by her attorney, Henry McQuade and the defendant appearing neither in person nor by counsel,

It appearing to the Court that the defendant has been served with Summons and Complaint and failed to appear or plead in said action within the time allowed by law or at all and default judgment has been duly entered against him.

Evidence was offered and received for and on behalf of the plaintiff in support of the allegations of her Complaint. from which it appears that each and every one of the allegations of the Complaint are true and such are found to be facts;

NOW, THEREFORE, The law and the evidence being by the Court understood and considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Sarah (Sally) Orsbon and Estil Orsbon, defendant, be, and the same are hereby dissolved and each of the parties is hereby restored to the status of a single person.

JUDGMENT RENDERED And entered at Pocatello, County of Bannock, State of Idaho, this 23rd day of ~~May~~ November, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Sarah (Sally) Orsbon, Plaintiff -vs- Estil Orsbon, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 26th day of November, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

15290

7861

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BANNOCK.

1949 NOV 25 PM 8:54
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

LAWRENCE E. KENT,)
Plaintiff,)
vs.) JUDGMENT AND DECREE.
LILLIAN KENT,)
Defendant.)

The above-entitled action having come on for trial before the Honorable Isaac McDougall, District Judge, this 25th day of November, 1949. Plaintiff appeared in person and with his attorneys, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has now expired, and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and his witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections; that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and he is hereby awarded an absolute divorce from the defendant.

2. That the defendant's maiden name of Lillian Bakka be, and the same is hereby restored to her use.

Dated this 25th day of November, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Lawrence E. Kent, Plaintiff -vs- Lillian Kent, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 26th day of November, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

16149

FILED anna Keeffe

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

1949 NOV 25 AM 11:13

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

NELLIE SOPHER,
Plaintiff,
-vs-
LE ROY G. SOPHER,
Defendant.

D E C R E E

This cause came on regularly to be heard before the Honorable L. E. Glennon, Judge of the above entitled Court, sitting at chambers at Pocatello, Bannock County, Idaho, this 25th day of November, 1949, the plaintiff appearing in person and by counsel, C. V. Boyatt, and the defendant appearing in propria persona, as evidenced by the files of this action.

And it appearing to the Court that the said defendant was duly served with summons at Hastings, in the county of Adams, State of Nebraska on the 21st day of November, 1949, and thereafter entered his appearance, refused to plead further, and consented to trial of the above cause at this time.

Whereupon, said plaintiff and witness were duly sworn and examined and evidence introduced upon behalf of plaintiff from which it appears that all the material allegations of the complaint are sustained by competent, and such matters so alleged and proved on behalf of plaintiff are sufficient to entitle her to the relief prayed for in her complaint;

IT IS THEREFORE ORDERED, ADJUDGED and DECREED as follows:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and the parties hereto restored to the status of unmarried persons; and

2. That the plaintiff be, and she is hereby restored her former name of NELLIE RUSSELL.

Dated this 25 day of November, 1949.

L. E. Glennon
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Nellie Sopher, Plaintiff -vs- LeRoy G. Sopher, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 26th day of November, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT IN AND FOR THE COUNTY OF BENEWAH, STATE OF IDAHO

LOIS BUMP,

Plaintiff,

-vs-

LAURENCE W. BUMP,

Defendant.

DECREE

The above entitled action came on regularly for trial before the Court sitting without a jury at ~~Saint Maries~~ Coeur d'Alene, Idaho, on the 9th day of November, 1949, at ten o'clock A. M. Plaintiff appeared in person and represented by her attorney CARL M. BUELL, and the defendant did not appear in person or by attorney; defendant having been served with summons and complaint on the 5th day of October, 1949, and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default, his default was heretofore entered; that an affidavit was filed that said defendant was not in the military service during the pendency of this action or at all. Whereupon testimony was submitted upon behalf of the plaintiff and the Court having filed its Findings of Facts and Conclusions of Law.

NOW, THEREFORE, by reason of the law and the premises it is hereby ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of the action.

It is further ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the defendant and the plaintiff be, and the same are hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff is to have the custody, control and care of said minor child, Beverly Ann,

Dated this 9th day of November, 1949.

O. C. Wilson
District Judge

ATTEST:
R. L. Hiltside

By Agatha Moore Deputy

72037

COMPARED
BY M&M

Indexed

STATE OF IDAHO)
County of Benewah) ss.

Filed Nov. 9th, 1949 at 3:10 o'clock P.M.

R. H. Whiteside
Clerk District Court

E-304

#2109

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH

- - - - - - -

JERRY B. WRIGHT, Plaintiff, vs. MARY T. WRIGHT, Defendant,	DECREE OF DIVORCE

- - - - - - - - - - - - - - - - - - - -

The above entitled cause came on regularly for hearing this 18th day of November, 1949, the Plaintiff, Jerry B. Wright, appearing in person and by his attorney, Robert McFadden, and the defendant, Mary T. Wright, not appearing, either in person or by attorney; and it appearing to the Court that the defendant, Mary T. Wright, was duly and regularly served with summons and complaint by personal service outside the State of Idaho, to-wit: in Los Angeles County, California, pursuant to the orders of this Court, on the 26th day of October, 1949, and it further appearing to the Court that the said defendant did not plead to said complaint, and that the time in which she might plead to said complaint has expired; and that the default of said defendant for her failure to pleas has been heretofore ordered by this Court; and the Court having heard the testimony of the plaintiff, Jerry B. Wright, and corroborative testimony on behalf of the plaintiff as to his residence; and findings of fact and conclusions of law having been heretofore made and filed herein; and the Court being fully advised in the premises:

NOW, THEREFORE, by reason of the law and the premises, and by reason of the said Findings of Fact and Conclusions of Law, it is hereby,

ORDERED ADJUDGED AND DECREED: That the Court has jurisdiction of the parties and of the subject matter of this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the plaintiff, Jerry B. Wright, and the defendant, Mary T. Wright, be, and the same are absolutely dissolved and that the plaintiff, Jerry B. Wright, is hereby given and granted an absolute decree of divorce from the defendant, Mary T. Wright.

Dated this 18th day of November, 1949.

(OFFICIAL SEAL)

Attest:

O. C. Wilson
District Judge

R. H. Whiteside
Clerk of the District Court.

COMPARED

INDEXED

92099.

STATE OF IDAHO
County of Benewah
Filed Nov 22 1949
at 1:25 P. M.
R. N. Clerk
Clerk District Court
By _____ DEPUTY

E 304

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT IN AND FOR THE COUNTY OF BENEWAH, STATE OF IDAHO.

LILA M. DAILY,
Plaintiff
-vs-
LLOYD E. DAILY,
Defendant

DECREE OF DIVORCE

* * * * *

The above entitled cause came on regularly for hearing this 18th day of November, 1949, the Plaintiff, Lila M. Daily, appearing in person and by her attorney, Robert McFadden, and the Defendant, Lloyd E. Daily, not appearing, either in person or by attorney; and it appearing to the Court that the Defendant, Lloyd E. Daily, was duly and regularly served with Summons and Complaint and Amended Summons and Complaint on the 26th day of October, 1949, within the State of Idaho; and it further appearing to the Court that the said Defendant did not plead to said complaint and amended complaint, and that the time in which he might plead to said complaint and amended complaint has expired; and that the default of said Defendant for his failure to plead has been heretofore orderd by this Court; and the Court having heard the testimony of the Plaintiff, Lila M. Daily, and corroborative testimony on behalf of the Plaintiff as to her residence; and Findings of Fact and Conclusions of Law having been heretofore made and filed herein; and the Court being fully advised in the premises:

NOW, THEREFORE, By reason of the law and the premises, and by reason of the said Findings of Fact and Conclusions of Law, it is hereby

ORDERED, ADJUDGED AND DECREED; That the Court has jurisdiction of the parties and of the subject matter of this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the property settlement made and entered into by and between the Plaintiff and Defendant, on the 19th day of October, 1949, and made "Exhibit A" herein, is hereby approved, settled and confirmed;

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the care, custody and control of the minor child, Timothy A. Daily, be awarded to the Plaintiff, Lila M. Daily; and the Defendant, Lloyd E. Daily, is granted the privilege of reasonable visitation with said minor child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the Plaintiff, Lila M. Daily, and the Defendant, Lloyd E. Daily, be, and the same are absolutely dissolved, and that the Plaintiff, Lila M. Daily, is hereby given and granted an absolute divorce from the Defendant, Lloyd E. Daily.

Dated this 18th day of November, 1949.

(OFFICIAL SEAL)

O. C. Wilson
District Judge

ATTEST:

R. H. Whiteside
Clerk of the District Court

72100

STATE OF IDAHO }
County of Bonneville } ss

Filed NOV 22 1949
at 2:55 O'clock P M.
R. H. Whiteside
CLERK DISTRICT COURT
By ..... DEPUTY

E. 305

7866

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

IDA I. AIKEN, Plaintiff, -vs- OWEN D. AIKEN, Defendant.	D E C R E E

In this action the above-named defendant, Owen D. Aiken, having been regularly served with process and having thereafter failed and refused to plead to plaintiff's complaint on file herein within the time allowed by law or at all, and the Default of said defendant having been heretofore duly entered according to law, said cause came on regularly for hearing this date before the Judge of the above-entitled Court at Blackfoot, Bingham County, Idaho; said plaintiff appearing in person and by her attorney, H. William Purchner, and no appearance being made at said hearing by the defendant either in person or by counsel; and the Court having heard the testimony of the plaintiff, Ida I. Aiken, and of Lavell Bingham, witness for the plaintiff, and having considered said testimony and certain documentary evidence, to-wit, a property settlement agreement dated October 3rd, 1949, made between the parties to said action and filed herein by the plaintiff, said cause was submitted to the Court for consideration and decision; and the Court being fully advised in the premises and in the law finds that each and all of the allegations of plaintiff's Complaint are true and that such allegations are proved by evidence free from any objections as to its admissibility, relevancy and materiality, and that the facts so proved are sufficient to entitle the plaintiff to the relief prayed for in her Complaint;

IT IS ORDERED, ADJUDGED AND DECREED, That the bonds

of matrimony now existing between the plaintiff, Ida I. Aiken, and the defendant, Owen D. Aiken, be, and the same are hereby absolutely dissolved, and that said parties be and they are hereby restored to the status of single persons.

IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED That the property settlement agreement of the parties Dated October 3, 1949, and admitted in evidence herein as plaintiff's exhibit "A" be and the same hereby is approved and adopted by this Court, and in accordance therewith the Court finds, adjudges and decrees that all of the real and personal community property of the parties be and the same is hereby awarded to the plaintiff as her sole and separate property including but not limited to the following items of property:

> The North half of the Southwest quarter of Section Twenty, in Township Two South, of Range Thirty-five, East of the Boise Meridian, in Bingham County, Idaho; together with all ditches and ditch rights of way, water and water rights appurtenant thereto and used for the irrigation thereof.
>
> Two mares, 10 cows, 2 heifers, 5 bull calves, 2 sows, and 1 weiner pig; and 2 sets harness and 3 collars, 1 derrick pole, 1 Jackson fork, 1 Hoover wagon, 2 harrows, 1 hay rake, 1 mower, 1 milking machine, 1 potato digger, 1 beet cultivator, 2 potato cultivators, 1/2 interest in manure spreader, 1 tractor, 1 plow, 1 Miskin scraper and 1 Tandem disc and miscellaneous tools, double trees, horse eveners, shovels, forks and canvas dams.

IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED That the plaintiff, Ida I. Aiken, be and she hereby is awarded the absolute care, custody and control of the minor children of the parties, namely, Donald Lee Aiken, Eldon Earl Aiken, Raymond Elwin Aiken and DeLon Aiken, subject to the right of defendant, Owen D. Aiken, to see and visit said children at reasonable times and places, and that the defendant pay to the plaintiff the sum of $25.00 per month, commencing December 1, 1949, for the support and maintenance of the two youngest children of the parties, Donald Lee Aiken and Eldon Earl Aiken.

Dated this 9th day of November, 1949.

Preston Thatcher
District Judge.

STATE OF IDAHO,)
: SS
County of Bingham)

I. V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce made and entered by the said District Court in the above-entitled action on the 9th day of November, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court this 9th day of November, 1949.

V. F. Wootton
Clerk.

By: Marie Randall
Deputy.

(Seal)

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

Flora Bell Randall, Plaintiff

vs.

George G. Randall, Defendant

D E C R E E

In this action the defendant, George G. Randall, having been duly and regularly personally served with summons within the State of Idaho, and the time allowed by law for pleading or answering herein having expired, and the defendant having failed to appear and answer or plead to plaintiff's complaint, and non-military affidavit having been filed and the default of the said defendant having been duly and regularly entered according to law, this cause came on regularly for hearing before Hon. Preston Thatcher, Judge of the above entitled Court, this day, upon the complaint of the plaintiff and the default of the defendant as aforesaid, J. H. Andersen, Esq., appearing on behalf of the plaintiff and the defendant not appearing either in person or by counsel, the Court proceeded to hear the testimony adduced on behalf of the plaintiff from which it satisfactorily appears that all of the material allegations of the plaintiff's complaint are proved by competent evidence, free from exception or objection as to its sufficiency, relevancy and admissibility, and that the plaintiff is entitled to the relief prayed for in the complaint.

NOW, THEREFORE, the Court being fully advised in the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, that the bonds of matrimony now existing between the plaintiff, Flora Bell Randall, and the defendant, George G. Randall, be, and the same are hereby absolutely dissolved and said parties are, and each of them is, hereby relieved from the obligations thereof and each is hereby restored to the status of single persons.

IT IS FURTHER ORDERED that plaintiff be, and she is hereby restored to her maiden name, to-wit, Flora Bell Hall.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the plaintiff be, and she is hereby awarded all of the community property belonging to the parties as her sole and separate property, which said property is described in the complaint and is as follows:

Household furniture, consisting of bookcase, two bedsteads with mattresses, springs and bedding, one coal range; table; chairs, and various kitchen utensils and cutlery now located at Fort Hall, Idaho.

Dated this 23rd day of November, 1949.

Preston Thatcher
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 23rd day of November 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 23rd day of November, 1949

V. F. Wootton, Clerk of said District Court

By Von Hine Munson
Deputy.

7868

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

DOROTHY YOUNG, Plaintiff, -vs- JOHN G. YOUNG, Defendant.	D E C R E E

In this cause the above-named defendant, John G. Young, having been regularly served with process and said defendant having failed to Answer, Demur or otherwise plead to the plaintiff's Complaint on file herein, and the legal time for answering having expired, and the Default of said defendant having been heretofore duly entered according to law, said cause came on regularly for hearing this day before the Judge of the above-entitled Court, at Blackfoot, Bingham County, Idaho, H. William Furchner, Esq., appearing for the plaintiff and no appearance being made by the defendant either in person or by counsel; and the Court having heard the testimony of the plaintiff, Dorothy Young, and of Emma Stephens, witness for the plaintiff, the plaintiff rested, and said cause was submitted to the Court for consideration and decision; and the Court being advised in the law and the premises finds that each and all of the allegations of plaintiff's Complaint are proved and are true, and that such allegations are proved by evidence free from any objection as to its admissibility, relevancy and materiality, and that the facts so proved are sufficient to entitle the plaintiff to the relief prayed for in her Complaint; and it further appearing to the Court from the affidavit of the plaintiff that plaintiff is unable to file an affidavit that defendant is not now in the military service of the United States;

IT IS ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Dorothy Young, and the defendant, John G. Young, be, and the same are hereby absolutely dissolved, and that said parties be, and they are hereby restored to the status of single persons.

IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED That the plaintiff be and she hereby is awarded the absolute care, custody, control and education of the minor children of the parties, namely, Patricia Young and Joanne Young.

Dated this 23rd day of November, 1949.

Preston Thatcher
District Judge.

STATE OF IDAHO)
: SS
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce made and entered by the said District Court in the above-entitled action on the 23rd day of November, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court this 23rd day of November, 1949.

V. F. Wootton
Clerk
By: Marie J. Randall
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

REVA ILENE STOLBA,
Plaintiff,
-VS-
BOYD EUGENE STOLBA,
Defendant.

D E C R E E.

This cause came on regularly to be heard and tried before the Court, jury waived, this _____ day of November, 1949, upon complaint of plaintiff, plaintiff being present in person and being represented by Everett B. Taylor, her attorney, the defendant having been personally and duly served with summons and complaint and has not appeared or answered the complaint and default having been entered;

Evidence was introduced and the Court finding that the allegations of the complaint are true and that plaintiff is entitled to divorce, and the making and rendering of Findings of Fact and Conclusions of Law herein having been waived as a matter of law;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That the marriage between Reva Ilene Stolba, the plaintiff, and Boyd Eugene Stolba, the defendant, be dissolved and said parties are, and each of them is freed and released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff's former name of Reva Ilene Howell, be restored to her.

Done in Open Court this 8th day of November, 1949.

D. A. Stephens
DISTRICT JUDGE.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BLAINE

REVA ILENE STOLBA
.....
.....
Plaintiff

vs.

BOYD EUGENE STOLBA
.....
.....
Defendant

CLERK'S CERTIFICATE OF TRUE COPY

STATE OF IDAHO,
County of Blaine, } ss.

I, George F. McCoy ....., Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original Decree .....in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 8th ..... day of November, A. D., 19 49

By Irene E. Price Deputy. Attest: George F. McCoy Clerk.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

EVELYN N. MILLER,
Plaintiff,
-VS-
OLIVER H. MILLER,
Defendant.

DECREE.

This cause came on regularly to be heard and tried before the Court, jury waived, this 15 day of November, 1949, upon complaint of plaintiff, plaintiff being present in person and being represented by Everett B. Taylor, her attorney, the defendant having been personally and duly served with summons and complaint and has not appeared or answered the complaint and default having been entered;

Evidence was introduced and the Court finding that the allegations of the complaint are true and that plaintiff is entitled to divorce, and the making and rendering of Findings of Fact and Conclusions of Law herein having been waived as a matter of law;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That the marriage between plaintiff, Evelyn N. Miller, and defendant, Oliver H. Miller, be dissolved, and said parties are, and each of them is, freed from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, Evelyn N. Miller, be, and is hereby, awarded custody, care, control and education of minor children of plaintiff and defendant, namely, Virginia M. Miller, 13 years old, Letha Arlene Miller, 11 years old, and Dennis W. Miller, 6 years old, for a period of 10 months of each year; 9 months being the regular school year months and 1 month during the summer vacation until said children become

of age or are sooner married. That the defendant Oliver H. Miller, shall have the care, control and custody of said minor children two months of each year, during the regular summer vacation months, until said children become of age or are sooner married. That said plaintiff and defendant be permitted to visit the said minor children at any reasonable and convenient time to the parties hereto, while in the care and custody of the other.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That said Oliver H. Miller, defendant herein, shall pay, and he hereby is required to pay, to the said plaintiff, as and for the support and maintenance of said minor children, until their majority, unless sooner married or deceased, the sum of Thirty and no/100 ($30.00) Dollars monthly for each of the said children, said payments to be made in semi-monthly installments, on the first and fifteenth days of each and every month hereafter, beginning December 1, 1949. That the defendant shall not pay the plaintiff $30.00 monthly for the support and maintenance of each of said minor children while in the care, custody and control of the defendant; the defendant is to provide for the support and maintenance of all or any one of the said minor children while in his care and custody.

Done in open court at Hailey, Idaho this 15 day of November, 1949.

D. H. Sutphen
DISTRICT JUDGE.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BLAINE

EVELYN N. MILLER

Plaintiff

vs.

OLIVER H. MILLER

Defendant

CLERK'S CERTIFICATE OF TRUE COPY

STATE OF IDAHO,
County of Blaine, } ss.

I, George F. McCoy, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original Decree in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office, at Hailey, this 15th day of November, A. D., 19 49

Attest: George F. McCoy Clerk.

By .....Deputy.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE.

- - - - -

JAMES R. DAVIES, JR.,)
Plaintiff,)
vs.) DECREE OF DIVORCE
WANDA DAVIES,)
Defendant.)

- - - - -

This cause coming on to be heard this 15 day of November, 1949, in open Court, upon the complaint herein, the plaintiff appearing in person and with his counsel, Joseph McFadden, Attorney at Law, and the defendant not appearing; and it appearing that the defendant has been duly served with Summons and copy of the Complaint herein, and that he has failed to plead, or answer, or appear at the hearing hereof, the default of the defendant was duly entered according to law; and proofs having been regularly taken herein, from which it appears that all of the allegations of the Complaint are sustained by the evidence, and that the matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in the Complaint, and that plaintiff has been for more than six full weeks prior to the commencement of this action a resident of the State of Idaho; and the Court being fully advised in the premises, and defendant having by letter requesting that the right to use of her maiden name be restored to her, now on motion of Joseph McFadden, attorney for plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of

matrimony existing between plaintiff and defendant be wholly dissolved and the same are hereby dissolved accordingly; and further that the right to the use of defendant's maiden name of Wanda Michael is hereby restored to her.

Done in open Court at Hailey, Blaine County, Idaho, this 15 day of November, 1949.

D. H. Sutphen
DISTRICT JUDGE

CERTIFICATE OF ~~TRUE COPY~~

STATE OF IDAHO,)
: SS
County of Blaine.)

I, George F. McCoy, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office at Hailey, This 15 day of November, 1949.

Attest: George F. McCoy
Clerk

9:45

7872

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BONNER

HELEN L. PLATO,
Plaintiff,

-vs-

JACK C. PLATO,
Defendant.

D E C R E E

The above entitled action came on regularly to be heard and tried in Chambers at Sandpoint, Bonner County, State of Idaho, on the 3rd day of November, 1949, at 9:30 o'clock A.M.. Plaintiff appeared in person and represented by her attorney, J. Alfred May. The defendant did not appear in person or by attorney and the defendant having been served with Summons and Complaint in the cause, on the 13th day of October, 1949, and he having failed to appear, demur, or answer, within the time allowed by law, or at all, and he being in default, his default was heretofore entered; that an affidavit was filed that said defendant was not in military service during the pendency of this action. Whereupon testimony was submitted on behalf of the plaintiff and the Court having jurisdiction of the parties and the subject matter and the Findings of Fact and Conclusions of Law having been waived by reason of Defendant's failure to appear and the Court being fully advised in the premises.

NOW, THEREFORE, By reason of the law and the premises, it is hereby ORDERED, ADJUDGED AND DECREED:

That the bonds of matrimony existing between the plaintiff, Helen L.

STATE OF IDAHO } ss.
County of Bonner }

Filed November 3, 1949
9:45 o'clock A. M.
Alex T. Russell,
Clerk of District Court.
By Vivian E. Shoemaker,
Deputy.

Plato, and the defendant, Jack C. Plato, be and the same are hereby wholly and forever dissolved on the grounds of extreme mental cruelty, and the parties are released from each other and from all matrimonial obligations, except the support of said minor children, and the plaintiff is granted and given an absolute decree of divorce from the defendant;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the custody of said minor children, namely, Gaila May Plato and Stephen Edward Plato, is hereby awarded to the plaintiff, with visitation privileges to the defendant at reasonable times and places.

IT IS FURTHER ORDERED That the defendant pay to the plaintiff for the support of said minor children the sum of $75.00 Dollars per month, beginning the 12th day of November and payable on the 10th day of each and every month thereafter until said minor children reaches their majority, or until further order of the court.

Dated this 3rd day of November at Sandpoint, Idaho.

E. Y. Boughton
District Judge

7872

STATE OF IDAHO, }
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6524, HELEN L. PLATO, Plaintiff, vs. JACK C. PLATO, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 3rd *day of* November, *19*49.

Alex T. Russell *Clerk*

By Dorothy Campbell *Deputy*

6497 11:15

7873

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BONNER

JOSEPHINE SHUGART,

Plaintiff,

-vs-

WENDELL SHUGART,

Defendant.

DECREE

The above-entitled action came on regularly to be heard and tried in Chambers at Sandpoint, Bonner County, State of Idaho, on the 10th day of November, 1949 at 10:30 o'clock A .M. Plaintiff appeared in person and represented by her attorney, J. Alfred May. The defendant did not appear in person or by attorney and the defendant having been served with Summons and Complaint in the cause, on the 19th day of October, 1949, and her having failed to appear, demur, or answer, within the time allowed by law, or at all, and he being in default, his default was heretofore entered; that an Affidavit was filed that said defendant was not in military service during the pendency of this action. Whereupon testimony was submitted on behalf of the plaintiff and the Court having jurisidiction of the parties and the subject matter and the Findings of Fact and Conclusions of Law having been fully advised in the premises: warned by reason of Defendant's Non Appearance and the Court being

NOW, THEREFORE, BY reason of the law and the premises, it is hereby ORDERED, ADJUDGED AND DECREED:

That the bonds of matrimony existing between the plaintiff, Josephine Shugart, and the defendant, Wendell Shugart, be and the same are

STATE OF IDAHO } ss.
County of Bonner }

Filed Nov. 10 19 49

at 11:15 o'clock A. M.

Alex T. Russell

Clerk of District Court

By Vivian E. Shoemaker

Deputy

hereby wholly and forever dissolved on the grounds of extreme cruelty, and the parties are released from each other and from all matrimonial obligations, and the plaintiff is granted and given an absolute decree of divorce from the defendant;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED: That ~~Defendant's~~ Plaintiffs former name, Josephine Harrington, be restored to her.

Dated this 10th day of November, 1949 at Sandpoint, Idaho.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

7873

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6497, JOSEPHINE SHUGART, Plaintiff, vs. WENDELL SHUGART, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 10th *day of* November, *1949.*

Alex T. Russell *Clerk*

By Dorothy Campbell *Deputy*

6499

7874

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF BONNER

MELVIN I. McPHERSON, (No. 6499
Plaintiff,
vs.) DECREE
RUTH E. McPHERSON,
Defendant. (

This cause having regularly come on to be heard before the undersigned Judge at Coeur d'Alene, Kootenai County, Idaho, at 10:00 A.M. on the date hereof, defendant and cross-plaintiff appearing in person and through her attorney, J. Ward Arney; stipulation being on file under which the case was transferred from Bonner County to this county for trial to meet the convenience of witnesses and, further, that the trial was to occur at this time and place; stipulation being signed in behalf of plaintiff and cross-defendant by Messrs. Everett E. Hunt and Raymond T. Greene, Jr., his attorneys of record; the plaintiff and cross-defendant or his attorneys not appearing; issue being joined on the complaint and upon the answer and cross-complaint; competent and corroborative, oral and documentary evidence having been offered and received from which the Court is fully advised; written findings of fact and conclusions of law having been waived; now, therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

(1). The defendant and cross-plaintiff be and is hereby granted divorce from plaintiff and cross-defendant on the grounds of extreme mental cruelty; and

STATE OF IDAHO } ss.
County of Bonner }
Filed November 16, 1949
at 11:30 o'clock A. M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

(2). Defendant and cross-plaintiff is further adjudged to be the owner of one Glider Trailer, now in her possession; otherwise, the parties having settled all of their mutual and several financial rights and/or obligations, including court costs and attorneys fees herein; and

(3). The defendant and cross-plaintiff is hereby restored to her former name of Ruth E. Day.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 14th day of November, 1949.

(DISTRICT COURT SEAL)

O. C. Wilson
District Judge

ATTEST:

Alex T. Russell
Clerk, District Court

By Vivian E. Shoemaker
Deputy

STATE OF IDAHO,
County of Bonner } *ss.*

7874

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6499, MELVIN I. McPHERSON, Plaintiff, vs. RUTH E. McPHERSON, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 16th *day of* November, *19*49.

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

6516 4:40 State

7875

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

NORMA J. MULHOLLEM,
Plaintiff,
vs.
DEAN MULHOLLEM,
Defendant.

DECREE

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 17th day of November, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, Glenn E. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Norma J. Mulhollem, and the defendant, Dean Mulhollem, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

STATE OF IDAHO)
County of Bonner) ss.
Filed November 17 1949
4:40 P.M.
Alex T. Russell
Clerk District Court
By Vivian E. Shoemaker
Deputy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the care, custody and control of the child, Janice, be and the same is hereby awarded to the plaintiff, Norma J. Mulhollem, subject only to the right of the defendant, Dean Mulhollem, to visit said child at reasonable and proper times if he contributes a substantial amount towards her support.

Done in Open Court at Sandpoint, Idaho, this 17th day of November, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

7875

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6516, NORMA J. MULHOLLEM, Plaintiff, vs. DEAN MULHOLLEM, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 18th *day of* November, *19*49.

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

6515 4:40

7876

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

ELLEN MOORE,
Plaintiff,
vs.
GLEN MOORE,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 17th day of November, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, Glenn E. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Ellen Moore, and the defendant, Glen Moore, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

Done in Open Court at Sandpoint, Idaho, this 17th day of November, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO } ss.
County of Bonner }

Filed November 17, 1949
4:40 P.
Alex T. Russell,
Clerk of District Court.
By Vivian E. Shoemaker
Deputy

STATE OF IDAHO,
County of Bonner } *ss.*

7876

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6515, ELLEN MOORE, Plaintiff, vs. GLEN MOORE, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 18th *day of* November, *19*49.

Alex T. Russell *Clerk*

By Dorothy Campbell *Deputy*

6488 2:05

7877

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

JOYCE COSGROVE,

Plaintiff,

vs.

KENNETH COSGROVE,

Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable O. C. Wilson, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 17th day of November, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, Glenn E. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Joyce Cosgrove, and the defendant, Kenneth Cosgrove, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of wilful neglect.

STATE OF IDAHO } ss.
County of Bonner }

Filed November 17 1949
at 2:05 o'clock P. M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the care, custody and control of the minor child, Kay Cosgrove, be and the same is hereby awarded to the plaintiff, Joyce Cosgrove, subject to the right of the defendant, Kenneth Cosgrove, to visit said child at reasonable and proper times.

Done in Open Court at Sandpoint, Idaho, this 17th day of November, 1949.

O. C. Wilson
District Judge

7877

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6480, JOYCE COSGROVE, Plaintiff, vs. KENNETH COSGROVE, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 17th *day of* November, 1949.

Alex T. Russell *Clerk*

By Dorothy Campbell *Deputy*

6510 12:05

7878

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BONNER

JOHN E. SMITH,

Plaintiff,

-vs-

SHIRLEY JEAN SMITH,

Defendant.

D E C R E E

The above entitled action came on regularly to be heard and tried in Chambers at Sandpoint, Bonner County, State of Idaho, on the 21st day of November, 1949 at 11:30 o'clock A .M. Plaintiff appeared in person and represented by his attorney, J. Alfred May. The defendant did not appear in person or by attorney and the defendant having been served with Summons and Complaint and amended complaint in the cause, on the 1st day of October, 1949, and she having failed to appear, demur, or answer, within the time allowed by law, or at all, and she being in default, her default was heretofore entered; that an Affidavit was filed that said defendant was not in military service during the pendency of this action. Whereupon testimony was submitted on behalf of the plaintiff and the Court having jurisidiction of the parties and the subject matter and the Findings of Fact and Conclusions of Law having been waived by reason of Defendant's failure to appear and the Court being fully advised in the premises:

NOW, THEREFORE, By reason of the law and the premises, it is hereby ORDERED, ADJUDGED AND DECREED:

That the bonds of matrimony existing between the plaintiff, John E.

STATE OF IDAHO } ss.
County of Bonner }

Filed November 21 1949
at 12:05 o'clock P. M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

Smith, and the defendant, Shirley Jean Smith, be and the same are hereby wholly and forever dissolved on the grounds of wilful desertion, and the parties are released from each other and from all matrimonial obligations, and the plaintiff is granted and given an absolute decree of divorce from the defendant:

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED: That Defendant's maiden name, Shirley Jean Hartt, be restored to her.

Dated this 21st day of November, 1949 at Sandpoint, Idaho.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6510, JOHN E. SMITH, Plaintiff, vs SHIRLEY JEAN SMITH, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 21st *day of* November, 1949.

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

6389 12:00 M.

7879

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

PATRICIA ROE,
Plaintiff,
vs.
FREDRICK ROE,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 23rd day of November, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Patricia Roe, and the defendant, Fredrick Roe, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

STATE OF IDAHO, County of Bonner } ss.
Filed November 23, 1949
at 12:00 o'clock M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the minor child of plaintiff and defendant, Jerri Roe, be awarded to the plaintiff, Patricia Roe, subject to the right of the defendant to visit said child at reasonable and proper times, providing he pays the sum of Fifty ($50.00) Dollars per month for the care and support of said child.

Done in Open Court at Sandpoint, Idaho, this 23rd day of November, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

7879

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6387, PATRICIA ROE, Plaintiff, vs. FREDRICK ROE, Defendant. *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 23rd *day of* November, 1949.

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

6529 11:55

7880

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

IRMA NORGAARD,
Plaintiff,
vs.
ERNEST NORGAARD,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 25th day of November, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Irma Norgaard, and the defendant, Ernest Norgaard, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

STATE OF IDAHO } ss.
County of Bonner }
Filed November 25, 1949
at 11:55 o'clock A. M.
Alex T. Russell
District Court
By Vivian E. Shoemaker
Deputy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff is awarded the care, custody and control of the five minor children, Charles Norgaard, William Norgaard, Jane Norgaard, Fern Norgaard, and Susan Norgaard, subject to the right of the defendant to visit said children at reasonable and proper times, providing he pays the sum of $125.00 per month for the care and support of said children.

Done in Open Court at Sandpoint, Idaho, this 25th day of November, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

7880

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6529, IRMA NORGAARD, Plaintiff, vs. ERNEST NORGAARD, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 25th *day of* November, *1949.*

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

X

6521 11:20

7881

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

LAUREEN ROBERTS,)
Plaintiff,)
vs.) D E C R E E
WILLIAM ROBERTS,)
Defendant.)

The above entitled action came on for hearing before the Court sitting without a jury at Sandpoint, Bonner County, State of Idaho, at ten o'clock A.M. on Friday, November 25, 1949, at which time the plaintiff appeared in person and represented by Raymond T. Greene Jr., Esq., one of her attorneys, and the defendant did not appear either in person or by attorney, he being in default, and his default having been entered, the Court proceeded to hear the case. Thereupon testimony and corroborating testimony was submitted for and upon behalf of the plaintiff, and the Court being fully advised in the premises, and Findings of Fact and Conclusions of Law having been waived by virtue of the default of the defendant and through his failure to appear at the trial, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, Laureen Roberts, be and she hereby is granted an absolute decree of divorce of and from the defendant, William Roberts, upon the grounds of extreme cruelty.

Dated and done this 25th day of November, 1949.

E. V. BOUGHTON
District Judge

STATE OF IDAHO }
County of Bonner } ss.
Filed November 25, A.D. 49
at 11:20 o'clock A. M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

STATE OF IDAHO,
County of Bonner } *ss.*

7881

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6521, LAUREEN ROBERTS, Plaintiff, vs. WILLIAM ROBERTS, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 25th *day of* November, *1949.*

Alex T. Russell *Clerk*

By Dorothy Campbell, *Deputy*

6310 12.10

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

HOWARD HUNT,
Plaintiff,
vs.
MARIE HUNT,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 25th day of November, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of his attorneys, O. J. Bandelin; the defendant did not appear, nor was she represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Howard Hunt, and the defendant, Marie Hunt, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

STATE OF IDAHO)
County of Bonner) ss.

Filed November 25, 1949
at 12:10 o'clock P. M.
Alex T. Russell
Clerk of District Court
By Dorothy Campbell
Deputy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That there is no community property and no children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That defendant's former name of Marie Schmitke be and the same is hereby restored to her.

Done in Open Court at Sandpoint, Idaho, this 25th day of November, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

7882

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6310, HOWARD HUNT, Plaintiff, vs. MARIE HUNT, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 25th *day of* November, *19*49.

Alex T. Russell *Clerk*

By Dorothy Campbell *Deputy*

6514 11:30

7883

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BONNER

THORA SNYDER,

Plaintiff,

-vs-

WILLIAM J. SNYDER,

Defendant.

D E C R E E

The above entitled action came on regularly to be heard and tried in Chambers at Sandpoint, Bonner County, State of Idaho, on the 25th day of November, 1949, at 10:30 o'clock A.M. Plaintiff appeared in person and by her attorney, J. Alfred May. The defendant did not appear in person or by attorney and the defendant having been duly served with Summons and Complaint in the cause, and he having failed to appear, demur, or answer, within the time allowed by law, or at all, and he being in default, his default was heretofore entered; that an Affidavit was filed that said defendant was not in military service during the pendency of this action. Whereupon testimony was submitted on behalf of the plaintiff and the Court having jurisdiction of the parties and the subject matter and the Findings of Fact and Conclusions of Law having been waived by reason of Defendant's failure to appear and the Court being fully advised in the premises:

NOW, THEREFORE, By reason of the law and the premises, it is hereby ORDERED ADJUDGED AND DECREED:

That the bonds of matrimony existing between the plaintiff, Thora

STATE OF IDAHO } ss.
County of Bonner }

Filed November 25, 1949

at 11:30 o'clock A.M.

Alex T. Russell

District Court

By Vivian E. Shoemaker

Deputy

Snyder, and the defendant, William J. Snyder, be and the same are hereby wholly and forever dissolved on the grounds that plaintiff and defendant have lived apart for more than five consecutive years without cohabitation, and the parties are released from each other and from all matrimonial obligations, and the plaintiff is granted and given an absolute decree of divorce from the defendant.

Dated this 25th day of November, 1949, at Sandpoint, Idaho.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

7883

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6514, THORA SNYDER, Plaintiff, vs. WILLIAM J. SNYDER, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 25th *day of* November, 1949.

Alex T. Russell *Clerk*

By Dorothy Campbell *Deputy*

6532. 11:50

7884

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

ORA B. FINDLAY,
Plaintiff,
vs.
JAMES W. FINDLAY,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 26th day of November, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin: the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Ora B. Findlay, and the defendant, James W. Findlay, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

STATE OF IDAHO } ss.
County of Bonner }

Filed Nov 26 1949
at 11:50 o'clock A.M.
Alf J. Russell
Clerk of District Court

By .....
Deputy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the property settlement heretofore made and entered into by plaintiff and defendant, a copy of which is hereto attached, marked Exhibit "A" and made a part hereof, be and the same is hereby approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the checks relating to the business and heretofore mentioned in the Complaint, be and the same are hereby awarded to the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff's former name of Ora B. Phillips be and the same is hereby restored to her.

Done in Open Court at Sandpoint, Idaho, this 26th day of November, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

7884

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6532, ORA B. FINDLAY, Plaintiff, vs. JAMES W. FINDLAY, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 28th *day of* November, *19*49.

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

Exhibit "A"

A G R E E M E N T

THIS AGREEMENT, Made and entered into in duplicate on this 19th day of October, 1949, by and between JAMES W. FINDLAY, of Sandpoint, Bonner County, Idaho, party of the first part, and ORA B. FINDLAY, of Sandpoint, Bonner County, Idaho, party of the second part,

WITNESSETH, That whereas the parties hereto are not at the present time living together as husband and wife and may not in the future and whereas the parties own certain property together and desire to deed to each other certain real estate so that the real estate will become the sole and separate property of each of the parties and whereas there are obligations of both parties and a settlement and agreement releasing same is desired,

NOW THIS AGREEMENT WITNESSETH, That the party of the first part has this date made, executed and delivered a Quit-Claim Deed dated October 14, 1949, to the following described real estate in Bonner County, Idaho, to-wit:

Parcel 1: West Half of the Southwest Quarter of the Northwest Quarter ($W\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$) and that part of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}SW\frac{1}{4}$) lying North and West of the Spokane International Railroad Company right of way in Section Twenty-eight (28), Township Fifty-six (56) North of Range Three (3) West of the Boise Meridian, and the North Half of the Northeast Quarter of the Southeast Quarter ($N\frac{1}{2}NE\frac{1}{4}SE\frac{1}{4}$) and all that part of Lot Three (3) lying South of Cocolalla Creek in Section Twenty-nine (29) of said Township and Range.

Parcel 2: The Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}NE\frac{1}{4}$), the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$) and the North Half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$) of Section Twenty-two (22), and the South Half ($S\frac{1}{2}$) of Section Twenty-three (23), all in Township Fifty-six (56) North of Range Three (3) West of the Boise Meridian.

Together with all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

Subject to exceptions and reservations contained in Patents from the United States.

Subject to existing easements for roads, highways, or power and transmission lines.

to Ora B. Findlay, same to be the sole and seaparate property of Ora B. Findlay, and whereas there is an existing indebtedness against said real estate, the party of the second part, Ora B. Findlay hereby assumes and agrees to pay said indebtedness and further agrees to assume said liability and save said first party, James W. Findlay, from any liability whatsoever against said property.

IT IS FURTHER AGREED between the parties hereto that whereas there is certain community indebtedness consisting of open accounts of somewhere between Six Hundred ($600.00) Dollars to Nine Hundred ($900.00) Dollars, or whatever the amount, second party assumes and agrees to pay said community indebtedness and that first party is to be entirely released of making any payment thereon and first party guarantees that she will do so and pay said amounts.

IT IS FURTHER AGREED between the parties, that second party is to receive a Bill of Sale from first party, which was made and executed on October 19, 1949, covering the following described property in Bonner County, Idaho, to-wit:

> All livestock of every kind and nature whatsoever now situated on So. portion of lot 3 lying south of Cocolalla Creek 27 acres: N½NE¼SE¼ of Section 29, Township 56 N, Range 3 WBM: Tax 6, 7, 8, 9 and that portion of land lying south of Cocolalla Creek and lying West of the S. P. Railroad in Section 28, Township 56 N, Range 3 WBM; including a five horsepower Mercury motor: also all the livestock covered by that Chattel Mortgage made September 22, 1949, by James W. Findlay and Ora B. Findlay, to the United States of America in the principal sum of Eight Thousand Three Hundred Eighty and no/100 Dollars ($8,380.00), and which Chattel Mortgage was signed and recorded in the office of the county recorder of Bonner County, Idaho, on September 28, 1949, and including all the personal property, and also that certain Willys station wagon Motor U 91162, Serial 98915, License Number 7B4348 269726 and being a 1949 type station wagon: also all household furniture, machinery and all personal property of every kind or nature whatsoever located on what is known as the Fink place: also all crops harvested of unharvested of every kind or nature whatsoever located on what is known as the Fink place and on the place known as the Otto Swanstrom place, which property is the sole and seaparate property of Ora B. Findlay, subject however, to any existing mortgage, which mortgage Ora B. Findlay assumes and agrees to pay.

That the same is to become the sole and separate property of Ora B. Findlay, including the rents, issues and profits thereof, and that the said Ora B. Findlay accepts and agrees to pay the mortgage against said property and save party of the first part harmless therefrom and released of any and all liability regarding said mortgage.

IT IS FURTHER AGREED between the parties hereto that whereas the parties have borrowed from the F.H.A. approximately Eighteen Thousand Five Hundred ($18,500.00) Dollars, and whereas James W. Findlay has signed said mortgages on said accounts that party of the second part, Ora B. Findlay, hereby assumes and agrees to pay said indebtedness and save the said James W. Findlay harmless thereon and that he is to be relieved of any further liability, and party of the second part, Ora B. Findlay, agrees to pay off said indebtedness according to the terms and conditions of the said mortgages.

IT IS FURTHER AGREED between the said parties that whereas there is still in the hands of Dale Sanner, agent of the federal government for the F.H.A. the sum of approximately Three Thousand Two Hundred Seventy-four and 31/100 ($3274.31) Dollars, that each of said parties will sign a check in said sum on the Idaho First National Bank to Dale Sanner, agent of the United States Government for F.H.A. and that the same is to be used by the said Dale Sanner in paying for the expense of making certain other improvements on what is known as the Fink place and including a barn to be built thereon.

IT IS FURTHER AGREED between the parties hereto that whereas they are not living together at the present time as husband and wife, and in the event either party desires to secure a decree of divorce, the party filing said action hereby agrees to pay all of the expenses in connection therewith and under no circumstances

is either party to be liable to the other for Attorneys fees, suit money or alimony.

IN WITNESS WHEREOF The parties to these presents have hereunto set their hands and seals the day and year first above written.

/s/ James W. Findlay
Party of the First Part

/s/ Ora B. Findlay
Party of the Second Part

STATE OF IDAHO,)
) ss.
County of Bonner,)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that on this 19th day of October, A. D. 1949, personally appeared before me JAMES W. FINDLAY and ORA B. FINDLAY, husband and wife, to me known to be the individuals described in, and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

(SEAL)

/s/ JoAnn LaMoreaux
Notary Public in and for the
State of Idaho
Residing at Sandpoint, Idaho

6535 11:45

7885

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BONNER

HAZEL VESS,

Plaintiff,

-vs-

MONTFORD VESS,

Defendant.

D E C R E E

The above entitled action came on regularly to be heard and tried in Chambers at Sandpoint, Bonner County, State of Idaho, on the 28th day of November, 1949, at 10:30 o'clock A.M. Plaintiff appeared in person and represented by her attorney, J. Alfred May. The defendant did not appear in person or by attorney and the defendant having been served with Summons and Complaint in the cause, on the 7th day of November, 1949, and he having failed to appear, demur, or answer, within the time allowed by law, or at all, and he being in default, his default was heretofore entered; that an affidavit was filed that said defendant was not in military service during the pendency of this action. Whereupon testimony was submitted on behalf of the plaintiff and the Court having jurisdiction of the parties and the subject matter and the Findings of Fact and Conclusions of Law having been waived by reason of Defendant's failure to appear and the Court being fully advised in the premises.

NOW, THEREFORE, BY reason of the law and the premises, it is hereby ORDERED, ADJUDGED AND DECREED:

That the bonds of matrimony existing between the plaintiff, Hazel

STATE OF IDAHO } ss.
County of Bonner }

Filed November 28, 1949
at 11:45 o'clock A.M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

Vess, and the defendant, Montford Vess, be and the same are hereby wholly and forever dissolved on the grounds of extreme cruelty, and the parties are released from each other and from all matrimonial obligations, except the support of said minor children, and the plaintiff is granted and given an absolute decree of divorce from the defendant;

IT IS FURTHER ORDERED,ADJUDGED, AND DECREED That the custody of said minor children, namely, Gale Vess, Terry Vess and Forrest Vess, is hereby awarded to the plaintiff, with visitation privileges to the defendant at reasonable times and places.

IT IS FURTHER ORDERED That the defendant pay to the plaintiff for the support of said minor children the sum of $25.00 Cash or Equivalent Dollars per month, beginning the 1 day of December, and payable on the 1 day of each and every month thereafter until said minor children reaches their majority, or until further order of the court.

Dated this 28th day of November, 1949, at Sandpoint, Idaho.

E. V. Boughton
District Judge

7885

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6535, HAZEL VESS, Plaintiff, vs. MONTFORD VESS, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 28th *day of* November, *1949.*

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

Lillian Marie Haskell,	:	
Plaintiff,	:	
-vs-	:	DECREE OF DIVORCE
William Bunce Haskell,	:	
Defendant.	:	

. . . . . .

This cause coming on regularly for hearing before the Honorable Henry S. Martin, Judge of the above entitled Court, at Chambers, in the City of Idaho Falls, County of Bonneville, State of Idaho, within said Judicial District this day of October, 1949, at the hour of o'clock M., of said day, plaintiff appearing in person and by Gilbert C. St.Clair, one of her attorneys, and the defendant not appearing and no one appearing for him. Audrey Rigoulot appeared to corroborate plaintiff's residence.

The Court having examined the files of this action and finding that service of Complaint and Summons upon the defendant, William Bunce Haskell, has been legally made, and the date having expired for his appearance and the Default of said defendant having heretofore been duly and regularly entered, the Court proceeded to hear the case upon the verified Complaint herein and the testimony of plaintiff and the testimony of a corroborating witness as to residence, on behalf of said plaintiff, and the matter having been submitted to the Court for judgment and the Court having considered all the evidence and being fully advised in the premises and it appearing that all material allegations of plaintiff's Complaint are true and the Court finding the same to be true, the parties having waived the findings of fact and conclusions of law and all and singular the laws and premises being by the Court considered and the Court having jurisdiction of the matters and of the parties hereto.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff and defendant be and the same are hereby dissolved and each of said parties freed from the obligations thereof and each restored to the status of a single person.

Done at Idaho Falls, Idaho, this 7th day of October, 1949.

Henry S.Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

7886

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case No. 7507 entitled Lillian Marie Haskell, Plaintiff vs William Bunce Haskell, Defendant

Recorded in Book 16 Judgments Page 46.,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 3rd. day of November, 1949.

By Hazel Nicholsen
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

DOLORES R. TAYLOR,

Plaintiff,

-vs-

SAMUEL P. TAYLOR,

Defendant.

(COPY)

DECREE OF DIVORCE

This cause came on regularly to be heard before the Honorable Henry S. Martin, Judge of the above-entitled Court, in chambers, at Idaho Falls, Bonneville County, State of Idaho, on the 13th day of October, 1949; the plaintiff appearing in person and W. K. Naylor appearing as counsel for the plaintiff, and the defendant appearing not either in person or by counsel, whereupon the plaintiff was duly and regularly sworn and examined and testified for and in her own behalf and one Phyllis Garner, witness for the plaintiff was duly and regularly sworn and examined and testified for and in behalf of the plaintiff and thereupon the plaintiff rested; and no proof whatsoever having been submitted for or in behalf of the defendant, this cause was thereupon submitted to the Court for its decision upon the evidence submitted for and in behalf of the plaintiff, and the Court being fully advised in the premises, now finds as follows:

That the above-named defendant has been duly and regularly served with a true copy of the Summons issued out of the above-entitled Court in the within cause, together with, and attached to, a true copy of plaintiff's Complaint on file herein; that the said defendant failed to appear or plead to plaintiff's said Complaint within the time allowed by law, or at all, and that the default of the said defendant has been duly and regularly entered herein according to law; that this Court has jurisdiction of the person of the above-named plaintiff and of the person of

the above-named defendant and of the subject matter of this action; that the allegations of plaintiff's said Complaint have been established by sufficient and competent evidence free from legal objections; that the plaintiff is entitled to a Decree of Divorce as prayed for in her said Complaint filed herein; the Court further finds that there have been no children born as the issue of the marriage of plaintiff and defendant; it appears from the evidence, and the Court further finds, that the community personal property of the plaintiff and defendant has been divided and settled between them and that there are no property rights to be adjudicated in or by this action.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore and now existing between the plaintiff, Dolores R. Taylor, and the defendant, Samuel P. Taylor, be, and the same are hereby absolutely dissolved, set aside and held for naught, and that said plaintiff and said defendant be, and they hereby are restored to the status of single persons.

Done and dated at Idaho Falls, Idaho, this 13th day of October, 1949.

Henry S. Martin
District Judge

7887

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case No.7514 entitled Dolores R. Taylor, Plaintiff vs Samuel P. Taylor, Defendant.

Recorded in Book 16 Judgment page 49,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 3rd. day of November, 1949.

By Hazel Nickelsen
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

7887

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case No.7514 entitled Dolores R. Taylor, Plaintiff vs Samuel P. Taylor, Defendant.

Recorded in Book 16 Judgment page 49,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 3rd. day of November, 1949.

By Hazel Nicholson
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

BEULAH MUSGRAVE
PLAINTIFF

VS

HEBER STEPHEN MUSGRAVE
DEFENDANT

DECREE OF DIVORCE

This cause came on regularly for trial, in chambers, at Idaho Falls, Idaho, on the 17th day of October, 1949, L. H. Merrill appearing as counsel for plaintiff, and no one appearing for or on behalf of the defendant; whereupon, plaintiff was duly and regularly sworn and examined and testified for and in her own behalf and thereupon, Teressa Shore was duly and regularly sworn and testified for and in behalf of the above named plaintiff and thereupon, the plaintiff rested, and the defendant having submitted no proof whatever for or in his behalf, this cause was thereupon submitted for and in behalf of the plaintiff, and the Court, being fully advised in the premises, now finds as follows:

That the above named defendant has been duly and regularly served with a true copy of the summons issued out of the above entitled Court in the within cause, attached to which was a true copy of the complaint filed herein; and the defendant has entered no appearance herein and that the default of the said defendant has been duly and regularly entered according to law, and the affidavit of non-military service has been duly entered,

NOW, THEREFORE, ON MOTION OF L. H. MERRILL, The attorney of record for the above named plaintiff,

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED that the marriage heretofore and now existing between the above named plaintiff, Beulah Musgrave, and the above named defendant,

Heber Stephen Musgrave, be, and the same hereby is, forever dissolved, set aside and held for naught, and that the plaintiff and the defendant, and each of them be, and they hereby are, restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff have and hereby is awarded the care, custody and control of the two minor children, namely, Stephen Lewis Musgrave, age seven and Charles Bruce Musgrave, age five, with the right of the defendant, Heber Stephen Musgrave, to have the care and custody of said minor children three months out of each year, during vacation period, so as not to interfere with their schooling and education.

IT IS FURTHER ORDERED,ADJUDGED AND DECREED,that the defendant, Heber Stephen Musgrave, pay to the plaintiff, Beulah Musgrave, for the support and maintenance of the two said minor children, the sum of $60.00 per month, beginning November 1st, 1949, with the exception that when said defendant has the care, custody and control of said minor children during vacation period, he may be relieved from paying to the plaintiff the said $60.00 per month during the period that the children are under defendant's supervision and control.

Made, dated and entered this 17th day of October, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

7888

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Divorce in Case No. 7515 entitled Beulah Musgrave,
Plaintiff vs Heber Stephen Musgrave, Defendant.

Recorded in Book 16 Judgment page 55,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 3rd. day of November, 1949.

By Hazel Nicholson
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

LEONA KEISER,

Plaintiff,

vs

JUDGMENT

GEORGE E. KEISER,

Defendant.

The above entitled cause came on for final hearing before the undersigned Judge of said District Court, at Idaho Falls, Bonneville County, Idaho, this 17th day of October, 1949, the plaintiff appearing in person and by Albaugh, Bloem & Hillman, her attorneys, and no appearance being made by or for the defendant, it appearing that the Summons in said cause has been duly served upon the defendant by publication in the manner provided by law, that the time for answering the Complaint herein has expired, and that no answer, demurrer or other appearance has been made or filed herein by the defendant and that the default of the defendant has been duly entered by the Clerk of this Court, and that an affidavit of the non-military or naval service has been filed herein, the Court finds that said defendant is not in the military or naval service of the United States and that said cause may proceed by default so far as the provisions of the Act of Congress known as the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, is concerned.

Evidence was thereupon adduced by the plaintiff in support of the allegations of her complaint, and upon due consideration thereof, and of the files and records of this action, the Court finds that the allegations of the complaint are fully sustained by the evidence, and that plaintiff is entitled to the relief demanded in said complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony heretofore existing between the plaintiff, Leona Keiser, and the defendant, George E. Keiser, be, and the same hereby are in all things dissolved, and each of the parties is hereby restored to the status of a single person.

2. That the plaintiff, Leona Keiser, be, and she hereby is, awarded the sole care, custody and control of the minor child of the parties, Richard Keiser.

Dated October 17th, 1949.

HENRY S. MARTIN

STATE OF IDAHO, } ss.
County of Bonneville, }

7889

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Judgment in Case No. 7463 entitled Leona Keiser, Plaintiff, vs George E. Keiser, Defendant.

Recorded in Book 16 Judgment page 52,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 3rd. day of November, 1949.

By Hazel Nickelsen
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

OREL W. DRAKE,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
OSCAR B. DRAKE,)
Defendant.)

- - - - - - - - - - - - - - - -

This cause came on regularly for trial, in chambers, at Idaho Falls, Idaho, on this 28th. day of October, 1949, John Ferebauer, attorney at law, appearing as counsel for plaintiff and no one appearing for or on behalf of the defendant; whereupon plaintiff was duly and regularly sworn and examined and testified for and in her own behalf and thereupon Mary Galia was duly and regularly sworn and testified for and in behalf of the above named plaintiff and thereupon the plaintiff rested, and the defendant having submitted no proof whatever for or in his behalf, this cause was thereupon submitted for and in behalf of the plaintiff, and the Court being fully advised in the premises, now finds as follows:

That the above named defendant has been duly and regularly served with a true copy of the summons issued out of the above entitled court in the within cause, attached to which was a true copy of the complaint filed herein; that the defendant has entered no appearance herein and that the affidavit for default and default of said defendant has been duly and regularly entered according to law, and that plaintiff is entitled to a divorce from defendant on the grounds of extreme cruelty,

NOW, THEREFORE, on motion of John Ferebauer, the attorney of record for the above named plaintiff,

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Orel M. Drake, and the above named defendant, Oscar B. Drake, be, and the same hereby is, forever dissolved, set aside and held for naught, and that the plaintiff and defendant, and each

of them, be, and they hereby are, restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody, control and education of the minor child of plaintiff and defendant, namely, Shirley Drake, be, and same is hereby awarded to the plaintiff, Orel W. Drake.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant, Oscar W. Drake, shall pay to the plaintiff the sum of $15.00 per month, for the support of the said minor child, said monthly sum to be paid each and every month until said minor child attains majority.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff, Orel W. Drake, have, and she is hereby awarded as her sole and separate property, for her sole and separate use, all of the following described property, to-wit:

That certain real property referred to in the complaint herein as certain real property consisting of two lots and a home located in Roberts, Idaho, of the approximate value of $3000.00, and more particularly described as follows:

Lots Seventeen (17) and Eighteen (18), in Block Seven (7) of the Town of Roberts, Jefferson County, State of Idaho.

Personal Property:

All household goods and effects located in the residence at Roberts, Idaho.

Made, dated and entered at Idaho Falls, Idaho, this 28th. day of October, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

7890

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case # 7522 entitled Orel W. Drake, Plaintiff vs. Oscar B. Drake, Defendant,

recorded in Book 16 of Judgments, page 71,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 3rd day of November, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

DONNA JUNE WILLIAMS, Plaintiff

vs.

RICHARD A. WILLIAMS, Defendant

DECREE

The above entitled cause came on for hearing this 28th day of October, 1949. The plaintiff, Donna June Williams appeared in person with her witness, Bertha Stearn and her attorney A. A. Merrill; the defendant did not appear either in person or by counsel; it appearing to the court that the defendant signed and filed a waiver in said case declining to appear and plead to said complaint; that the default of the said defendant was duly filed, and the court being fully advised in the premises, now therefore:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED;

That the bonds of matrimony heretofore existing by and between the plaintiff and the defendant be dissolved absolutely and that each party is hereby freed from the other and placed in the status of single persons.

It is further ordered that no costs are awarded, alimony or attorneys fees.

Dated this 28th day of October, 1949.

Henry S. Martin
District Judge

7891

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree in Case # 7520 entitled Donna June Williams, Plaintiff vs. Richard A. Williams, Defendant,

recorded in Book 16 of Judgments, page 69,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 3rd day of November, 19 49.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

ALBERTA DeWITT,

Plaintiff,

vs JUDGMENT

FLOYD P. DeWITT,

Defendant.

The above entitled cause came on for final hearing before the undersigned Judge of said District Court, at Idaho Falls, Bonneville County, Idaho, this 4th day of November, 1949, Albaugh, Bloem & Hillman appearing as attorneys for the plaintiff, and no appearance being made by or for the defendant, it appearing that the Summons in said cause was duly and personally served upon the defendant on the 14th day of October, 1949, that no answer, demurrer, or other appearance has been made or filed by the defendant herein and that the time for answering provided by law has expired, and that the default of the defendant has been regularly entered by the Clerk of this Court, and it further appearing that an affidavit of the non-military or naval service of the defendant has been duly filed herein, evidence was thereupon adduced in support of the allegations of plaintiff's complaint, and after due consideration of the same, and the files and records of this action,

IT IS ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same hereby are, in all things dissolved, and each of the parties is hereby restored to the status of a single person.

2. That the sole care, custody and control of the minor children of the parties, Floyd P. DeWitt, Jr., and Steven Jay DeWitt,

are hereby awarded to the plaintiff.

3. That the defendant shall be required to pay the sum of Thirty Dollars ($30.00) per month, as and for the support, education and maintenance of the minor child, Floyd P. DeWitt, Jr., commencing on the 10th day of November, 1949, and continuing on the 10th day of each month thereafter until said child reaches the age of majority, or until the further order of the Court in the premises, and that said defendant be required to pay the sum of Thirty Dollars ($30.00) per month, as and for the support, education and maintenance of the minor child, Steven Jay DeWitt, commencing on the 10th day of November, 1949, and continuing on the 10th day of each month thereafter until said child reaches the age of majority, or until the further order of the Court in the premises.

4. That the defendant shall pay to the plaintiff, as and for permanent alimony, the sum of Fifteen Dollars ($15.00) per month, commencing on the 10th day of November, 1949, and continuing until the further order of the Court in the premises.

5. That the defendant pay to the plaintiff, as and for her suit costs and attorneys' fees herein, the sum of One Hundred Twenty Dollars ($120.00), payable forthwith.

6. That the plaintiff shall have as her sole and separate property, one Singer sewing machine, and any other household goods owned by the parties.

7. That the defendant shall have as his sole and separate property one 1936 Ford Sedan, subject to encumbrances of record.

Dated November 4, 1949.

HENRY S. MARTIN
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

7892

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Judgment in Case No. 7542, entitled

Alberta DeWitt,
Plaintiff,

vs

Floyd P. DeWitt
Defendant

Bk. 16 Judgments page 80

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th. day of December, 1949.

By Hazel Nickelsen
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

NADINE WILCOX,

Plaintiff,

vs

JUDGMENT

DON WILCOX,

Defendant.

The above-entitled cause came before the undersigned Judge of said District Court, for final hearing, at Idaho Falls, Bonneville County, Idaho, this 4th day of November, 1949, the plaintiff appearing in person and by her attorneys, Albaugh, Bloem and Hillman, and no appearance being made by or for the defendant, it appearing that said defendant has appeared in said cause by stipulation on file herein, under and pursuant to which stipulation the defendant, among other things, admits that he has been served with a true copy of the Summons in this cause, attached to which was a true copy of the complaint filed herein, entered his general appearance in this action and submits himself to the jurisdiction of the Court, refused to demur, answer, or plead further, consents that default be entered against him and to an immediate hearing of said cause without further notice, and waived by said stipulation the making of findings of fact, and conclusions of law, it further appearing that the time for answering said complaint has expired and that the default of the defendant has been duly entered by the Clerk of this Court.

Evidence was thereupon adduced by the plaintiff in support of the allegations of her complaint in said cause, and after duly considering the same and the files and records of this action, the Court finds that the allegations of said complaint are sustained by the evidence, and that plaintiff is entitled to the

relief demanded in said complaint, subject to the terms and conditions of said stipulation, which stipulation the Court finds to be just and equitable under the circumstances of the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and the same hereby are, in all things dissolved, and each of the parties is hereby restored to the status of a single person.

2. That the plaintiff have as her sole and separate property, and for her sole and separate use and benefit, all the household good and furniture of the parties, and the defendant, Don Wilcox is required to assume and pay, as the same becomes due, the existing mortgage on said property held by the Pacific Finance Company, and the balance owing on the purchase price thereof.

3. That the sole care, custody and control of the minor child, Rita Jo Wilcox, is hereby awarded to the plaintiff, provided, however, that the defendant shall have the right to visit said child at all reasonable times and places.

4. That the defendant shall pay to the plaintiff, as and for the support, maintenance and education of said child, the sum of Thirty Dollars ($30.00) per month, commencing with the 15th day of November, 1949, and payable on the 15th day of each and every month thereafter until said child shall have reached the age of majority, or until the further order of this Court.

Dated November 4, 1949.

HENRY S. MARTIN
District Judge.

STATE OF IDAHO, }
County of Bonneville, } ss.

7893

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Judgment in Case No. 7536, entitled

Nadine Wilcox, Plaintiff
vs
Don Wilcox, Defendant

Bk. 16 Judgments page 77

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th. day of December, 1949.

By Hazel Nicholson
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY.

Florence C. Bowen, :

Plaintiff, :

-vs- : DECREE

Donal C. Bowen, :

Defendant. :

. . . . . .

This cause coming on regularly for hearing before the Hon. C. J. Taylor, Judge of the above entitled Court, at Chambers, in the said Judicial District, this day of November, 1949, at the hour of A. M., of said day, plaintiff appearing in person and by Gilbert C. St.Clair, one of her attorneys, and the defendant not appearing and no one appearing for him.

The Court having examined the files of this action and finding that service of Complaint and Summons upon the defendant, Donal C. Bowen, has beem legally made, and the default of said defendant having been heretofore duly and regularly entered, the Court proceeded to hear the case upon the verified Complaint herein and the testimony of the plaintiff and the testimony of William Baker as to plaintiff's residence, and the matter having been submitted to the Court for judgment, and the defendant having submitted himself to the jurisdiction of the Court herein, and the Court having considered all the evidence and being fully advised in the premises, and it appearing that all material allegations of the plaintiff's Complaint are true, and the Court finding the same to be true, the parties having waived findings of fact and conclusions of law, and all and singular the laws and premises being by the Court considered, and the Court having jurisdiction of the matter and the parties hereto.

IT IS ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between the plaintiff and the defendant herein be, and the same are hereby, dissolved and each of said parties freed from the obligations thereof and each restored to the status of a single person. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that plaintiff be, and she is hereby awarded the absolute custody of the minor child, the issue of the marriage between the said plaintiff and the said defendant, to-wit: Robert Wayne Bowen, aged eight months.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED:

1. That the defendant pay to the plaintiff Thirty and No/100 ($30.00) Dollars per month for the support and maintenance of the aforesaid minor child, commencing on or before the 1st day of December, 1949 and continuing each and every month thereafter until further Order of this Court.

2. That the defendant pay the costs incurred in this action, and attorneys fees therein in the amount of One Hundred and No/100 ($100.00) Dollars, that being adjudged a reasonable attorney's fee.

Done at Idaho Falls, Idaho, this 4th day of November, 1949.

Henry L. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

7894

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case No. 7533, entitled,

Florence C. Bowen, Plaintiff

vs

Donal C. Bowen, Defendant

Bk. 16 Judg. page 83

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th. day of December, 1949.

By Hazel Dickerson
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

WALTER A. SPEAR,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
JOYCE MARIE SPEAR,)
Defendant.)

- - - - - - - - - - - - - - - - -

THIS CAUSE came regularly on to be heard this 7th day of November, 1949, E. A. Owen, attorney at law, appearing for and on behalf of said plaintiff, and defendant not appearing, either in person or by attorney, and the Court having heard all of the evidence herein and duly considered the same, and it appearing therefrom, to the satisfaction of the Court, that said defendant, Joyce Marie Spear, was duly served with a copy of the summons attached to a copy of the complaint herein, and that the defendant has failed to appear or answer herein, and the default of said defendant has been duly and regularly entered herein according to law, and it further appearing to the Court, upon the proofs taken herein, that all of the material allegations of the complaint are sustained by the testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in his complaint, and that the Court has jurisdiction of the parties to, and the subject matter of, this action, and the Court being fully advised in the premises:

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and the Court, by virtue of the power and authority therein vested, and in pursuance of the statute in such case made and provided, does order, adjudge and decree, that the marriage between the plaintiff,

Walter A. Spear, and the defendant, Joyce Marie Spear, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is, freed and absolutely released from the bonds of matrimony and all of the obligations thereof.

Made, dated and entered at Idaho Falls, Idaho, this 4th day of November, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, } ss.
County of Bonneville, }

7895

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in case No. 7480, entitled,

Walter A. Spear, Plaintiff
vs
Joyce Marie Spear, Defendant

Bk. 16 Judgment, page 74

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th. day of December, 19 49.

By Hazel Nicholson
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

X

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

URIEL F. AMES, Plaintiff,
-vs-
VEDA J. AMES, Defendant.

DECREE

This cause came on for hearing this 10th day of November, 1949, in Chambers at Idaho Falls, Idaho, before his Honor, Henry S. Martin sitting without a jury.

The plaintiff appeared with his witness, I G Quinton; the defendant did not appear, either by counsel or in person. It appearing that the defendant was duly served with Summons and Complaint, the time allowed by law to plead to said Complaint having expired, the default of the defendant having been filed and the Affidavit of Non-Military Service having been filed and the Court being fully advised in the premises, now, therefore;

IT IS ORDERED AND DECREED that the bonds of matrimony heretofore existing by and between the plaintiff and the defendant be, and the same are hereby dissolved and each party is freed from the other and placed in the status of single persons.

IT IS FURTHER ORDERED that the defendant is hereby awarded the care, custody and control of Lonnie L. Ames, and Lynn Roger Ames minor children of plaintiff and defendant; provided the plaintiff may see and visit said children at any and all reasonable times and places.

IT IS FURTHER ORDERED that the plaintiff shall pay to the defendant the sum of $ 40 00 per month, as and for the support of the minor children of plaintiff and defendant, said payments to be made on the first of each month hereafter, until said children shall have reached the age of majority.

IT IS FURTHER ORDERED that the plaintiff shall be awarded, as his sole and separate property, the following household fixtures and furnishings, to-wit: One Washing machine, one stove, one davenette, a few small rugs, one radio, a few chairs, dishes, cooking utensils, etc., and the small house, located at 1250 Canyon Avenue, and described as follows, to-wit:

Lots 37, and 38 in block 35 of Highland park Addition to the City of Idaho Falls, Idaho,

DATED this 10th day of November, 1949.

HENRY S. MARTIN

DISTRICT JUDGE

STATE OF IDAHO, } ss.
County of Bonneville, }

7896

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case No. 7548, entitled

Uriel F. Ames, Plaintiff

vs

Veda J. Ames, Defendant

Book 16 Judgments page 85,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th. day of December, 19 49.

By Hazel M. Jackson
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

BLAINE HAMMON,	)	
Plaintiff,	)	
-vs-	)	DECREE
RUBY HAMMON,	)	
Defendant.	)	

This cause came on for hearing this 10th day of November, 1949, in Chambers at Idaho Falls, Idaho, before his Honor, Henry S. Martin sitting without a jury.

The plaintiff appeared with his witness, R E Willey; the defendant did not appear, either by counsel or in person. It appearing that the defendant was duly served with Summons and Complaint, the time allowed by law to plead to said Complaint having expired, the default of the defendant having been filed and the affidavit of Non-Military Service having been filed and the Court being fully advised in the premises, now, therefore;

IT IS ORDERED AND DECREED that the bonds of matrimony heretofore existing by and between the plaintiff and the defendant be, and the same are hereby dissolved and each party is freed from the other and placed in the status of single persons.

IT IS FURTHER ORDERED that the Court does hereby approve of the Stipulation heretofore entered into between the parties and filed herewith, touching the custody of the minor children of the parties hereto and that the defendant is hereby awarded the care, custody and control of Ruby M. Hammon, Ernest B. Hammon, Dorelene Hammon and William Hammon; provided the plaintiff may see and visit said children at any and all reasonable times and places.

IT IS FURTHER ORDERED that the plaintiff shall pay to the defendant the sum of $25.00 per month for each child, making a total of $100.00 per month as and for the support of said children, said payments to be made as follows: $50.00 forthwith and $50.00 on the 15th and first of each month hereafter.

IT IS FURTHER ORDERED that the defendant is hereby awarded all the personal property mentioned in the Complaint except the 1936 Chevrolet Automobile which is decreed to the plaintiff.

The Court retains jurisdiction of the children above mentioned.

DATED this 10th day of November, 1949.

/s/ Henry C. Martin
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

7897

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case No. 7545, entitled,

Blaine Hammon, Plaintiff,

vs

Ruby Hammon, Defendant

Book 16 Judgment page 88,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th day of December, 19 49.

By Hazel Mackman
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

MAMIE FLETCHER,

Plaintiff,

vs.

ANZY FLETCHER,

Defendant.

DECREE

This cause came on regularly for trial at Chambers, at Idaho Falls, Bonneville County, Idaho, on the 10th day of November, 1949; Holden & Holden appearing for and in behalf, and as the attorneys of record for the above named plaintiff, and no one appearing for or in behalf of the above named defendant, whereupon the plaintiff was duly and regularly sworn and examined, and testified for and in her own behalf, and thereupon Shirley Wheeler was duly sworn and examined and testified for and in behalf of the above named plaintiff, and thereupon the above named plaintiff rested and the above named defendant having submitted no proof for or in his own behalf, this cause was thereupon submitted to the Court for its decision upon the testimony and documentary evidence submitted for and in behalf of the above named plaintiff, and the Court being fully advised in the premises, now finds as follows:

I

That the above named defendant has been duly and regularly served with a true copy of the Summons issued out of said Court in said cause, attached to which was a true copy of the Complaint filed herein; that the defendant failed to appear or answer, or otherwise plead to said plaintiff's Complaint on file herein, either in person or by counsel within the time required by law, or at all; that the time for answering having expired, the default of the defendant has been duly and regularly entered according to law; that the said defendant is not in the military service of the United

States, nor in any branch of service thereof; that this Court has jurisdiction of the subject matter of this action, and of the person of the above named plantiff and of the person of the above named defendant, and of the person of the minor daughter of plaintiff and defendant; namely, Dorothy Fletcher, age eleven years; that there are no property rights to be adjudicated in this action; that all the allegations of plaintiff's Complaint on file herein are true; that the plaintiff is entitled to a Decree of Divorce, as prayed for in her Complaint filed herein.

NOW, THEREFORE, on motion of Holden & Holden, the attorneys of record of the above named plaintiff:

I

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage heretofore and now existing between the above named plaintiff, Mamie Fletcher, and the above named defendant, Anzy Fletcher, be, and the same is hereby forever dissolved, set aside and held for naught, and the plaintiff and defendant, and each of them, be, and they are hereby forever absolutely released from all the obligations thereof.

II

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff, Mamie Fletcher, be, and she is hereby awarded the care, custody and control of the minor daughter of plaintiff and defendant, Dorothy Fletcher, age eleven years.

Dated and entered at Idaho Falls, Idaho, this 10th day of November, A.D. 1949.

Henry S. Martin
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

7898

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case No. 7531, entitled,

Mamie Fletcher, Plaintiff

vs

Anzy Fletcher, Defendant

Bk. 16 Judgments page 101
as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th. day of December, 1949.

By Hazel Dickinson
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

LEONA HAYS, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
WILLIAM ALBERT HAYS, Defendant.	)	

The above-entitled cause came on for hearing this 10th day of November, 1940, the plaintiff appearing with counsel, John M. Sharp, and her witness. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has failed to plead thereto; that the default of the defendant has been duly entered; and the Affidavit of Non-Military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of Wilful Desertion and it further appearing that plaintiff and defendant have entered into a written agreement regarding the settlement of the property rights of every nature existing between them and also regarding the care, custody and control of the minor children of plaintiff and defendant.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Leona Hays, and the above-named defendant, William Albert Hays, be, and the same hereby is, forever dissolved, set aside and held for naught.

II.

That the care, custody and control of Robert Stanley, Richard Lamar and Patsy Irene Hays, the minor children of plaintiff and defendant, shall be awarded to the plaintiff, subject to the right of the defendant to visit said children at all reasonable times and places; subject further to the right of defendant to have the custody and control of Richard Lamar for a period of not to exceed thirty (30) days during the usual summer school vacation period, and the right to the custody and control of Patsy Irene for a period not to exceed two (2) calendar weeks during the usual summer school vacation period, provided, however, that said minor children shall not be compelled to remain with the defendant longer than they desire to remain with him, notwithstanding the provisions hereinbefore set out.

III.

That the defendant shall be required to pay to the plaintiff, for the support, maintenance and education of Richard Lamar and Patsy Irene, the sum of $25.00 each per month, until each child reaches the age of eighteen (18) years. The first payment to be made on or before the 10th day of December, 1949, and a like payment on the 10th day of each and every month thereafter.

IV.

That the defendant shall pay to the plaintiff the sum of $95.00, in full settlement of all claims by plaintiff against defendant for attorneys fees and court costs arising out of this action

DATED AT IDAHO FALLS, IDAHO this 10th day of November, 1949

/s/ Henry S. Martin
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

7899

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case No. 7459, entitled,

Leona Hays, Plaintiff,
vs
William Albert Hays, Defendant

Bk. 16 Judgment page 91,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th. day of December, 1949.

By Hazel Nickelsen
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

BETTY MAE HOPFINGER, Plaintiff,	
Vs.	DECREE
FRANCIS KENNETH HOPFINGER, Defendant.	

This cause came on regularly for trial at Chambers, at Idaho Falls, Bonneville County, State of Idaho, on the 17 day of November, 1949, Holden & Holden appearing for and in behalf and as the attorneys of the above named plaintiff, and no one appearing for or in behalf of the above named defendant, whereupon plaintiff was duly and regularly sworn and examined, and testified for and in her own behalf, and thereupon W. C. Burns was duly and regularly sworn and examined, and testified for and in behalf of the above named plaintiff, and thereupon the above named plaintiff rested, and the above named defendant having submitted no proof whatever, for or in his own behalf, this cause was thereupon submitted to the Court for its decision upon the testimony and documentary evidence submitted for and in behalf of the above named plaintiff, and the Court being fully advised in the premises, now finds as follows:

I

That the above named defendant has been duly and regularly served with a true copy of the Summons issued out of said Court, in said cause, attached to which was a true copy of the Complaint filed herein; that defendant has filed herein an appearance, submitting himself to the jurisdiction of this Court, and has refused to plead further in said cause, and has consented to an immediate hearing of this case without further notice to him, either in term time or vacation, in open Court or in Chambers, and has waived the making of Findings of Fact and Conclusions of Law herein, and has consented

that default be entered against him, and the default of said defendant having been duly and regularly entered herein, and the parties hereto having entered into a Stipulation with respect to the custody of the minor children of the plaintiff and defendant, Gregory Cedric Hopfinger and Jeffrey Oren Hopfinger, and the payment of a certain sum each month by the defendant to the plaintiff for the support and maintenance of said minor children, and it appearing to the Court that said Stipulation is in all respects fair, just and equitable, and the Judge having heard the evidence, and the matter having been submitted, and it appearing that all the allegations contained in plaintiff's Complaint are true, and that the plaintiff is entitled to the custody of said minor children, and to a divorce as prayed for in plaintiff's Complaint, and it further appearing that the defendant is not in the military service of the United States, nor in any branch of service thereof; that there are no property rights to be adjudicated herein, and the Court being fully advised in the premises;

NOW, THEREFORE, on motion of Holden & Holden, the attorneys of record of the above named plaintiff:

I

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Betty Mae Hopfinger, and the above named defendant, Francis Kenneth Hopfinger, be, and the same is hereby forever dissolved, set aside and held for naught, and that the above named plaintiff and the above named defendant, and each of them, be, and they are hereby forever absolutely released from all the obligations thereof.

II

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the above named plaintiff, Betty Mae Hopfinger, be, and she is hereby awarded the care, custody and control of the two minor sons of plaintiff and defendant; namely, Gregory Cedric

Hopfinger, a son, age four years, and Jeffrey Oren Hopfinger, a son, age three years; and the defendant shall have the right to see and visit said minor sons of plaintiff and defendant at reasonable times and places, provided, the said defendant pays the monthly support for said minor children as herein provided.

III

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the said defendant, Francis Kenneth Hopfinger, pay to the plaintiff, Patty Mae Hopfinger, the sum of $100.00 on the 20th day of November, 1949, and the sum of $100.00 on the 20th day of each and every month thereafter for the support of said two minor sons of plaintiff and defendant, Gregory Cedric Hopfinger, age four years, and Jeffrey Oren Hopfinger, age three years, until the further order of this Court, or until said minor sons shall have attained the age of majority.

IV

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that there are no property rights, community or otherwise, to be adjudicated in this action.

Dated this 17 day of November, A.D. 1949.

STATE OF IDAHO, }
County of Bonneville, } ss.

Henry S. Martin
District Judge

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case No. 7572, entitled

Betty Mae Hopfinger, Plaintiff

vs

Francis Kenneth Hopfinger, Defendant

Bk. 16 Judgments page 106

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th. day of December, 1949.

By Hazel Nicholsen
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

BONNIE HANSEN, Plaintiff, -vs- LELAND HANSEN, Defendant.	)	FINDINGS OF FACT CONCLUSIONS OF LAW AND JUDGMENT

The above-entitled matter came on for hearing this 10th day of November, 1949, upon an Order to Show Cause why defendant should not be held in contempt for failure to make monthly payments for the support of the minor child of plaintiff and defendant, as required by the Decree of Divorce entered June 20, 1949; John M. Sharp appeared in behalf of plaintiff; defendant appeared in person and without counsel; upon an admission by defendant that he had been making sufficient money to support his child and that he has not done so, the court found as follows:

FINDINGS OF FACT

That the defendant is seven (7) months in arrears in his monthly payments for the support of his minor child, being a total of $210.00; that the defendant has failed to pay $68.00 due to plaintiff as and for her attorney fees and costs in obtaining said divorce.

That Bonnie Hansen is without funds with which to pay her attorney to represent her in this action, and that it was necessary that she be represented by counsel in this action.

CONCLUSIONS OF LAW

From the foregoing facts the court concludes that the defendant is in contempt of court for his failure to pay to plaintiff $30.00 per month for the past seven (7) months for support of the minor child of plaintiff and defendant, and for his failure to pay to plaintiff the sum of $68.00 as and for her attorney fees and costs.

NOW, THEREFORE, on motion of John M. Sharp, attorney for plaintiff, IT IS HEREBY CONSIDERED, ADJUDGED, ORDERED AND DECREED, that the defendant pay to the plaintiff the sum of $210.00 as and for support of the minor child of plaintiff and defendant as monthly payments past due, together with the sum of $68.00 as and for costs of suit and attorney fees in obtaining said Divorce; that said delinquent payments be paid to plaintiff in sums of not less than $15.00 per month, in addition to current payments until the full $278.00 has been paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover of and from the defendant the sum of $25.00 as and for her attorney's fees for services rendered herein.

DATED this 10th day of November, 1949.

/s/ Henry S Martin
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Findings of Fact Conclusions of Law and Judgment, in Case No. 6882, entitled,

Bonnie Hansen, Plaintiff

vs

Leland Hansen, Defendant

Bk. 16 Judgments page 103

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th. day of December, 1949.

By Hazel Nicholson
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

VIRGINIA CONWAY,

Plaintiff,

vs

JUDGMENT

EARL G. CONWAY,

Defendant.

The above-entitled cause came on for final hearing before the undersigned Judge of said District Court, at Chambers of the Court, at Idaho Falls, Bonneville County, Idaho, this 18th day of November, 1949, the plaintiff appearing in person and by Albaugh, Bloem & Hillman, her attorneys, and no appearance being made by or for the defendant, it appearing that the defendant and the plaintiff have heretofore entered into a stipulation, under and pursuant to which, the defendant, among other things, admits that he has been personally served with the Summons in this action, attached to which was a true copy of the Complaint herein, enters his general appearance in this action and submits himself to the jurisdiction of the Court, refuses to answer, demur, or plead further in said cause and waives additional time within which to plead, consents that a default may be entered against him and said cause be heard at any time without further notice, either in term or vacation, in open court or in chambers, and that judgment may be entered without notice, subject to the further terms of said stipulation, the defendant waiving findings of fact and conclusions of law herein, and it further appearing that the time for answering said complaint has expired and that the default of the defendant has been duly entered herein, evidence was thereupon adduced by the plaintiff in

support of the allegations of her complaint.

After duly considering such evidence and the files and records of this action, including said stipulation, the terms and conditions of which stipulation the Court hereby approves as being just and equitable under the circumstances of the parties, the Court finds that the allegations of said complaint are fully sustained by the evidence, and that plaintiff is entitled to the relief demanded in said complaint.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and the same hereby are, in all things dissolved, and each of the parties is hereby restored to the status of a single person.

2. That the plaintiff have, as her sole and separate property and for her sole and separate use and benefit, all the household furniture and home furnishings of the parties, but that plaintiff shall have no other or further claim against the defendant, either as support, alimony, property rights, or otherwise.

3. That the plaintiff is hereby awarded and restored to her her maiden name of Virginia Stahl.

Dated November 18, 1949.

HENRY S. MARTIN
District Judge.

STATE OF IDAHO, } ss.
County of Bonneville, }

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Judgment in Case No. 7559, entitled

Virginia Conway, Plaintiff,

vs

Earl G. Conway, Defendant

Bk. 16 Judgments page 110

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th. day of December, 1949.

By Kazie D. Nickerson
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

VERDA LEINWEBER,	)	
Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
ALBERT LEINWEBER,	)	
Defendant.	)	

The above-entitled cause came on for hearing this 18th day of November, 1949, the plaintiff appearing with counsel, John M. Sharp and her witness, Betty Lindstrom. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has failed to plead thereto; that the default of the defendant has been duly entered and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of extreme cruelty;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Verda Leinweber, and the above-named defendant, Albert Leinweber, be, and the same hereby is, forever dissolved, set aside and held for naught.

II.

That the household furniture and effects of plaintiff and defendant are hereby awarded to plaintiff as her sole and separate property

III.

That the 1939 Pontiac Sedan now owned by plaintiff and defendant, is hereby awarded to the defendant as his sole and separate property.

IV.

That the care, custody and control of Carlene, Linda and Don, the minor children of plaintiff and defendant, is hereby awarded to the plaintiff, subject to the right of the defendant to visit said children at all reasonable times and places.

V.

That the defendant is hereby required to pay to the plaintiff the sum of $ 75.00 per month for the support, maintenance and education of the minor children of plaintiff and defendant. this is $25.00 each until they respectively reach the age of majority.

VI.

That the defendant shall pay to the plaintiff the sum of $75.00 as and for attorney's fees and $16.40 as and for court costs arising out of this action.

DATED this 18th day of November, 1949.

/s/ Henry S. Martin
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce, in Case No. 7553, entitled,

Verda Leinweber, Plaintiff

vs

Albert Leinweber, Defendant

Bk. 16 Judgments page 118

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th. day of December, 1949.

By Hazel Hopkins
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

JUNE JENSEN,

Plaintiff,

vs JUDGMENT

DEWAYNE JENSEN,

Defendant.

The above entitled cause came on for trial before the undersigned Judge of said District Court, at chambers, at Idaho Falls, Bonneville County, Idaho, on this 18th day of November, 1949, Albaugh, Bloem & Hillman appearing for the plaintiff, and no appearance being made by or for the defendant, it appearing from the files and records of this action that the summons in said cause has been duly served upon the defendant, together with a true copy of the complaint, that the time for answering said complaint provided by law has expired, and that no answer, demurrer, or other appearance has been made by or for the defendant, and that the default of the defendant has been duly entered by the Clerk of this Court, and it further appearing that an affidavit of the non-military or naval service of the defendant has been duly filed herein, from which the Court finds that said defendant is not in such military or naval service, and that said cause may proceed as by default, so far as the provisions of the Act of Congress known as the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, are concerned.

Evidence was thereupon adduced by the plaintiff in support of the allegations of her complaint, and after duly considering such evidence and the files and records of said action, the Court finds that the allegations of the complaint are fully sustained

by the evidence, and that plaintiff is entitled to relief as prayed for in her said complaint.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, AS FOLLOWS:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and the same hereby are in all things dissolved, and each of the parties is hereby restored to the status of a single person.

2. That the plaintiff have, and she is hereby awarded, the sole care, custody and control of the minor children of the parties, Sheryl Jensen, Larry Jensen, and Debora Jensen, subject to the right of the defendant to see and visit said children at reasonable times and intervals, so long as the defendant shall not be in default in the payments hereinafter provided to be made by him for the support of said children.

3. That the defendant pay to the plaintiff, as and for the support of the minor child, Sheryl Jensen, the sum of Fifteen Dollars per month, the first payment to be made within ten days from the entry of this decree, and continuing until said child reaches the age of eighteen years or until the further order of the Court in the premises; that the defendant pay to the plaintiff, as and for the support of the minor child, Larry Jensen, the further sum of Fifteen Dollars per month, the first payment to be made within ten days from the entry of this decree, and continuing until said child reaches the age of eighteen years, or until the further order of the Court in the premises; that the defendant pay to the plaintiff, as and for the support of the minor child, Debora Jensen, the sum of Fifteen Dollars per month, the first payment to be made within ten days from the entry of this decree, and continuing until said child reaches the age of eighteen years, or until the further order of the Court in the premises.

4. That the plaintiff have, and she is hereby awarded, as and for her sole and separate property and for her separate use

and benefit, all of the household furniture and house furnishings of the parties, and that the defendant may have and retain as his sole and separate property any and all other property of the parties.

Dated November 18, 1949.

HENRY S. MARTIN
District Judge.

STATE OF IDAHO, } ss.
County of Bonneville, }

7904

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Judgment in Case No. 7422, entitled,

June Jensen, Plaintiff

vs

Dewayne Jensen, Defendant

Bk. 16 Judgments page 113

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th. day of December, 1949.

By Hazel Nuckolls
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

EFFIE P. BROWN,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
JOSEPH G. BROWN,)
Defendant.)

- - - - - - - - - - - - - - - - -

THIS CAUSE came regularly on to be heard this 21st. day of October, 1949, E. A. Owen, attorney at law, appearing for and on behalf of said plaintiff, and defendant not appearing, either in person or by attorney, and the Court having heard all of the evidence herein and duly considered the same, and it appearing therefrom, to the satisfaction of the Court, that said defendant, Joseph G. Brown, was duly served with a copy of the summons attached to a copy of the complaint herein, and that the defendant has failed to appear or answer herein, and the default of said defendant has been duly and regularly entered herein according to law, and it further appearing to the Court, upon the proofs taken herein, that all of the material allegations of the complaint are sustained by the testimony free from all legal exceptions as to its competency, admissibility, and sufficiency, and that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in her complaint, and that the Court has jurisdiction of the parties to, and the subject matter of, this action, and the Court being fully advised in the premises:

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and the Court, by virtue of the power and authority therein vested, and in pursuance of the statute in such case made and provided, does order, adjudge and decree, that the marriage between the plaintiff,

Effie P. Brown, and the defendant, Joseph G. Brown, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is, freed and absolutely released from the bonds of matrimony and all of the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff's former name, to-wit: Effie Peasley, be, and the same is hereby restored to her.

Made, dated and entered at Idaho Falls, Idaho, this 21st. day of October, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in case # 7475 entitled Effie P. Brown, Plaintiff vs. Joseph G. Brown, Defendant,
recorded in Book 16 of Judgments, page 66,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 3rd day of November, 1949.

By Blanche Stewart
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

DONA LUE POULTER,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
CARL N. POULTER,)
Defendant.)

- - - - - - - - - - - - - - - - - -

THIS CAUSE came regularly on to be heard this 21st. day of October, 1949, E. A. Owen, attorney at law, appearing for and on behalf of said plaintiff, and defendant not appearing, either in person or by attorney, and the Court having heard all of the evidence herein and duly considered the same, and it appearing therefrom, to the satisfaction of the Court, that said defendant, Carl N. Poulter, was duly served with a copy of the summons attached to a copy of the complaint herein, and that the defendant has failed to appear or answer herein, and the default of said defendant has been duly and regularly entered herein according to law, and it further appearing to the Court, upon the proofs taken herein, that all of the material allegations of the complaint are sustained by the testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in her complaint, and that the Court has jurisdiction of the parties to, and the subject matter of, this action, and the Court being fully advised in the premises:

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and the Court, by virtue of the power and authority therein vested, and in pursuance of the statute in such case made and provided, does order, adjudge and decree, that the marriage between the plaintiff,

Dona Lue Poulter, and the defendant, Carl N. Poulter, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is, freed and absolutely released from the bonds of matrimony and all of the obligations thereof.

~~IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff's~~ maiden name, to-wit: Dona Lue Howerton, be, and the same is hereby restored to her.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant, Carl N. Poulter, pay to E. A. Owen, attorney for plaintiff, the sum of $100.00 attorney's fees in this action, and the further sum of $16.40 costs expended by plaintiff herein.

Made, dated and entered this 21st. day of October, 1949.

~~Henry S. Martin~~

District Judge

STATE OF IDAHO, } ss.
County of Bonneville, }

7906

I HEREBY CERTIFY, That the within is a full, true and correct copy of the

Decree of Civorce in Case No. 7434 entitled Dona Lue Poulter, Plaintiff, vs Carl N. Poulter, Defendant.

Recorded in Book 16 Judgment page 63,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 3rd. day of November, 1949.

By Hazel D. Nickelsen
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

- - - -

MORRIS D. BALL,)
Plaintiff,)
-vs-) JUDGMENT
LUCILLE W. BALL,)
Defendant.)

- - - -

The above entitled cause came on for final hearing before the undersigned Judge of said district Court at Chambers of the Court at Ida ho Falls, Bonneville County, Idaho, this 25th day of November, 1949; Albaugh, Bloem & Hillman appearing as attorney for the plaintiff and no appearance being made by or for the defendant; it appearing from the files and records of this action that the summons in said cause has been duly and personally served upon the defendant and that said defendant has heretofore made and filed her admission of service of said summons and complaint in this action, in which admission of service the defendant entered her refusal to demurrer, answer or plead further and consents that default be entered against her, and it further appearing that the default of the defendant has been duly entered by the Clerk of this Court according to law.

Evidence in support of the allegations of the complaint were thereupon adduced by the plaintiff, and after duly considering such evidence and the files and records of this action, and being fully advised in the premises, the court finds that the allegations of said complaint are fully sustained by the evidence and that plaintiff is entitled to the relief demanded in said complaint.

It is therefore, ordered, adjudged and decreed that plaintiff have the judgment of this Court as follows:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and the same hereby are, in all things dissolved, and each of the parties is hereby restored to the status of a single person.

2. That the defendant have, and there is hereby restored to her, her maiden name of Lucille Wakefield.

Dated November 25, 1949.

HENRY S. MARTIN
District Judge.

STATE OF IDAHO, } ss.
County of Bonneville, }

7907

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Judgment in Case No. 7538, entitled,

Morris D. Ball, Plaintiff

vs

Lucille W. Ball, Defendant

Bk. 16 Judgments page 127
as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th. day of December, 1949.

By [signature] Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

- - - -

HELEN HUNTER,)
Plaintiff,)
-vs-) DECREE
HORALD HUNTER,)
Defendant.)

- - - -

The above entitled cause coming on regularly to be heard and tried before the Honorable Henry S. Martin, District Judge, at Chambers at Idaho Falls, County of Bonneville, State of Idaho, on the 25th day of November, 1949, the plaintiff appearing in person and by one of his attorneys, Errol H. Hillman, and the defendant appearing not, either in person or by attorney, and it appearing that the above named defendant has been duly and regularly served with process herein, and that he has filed herein an appearance submitting himself to the jurisdiction of the Court, and has refused to plead further in said cause, and has consented to an immediate hearing of this case without further notice to him, either in term time or vacation, in open Court or in Chambers, and has waived the making of findings of fact and conclusions of law herein, and has consented that default be entered against him, and the default of the said defendant having been duly and regularly entered herein, and the parties hereto having entered into a stipulation with respect to the settlement of their property rights, and it appearing to the Judge that said stipulation is in all respects fair, just, and equitable, and the Judge having heard the evidence, and the matter having been submitted, and it further appearing that all of the allegations contained in plaintiff's complaint are true and that the plaintiff is entitled

to a divorce on the ground of extreme cruelty, and the Judge being fully advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. That the bonds of matrimony existing between the plaintiff, Helen Hunter, and the defendant, Horald Hunter, be, and they hereby are, dissolved and each restored to the status of a single person.

2. That all community property of the parties hereto of whatsoever nature, either real or personal or mixed be, and the same hereby is, awarded and decreed to the defendant, Horald Hunter, as his sole and separate property and for his sole and separate use and benefit.

3. That the defendant, Horald Hunter, has paid to the plaintiff, Helen Hunter, the sum of $1,000.00, and has executed and delivered to the plaintiff, Helen Hunter, two promissory notes in the amount of $1,000.00 each, secured by a mortgage on real property, that are due and payable respectively, on the 15th day of November, 1950 and the 15th day of November, 1951; that the payment of the said sum of $1,000.00 and the execution and delivery of said notes and mortgage to the plaintiff, Helen Hunter, is in full and complete settlement and release of all claims and demands of every kind, name or nature against the said defendant, including all liability now or at any time hereafter existing or accruing, either on account of support, maintenance, temporary alimony or permanent alimony, and the said defendant is hereby relieved entirely from all personal claims and demands arising in any manner from the relation of husband and wife and from any and all costs, charges, and expenses incident to this action, and the said defendant is hereby released from all claim of the plaintiff of any interest whatever in any property, real or personal, community or separate, which the said defendant now

may own, or that he may at any time hereafter hold or acquire.

Dated this 25th day of November, 1949.

HENRY S. MARTIN
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

7908

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case No. 7540, entitled,

Helen Hunter, Plaintiff

vs

Horald Hunter, Defendant

Bk. 16 Judgments page 124
as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 6th. day of December, 1949.

By Hazel Nicholson
Deputy

JACK A. PACKER
Clerk and Ex-Officio Recorder

7909

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BOUNDARY

2329

DON GUILES, Plaintiff,

vs.

IRENE GUILES, Defendant,

DECREE

STATE OF IDAHO } ss
County of Boundary }
Filed Nov. 18 1949
Recorded Bk Judgments Book 4 pg 506
Queen Critchfield
By Clerk of District Court Deputy

The above entitled action came on regularly to be heard this 18th day of October, 1949, in open Court in Bonners Ferry, Boundary County, State of Idaho, the plaintiff appearing in person and by his attorney, O. J. Bandelin and the defendant, Irene Guiles, appeared by J. H. McNally, her general guardian and guardian ad litem. W. J. Nixon, Prosecuting Attorney in and for Boundary County, Idaho appeared as prosecuting attorney for Irene Guiles, insane, and as attorney for J. H. McNally.

Upon said hearing it appearing satisfactorily to the Court that the defendant, Irene Guiles, an insane person, has been duly and regularly served with summons and complaint herein as required by law and the said defendant, through her general guardian and guardian ad litem, has filed an answer to said complaint; and stipulation between O. J. Bandelin, attorney for plaintiff and W. J. Nixon, Prosecuting Attorney of Boundary County, Idaho and attorney for J. H. McNally, general guardian and guardian ad litem for Irene Guiles, insane, having been made and entered requesting that this matter may be heard on the 18th day of ~~September~~ October, 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled District Court; the Court having heard the testimony introduced on behalf of the plaintiff and in support of his complaint and evidence having been introduced regarding the community property interests of plaintiff and defendant and the community property settlement agreement between the parties hereto and the Court having duly considered the law and the evidence and rendered its decision herein in writing, consisting of Findings of Fact and Conclusions of Law -- - - - - -

NOW, THEREFORE, in accordance with the findings heretofore entered in said in said cause it is HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, Don Guiles, should be and he is hereby granted an absolute decree of divorce from the defendant, Irene Guiles, on the ground of permanent and incurable insanity and the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement agreement, dated the 9th day of September, 1949, between J. H. McNally, general guardian and guardian ad litem of Irene Guiles, an insane person, and Don Guiles, copy of which said agreement is attached hereto and made a part of this decree, is hereby approved and made an order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all community property of plaintiff and defendant is hereby awarded to the plaintiff, Don Guiles, subject to the lien of the note and mortgage referred to in the property settlement agreement, which said mortgage shall be a lien upon the following described property

> South One Half ($S\frac{1}{2}$) of Southeast Quarter ($SE\frac{1}{4}$); Northeast Quarter ($NE\frac{1}{4}$) of Southeast Quarter ($SE\frac{1}{4}$); Southeast Quarter ($SE\frac{1}{4}$) of Northeast Quarter ($NE\frac{1}{4}$); with riparian rights, in Section 18, Township 62 North, Range L EBM; Also: Northwest Quarter ($NW\frac{1}{4}$) of Southeast Quarter ($SE\frac{1}{4}$) and Lot Six (6) except proposed right of way for diking purposes of Section 18, Township 62 North, Range 1 EBM;

that the community property hereinabove referred to which is awarded to the plaintiff, Don Guiles, is his sole and separate property

> East Half of the following described property; South east Quarter ($SE\frac{1}{4}$) and Gov't Lot Five (5), except West Nine (9) acres of said Gov't Lot Five (5) which was previously sold to Frank A. Moens, all of said property in Section 31, Township 65 North, Range 1 WBM;
>
> North One Half ($N\frac{1}{2}$) of Section Five (5), Township 64 North, Range 1 WBM; West One Half ($W\frac{1}{2}$) of Southwest Quarter ($SW\frac{1}{4}$); Southeast Quarter ($SE\frac{1}{4}$) of Southwest Quarter ($SW\frac{1}{4}$) and Lots Three (3), Seven (7), Eight (8), and Nine (9) of Section 32, Township 65 North, Range 1 WBM;
>
> South One Half ($S\frac{1}{2}$) of Southeast Quarter ($SE\frac{1}{4}$); Northeast Quarter ($NE\frac{1}{4}$) of Southeast Quarter ($SE\frac{1}{4}$); Southeast Quarter ($SE\frac{1}{4}$) of Northeast Quarter ($NE\frac{1}{4}$); with riparian rights, in Section 18, Township 62 North, Range 1 EBM; Also; Northwest Quarter ($NW\frac{1}{4}$) of Southeast Quarter ($SE\frac{1}{4}$) and Lot Six (6) except proposed right of way for diking purposes of Section 18, Township 62 North, Range 1 EBM;

An interest in
Lots Three (3), Four (4), and Five (5), Section 33, Township 65, North, Range 1 WBM;

All of Gray's Avenue, East of Cedar Street, between Block 1 and 2, Eaton Addition.

An equity in contract for purchase of real estate from the W. A. Atkins Estate.

together with any and all interest in real or personal property not hereinabove described, which the said Don Guiles may have any interest, claim or title to.

Dated this 18th day of October, 1949.

O. C. WILSON
District Judge.

THIS AGREEMENT made and entered into this 9th day of September, 1949, by and between J. H. McNally, general guardian and guardian ad litem of Irene Guiles, an insane person, party of the first part and Don Guiles, party of the second part,

WHEREAS, Irene Guiles and Don Guiles are husband and wife, that on the 9th day of August, 1932, Irene Guiles was adjudged to be insane and is now permanently and incurably insane and is committed to the State Hospital for the Insane at Orofino, Idaho, and

WHEREAS, Don Guiles has filed a divorce action against Irene Guiles in the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Boundary, and that Irene Guiles through her duly appointed, qualified and acting general guardian and guardian ad litem and Don Guiles are desirous of making a full and complete settlement of all their property interests, and

WHEREAS, W. J. Nixon, Prosecuting Attorney in and for Boundary County, State of Idaho has appeared for the said Irene Guiles, insane, and has made an investigation of the community interests of the parties hereto and has approved the property settlement agreement between the parties as being fair and equitable.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That in settlement and adjustment of all their property rights the wife, Irene Guiles, through her general guardian and guardian ad litem does hereby sell, assign, convey, transfer and set over unto the husband, Don Guiles, all her interest in community real and personal property, which said property shall be the sole and separate estate of the husband independent of any interest of the wife; all property of either the husband or wife whether real or personal, which shall hereafter be accumulated shall be the sole and separate property of the one accumulating the same, free from all rights of the other with full power to convey or deal with the same as if each were single.

The husband, Don Guiles, shall pay to J. H. McNally, as general guardian of Irene Guiles, insane, the sum of $20,000.00 in consideration for the conveyance of the entire interest of the wife in the community property estate, which amount shall be the sole and separate property of the wife. Said sum of $20,000.00 shall

be paid as follows: Promissory note in the amount of $20,000.00, payable $2,000.00 on or before the 15th day of October, 1949, and $2,000.00 each year thereafter, together with interest at the rate of 5% per annum, which interest shall be payable monthly beginning on the 15th day of November, 1949, and each month thereafter until paid in full. Said promissory note shall be secured by a real estate mortgage covering on the following described property, to-wit:

> South One Half ($S\frac{1}{2}$) of Southeast Quarter ($SE\frac{1}{4}$); Northeast Quarter ($NE\frac{1}{4}$) of Southeast Quarter ($SE\frac{1}{4}$(; Southeast Quarter ($SE\frac{1}{4}$) of Northeast Quarter ($NE\frac{1}{4}$); with riparian rights, in Section 18, Township 62 North, Range 1 EBM; Also: Northwest Quarter ($NW\frac{1}{4}$) of Southeast Quarter ($SE\frac{1}{4}$) and Lot Six (6) except proposed right of way for diking purposes of Section 18, Township 62 North, Range 1 EBM;

IT IS MUTUALLY UNDERSTOOD AND AGREED that Don Guiles shall have the option of paying all or any part of said note and mortgage at any time.

IT IS FURTHER MUTUALLY UNDERSTOOD that each party is hereby barred from any and all other rights or claims by way of support, inheritance, descent, distribution or any rights whatsoever from the other; The wife further relinquishes all right, title claim and interest in and to said community property and accepts said sum of $20,000.00 as hereinabove provided to be paid in full and complete settlement of her community interests which shall be accepted as a complete adjustment and settlement between said parties.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that all of the interest of Irene Guiles to both real and personal property may be decreed to Don Guiles as his sole and separate property subject only to the encumbrance of the mortgage hereinabove referred to. That the community real estate to be decreed to the husband is described but not limited to the following described property, to-wit:

East Half of the following described property; South east Quarter (SE¼) and Govt Lot Five (5), except West Nine (9) acres of said Govt Lot Five (5) which was previously sold to Frank A. Moens, all of said property in Section 31, Township 65 North, Range 1 WBM;

North One Half (N½) of Section Five (5), Township 64 North, Range 1 WBM; West One Half (W½) of Southwest Quarter (SW¼); Southeast Quarter (SE¼) of Southwest Quarter (SW¼) and Lots Three (3), Seven (7), Eight (8), and Nine (9) of Section 32, Township 65 North, Range 1 WBM;

South One Half (S½) of Southeast Quarter (SE¼); Northeast Quarter (NE¼) of Southeast Quarter (SE¼); Southeast Quarter (SE¼) of Northeast Quarter (NE¼); with riparian rights, in Section 18, Township 62 North, Range 1 EBM; Also; Northwest Quarter (NW¼) of Southeast Quarter (SE¼) and Lot Six (6) except proposed right of way for diking purposes of Section 18, Township 62 North, Range 1 EBM;

An interest in
Lots Three (3), Four (4), and Five (5), Section 33, Township 65, North, Range 1 WBM;

All of Gray's Avenue, East of Cedar Street, between Block 1 and 2, Eaton addition.

An interest in
Land purchased from W. A. Atkins Estate.

Also any and all interest in real or personal property not hereinabove described which the said Don Guiles may have any interest, claim or title to.

IT IS FURTHER AGREED, that this property settlement agreement may be made an order of the District Court in any divorce Decree entered by the Court.

Dated this 9th day of September, 1949.

J. H. McNally

General Guardian and Guardian Ad Litem
of Irene Guiles, an insane person.

Don Guiles

Approved by,

Prosecuting Attorney,
Bonners Ferry, Idaho.

STATE OF IDAHO)
: ss.
County of Boundary)

On this 9th day of September, 1949, before me, the undersigned Notary Public for the State of Idaho, personally appeared J. H. McNally, general guardian and guardian ad litem of Irene Guiles, an insane person and Don Guiles, known to me to be the persons whose names are subscribed to the within instrument, and acknowledge to me that they executed the same.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

W. D. Boyce

Notary Public in and State of Idaho
Residing at Bonners Ferry, Idaho.

Notary Public in and for the State of Idaho
residing at Bonners Ferry, Idaho
My Commission expires June 8, 1950.

7910

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BOUNDARY.

2338

VIVIAN BRUCKER,
Plaintiff,

vs.

WILLIAM H. BRUCKER,
Defendant,

DECREE

The above entitled action came on for hearing before the Court sitting without a jury at Bonners Ferry, Boundary County, Idaho, at 1:00 P.M. on Monday, November 14, 1949, at which time the plaintiff appeared in person and represented by one of her attorneys, Hardy C. Lyons, and the defendant did not appear either in person or by attorney, he being in default and his default having been entered, the Court proceeded to hear the case. Thereupon testimony and corroborating testimony was submitted for an upon behalf of the plaintiff, and the Court being fully advised in the premises, and Findings of Fact and Conclusions of Law having been waived by virtue of the default of the defendant and through his failure to appear at the trial,

NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, Vivian Brucker, be and she hereby is, granted an absolute decree of divorce of and from the defendant, William H. Brucker, upon the grounds of desertion, separation without co-habitation for five years, and wilful neglect.

Dated and done this 14 day of November 1949.

E. W. Braxton
District Judge

STATE OF IDAHO, ss.
County of Boundary
Filed Nov 14 1949
at ____ o'clock ____ M
Owen Castlefield
Clerk of District Court
By ____ Deputy

355590

7911

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

* * * * *

KELLY G. MORGAN,

Plaintiff,

-vs-

DORIS H. MORGAN,

Defendant.

FILED
A.M. 2:40 P.M.
NOV 9 1949
S. S. Howell, Clerk

DECREE

* * * * *

The above-entitled action came on regularly to be heard and tried before the Court at Caldwell, Canyon County, State of Idaho, sitting without a jury, on the 9th day of November, 1949, the plaintiff appearing in person and by his attorney, Milo Axelsen, and the defendant not appearing either in person or by attorney, and the Court having heretofor entered the default of the defendant, the Court proceeded to hear the evidence introduced in support of the plaintiff's complaint and the Court finds therefrom that all of the allegations of plaintiff's complaint are true and that the defendant is guilty of wilful desertion; and being advised in the premises;

IT IS ORDERED, ADJUDGED and DECREED That the defendant, Doris H. Morgan, is guilty of wilful desertion, and that the plaintiff, Kelly G. Morgan, be divorced from the defendant, Doris H. Morgan, and that the bonds of matrimony heretofor existing between the plaintiff and defendant be dissolved.

Dated this 9th day of November, 1949.

Thomas E. Buckner
District Judge.

State of Idaho
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
November 9, 1949
S. S. Howell, Clerk of the District Court and ex Officio Recorder.
By S. Howell
Deputy

355697

7912

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

Winifred Clark,

Plaintiff,

-vs-

Russell F. Clark,

Defendant.

DECREE OF DIVORCE.

FILED
10:20 A. M. P. M.
NOV 14 1949
S. S. FOURE CLERK
Lavona Layne
DEPUTY

This cause came on regularly to be heard in open Court this 14th day of ~~October~~ November, A. D., 1949, the plaintiff appearing in person, and by her attorney, Frank Estabrook, and the defendant not appearing in person or otherwise, and it appearing to the Court that the defendant has been duly and regularly served with the summons in this action and has failed to appear, answer or plead to the plaintiff's complaint on file herein and that the time for appearing, answering or pleading allowed by law having expired, and it appearing further that the defendant is not now engaged in the military service of the United States of America, and an affidavit of his military status having been filed herein in conformity with the Soldiers' and Sailors' Civil Relief Act of Congress (1940), and the amendments thereto, and that the default of the defendant having been duly entered herein, according to law, and the plaintiff having offered proof in support of her allegations in the complaint and the same having been duly considered by the Court, and the Court having found that the defendant has been guilty of extreme and inhuman cruelty towards the plaintiff without any just cause or reason, and the Court being fully advised in the premises wherein it appears

FRANK ESTABROOK
ATTORNEY AT LAW
NAMPA, IDAHO

to this Court that the plaintiff is entitled to the relief prayed for in her said complaint.

NOW, THEREFORE, in consideration of the law and the evidence, it is hereby

ORDERED, ADJUDGED AND DECREED, And this does order, adjudge and decree, that the marriage between the said Winifred Clark, plaintiff herein, and Russell F. Clark, defendant herein, be dissolved, and the same is hereby, dissolved, and said parties, and each of them, are freed and absolutely released from the bonds of matrimony and all the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, And this does order, adjudge and decree, that the plaintiff be restored to her former name, Winifred Lyda, and she is hereby restored to her former name, Winifred Lyda.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED, And this does order, adjudge and decree, that the plaintiff shall have judgment for her costs and disbursements incurred in this action.

Done in open Court at Caldwell, Canyon County, Idaho, this 14th day of ~~October~~ November, A. D., 1949.

Thomas E. Buckner

Judge of the District Court.

Nov. 14, 1949

By Lavona Dayne

FRANK ESTABROOK
ATTORNEY AT LAW
NAMPA, IDAHO

355700 7913

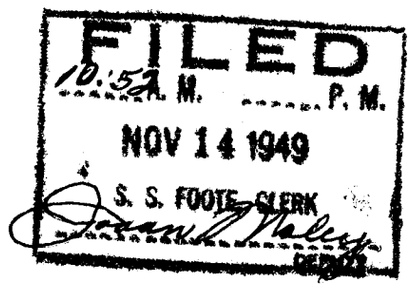
IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT, OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

LILLIE DILLMAN,
Plaintiff,

- vs -

HARVEY E. DILLMAN,
Defendant.

D E C R E E.



THIS ACTION, Came on regularly to be heard this 14th day of November, 1949, upon the complaint herein, the proof and testiomny is said action.

AND THE COURT FINDS; That the defendant, Harvey E. Dillman, was regularly served with Summons,at Nampa, Canyon County, Idaho, and that he is not now engaged in any branch of the Military Service of the United States, and he has failed to appear in this action in the time allowed by law, or at all, default has been duly entered against him.

That all the material allegations of the complaint are true, and the plaintiff is entitled to a decree of divorce on the grounds of Extream Cruelty, for the restoration of her former name, and for the exclusive custody of Dean Wallis Dillman, adopted son, Therefore:

IT IS ORDERED, ADJUDGED AND DECREED, BY THIS COURT:

That the bonds of matrimony existing between the plaintiff and defendant are hereby dissolved, and they are absolutly divorced from each other;

That the Seperation and Separate Property Agreement, entered into between the parties hereto, on the 6th day of September, 1945, and filed herein, is hereby confirmed;

That the plaintiff, Lillie Dillman, is hereby granted the exclusive custody of Dean Wallis Dillman, aged 12 years, adopted son of the parties hereto;

That the plaintiff's former name, ie; Lillie Bennett, is hereby

restored to her.

Dated this 14th day of November, 1949.

Thomas E Buckner
District Judge.

Nov. 14, 1949
Lavona Sayre

X

355703

7914

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

George E. Lytle,

Plaintiff,

vs.

Pearl E. Lytle,

Defendant,

DECREE

FILED
11:15 A.M. ..... P.M.
NOV 14 1949
S. S. FOOTE, CLERK
Lavona Layne
DEPUTY

This cause came on regularly for trial in open court this 14th day of November, 1949, Ernest Anderson, appearing as attorney for the plaintiff, George E. Lytle, and the defendant appearing neither in person or by counsel, and having defaulted in the said action, and the default of the said defendant having been duly entered of record. Witnesses were thereupon sworn and examined on behalf of the plaintiff and the cause having been submitted to the court for its consideration and decision, and it appearing to the court, after due deliberation thereon, that said defendant was duly and regularly served with process in this action by the personal service of the SUMMONS in said action within the County of Canyon, State of Idaho; and it also appearing from the evidence introduced that the defendant herein, wilfully and without just cause or reason, during the month of July, 1949, deserted and abandoned the plaintiff, and is now living seperate and apart from the plaintiff, and now refuses to live with the said plaintiff having deserted and abandoned him;

And, it further appearing that there is one child, namely, Lynda S. Lytle, a girl, aged about one year, the issue of the said marriage, now in the custody and control of the defendant; and that, the said defendant is a proper

~~proper~~ person to be awarded the custody of the said minor child; and, it further appearing that the said plaintiff should contribute to the support and education of the said child in a reasonable sum, which the court fixes at $20.00 per month.

That there is no property at issue in this action; that findings of fact and conclusions of law having been duly waived; and it further appearing that the plaintiff herein has heretofore filed an affidavit in this court showing that the said defendant is not now, nor has ever been, in the military service of the United States of America, or of any State of the United States.

WHEREFORE, It is hereby ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE that the marriage between the plaintiff, George E. Lytle, and the said defendant, Pearl E. Lytle, be, and the same is hereby dissolved on the ground of desertion, and that the said parties, and each of them, be relieved of and from the bonds of matrimony, and that this decree of divorce be awarded to the plaintiff; and that there be awarded to the defendant, Pearl E. Lytle, the custody and control of the minor child, Lynda E. Lytle, and that the plaintiff herein shall be privileged to visit with the said child at reasonable times and places.

It is further ORDERED that the plaintiff herein contribute the sum of $20.00 per month for the support of the said minor child, to be paid on the first day of each month hereafter.

State of Idaho
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.

Nov. 14, 1949

Done in open court this 14th day of November, 1949.

By Lavona Payne
Deputy

Thomas E. Dunkner
District Judge.

355705

7915

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OFIDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
11:25 A.M. ..... P.M.
NOV 14 1949
S. S. FOOTE, CLERK
Joann Mallory
DEPUTY

JUNE BUNKER RITTER,

Plaintiff,

-vs-

FREDERICK W. RITTER,

Defendant

DECREE

This cause came on regularly for hearing the 14th day of Nov., 1949, before the Court without a jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney and it appearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required by law to demur to, answer or plead to said complaint has expired, and this his default for so failing to plead to said complaint within the time required by law has been duly and regularly entered herein, the Court proceeded with the trial of said cause.

Witnesses were called, sworn and testified for and on behalf of plaintiff and the case was submitted to the Court for final determination and decision, and the Court having found that the plaintiff and defendant were duly married at Caldwell, Idaho, the 2nd day of September, 1947, and the plaintiff has been for more than six weeks last past, a bona fide resident of the State of Idaho, and that the defendant has been convicted of a felony.

The Court ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's complaint.

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE that the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same are hereby dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof.

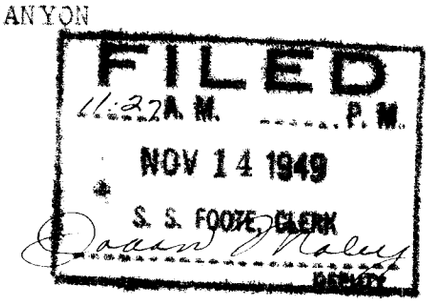
DONE IN OPEN COURT, This 14 day of Nov., 1949.

Thomas E Buckner
District Judge

State of Idaho, }
County of [illegible] }
I hereby certify the foregoing
to be a full, true and correct
copy of the original judgment
entered in the above entitled
cause.
Dated
Nov. 14, 1949
[illegible] District Court
and ex-Officio Recorder.
James R Maley
Deputy

355706 7916

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON



LEONIA LAWSON,
Plaintiff,
-vs-
FREEMAN LAWSON,
Defendant

DECREE

This cause came on regularly for hearing the 14th day of November, 1949, before the Court without jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required to demur, answer or plead to said complaint within the time required by law has been duly and regularly entered herein, the Court proceeded with the trial of said cause.

Witnesses were called, sworn and testified for and on behalf of plaintiff and the case was submitted to the Court for final determination and decision, and the Court having found that the plaintiff and defendant were dully married at Payette, Idaho, on the 15th day of March, 1943, and that the plaintiff has been for more than six weeks last past a bona fide resident of the State of Idaho, and that the defendant, disregarding the solemnity of his marriage vows, has caused the plaintiff such mental suffering, pain and anguish as to constitute mental cruelty.

The Court therefore ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's complaint.

WHEREFORE, IT IS ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, That the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same are, hereby dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof;

That the plaintiff be awarded all of her separate property, consisting of beds and two mattresses; davenport; table and 4 chairs, dishes, bedding and other household furniture and equipment.

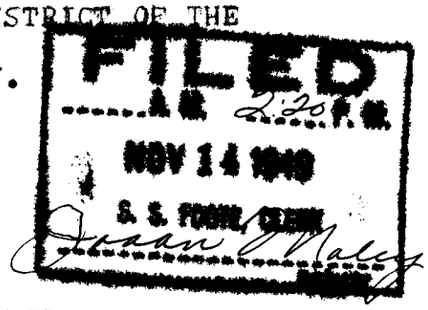
DATED: This 14th day of November, 1949.

Nov. 14, 1949

Thomas E Brickner
District Judge

355713

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CANYON COUNTY.



BEULAH P. ALLEN, :

Plaintiff, :

-vs- : DECREE OF DIVORCE.

VERNON ALLEN, :

Defendant. :

On this 14 day of November, 1949, this cause came regularly on for trial, the plaintiff appearing in person and by Geo. H. van de Steeg, her attorney of record in the action, and the defendant appearing not at all; and it appearing to the court from the records and files of the action that said defendant was duly served with the summons in said action and that he accepted service of such summons personally according to law, and that he has failed to appear, answer or plead to the complaint of the plaintiff filed herein, and that the time allowed by law so to do has now fully expired, and that said defendant is in default for want of appearance; and it further appearing to the court that said defendant is not engaged in the military and/or naval service of the United States within the provisions of the Act of Congress of 1940 known as the Soldire's and Sailor's Civil Relief Act; now therefore, on motion of counsel for said plaintiff;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said defendant is in default and judgment of default is hereby rendered against him, and the Clerk of this Court is hereby directed to enter judgment of default against said defendant upon the minutes of the court and upon the records of the court in this cause.

AND THEREUPON, the Court proceeded with the trial of the cause, and plaintiff and her witnesses were duly sworn to testify, and did testify, and documentary evidence was admitted in

evidence, and the court being now fully advised in the premises, finds that the allegations contained in plaintiff's are fully substantiated by the evidence and are true, and that the plaintiff is entitled to a decree of divorce from and against the defendant, and is entitled to have awarded, set over and assigned to her as her shere of the community property the real property in the complaint described, and that the defendant is entitled to have awarded to him the personal property in the complaint described, to which division of the community property the parties have mutually agreed.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the parties to this action be, and the same hereby are, dissolved and set at naught, and the plaintiff is hereby granted a divorce from and against the defendant upon the grounds of extreme cruelty, and that her name of Beulah P. Mitchell be restored to her.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the community real property of the parties described as the South sixty and one-half feet of the North one-half of Block eighteen (18) of Pleasant Acres Addition to Nampa, Canyon County, Idaho, as shown upon the recorded Plat thereof on file and of record in the office of the ex-officio Recorder of said Canyon County, Idaho, be, and the same hereby awarded to, set over and assigned unto the plaintiff, Beulah P. Allen, as her sole and separate property; and that the personal property described in the complaint, to-wit: a Dodge Automobile Motor # DR 50702, State of Oregon license and title, together with a Roadmaster trailer house, and also one old truck, all being in the possession of the defendant, be, and the same hereby is, set over and assigned unto the defendant as and for his separate property.

Done in open court this 14 day of November, 1949.

Thomas E Buckner

Thomas E. Buckner

District Judge.

State of Idaho
County of Canyon } ss.
I hereby certify that the foregoing instrument
is a true and correct copy of the original as the
same appears on this office.
DATED
Nov. 14, 1949
S. S. Foster, Clerk of the District Court
and Ex Officio Recorder.
By Joann Maley
Deputy

355714

7918

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

DORIS REYNON,

Plaintiff,

-vs-

SANTIAGO R. REYNON,

Defendant.

D E C R E E

FILED
A.M. 2:36 P.M.
NOV 14 1949
S. S. FOOTE, CLERK
Lavoura Hayes
DEPUTY

This cause came on regularly for trial before this Court, sitting without a jury, on the 14th day of November, 1949; Robert B. Dunlap, of the law firm of Dunlap and Dunlap, appearing as attorney for defendant and cross-complainant, and Walter R. Cupp, appearing as attorney for plaintiff and cross-defendant, and the complaint of plaintiff and cross defendant having heretofore been dismissed by order of the above entitled Court, and in accordance with the "Consent That Answer to Cross-Complaint May Be Withdrawn and Refusal to Plead Further" filed by the attorney for the plaintiff and cross-defendant, the answer of the plaintiff and cross-defendant to the cross-complaint was withdrawn, the default of the plaintiff and cross-defendant for refusal to plead further to said cross-complaint was entered, and the plaintiff and cross-defendant and her attorney having agreed that the trial of the case might be had at any time, whereupon the Court proceeded with the hearing of said cause.

The defendant and cross-complainant and his witnesses were sworn and testified, and the defendant and cross-complainant rested his cause, and the Court finding that the defendant and cross-complainant is entitled to a decree of divorce from the plaintiff and cross-defendant upon the grounds of extreme cruelty as stated in the defendant's cross-complaint.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff and cross-defendant and the defendant and cross-complainant

DUNLAP & DUNLAP
LAWYERS
CALDWELL, IDAHO

be, and the same are, hereby wholly disolved, and the parties hereto are both freed from the obligations thereof, and the said defendant and cross-complainant is hereby granted an absolute decree of divorce from the said plaintiff and cross-defendant on the grounds of extreme cruelty and the said parties are, after the entry of this decree, each restored to the status of single persons.

Done in open court this 14th day of November, 1949.

Thomas E Buckner
Thos. E. Buckner
District Judge.

State of Idaho
County of Owyhee } ss.
I hereby certify that the foregoing instrument is a correct copy of the original as the same appears in this office,

Nov. 14, 1949
S. S. Tobie, Clerk of the District Court and Ex Officio Recorder.
By Lavona Dayne
Deputy

NLAP & DUNLAP
LAWYERS
CALDWELL, IDAHO

355715

7919

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

ANNA ROBERTS,)
Plaintiff,)
-vs-) D E C R E E
GENE ROBERTS,)
Defendant.)

- - - - - -

The above entitled matter coming on regularly to be heard this 14th day of November, 1949, before Honorable Thomas E. Buckner, District Judge, the plaintiff appearing in person and by Mary Schmitt, one of her attorneys, and the defendant appearing neither in person nor by attorney; and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law, and that the time in which the defendant was required to demur, answer, or plead to said complaint had expired, and that the defendant is not in the military service of the United States, the default of the defendant was entered herein, the plaintiff made proof, and the court finding for the plaintiff,

It is hereby ordered, adjudged, and decreed that the bonds of matrimony now existing between the plaintiff, Anna Roberts, and the defendant, Gene Roberts, be and the same hereby are dissolved.

It is further ordered, adjudged, and decreed that the plaintiff's former name of Anna Clifton be restored to her.

Dated at Caldwell, Idaho this 14th day of November, 1949.

Thomas E. Buckner
District Judge

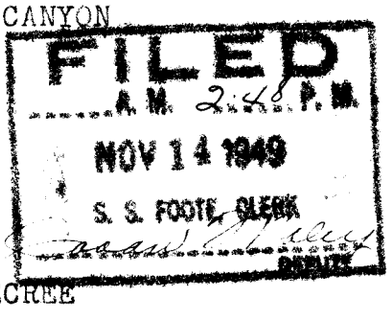
Nov. 14, 1949

Lavona Dayne
Deputy

INSTRUMENT NO. 355717

7920

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON



JUANITA JANEZ THOMAS,)
Plaintiff,)
-vs-) DECREE
FRED D. THOMAS,)
Defendant)
)

This cause came on regularly for hearing on the 14th day of November, 1949, before the Court without jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required to demur, answer or plead to said complaint had expired, the default of the defendant was duly and regularly entered herein; whereupon the Court proceeded with the trial of said cause.

Witnesses were called, sworn and testified for and on behalf of plaintiff and the case was submitted to the Court for final determination and decision, and the Court having found that the plaintiff and defendant were duly married at Council, Idaho, on the 31st day of December, 1941, and that the plaintiff has been for more than six weeks last past a bona fide resident of the State of Idaho, and that the defendant, disregarding the solemnity of his marriage vows has deserted and abandoned the plaintiff for more than one full year immediately preceding the commencement of this action.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED and DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff, Juanita Janez Thomas, and the defendant, Fred D. Thomas, be, and the same are hereby dissolved upon the grounds of defendant's desertion of said plaintiff, and that the parties are, and each of them is, freed therefrom;

That the plaintiff is awarded the full and complete care, control and custody of the two minor children of the parties hereto;

That the plaintiff be awarded the sum of Fifty ($50.00) per month for the support of the said minor children.

DATED: This 14 day of November, 1949.

Thomas E. Suckner
District Judge

Nov. 14, 1949

355722

7921

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

IRA ACRE)
)
Plaintiff,)
)
-vs-)
) DECREE OF DIVORCE.
ROSE ACRE)
)
Defendant.)

FILED
A.M. 3:20 P.M.
NOV 14 1949
S. S. FOOTE, CLERK
Laverna Dayne
DEPUTY

ACTION FOR DIVORCE

THIS CAUSE COMING ON FOR TRIAL, This 14th. day of November A.D. 1949, Walter R. Cupp, of Caldwell, Idaho, appearing as attorney for the plaintiff: and default having been regularly entered against the defendant, Rose Acre for failure to appear and answer; and it appearing that the defendant, Rose Acre, has been duly served with summons within the State of Idaho by Carl L. Riggs, a deputy Sheriff of Canyon County, State of Idaho, who made service of the Summons personally upon the defendant, Rose Acre, by delivering personally to said defendant, Rose Acre, a copy of said Summons with a copy of the Complaint herein, annexed thereto, in Canyon County, State of Idaho; and it appearing from testimony presented at the trial that the defendant, Rose Acre, is guilty of wilful desertion upon plaintiff as defined by law; and

IT APPEARING FURTHER That there is real property belonging to both plaintiff and defendant, and said property has been equitably divided between the plaintiff and defendant to the satisfaction of both parties, and that such equitable division of property is set forth in a Post Nuptial Agreement by and between the said parties, a copy of which is attached hereto and is made a part hereof and such agreement is hereby confirmed, and the said division of property is set forth hereinafter, and

NOW THEREFORE IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between the plaintiff, Ira Acre, and the defendant, Rose Acre, be and the same are hereby dissolved absolutely on the grounds of extreme cruelty; and

IT IS STILL FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be and he is hereby awarded as his sole and separate property for himself and his heirs without any claim whatsoever thereon by the defendant of any and all of the household goods and household furnishings now in his possession, more particularly described as follows; towit;

> Commencing at the southwesterly corner of Lot 9, Block 40 of Bates Addition to Parma, Idaho, running thence on and along the northwesterly line of said Lot 9, said Block aforesaid, in a northeasterly direction for a distance of 24 feet, thence turning at a right angle in a southeasterly direction and running on a straight line in a southeasterly direction for a distance of 50 feet to the southeasterly line of Lot 10, said Block aforesaid, thence turning at a right angle in a southwesterly direction, and running thence on and along the southeasterly line of said Lot 10, said Block aforesaid, in a southwesterly direction, to the southeasterly corner of said Lot 10, said Block aforesaid, a distance of 24 feet, thence turning at a right angle and running in a northwesterly direction in a distance of 50 feet to the point and place of beginning.
> Said tract of land being 24 feet wide and 50 feet long, and being otherwise discribed as the southwesterly 24 feet of Lots 9 and 10 of Block 40, Bates Addition to Parma, Idaho, together with all buildings thereon and other appurtenances thereunto belonging.

said property as his own free of any claim on the part of the defendant or any person or persons claiming on her behalf hereinafter forever; that said plaintiff and his property shall be free from any obligation for any debt heretofore or hereafter contracted by or on behalf of said defendant against said plaintiff and defendant, and

IT IS STILL FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, Rose Acre, be and she is hereby awarded as her sole and separate property without any claim whatsoever thereon by the plaintiff or any one claiming as his representative, all personal property now in her possession and heretofore belonging to the community of said plaintiff and defendant and including any separate personal or real property set over to her in said "Post Nuptial" Agreement as attached hereto more particularly describes as follows: towit,

> Lots Nineteen (19) and Twenty (20) and Twenty-one (21), Original Town-site of Butte, Owyhee County, Idaho, as the same is platted and recorded in the office of the County Recorder of Owyhee County, Idaho:
>
> And Grave Plot described as follows:
> Cemetery Deed. 21st day of August, 1945, Memorial Park Founders Inc., Boise, Ada County, State of Idaho, to Mrs. Rose Hoag and William LeRoy Hoag, Spaces 4, 5, and 6, of Section 96 in 4 Valleyview District of the Cloverdale Memorial Park Cemetery in County of Ada State of Idaho, according to plat of said contract of file in Recorders office.

TOGETHER With all the water, water rights, ditches and rights of way for ditches appurtenant thereto or in anywise appertaining for her sole and separate property and for her sole and spearate estate, together with all the rents, issues and profits thereof and in no respect as communtiy property; with full power to own, hold, incumber, sell, convey, or otherwise use or deal with the said property as and for her sole and separate estate and in all respects as she would or could if a spinster, and

including any property which she may hereafter acquire, to have and to hold said property as her own, free of any claim on the part of said plaintiff or any person or persons claiming on his behalf henceforth forever.

Done in open Court this 14th. day of November, A. D. 1949.

Thomas E Buckner
Judge

State of Idaho } ss.
County of Lemhi }
I hereby certify that the foregoing record
is a true and full copy of the original
same appearing in my office.
Nov. 14, 1949
Clerk of the District Court
and ex-officio Recorder.
By Lavona Hayes
Deputy

POST NUPTIAL AGREEMENT

- - - - - - -

THIS AGREEMENT, Made this 12th. day of June A. D. 1948, by and between Ira Acre, of Caldwell, City of Caldwell, County of Canyon, State of Idaho, hereinafter called the husband, the party of the first part, and Rose Hoag, sometimes known as Rose Acre, and the same person as Rosalin Hoag, Marsing, Owyhee County, State of Idaho, hereinafter called the wife, the party of the second part.

1. That, WHEREAS, Said parties to this indenture are husband and wife, married April 19, 1948, at Boise, Idaho, Ada County, State of Idaho.

2. That, WHEREAS, there has been born to this marriage no children and no minor children of either party shall in anyway been or will be involved in this marriage or in this agreement.

3. That, WHEREAS, unhappy differences have arisen between said husband and wife, and be reason thereof they are now living separate and apart from one another and have agreed to enter into this Agreement as hereinafter set forth and contained in respect to themselves, their property, and of further property rights and rights to the future earnings of each party hereto;

4. NOW, THEREFORE, THIS INDENTURE WITNESSETH: That for the purpose of carrying the aforesaid desire into effect and in order that each party hereto may be able to conduct their own business and affairs separate and apart and each without the interference of the other, and in termination of all obligations, personal and legal, the one toward the other, by reason of the marriage obligation in pursuance of the terms of this indenture; and

5. For and in consideration of the covenants, agreements, considerations and premises herein appearing, the said husband and wife do hereby separately obligate and bind themselves as set forth hereinafter, and the said husband does hereby, so far as the agreements and provisions hereinafter contained are or ought to be, performed or observed by him, or his heirs, administrators or executors, covenant with the said wife, and the said wife, does hereby, so far as the agreements and provisions hereinafter contained are, or ought to be

performed or observed by her, or her heirs, administrators or executors, covenant with said husband in the manner following, that is to say:

6. Each of the parties hereto, the said husband and wife, for their heirs, executors and administrators, shall, and at anytime, sign, execute and do all such conveyances, assurances and things as the other of them, his or her heirs, executors, administrators or assigns, or any trustee or trustees acting for the said parties hereto, or for either of them, shall reasonably require for the purpose of giving full effect to these presents, and the covenants, provisions and agreements herein contained; this particularly for the purpose of giving effect to deeds of transfer, or other indentures required by either party in the transaction of his or her business;

7. The wife hereby agrees as a part and parcel of this agreement and in consideration of the covenants and agreements herein contained, that she will not at any time hereafter, contract any debt or debts or liability for herself, whatsoever for which the said husband shall or may be, or become personally liable or answerable;

8. The husband hereby agrees as a part and parcel of this agreement in consideration of the covenants and agreements herein contained, that he will not at any time hereafter, contract any debt or debts or liability for himself, whatsoever for which the said wife shall or may be, or become personally liable or answerable;

9. That the said wife shall, or may, notwithstanding coverture own, retain, use and enjoy all sums of money or property of whatsoever nature that may come to her under the terms of this Agreement, or in any other manner hereafter, for her sole and separate use and benefit, and sell and dispose of, give or bequeath the same, or any part of parts thereof, either in her lifetime or by her last Will in writing or any codicil thereto, or otherwise, as fully and effectively in all respects as if she were sole and unmarried.

10. That the said husband shall, or may, notwithstanding coverture, own retain, use and enjoy all sums of money or property of whatsoever nature that may come to him under the terms of this Agreement, or in any other manner hereafter, for his sole and separate use and benefit, and sell and dispose of,

give or bequeath the same, or any part or parts thereof, either in his lifetime or by his last Will in writing or any codicil thereto, or otherwise, as fully and effectively in all respects as if he were sole and unmarried.

11. That by this Agreement it is mutually stipulated and agreed between the parties hereto, that the property real as described hereinafter, is now and shall be from this time on the sole and separate property of the said Ira Acre to be by him as though he were, is and hereinafter be a person, sole and free of any, every, and all maritial obligations as though and as he would have been if no marriage had taken place between himself and said Rose Hoag; that he shall have the right to bargain, sell and convey said property and dispose of same by Will or Testament as though he were not married to said Rose Hoag or Rose Acre, sometimes using the name Rosalin Hoag, and she, said Rose Hoag or Rose Acre, or Rosalin Hoag, one of the same person does hereby release said real property following or herein set forth from any claim of dower or under any law under which same might or should be classed as Community Property and she further releases and waives any Community Property right which she might or may have had upon or over said property or any part thereof, said property being more particularly set forth and described as that lot, piece or parcel of land in Parma, County of Canyon, State of Idaho, more particularly described by metes and bounds as follows: towit:
All those premises including buildings described in Quit Claim Deed dated the 11th. day of January, 1946, wherein Frank Wymer, a widower, is party of the first part, and Ira F. Acre, a bachelor, is party of the second part, more particularly described by metes and bounds as follows:

Commencing at the southwesterly corner of Lot 9, Block 40 of Bates Addition to Parma, Idaho, running thence on and along the northwesterly line of said Lot 9, said Block aforesaid, in a northeasterly direction, for a distance of 24 feet, thence turning at a right angle in a southeasterly direction and running on a straight line in a southeasterly direction for a distance of 50 feet to the southeasterly line of Lot 10, said Block aforesaid, thence turning at a right angle in a southwesterly direction, and running thence on and along the southeasterly line of said

Lot 10, said Block aforesaid, in a southwesterly direction, to the southeasterly corner of said Lot 10, said Block aforesaid, a distance of 24 feet, thence turning at a right angle and running in a north westerly direction a distance of 50 feet to the point and place of beginning.

Said tract of land being 24 feet wide and 50 feet long, and being otherwise described as the southwesterly 24 feet of Lots 9 and 10 of Block 40, Bates Addition to Parma, Idaho, together with all buildings thereon and other appurtenances thereunto belonging.

12. That by this Agreement it is mutually stipulated and agreed between the parties hereto, that the property real as described hereinafter, is now and shall be from this time on the sole and separate property of the said Rose Hoag, sometimes known as Rose Acre, and same person as Rosalin Hoag, to be by her as though she were, is and hereinafter be a person sole and free of any every and all marital obligations as though and as she would have been if no marriage had taken place between hereself and said Ira Acre; that she shall have the right to bargain, sell and convey said property and dispose of same by Will or testament as though she were not married to said Ira Acre does hereby release said peal property following or herein set forth from any claim under any low under which same might or should be classed as Community Property and he farther releases and waives any Community Property right which he might or may have had upon or over said property or any part thereof, said property being more particularly set forth and described as follows; to-wit:

Certain lots, pieces, or parcels of land for Owyhee, County, State of Idaho. All conveyed by warranty deed dated the 3rd of November, 1942. Thomas R. Phillips and B. Phillips, husband and wife, etc. parties of t the first part conveyed to Rose Hoag (being one and the same person as Roaslin Hoag), a married woman, etc, party of the second part,

Lots Nineteen (19) Twenty (20) in Block Two (2), Original townsite of Butte, Owyhee County, Idaho, as the same is platted and recorded in the office of the County Recorder of Owyhee County, Idaho:

TOGETHER With all the water, water rights, ditches and rights of way for ditches appurtenant thereto or in anywise appertaining. The above described property is hereby conveyed to the grantee herein as and for her sole and separate property and for her sole and separate estate, together with all the rents, issues and profits thereof and in o respect as community property; and said property is hereby conveyed to the grantee herein with full power to the said grantee to own, hold, incumber, sell convey, or otherwise use or deal with the said property as and for her sole and separate estate and in all respects as she would or could if a spinster.

And Grave Plot described as follows:

Cemetery Deed. 21st day of August, 1945, Memorial Park Founders Inc., Boise, Ada County, State of Idaho, to Mrs. Rose Hoag and William LeRoy Hoag, Spaces 4, 5, and 6, of Section 96 in 4 Valley-view District of the Cloverdale Memorial Park Cemetery in County of Ada, State of Idaho, according to plat of said contract on file in Recorders office. Also the lot Twenty-one (21) Block Two (2) Butte townsite in Owyhee County, Idaho, according to the official plat thereof now on file and of record in the office of the Recorder of Owyhee County, Idaho, being the same property as Lot 21, Block 2, of the village of Marsing, Owyhee County, Idaho, as the same appears on the revised plat of said village of Marsing now of record and on file in the office of said Recorder of Owyhee County Idaho,

That the foregoing tract has bee conveyed to said second party by Warranty Deed dated July 9, 1948, executed by Lydia A. Pennington, a widow, which said conveyance is credited to Ira Acre and said conveyance to the second party herein is confirmed by said Ira Acre, party of the second part herein.

13. The parties hereto agree further that no further or additional financial, money or property demands whatsoever shall or will be made by either party

upon the other in any divorce action now pending on which may hereafter be filed by either party hereto.

14. That during all stages in the negotiations leading up to this agreement each party has personally considered and represented their own interests without any aid, suggestion or interference of any other party except that both parties jointly, together and mutually employed professional aid in the writing and preparing of this agreement in accordance with the definitely expressed purpose of each party hereto.

IN WITNESS WHEREOF, The parties hereunto have set their hands and seals the day and year first above written.

IRA ACRE (SEAL)
Party of the first part

ROSE HOAG (SEAL)
Party of the Second part.

Witnesses to First Party.

WALTER R. CUPP

Witnesses to Second Party

ACKNOWLEDGMENT

STATE OF IDAHO,)
) ss.
County of Canyon)

On this 20th. day of July in the year 1948, before me Walter R. Cupp, a Notary Public in and for said State, personally appeared Ira Acre, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

WALTER R. CUPP
Notary Public for the State of Idaho
Residing at Caldwell, Idaho

(SEAL)

STATE OF IDAHO)
) ss.
County of)

On this 22 day of July in the year 1948, before me Frank E. Meek, a Notary Public in and for the said State personally appeared Rose Hoag, using the name Rose Acre, and same person as Rosalin Hoag, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

FRANK E. MEEK
Notary Public for the State of Idaho
Residing in Idaho.

(SEAL)

#355726

7922

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CA[illegible]

FILED
.....A.M. 3:28 P.M.
NOV 14 1949
S. S. FOOTE, CLERK
Joann T. Mabey
DEPUTY

HELEN L. BERNARD,
Plaintiff

-VS-

CLARENCE C. BERNARD,
Defendant

JUDGMENT AND DECREE

THIS CAUSE coming on regularly to be heard on the 14th day of November, 1949, before the Court without a jury, and the plaintiff appearing in person and by her attorney, THOS. Y. GWILLIAM, ~~and the defendant appearing by his attorney W.K. JENSEN~~, evidence having been introduced for and on behalf of the plaintiff; witnesses were sworn, examined and cross-examined; and the defendant having introduced no evidence, in his own behalf; findings of facts, and rulings of law having been waived by agreement of counsel; and the Court having been fully appraised in the premises, at this time makes and renders this final judgment and decree;

WHEREFORE, it is ORDERED, ADJUDGED, AND DECREED, and this does ORDER, ADJUDGE, AND DECREE:

1. That the bonds of matrimony now existing between the plaintiff and defendant, be, and the same are hereby forever dissolved.

2. The plaintiff is given the care custody and control, of the minor children, to--wit; Antonette Bernard, and Michael, Dean Bernard, and the defendant shall pay $40.00 per month for such care; and the property ~~settlement~~ agreement heretofore entered

into be and the same is hereby approved.

Dated and signed this 14th day of November, 1949.

Thomas E. Buckner

District Judge.

State of Idaho } ss.
County of Canyon }

I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.

DATED

November 18, 1949

S. S. Foote, Clerk of the District Court and Ex Officio Recorder.

By Jessie Maley

Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FILED
11:20 A.M. ..... P.M.
NOV 17 1949
S. S. FOOS, Clerk
Laura Palmer Deputy

EVELYN LEE MASON,

Plaintiff,

-vs-

HERBERT W. MASON,

Defendant.

D E C R E E.

This matter came on to be heard before the Court at Caldwell, Idaho, on this 17th day of November, 1949, the plaintiff appearing in person and by her attorney, C. H. Higer. The defendant having appeared in said action by filing a demurrer, then withdrew from said cause, and allowed his default to be entered; and there upon, the Court heard the sworn testimony of the plaintiff and her corroborative witness, and from it the Court finds that the defendant has inflicted upon the plaintiff extreme cruelty as alleged in said complaint; the Court further finds that there has been born issue of said marriage, one child, to-wit: Linda Kay Mason, which said child is now of the age of ___ days, having been born on October 19, 1949; the Court further finds that the plaintiff is a fit and proper person to have the care, custody, and control of said child; the Court further finds that the sum of $20 per month is a reasonable sum for the defendant to pay to the plaintiff for the support of said minor child during its minority, or until the further order of this Court; and the Court further finds that all of the community property, which consists of miscellaneous household goods and household furnishings is property which should be awarded to the plaintiff herein.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, by the Court, and this does order, adjudge, and decree, that the bonds of matrimony, heretofore, and now existing between plaintiff and defendant, be, and the same are hereby dissolved, and plaintiff

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

and defendant are absolutely divorce from one another; it is the further order of the Court, that the plaintiff be awarded the care, custody, and control of Linda Kay Mason, the minor child of plaintiff and defendant; and it is the further order of the Court that the defendant pay to the plaintiff the sum of $20 per month for the support of said child, beginning with December 1, 1949, and that the defendant pay to her a like sum of $20 per month on the 1st of each succeeding month thereafter until said child reaches the age of 18 years, and unless this decree be sooner modified by this Court; and it is the further judgment of the Court that all of the community property which plaintiff and defendant have in the jurisdiction of this Court, be, and the same is hereby awarded to the plaintiff as her sole and separate property and estate.

DATED This 17th day of November, 1949.

Thomas E. Buckner
District Judge.

Nov. 17, 1949
Deanna Maloy

C. H. HIGER
ATTORNEY AT LAW
EMMETT, IDAHO

355903

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT,
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FILED
10:30 A.M. P.M.
NOV 18 1949
S. A. FUNK, CLERK
By H. Crowell

FLORENCE THORELL,

Plaintiff,

vs.

WALTER THORELL,

Defendant.

DECREE OF DIVORCE.

This cause came regularly on for hearing before the above entitled court, this 18th day of November, 1949, Frank E. Meek appearing as counsel for the plaintiff and the defendant having been regularly and duly served with summons and complaint in said action, and it further appearing that the defendant is not a person in the military service of the United States of America, as defined by any Act of Congress, or State Legislation, and the defendant having failed to appear herein in person or by counsel, or to plead to said complaint within the time required by law, and his default for having failed to appear or plead to said complaint having been duly entered on the 18th day of November, 1949.

Witnesses were sworn and testified on behalf of the plaintiff and the court having considered all the evidence and testimony in this action, and it having been made to appear to the Court that the plaintiff and defendant were inter-married at Lexington, Nebraska, on the 15th. day of July, 1934, and ever since said date have been and now are wife and husband.

That the plaintiff is now and for more than six weeks last past immediately preceding the commencement of this action, has been a bona fide resident of the State of Idaho; that there are no property rights to be adjudicated in this action; that there has been one child born as the issue of said marriage, to-wit, La Von Thorell, eleven years of age.

And the court being fully advised in the premises, and being of the opinion that all the material allegations contained in the complaint of the plaintiff on file herein are true and correct; that on or about the 1st. day of February, 1948, defendant wilfully and without cause deserted and abandoned plaintiff and ever since said time has continued to so wilfully and without cause desert and abandon the plaintiff and to live separate and apart from her; that defendant for more than one year last past immediately preceding the commencement of this action has wilfully neglected to provide the plaintiff with the common necessaries of life.

It is hereby ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony now existing between plaintiff and defendant, be dissolved and held for naught, and the plaintiff and defendant are hereby absolutely divorced from each other.

That plaintiff be granted sole, custody and control of said La Von Thorell, the minor child of the parties hereto.

Done in open Court this 18 day of Nov, 1949.

Thomas E Buckner
District Judge.

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
November 18, 1949
S. S. Poore, Clerk of the District Court and Ex Officio Recorder.
By L. Vorwell
Deputy

7925

356209

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF [illegible]

* * * * *

VIRGINIA M. SAVILLE,

Plaintiff,

-vs-

HARRY R. SAVILLE,

Defendant.

FILED
10:30 A. M. ..... P. M.
NOV 28 1949
S. S. FOOTE, CLERK
[signature]
DEPUTY

DECREE OF DIVORCE

* * *

The above matter came on regularly to be heard in the above entitled court, without a jury, upon the plaintiff's complaint, the plaintiff appearing in person by her attorney, Cleve Groome, the defendant having been duly and regularly served with summons and process herein and time having elapsed for his appearance and answering plaintiff's complaint and he appearing not either in person or by an attorney, as to the complaint and summons served upon him herein; and a proper non-military affidavit has been made and filed herein, and an order declaring that the defendant was not engaged in the military service of the United States, as defined by the Act of Congress, and a default having been entered against him, and evidence having been produced on the part of the plaintiff herein and the plaintiff having closed her case, and the court having duly considered the same and having arrived at his conclusions in the matter, from which it appears that the plaintiff is entitled to judgment as prayed for in her complaint upon the grounds of extreme cruelty; and the court waives the necessity of filing findings of fact and conclusions of law, but finds that the allegations of plaintiff's complaint are true; now, therefore, it is

ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and they are hereby, dissolved, and the plaintiff and defendant are absolutely divorced one from the other; and it is further

ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the care, custody and control of the minor child of the plaintiff and defendant, William Richard Saville, is awarded to the plaintiff, provided that the said defendant may visit said child during reasonable hours in the daytime; and that the defendant be required to pay the plaintiff the sum of $40.00 per month for the care and support of the said minor child of plaintiff and defendant.

Done in open court this 28th day of November, 1949.

Thomas E Buckner

District Judge

State of Utah)
County of [illegible]) ss.
I hereby certify that the foregoing instrument is a true and [illegible] original as the same appears in this office,
Date)
Nov. 28, 1949
S. S. [illegible] Clerk of the District Court and Ex Officio Recorder.
By Joann Maley
Deputy

356216 7926

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT, OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FREEMAN L. CORNELISON,
Plaintiff,
- vs -
NEXIE L. CORNELISON,
Defendant.

D E C R E E

FILED
10:52 A.M. P.M.
NOV 28 1949
D. A. PAYNE, CLERK
Lavona Payne
DEPUTY

THIS CAUSE Came on regularly for herating this 28th day of November 1949, upon the complaint herein, the proof and testimony in said action.

AND THE COURT FINDS, That the defendant, Nexie L. Cornelison, was regularly served with Summons, at Springfiled, Missouri, and that the defendant is not now, nor never has been, engaged in any branch of the Military Service of the United States, and she having failed to appear in this action in the time allowed by law, or at all, default has been duly entered against her; that all the material allegations of the complaint are true, Therefore:

The plaintiff is entitled to a decree of divorce upon the grounds of extream cruelty, Therefore;

IT IS ORDERED, ADJUDGED AND DECREED, By this Court:

That the bonds of matrimony existing between the plaintiff and defendant, be, and the same are hereby dissolved, and they are absolutly divorced from each other.

Dated this 28th day of November, 1949.

Thomas E Buckner
District Judge.

Nov. 28, 1949
Lavona Payne

356243

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

- - - - - - - -

FILED
NOV 28 1949
J. Caswell
DECREE

JUNE N. ALBERTS,

Plaintiff,

-vs-

ELVIS N. ALBERTS,

Defendant.

This cause came on regularly for hearing before the above entitled Court on the 28th day of November, 1949, CALDWELL AND ALEXANDERSON appearing as counsel for the plaintiff, and the defendant having been duly and regularly served with Summons and Complaint in said action, and defendant having failed to appear herein in person, or by counsel, and said defendant having failed to appear or plead to said Complaint within the time required by law, or at all, and his default for having failed to appear or plead to said Complaint having been duly entered, witnesses were sworn and testified;

AND THE COURT having heard and considered all of the evidence and testimony in said action and it having been made to appear to this Court that the plaintiff and defendant intermarried at Caldwell, Canyon County, Idaho, on or about June 1, 1949, and ever since said time have been and now are husband and wife; and that the plaintiff is now and for more than six full weeks next preceding the commencement of this action has been a bona fide resident of the State of Idaho.

That since said marriage, the defendant has treated the plaintiff in such manner as to distress her to a very large degree, both mentally and physically, and to such an extent as to cause

plaintiff grievous mental and physical pain and suffering, and to such an extent as to constitute extreme cruelty;

That there are no children now born, the issue of said marriage; that plaintiff is now pregnant and expects a child to be born, the child of this plaintiff and defendant, on or about March 1, 1950;

That there are no community property interests to be adjudicated between the parties hereto;

That all of the allegations of the plaintiff's Complaint are true and are sustained by the evidence and proofs submitted upon said hearing, and that plaintiff is entitled to the relief prayed for in her Complaint and that decree should be entered accordingly;

That all the Findings of Fact and Conclusions of Law having been waived by the defendant by his failure to appear in said action or plead to said Complaint in said action;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, and this does ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony now existing between the plaintiff and defendant, be dissolved and held for naught, and that said parties be absolutely divorced.

2. That the defendant pay to this plaintiff the sum of Fifty Dollars ($50.00) per month beginning Dec-1-1949 for her care, maintenance and support and for the care, maintenance and support of said child if and when the same is born, said payments to continue until further order of this Court.

3. That the exclusive care, custody and control of the child to be born on or about March 1, 1950, if said child is born and survives, be and hereby is awarded to the plaintiff, June N Alberts, and that defendant be perpetually estopped, debarred, and enjoined from interfering with the control of said minor child; reserving, however, the right of the defendant to visit said child at proper times and places.

Done in open Court this 28th day of November, 1949.

Thomas C Buckner
District Judge of the above entitled Court.

State of Idaho
County of Canyon } ss

I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.

DATED

November 28 1949

S. C. Foote, Clerk of the District Court and Ex. Officio Recorder.

By L. Powell
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CARIBOU.

WILLIAM CORBETT SR.	Plaintiff	)
vs		: JUDGMENT AND DECREE
EMMA J. CHRISTENSEN CORBETT,	Defendant,	)

This cause having been brought on regularly to be heard upon the complaint filed therin, and the default of the defendant Emma J. Christensen Corbett, duly entered in said action, the plaintiff appearing in person and by his counsel D. K. McLean, and the defendant not appearing either in person or by counsel, and the Court having heard the proofs deduced in said cause, duly considered the same and it appearing therefrom that all the material allegations and averments of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency;

That said matters so alleged and proved by the plaintiff are sufficient to entitle the said plaintiff to the relief prayed for in his complaint; and that plaintiff was a resident of the County of Caribou, State of Idaho, for a period of more than one year immediately preceding the commencement of this action; and it further appearing that summons in said action, together with a copy of the complaint herein, has been served upon Emma J. Christensen Corbett in person, and that she has been summoned to answer and plead to plaintiff's complaint; that the time within which said defendant may appear herein has expired, and that she has made default in this behalf and that her default for not appearing and pleading or answering to plaintiff's complaint herein has been duly and regularly entered herein; on motion of D. K. McLean, counsel for plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED, That the marriage between the plaintiff William Corbett Sr. and the defendant Emma J. Christensen Corbett, be dissolved, and the parties are and

each of them is freed and absolutely released from the bonds of matrimony.

Dated this 5th day of October, 1949.

Isaac N. Reagan
District Judge

STATE OF IDAHO)
: ss.
CARIBOU COUNTY)

I, Colin Chester, Clerk of the District Court and ex-officio Auditor and Recorder of Caribou County, Idaho do hereby certify that the within and foregoing is a full, true and corredt copy of the Degree of Divorce of William Corbett, Sr. and Emma J. Christensen Corbett as the same appears of record and on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of this office at Soda Springs, Idaho this 2nd day of November 1949.

Colin Chester
Clerk of the District Court
Caribou County, Idaho

COPY

7929

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR CARIBOU COUNTY.

VIVIAN O. CLINE Plaintiff,	:	
vs.	:	D E C R E E
JAMES D. CLINE Defendant.	:	

THIS CAUSE came on regularly to be heard on this the 21st day of November, 1949, before the Honorable Isaac McDougall, a Judge of said Court, sitting without a jury, the plaintiff appearing in person and by her attorney and the defendant appearing not but making default, and it appearing to the Court that the defendant has been served with summons for the length of time and in the manner required by law and that the default of the defendant has been regularly entered herein. The Court proceeded to hear the evidence of the plaintiff; the evidence being closed, the Court having considered the law and the evidence, and findings of fact and conclusions of law having been waived, and it appearing to the satisfaction of the Court that each and all of the allegations in plaintiff's complaint are true:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

I. That the bonds of matrimony heretofore existing between the plaintiff, Vivian O. Cline, and the defendant, James D. Cline, be and the same are hereby wholly dissolved and the parties freed from the obligations thereof, and the plaintiff is hereby granted a Decree of Divorce from the defendant.

II. That there are no children to said marriage; that a property settlement has been agreed upon between the parties herein and defendant has agreed to pay to the plaintiff the sum of $3000.00, the value of one-half of the property owned by the plaintiff and the defendant at this time, and it is therefore

Hereby ORDERED that the defendant, James D. Cline, pay to the plaintiff, Vivian O. Cline, the sum of $3000.00 in accordance with their agreement, and plaintiff is restored her maiden name Vivian M. Ogden.

Dated this the 21st day of November, 1949.

Isaac McDougall
District Judge

STATE OF IDAHO)
: ss
COUNTY OF CARIBOU)

THIS IS TO CERTIFY that the within and foregoing DECREE is a full, true and correct copy of the original DECREE as the same appears on file and of record on this the 22nd day of November, 1949.

Colin Chester
Clerk of District Court

(5280).

7930

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA

- - - - - - -

DONNA CARPENTER,

Plaintiff,

vs.

LE ROY C. CARPENTER,

Defendant.

DECREE

- - - - - - -

This cause came regularly on for hearing before the Court on the 19th day of November, 1949, on the complaint of the plaintiff filed herein. The plaintiff appeared in person and by her attorney, S. T. Love, and the defendant having failed to appear, either in person or by an attorney, and it appearing to the Court that due and personal service had been had upon the defendant at Los Angeles, in the State of California, on the 15th day of October, 1949; that the time for appearing and pleading to the complaint of the plaintiff had expired and no appearance, answer or demurrer had been made by the defendant to the complaint of the plaintiff; and it further appearing to the Court that the defendant is not and for a period of more than six months has not been engaged in the military service of the United States or any of its allies, on motion of S. T. Love, attorney for the plaintiff, the default of the defendant was by the Court ordered entered.

Thereupon, witnesses on behalf of the plaintiff were sworn and examined and the plaintiff rested, and it appearing to the Court that the allegations of the complaint of the plaintiff were true and had been supported by the evidence; that all of the community property that is now owned by the plaintiff and defendant is beyond the jurisdiction of this Court and cannot be divided between the parties hereto, and that, by reason of the service of the summons upon the defendant in the State of California, a valid judgment cannot now be made for the support, maintenance and education of the minor children, issue of the said marriage, it was by the Court ordered that the plaintiff have judgment and decree dissolving the bonds of matrimony heretofore and now existing between the plaintiff and defendant and giving and granting to the plaintiff the sole care, custody and control of the minor children, issue of the said marriage, and that the Court retain jurisdiction of this matter for the purpose of dividing the community property between the plaintiff and defendant in the event that any of the community property be brought within the jurisdiction of this Court, and for making an order and decree requiring the defendant to provide for the support, maintenance and education of the minor children, issue of the said marriage.

NOW, THEREFORE, By virtue of the law and by reason of the premises aforesaid, it is hereby ORDERED, ADJUDGED and DECREED:

1.

That the bonds of matrimony heretofore and now existing between the plaintiff, Donna Carpenter, and the defendant, LeRoy C. Carpenter, be and the same are hereby released, dissolved and discharged and the plaintiff and defendant are hereby restored to the status of single persons.

2.

That the plaintiff, Donna Carpenter, be and she is hereby given and granted the sole care, custody and control of Terrilee Carpenter, a daughter, who is now two years old, and Carol Lynn Carpenter, a daughter, who is now one year old.

3.

That this Court retain jurisdiction of this cause to divide the community property between the plaintiff and defendant in the event that any of the community property be brought within the jurisdiction of this Court, and to make an order and decree requiring the defendant to pay for the support, maintenance and education of the minor children, issue of the said marriage.

DATED This 19th day of November, 1949.

S/ Kales E. Lowe

District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Baugh Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of Decree in the Case of Donna Carpenter vs LeRoy C. Carpenter -- Case # 5280

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 19th day of November, 1949.

Wm. Baugh Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder, Cassia County, Idaho

By Phyllis Huntley
Deputy

5283

7931

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA

-O-

VENOLA B. SMITH,

Plaintiff,

vs.

JOHN ERNEST SMITH,

Defendant.

D E C R E E

-O-

The above entitled cause came on regularly for hearing at the request of the plaintiff in open court at Burley, Cassia County, Idaho on this 26th day of November, 1949, before the Honorable Kales Lowe, Judge of said Court. The plaintiff appeared in person and the defendant did not appear either in person or by counsel. It appeared to the Court that the defendant had by Stipulation in writing, admitted due and legal service of the Summons and Complaint upon him and had expressly waived the time allowed by law for appearance in said action, had refused to appear in said action except as stipulated therein, and that the clerk of said court upon the filing of said stipulation had regularly entered the defeault of the defendant.

Witnesses on the part and behalf of the plaintiff were sworn and examined and certain evidence was offered and plaintiff rested and the cause was submitted to the Judge for consideration and decision and it appearing to the Judge that the allegations contained in Plaintiff's complaint, as modified by the stipulation of the parties hereto, are true and are sustained by evidence free from all objections as to its competency, relevancy and admissibility and that the plaintiff is entitled to a decree of divorce from the defendant and to decree awarding to her the care, custody and control of the minor child of the parties hereto hereinafter named, findings of fact and conclusions of law being waived by the plaintiff, expressly, and by the defendant by stipulation,

NOW, THEREFORE, by reason of the law and the premises aforesaid:

It is ordered, adjudged and decreed that the bonds of matrimony now existing between the plaintiff, Venola B. Smith, and the defendant, John Ernest Smith, be and the same are hereby dissolved, and that each party hereto be and each of them is hereby released from all objections thereof, and that the care, custody and control of Doralei Smith , a daughter, born on the 28th day of January, 1939, be and the the same is hereby given and awarded to the plaintiff, subject to a right on the part of the defendant to visit said child at reasonable times, intervals and periods.

Dated in open court at Burley, Cassia County, Idaho this 26th day of November, 1949.

S/ Kales E. Lowe

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm Baugh Jr the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true, and correct copy of "Decree" in the Case of Henola D Smith vs John Ernest Smith -- Case #5283

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 28th day of November, 1947.

Wm Baugh Jr
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Floyda Hunter
Deputy

7932 5269.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF CASSIA.

___0)0___

WILLIAM ARTHUR UPSON,

Plaintiff,

-vs-

AILEEN MAY UPSON,

Defendant.

DECREE OF DIVORCE

___0)0___

This cause came on regularly for trial in open court at Burley, Cassia County, Idaho, on the 26th day of November, 1949, the plaintiff appearing in person and by one of his attorneys, Norman H. Nielson, Esq., and it appearing to the court that the defendant Aileen May Upson has been duly served with summons in the Burley Herald, as required by law, and that she has failed to appear and answer within the time allowed by law and her default having been entered, and upon the evidence on the part of the plaintiff, and the matter having been submitted for judgment, and the court having considered all the evidence in this action, from which it appears that all the material allegations of the complaint are true and as such are found to be the facts, and all and singular the laws and premises being by the court understood and considered.

NOW, THEREFORE, by virtue of the law and by reason of the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, William Arthur Upson, and the defendant, Aileen May Upson, be hereby dissolved, discharged and annulled; and that the plaintiff is hereby relieved and discharged from any and all obligations by reason of said marriage, and that the parties hereto are hereby restored to the status of single persons.

DONE in open court this 26th day of November, 1949.

Kales E. Lowe
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO } ss
County of Cassia }

I, Wm. Baugh Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true and correct copy of "Decree of Divorced in the Case of William Arthur Upson vs Aileen May Upson Case # 5269

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 28th day of November, 1949.

Wm. Baugh Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder, Cassia County, Idaho

By Hayda Hunter
Deputy

7933

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CLEARWATER COUNTY

ELLEN MORETZ,

Plaintiff

vs.

GLEN MORETZ,

Defendant

Case No. 2202
Filed November 7 1949
at 10:15 o'clock A.M.
Gayle Hayden, Clerk
By Helen L. Huff, Deputy

DECREE

The above entitled cause came on duly and regularly for hearing and trial before the Honorable A. L. Morgan, Judge of the above entitled Court in Chambers, at Moscow, Idaho, on the 3rd day of November, 1949, the plaintiff having given testimony before a referee, the defendant not being present and the defendant not appearing and no one appearing for or on his behalf, after the default of the defendant had been duly and regularly entered in the premises for his failure to answer or demur to plaintiff's Complaint within the time allowed to him by law therefor after he had been regularly and duly served with Summons and a copy of the Complaint in this action, and the Court having heard the evidence adduced on behalf of the plaintiff, and having examined the records and files of this action, and having made and entered its Findings of Fact and Conclusions of Law:

NOW, ON THIS DAY, on motion of the attorney for the plaintiff, the following Decree is made and entered by the Court:

IT IS HEREBY ORDERED ADJUDGED AND DECREED:

I.

That the bonds of matrimony now and heretofore existing

between the plaintiff and the defendant be, and the same hereby are, forever dissolved, and that the plaintiff be, and she hereby is, returned to the status of a single person.

II.

That all the right, title and interest of the plaintiff and the defendant, and of the defendant individually or separately in, of and to the following described property situate in Clearwater County, Idaho, to-wit:

Real Property

A plot of land two hundred ten (210) feet square joining west of the school ground and north of the public road on the south side of the northwest quarter of the southwest quarter (NW¼SW¼) of Section Twenty-Three (23), Township Thirty-Six (36) North, Range Three (3) East of the Boise Meridian;

Lot One (1), Block Three (3) of the town of Cavendish, Idaho, and also beginning at the southwest corner of said Lot; thence to a point on the north boundary of the Nez Perce Indian Reservation, on the west line of said Lot One (1) extended; thence easterly along the said north boundary line of said Reservation to a point on the east line of said Lot One (1) extended; thence to the southeast corner of said Lot One (1); thence to the southwest corner of said Lot and point of beginning;

A plot of land two hundred ten (210) feet square joining north of the school ground on the east side of the northwest quarter of the southwest quarter (NW¼SW¼) of Section Twenty-Three (23), Township Thirty-Six (36) North, Range Three (3) East of the Boise Meridian, beginning this description 375 feet north of the southeast corner of the northwest quarter of the southwest quarter (NW¼SW¼) of Section Twenty-Three (23), Township Thirty-Six (36) North, Range Three (3) East of the Boise Meridian, on the east line of said tract;

A plot of land seventy (70) yards wide (north and south) and one hundred forty (140) yards east and west, containing two (2) acres, and joining on the west boundary of the school ground in the southeast corner of the northwest quarter of the southwest quarter (NW¼SW¼) of Section Twenty-Three (23), Township Thirty-Six (36) North, Range Three (3) East of the Boise Meridian.

Personal Property

One (1) lot of household furniture;

Two (2) combines;

One (1) T.D. 14 Bull Dozer;

One (1) Jammer;

One (1) 1945 International truck, Motor No. 28-734; Serial No. 28565;

One (1) 1942 G.M.C. truck, Motor No. 27, 031, 513; Serial No. 89110;

One (1) 1944 G.M.C. truck, Motor No. 270,421,297; Serial No. 325032-A2

be, and the same hereby is, set over to the plaintiff as her sole and separate property, and that the same be and hereby is declared and adjudged to be the sole and separate property of the plaintiff, free and clear of any and all claims of the defendant thereto whatsoever.

III.

That the care, custody and control of Lester David Moretz and Danya Charles Moretz, minor children of plaintiff and defendant, be, and the same hereby are, awarded to the plaintiff, subject only to the right of the defendant to visit the said children at reasonable and seasonable times, and subject to the further orders of this Court.

IV.

That the defendant pay to the plaintiff the sum of One Hundred Twenty-Five Dollars ($125.00) per month as and for the support and maintenance of the said minor children until their majority, unless sooner married or deceased, said payments to be made in monthly installments on the first day of each and every month hereafter.

Dated this 3rd day of November, 1949.

A. L. Morgan
A. L. Morgan
District Judge

Recorded in Book 3 of Judgments at page 332.
Gayle Hayden, Recorder By: Bertie Graham, Deputy

STATE OF IDAHO, }
County of [illegible] } ss.

I, GAYLE [illegible], Clerk of the District Court and Ex Officio [illegible] in and for the County, State of Idaho, do hereby certify [illegible] to be a full, true and correct copy of [illegible] and of record in my office.

WITNESS my hand and official seal hereto affixed this 8 day of November A. D., 1949

Gayle Hayden
CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER

By Bertie Graham
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR CLEARWATER COUNTY

ARLET E. MUSSER, Plaintiff
vs.
CARYL MUSSER, Defendant.

Case No. 2195
Filed ~~October~~ November 22, 1949.

Gayle Hayden
Clerk of the Court
By: Helen L. Huff, Deputy

DECREE

This matter having come on regularly before the Honorable A. L. Morgan, Judge of the District Court of the Second Judicial District of the State of Idaho, and upon written deposition and the plaintiff being represented by his attorney and the defendant having been personally served with summons and appeared and defendant having stipulated that the matter be heard at Moscow, Idaho and defendant and her attorneys having failed to appear at said hearing, the default of the said defendant was ordered entered and was entered, whereupon, the Court proceeded to hear the evidence, both oral and documentary, and from the evidence made findings of fact and drew conclusions of law, and based upon said findings of fact and conclusions of law:

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony uniting the plaintiff, Arlet E. Musser, and the defendant, Caryl Musser nee Conner, be and the same hereby is dissolved and the parties returned to the status of single persons, and the defendant given the right to assume her maiden name.

IT IS FURTHER ORDERED ADJUDGED AND DECREED That the plaintiff Arlet E. Musser is the owner of the following described property as his separate estate:

> Beginning at a point 1,060 feet South and 957 feet West from the Northeast corner of Lot One (1) in Section Thirty-Three (33), Township Thirty-Seven (37) North, Range one (1) E.B.M. in Clearwater County, Idaho, said point being on the West line of Indian Allotment 1837, thence South 136 feet, thence East 160 feet, thence North 136 feet, thence West 160 feet to the point of beginning, also known as Tax No. 401.

Dated this 21 day of November, 1949.

A. L. Morgan
Judge of the District Court

Recorded in Book 3 of Judgments at Page 333
Gayle Hayden, Recorder By Bertie Graham, Deputy

STATE OF IDAHO }
County of Clearwater } ss.

I, GAYLE HAYDEN Clerk of the District Court and Ex-Officio Auditor and Recorder of Clearwater County, State of Idaho, do hereby certify that the foregoing is a full, true and correct copy of an instrument as the same now remains on file and of record in my office.

WITNESS my hand and official seal hereto affixed this 23 day of November A.D, 1949

Gayle Hayden
CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER
By Birtie Graham,
Deputy

7935

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CLEARWATER COUNTY

RUTH MAXINE MOE,

Plaintiff,

-vs-

SELMER THEODORE MOE,

Defendant

Case No. 2208
Filed December 1 1949
at 3:05 o'clock P.M.
Gayle Hayden Clerk
By: Helen L. Huff, Deputy

D E C R E E

In the above entitled cause an order having been heretofore duly made and entered designating Mary Elizabeth Scarlett to take the Testimony in the above entitled cause and report the same to this Court, and said testimony having been so taken and submitted, and it appearing therefrom that the plaintiff is entitled to a divorce as prayed for and it further appearing that the said defendant is in default after having been duly and regularly served with summons and complaint outside the State of Idaho

IT IS HEREBY ORDERED, ADJUDGED and DECREED, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between the plaintiff and defendant be dissolved and the parties are hereby released from all obligations of said marriage .

DATED this 28 day of November, 1949.

A. L. Morgan

A.L. Morgan, District Judge.

Recorded in Book 3 of Judgments at Page 334
Gayle Hayden, Recorder by Bertie Graham, Deputy

28 November 49
Gayle Hayden
By Bertie Graham Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE.

RONALD KEITH BEVER,

Plaintiff,

-vs-

EVELYN L. BEVER,

Defendant.

* * * * * * * * * * * * * * *

JUDGMENT

File 5
Case No. 1138
Date Filed 11-15-49
9:00 o'clock A. M.
James A. O'Neill
CLERK OF COURT,
By
Deputy

THIS CAUSE, Coming on regularly for for hearing this 14th day of November, A.D. 1949, Frank F. Kibler, Esq., appearing as counselfor the plaintiff, and the defendant not appearing by counsel or otherwise, and it appearing to the Court that summons in this cause has been heretofore duly and regularly served upon the defendant herein personally, and the the defendant has failed to answer, appear, or plead to the plaintiff's complaint herein within the time allowed by law, or at all, and on motion of Frank F. Kibler, Esq., attorney for the plaintiff, the default of the defendant for his failure to so appear, plead or answer plaintiff's complaint herein was duly and regularly entered by the Court at chambers on November, 14th, 1949.

WHEREUPON Witnesses were sworn and evidence introduced on behalf of the plaintiff and the cause submitted, from which it appears that all of the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competence, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for;

NOW, THEREFORE, On motion of Frank F. Kibler, Esq., attorney for the plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED, and this does here-

by ORDER, ADJUDGE AND DECREE, that the plaintiff shall have, and he hereby is, granted a divorce from the defendant on the grounds of wilful desertion, and that the bonds of matrimony between said plaintiff and defendant are hereby dissolved; and that parties are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE that the care, custody, control, and maintenance of the minor child, BONNIE LOU BEVER, age about 14 months be, and the same is hereby given, granted and awarded to the defendant, subject to the right of the plaintiff to visit with and be visited by said minor child at reasonable times and place and subject to any further order of the court hereafter in such relation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that the plaintiff, Ronald Keith Bever, shall pay to the defendant, Evelyn L. Bever, for the support and maintenance of said minor child the sum of $30.00 Dollars per month, commencing with the calendar month of November, 1949, such payments to be for the maintenance, support, and education of said minor child and shall continue subject to the further order of the Court hereafter, or until said child shall attain the age of legal majority, die, or otherwise become self-supporting.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, that the personal property of the parties now in possession of the defendant and consisting of household goods, furniture, effects, dishes and cooking utensils, be and the same are hereby given, granted, awarded and distributed to the defendant, Evelyn L. Bever, and to her heirs and assigns forever and hereafter, and the same shall be her own sole and separate property.

Done at Chambers in Boise, Ada County, Idaho, this 14th day of November, 1949.

Charles E. Winsome
DISTRICT JUDGE

FRANK KIBLER
LAWYER
NAMPA, IDAHO

No. 1138

7936 Clerk's Certificate Of True Copy

STATE OF IDAHO,)
) ss
COUNTY OF ELMORE,)

I, JAMES A. O'NEILL, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a true and correct copy of the original .....
Decree of Divorce, Ronald Keith Bever vs. Evelyn L. Bever,
now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at Mountain Home, Ida., this 17th day of Nov. A. D. 19 49

James A. O'Neill ..... Clerk

By Donna Anderson ..... Deputy Clerk

7937

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

RUTH BECK,

Plaintiff,

-vs-

HOWARD MERLE BECK,

Defendant.

DECREE

File 6
Case No. 1141
Date Filed 11-19-49
10:30 o'clock A. M.
James A. O'Neill
CLERK OF COURT,

The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, in Chambers at Boise, in the County of Ada, State of Idaho, upon the 18th day of November, 1949, the plaintiff appearing in person and by her attorney, Perce Hall, and the defendant appearing not, neither in person, by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant Howard Merle Beck had been duly and regularly served with summons in this action and that said defendant has filed his appearance herein and consented to the entry of default judgment against him without further notice of proceedings, and the default of said defendant having been duly entered according to law and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of her complaint and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's complaint in favor of the plaintiff and against the defendant and finds that the

defendant has been guilty of extreme cruelty towards the plaintiff and that by reason thereof the plaintiff is entitled to have dissolved the bonds of matrimony heretofore and now existing between the plaintiff and the defendant;

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff Ruth Beck and the defendant Howard Merle Beck be and the same are hereby dissolved and that the plaintiff be and she is hereby divorced from said defendant.

Done in Chambers at Boise, in the County of Ada, State of Idaho, this 18th day of November, 1949.

CHARLES E WINSTEAD
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE.)

I, James A. O'Neill, Clerk of the District Court of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, State of Idaho, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 19th day of November, 1949.

James A. O'Neill
Clerk of the District Court

By _____
Deputy

4

7938

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

CRYSTAL HARRIS,

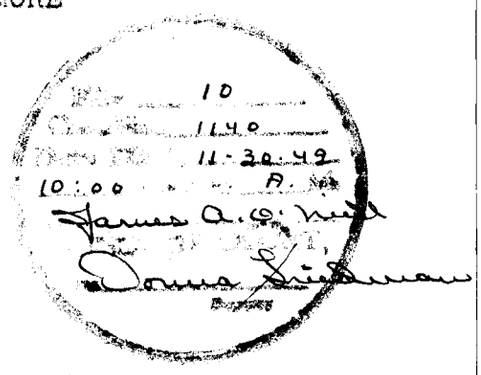
Plaintiff,

-vs-

AMAGEAN HARRIS,

Defendant.

DECREE



The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, in chambers at Boise, in the County of Ada, State of Idaho, upon the 25th day of November, 1949, the plaintiff appearing in person and by his attorney, Perce Hall, and the defendant appearing not, neither in person, by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant Amagean Harris had been duly and regularly served with summons in this action in the manner provided by law and that said defendant had failed to appear and answer, demur or otherwise plead to the plaintiff's complaint within the time allowed by law, and the default of said defendant having been duly entered according to law and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of his complaint and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's complaint in favor of the plaintiff and against the defendant and upon the first cause of action of said complaint the Court finds that the defendant has been guilty of wilful desertion of the plaintiff and upon the second

cause of action of said complaint the Court finds that the plaintiff and the defendant have lived separate and apart from each other for a period of more than five consecutive years without cohabitation, and that by reason thereof the plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the plaintiff and the defendant dissolved;

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff Crystal Harris and the defendant Amagean Harris be and the same are hereby dissolved and that the plaintiff be and he is hereby divorced from said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the care, custody and control of John Lee Harris, minor child of the plaintiff and the defendant, be and the same is hereby awarded to the defendant and that the plaintiff shall pay to the defendant towards the support and maintenance of said minor child the sum of $30.00 on or before the first day of each and every month hereafter and that the plaintiff shall continue to make such payments until such child reaches the age of majority.

Done in Chambers at Boise in the County of Ada, State of Idaho, this 25th day of November, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,)
COUNTY OF ELMORE.) ss.

I, James A. O'Neill, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 30th day of November, 1949.

James A. O'Neill
Clerk of the District Court

By Donna Hindman
Deputy

7939

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR FRANKLIN COUNTY.

- - - - - - - - - - -

Elmer Radwell,

Plaintiff,

vs. : Decree.

Helen Radwell,

Defendant.

- - - - - - - -

The above entitled cause came on for hearing this 12th day of November, 1949, at Chambers, at Pocatello, Idaho, before Honorable L. E. Glennon, Judge of the above entitled Court. P. M. Condie, Esquire, appeared as attorney for plaintiff and the defendant did not appear in person or by attorney.

And it appearing from the file herein that the defendant in this action accepted service of summons and complaint herein and waived time in which to plead and declined to plead to said complaint, and consented that the said matter might be heard at any time at the convenience of the Court either at Preston, Idaho, or at Chambers at Pocatello, Idaho, and without the defendant being present at the hearing; and the Clerk having entered the default of the defendant for failure to plead to said complaint; and the said matter being ready for hearing, on motion of counsel for plaintiff the Court proceeded to hear said cause.

Witnesses were sworn and testified in support of the allegations of the complaint, and the plaintiff rested. And the Court being fully advised in the premises and being satisfied from the evidence that the plaintiff is entitled to the relief prayed for in his complaint:

It is, therefore, Ordered, Adjudged, and Decreed, that the bonds of matrimony existing between the plaintiff and the defendant be and the same are dissolved and declared for naught, and the parties to this action are restored to the status of single persons.

Dated November 12th, 1949.

L. E. Glennon
District Judge.

State of Idaho,
County of Franklin. SS.

I, C. L. Swenson, Clerk of the District Court of the Fifth Judicial District of the State of Idaho, hereby certify that the above is a true copy of a Decree entered in the case of Elmer Radwell, plaintiff, vs. Helen Radwell, defendant, as appears from a comparison with the original instrument now on file in my office.

Witness my hand and the seal of the said District Court this 12th day of November, 1949.

C. L. Swenson
Clerk of the District Court of the Fifth Judicial District of the State of Idaho, in and for Franklin County.
By Bernice Barrington
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR FRANKLIN COUNTY.

Darrell W. Perkins, :

Plaintiff, :

vs. : DECREE

Dorothy Norris Perkins, :

Defendant. :

- - - - - - - - - - -

The above entitled matter came on regularly for hearing before the above entitled Court, with the plaintiff appearing in person and with his Attorney, Ben Johnson; and it appearing to the Court that the said defendant has filed an Acceptance of Service, Appearance and Waiver of the statutory time for answering, and a refusal to plead, whereupon, default was duly entered against said defendant.

It appearing to the said Court from the testimony introduced that the allegations of plaintiff's Complaint are true and after the presentation and hearing of the evidence and the issues in said matter being fully considered by the said Court, and the Court being advised in the law and the premises, and upon Motion of plaintiff's Attorney, said Court entered it's Judgment and Decree as follows:

IT IS HEREBY ORDERED ADJUDGED, and DECREED that the bonds and obligations of matrimony now existing between the plaintiff, Darrell W. Perkins, and the defendant, Dorothy Norris Perkins, be, and the same are hereby dissolved by an absolute DECREE of Divorce.

It is so ordered this 14th day of November, 1949.

I. W. Glennon
District Judge

STATE OF IDAHO,
County of Franklin--ss.

I, C. L. Swenson; Clerk of the District Court of the Fifth Judicial District in and for Franklin County, State of Idaho, hereby certify that the Foregoing Divorce Decree is a true and correct copy of the Original that appears on file in my office in Preston, Idaho.

Witness my hand and seal of said County this 15th day of November, 1949.

C. L. Swenson; Ex-Officio Recorder, and
Clerk of the District Court

By** Bernice Barrington Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR FRANKLIN COUNTY.

- - - - - - - - - - -

Myrl J. McKenzie,

Plaintiff,

vs. : Decree.

Kathleen B. McKenzie,

Defendant.

- - - - - - - - - -

The above entitled cause came on for hearing at Preston, Idaho, this 17th day of November, 1949, before Honorable L. E. Glennon, Judge of the above entitled Court. P. M. Condie, Esquire, appeared as attorney for the plaintiff, and the defendant did not appear in person or by attorney.

And it appearing from the proof on file herein that the defendant has been served with summons by publication as provided in the order made therefor, and that she has failed to appear and plead to plaintiff's complaint within the time allowed by statute, or at all, and the default of the defendant for failure to plead to said complaint having been duly entered by the Clerk, and the said matter being ready for hearing, on motion of counsel for plaintiff the Court proceeded to hear said cause.

Witnesses were sworn and testified in behalf of the plaintiff and the plaintiff rested. And the Court being satisfied from the evidence that the plaintiff is entitled to the relief prayed for in his complaint, and the Court being fully advised in the premises:

It is, therefore, Ordered, Adjudged, and Decreed, that the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and the same are hereby dissolved and declared for naught, and the parties to this action are hereby restored to the status of single persons.

Dated November 17th, 1949.

L. E. Glennon
District Judge.

State of Idaho,
County of Franklin. SS. I, C. L. Swenson, Clerk of the District Cout of the Fifth Judicial District of the State of Idaho, in and for Franklin County, hereby certify that the above is a true copy of a decree entered in the case of Myrl J. McKenzie, plaintiff, vs. Kathleen B. McKenzie, defendant, as appears from a comparison with the original instrument now on file in my office.

Witness my hand and the seal of said District Court this 17th day of November, 1949.

C. L. Swenson
By Denise Barrington Deputy
Clerk of District Court.

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO IN AND FOR THE
COUNTY OF FREMONT

MARY E. PRINGLE,

Plaintiff,

-vs-

DONALD PRINGLE,

Defendant.

DECREE OF DIVORCE

This matter came regularly on to be heard before the Honorable Henry S. Martin, District Judge, on the 21st day of October, 1949. Willard C. Burton, Attorney at Law, appeared for the plaintiff, and no one appeared for or on behalf of the defendant;

And it appearing to the Court, that the defendant, Donald Pringle was duly and regularly served with summons in this action; that thereafter he filed herein his appearance and waiver whereby he submitted himself to the jurisdiction of this court, waived his right under the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, to have this action stayed during the service in the United States Army, and consented that default might be entered against him, and more than twenty days having passed since the said appearance and defendant having failed to appear and plead further or to answer plaintiff's complaint, and the time allowed by law for appearing and answering having expired, and default having been entered against him, and

Competent evidence having been introduced in support of the allegations of the plaintiff's complaint,

NOW THEREFORE, The Court being fully advised in the law and the premises, and on motion of Willard C. Burton, attorney for the plaintiff,

It is hereby ORDERED, ADJUDGED and DECREED: That a decree of divorce be, and the same is hereby granted the plaintiff, Mary E. Pringle, upon the grounds of cruelty, and for fault of the defendant, Donald Pringle, and that certain marriage contracted between the parties on or about the 5th day of April, 1942, be, and the same is hereby, dissolved,

and the said parties are, and each of them is, restored to the status of single persons.

And it is further ORDERED, ADJUDGED, and DECREED: That the maiden name of the plaintiff by which she was known prior to her marriage be, and the same is hereby, restored to her, said maiden name, and the name by which plaintiff shall hereafter be known, being Mary E. Wilkinson.

DONE this 21st day of October, 1949.

Henry S. Martin
District Judge

7942

STATE OF IDAHO,)
COUNTY OF FREMONT,) ss:

I, T. H. Foley, Clerk of the District Court, and Ex-Officio Auditor and Recorder, in and for the County of Fremont, State of Idaho, do hereby certify that the attached is a full, true, and correct copy of a certain Decree of Divorce

Mary E. Pringle vs Donald Pringle

as the same now appears of record on file in my office, as instrument No. 267786

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 28 day of November A. D., 1949.

T. H. Foley
Clerk of District Court, and Ex-Officio Auditor and Recorder.

By Maude Bird
Deputy Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO IN AND FOR THE

COUNTY OF FREMONT

THOMAS A. PETERS,

Plaintiff,

-vs-

BESSIE M. PETERS,

Defendant.

DECREE OF DIVORCE

This matter came regularly on to be heard before the Honorable Henry S. Martin, District Judge, on the 28th day of October, 1949. Willard C. Burton, Attorney at Law, appeared for the plaintiff, and no one appeared for or on behalf of the defendant;

And it appearing to the Court that the defendant was duly and regularly served with summons in this action, and that she failed to appear and plead to the plaintiff's complaint on file herein within the time allowed by law, or at all;

And it appearing to the Court that defendant is not a member of the military or naval service of the United States within purview of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court has heretofore ordered that default be entered against her;

And Competent evidence having been introduced in support of the allegations of the plaintiff's complaint,

NOW THEREFORE, The Court being fully advised in the premises and in the law, and on motion of Willard C. Burton, attorney for the plaintiff,

It is hereby ORDERED, ADJUDGED and DECREED: That a divorce decree be, and the same is hereby, granted the plaintiff, Thomas A. Peters, upon the grounds of desertion, ~~cruelty~~, and for fault of the defendant, and that certain marriage contracted between the parties on or about the 30th day of May, 1943, be, and the same is hereby, dissolved, and the said parties are, and each of them is, restored to the status of single persons.

Done this 28th day of October, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO,
COUNTY OF FREMONT, } ss:

I, T. H. Foley, Clerk of the District Court, and Ex-Officio Auditor and Recorder, in and for the County of Fremont, State of Idaho, do hereby certify that the attached is a full, true, and correct copy of a certain Decree of Divorce

Thomas A. Peters vs Bessie M. Peters

as the same now appears of record on file in my office, as instrument No. 267829

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 28 day of November A. D., 1949.

T. H. Foley
Clerk of District Court, and Ex-Officio Auditor and Recorder.

By Maud Bird
Deputy Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO IN AND FOR THE

COUNTY OF FREMONT

CATHERINE M. HOMER,

Plaintiff,

-vs-

BENJAMIN WALTER HOMER,

Defendant.

DECREE OF DIVORCE

This matter came regularly on to be heard before the Honorable Henry S. Martin, District Judge, on the 18th day of November, 1949. Willard C. Burton, Attorney at Law, appeared for the plaintiff, and no one appeared for or on behalf of the defendant.

And it appearing to the Court that the defendant was duly and regularly served with process in this action, and that he failed to appear and plead to the plaintiff's complaint on file herein, within the time allowed by law, or at all;

And it appearing to the Court that defendant is not a member of the Military or Naval Service of the United States within purview of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court has heretofore ordered that default be entered against him;

And competent evidence having been introduced in support of the allegations of the plaintiff's complaint,

NOW THEREFORE, The Court being fully advised in the premises and in the law, and on motion of Willard C. Burton, attorney for the plaintiff,

It is hereby ORDERED, ADJUDGED AND DECREED: That a decree of divorce be, and the same is hereby, granted the plaintiff, Catherine M. Homer, upon the grounds of cruelty, and for the fault of the defendant, and that certain marriage contracted between the parties on or about the 4 th day of August, 1933, be, and the same is, hereby, dissolved, and the said parties are, and each of them is, restored to the status of single persons.

And it is further ORDERED, ADJUDGED and DECREED: That the custody and control of the minor children of the parties: Edith Fay Homer, Benjamin David Homer, and Ardith Catherine, Homer, be, and the same is hereby awarded to the plaintiff subject to the right of the defendant to visit the said minor children at all reasonable times and places. And the sum of $45.00 is hereby awarded to the plaintiff to be paid each month by the defendant for the support of the minor children.

Henry S. Martin
District Judge

STATE OF IDAHO,)
COUNTY OF FREMONT,) ss:

I, T. H. Foley, Clerk of the District Court, and Ex-Officio Auditor and Recorder, in and for the County of Fremont, State of Idaho, do hereby certify that the attached is a full, true, and correct copy of a certain Decree of Divorce
Catherine M. Homer vs Benjamin Walter Homer

as the same now appears of record on file in my office, as instrument No. 267789

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 28 day of November A. D., 1949.

T. H. Foley
Clerk of District Court, and Ex-Officio Auditor and Recorder.

By Mary Bird
Deputy Recorder

7945

(COPY)

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM.

FILED
NOV 29, 1949
Lillian M. Campbell, Clerk

PEARL O. HUGHES,
Plaintiff,

vs.

CLARK HUGHES,
Defendant.

DECREE OF DIVORCE

This case came on regularly for hearing on the 29th day of November, 1949, before Honorable Thomas E. Buckner, Plaintiff appearing in person and by her attorney, Claude Marcus, of Boise, Idaho.

Defendant appeared by his attorney, J. P. Reed, of Emmett, Idaho.

Whereupon, testimony was introduced in behalf of Plaintiff, and no testimony was submitted in behalf of Defendant, and the court being fully advised in the premises both as to the law and to the facts, finds as follows:

I

That Plaintiff is now and has been for more than six full weeks preceding the filing of this action a bona fide resident of the State of Idaho.

II

That Defendant, Clark Hughes, is not now in the military service of the United States or of any ally in any capacity whatever, but is a resident of Emmett, Idaho, and

presently employed in work at Emmett, Idaho.

III

That the parties to this action were married at Nampa, Idaho, on the 8th day of December, 1945, and are now husband and wife.

IV

That no children have been born of this marriage.

V

That the Separation and Property Division Agreement entered into between these parties and introduced in evidence in this case is fair and equitable and should be approved.

VI

That the proof of Plaintiff, free from legal objection, establishes the allegations of her complaint as true, and by reason thereof, Plaintiff is entitled to a Decree of Divorce on the ground of extreme cruelty.

NOW THEREFORE, Pursuant to the above findings, the court does hereby order, adjudge, and decree as follows:

I

That Plaintiff, Pearl O. Hughes, is entitled to, and she is hereby granted, a full and absolute Decree of Divorce from the Defendant upon the ground of extreme cruelty, and the bonds of matrimony existing between Plaintiff and Defendant are hereby dissolved, and they are restored to the status of single persons.

II

That the Separation and Property Division Agreement

entered into by these parties and introduced in evidence herein, marked Exhibit A, to which reference is made and by such reference incorporated herein, is hereby approved and confirmed.

III

That Plaintiff is hereby restored to her prior name of Pearl O. Jensen.

Dated and signed this 29th day of November, 1949.

Thomas E. Buckner
District Judge

STATE OF IDAHO,)
) SS.
COUNTY OF GEM.)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a full, true and correct copy of the Decree of Divorce filed in my office on November 29th, 1949, and being a part of the files in the case of Pearl O. Hughes vs. Clark Hughes, and recorded on page 571 of Book C of Judgment Records of Gem County, Idaho. (Case No. 2129)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 1st day of December, 1949.

Lillian M. Campbell
Clerk of the District Court
Gem County, Idaho

(COPY)

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM

FILED

____O'CLOCK____

NOV 29 1949

Lillian M. Campbell Clerk

_____ Deputy

LUCY G. BOSTEDER,

Plaintiff,

vs.

RICHARD G. BOSTEDER,

Defendant.

DECREE OF DIVORCE

This cause came on regularly to be heard by the court this 29th day of November, 1949, the plaintiff appearing with her attorney, J. P. Reed, and the defendant making no appearance. It appearing to the court that defendant was duly and personally served with summons in this action and has failed to appear herein and plead to the complaint of plaintiff within the time allowed by law or otherwise, and that the default of the defendant has been duly entered and filed herein, and that a sufficient affidavit of military status has been filed herein showing that the defendant is not in the military service of the United States, thereupon the court heard the testimony of plaintiff in support of her complaint, and testimony in due corroboration thereof, and from such testimony the court now finds that the the matters set out in plaintiff's complaint are true, and that plaintiff is entitled to the relief prayed for in her complaint. Wherefore, pursuant to the law and the evidence, the court now renders judgment in favor of plaintiff and against defendant as follows, to-wit:

1. It is hereby ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between

the plaintiff, Lucy G. Bosteder, and the defendant, Richard G. Bosteder, be, and the same is, hereby absolutely dissolved, and plaintiff and defendant are hereby restored to their former status of unmarried persons.

2. It is hereby ordered, adjudged and decreed by the court the custody of the said minor child of plaintiff and defendant, Ronald J. Bosteder, be, and the same is, hereby awarded to the plaintiff, Lucy G. Bosteder, with the right on the part of defendant to visit said minor child at reasonable times and places and under reasonable circumstances.

3. It is hereby ordered, adjudged and decreed by the court that the community personal property of plaintiff and defendant be, and the same is, hereby alloted to plaintiff and converted into her separate property, to-wit: (1) the household goods, household furniture and household equipment of plaintiff and defendant in Gem County, Idaho; and (2) one 1931 Model A Ford Sedan automobile, with motor number A3,782,635.

4. It is hereby ordered, adjudged and decreed by the court that the defendant is hereby required to pay to the plaintiff the sum of $25.00 per month to aid plaintiff in the care, support and education of said minor child, Ronald J. Bosteder, said payments to be due on first day of each calendar month, beginning with the month of December, 1949, and to continue during the minority of said child.

5. It is hereby ordered, adjudged and decreed by the court that plaintiff have and recover judgment against defendant for $25.00 suit money and $125.00 attorney's fees in this action, or the aggregate sum of $150.00.

Done in open court this 29th day of November, 1949.

Thomas E. Buckner ,

District Judge.

STATE OF IDAHO,)
) SS.
COUNTY OF GEM.)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a full, true and correct copy of the Decree of Divorce filed in my office on November 29th, 1949, and being a part of the files in the case of Lucy G. Bosteder vs. Richard G. Bosteder, and recorded on page 572 of Book C of Judgment Records of Gem County, Idaho. (Case No. 2152)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of November, 1949.

Lillian M. Campbell
Clerk of the District Court
Gem County, Idaho

(COPY)

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM.

* * * * * * * * * * *

FILED

_____O'CLOCK_____

NOV 29 1949

Lillian M. Campbell Clerk

_____ Deputy

GALE JONES,

Plaintiff,

-v-

EULOLA JONES,

Defendant.

D E C R E E

* * * * * * * * * * *

THIS CAUSE, Coming on regularly to be heard by the Court without a jury, this 29 day of Nov. 29, 1949, Delana & Delana, appearing as Counsel for the Plaintiff, and it appearing that the Defendant had been duly and regularly served with Summons and Complaint in said action, and that due and proper proof had been submitted showing the Defendant not to have been and not being in the Military service pursuant to the terms and conditions of the "Soldiers' and Sailors' Relief Act of 1940" and that default had been duly and regularly entered in said action, THEREUPON Witnesses were sworn and examined on the part of the Plaintiff, and the evidence having been closed, the cause was submitted to the Court for its consideration and decision, and the Court being fully advised in the premises, renders its decision as follows:

NOW, THEREFORE, By reason of the law and the premises aforesaid, IT IS HERE* BY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between Plaintiff and Defendant be and the same is hereby dissolved.

2. That the Plaintiff is given the custody of said minor children, HASQUE P., MAGGIE J., ELSIE JOAN and LULU BELLE JONES.

3. That the following described real and personal property is hereby decreed to the Plaintiff as his sole and separate property:

REAL PROPERTY:

A written contract to purchase dated September 29th, 1948, between F. C. Little and Lillian Little, Husband and Wife, of Emmett, Gem County, Idaho, Sellers, and Gale Jones, Plaintiff, of Emmett, Idaho, Buyer, wherein the said Littles agreed to sell to the Plaintiff all that portion of the Southeast Quarter (SE¼) of the Southwest Quarter

(SW¼) of Section Four (4), Township _____, North, Range One (1) West of the Boise Meridian, Gem County, Idaho, which lies East of the Right-of-way of the Last Chance Ditch Company Canal, together with thirty shares of stock in the Last Chance Ditch Company, subject to the right of way of the Union Pacific Railroad Company, upon which contract there has been paid $4,500.00, and upon which contract there is a balance due and remaining of $4,000.00, plus 4% interest per annum from September 29th, 1948, with annual payments due thereon of $800.00 per year on November 1st, 1949, and each year thereafter.

PERSONAL PROPERTY:

Four sows, One pig, Nine cows, Two calves, Two horses, Sixty Chickens, Wagon, Trailer, Hay Rake, a 1935 Ford Car, Small tools, Furniture, Furnishings, Equipment, Dishes, Utensils, Bedding and Linen, including but not limited to: One Oak Bedroom Suite, including a bed, dresser and Chest, One Living Room Suite, including two davenos and Chair and other Oak Rocking Chairs, a Dining Room Suite, including Table and Chairs, Two Beds and a Dresser upstairs, a Wood range, a Hot Water Tank, Kitchen Table and Chairs, and an Electrolux.

DATED: This 29 day of November, 1949.

Thomas E. Buckner
District Judge.

STATE OF IDAHO,)
) SS.
COUNTY OF GEM.)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a full, true and correct copy of the Decree filed in my office on November 29th, 1949, and being a part of the files in the case of Gale Jones, vs. Eulola Jones, and recorded on page 573 of Book C of Judgment Records of Gem County, Idaho. (Case No. 2147)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of December, 1949.

Lillian M. Campbell
Clerk of the District Court
Gem County, Idaho

7948

(COPY)

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM

FILED

O'CLOCK

NOV 29 1949

Lillian M. Campbell, Clerk

Deputy

FLORENCE A. SPENCE, Plaintiff,

vs.

IVAN D. SPENCE, Defendant.

DECREE OF DIVORCE

THIS CAUSE came on regularly to be heard by the court this 28th day of November, 1949, the plaintiff appeared with her attorney, Louie Gorrono, and the defendant made no appearance. And it appearing to the court that thatdefendant was duly served with summons in this action and has failed to appear herein and plead to the complaint of plaintiff within the time allowed by law or at all, and a proper affidavit of military status being on file herein showing that the defendant is not in the military service of the United States of America, thereupon, by order of this court, the default of the defendant was duly entered and filed herein. And said default being duly entered and filed herein, the court heard the testimony of the plaintiff in support of her complaint, together with testimony in corraboration thereof; and it appearing from the evidence that the allegations of plaintiff's said complaint are true, and that plaintiff is entitled to the relief therein prayed for, therefore, pursuant to the law and the evidence, the court now renders judgment as follows, to-wit:

1. It is hereby ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between

L. GORRONO
ATTORNEY AT LAW
EMMETT, IDAHO

the plaintiff, Florence A. Spence, and the defendant, Ivan D. Spence, be, and the same are, hereby absolutely dissolved; and that plaintiff and defendant are hereby restored to their former status of unmarried persons.

2. It is hereby further ordered, adjudged and decreed by the court that the custody of the minor children of plaintiff and defendant, to-wit, Raymond Spence, Audrey Spence, Patsy Spence, and Shirley Spence, be, and the same is, hereby awarded to the plaintiff, Florence A. Spence, with the right in the defendant to visit said children at all reasonable times.

Done in open court this 29th day of November, 1949.

Thomas E. Buckner,
District Judge.

STATE OF IDAHO,)
) ss.
COUNTY OF GEM.)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a full, true and correct copy of the Decree of Divorce filed in my office on November, 1949, and being a part of the filed in the case of Florence A. Spence vs. Ivan D. Spence and recorded on page 574 of Book C of Judgment Records of Gem County, Idaho. (Case No. 2148)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of December, 1949.

Lillian M. Campbell
Clerk of the District Court
Gem County, Idaho

L. GORRONO
ATTORNEY AT LAW
EMMETT, IDAHO

7949

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR GOODING COUNTY.

Elizabeth Jayne Clark, Plaintiff,	)	
- vs -	)	D E C R E E
Neil D. Clark, Defendant.	)	

This cause coming on regularly for hearing in open court on the date stated below, plaintiff appearing in person and by her attorneys Bissell & Bird of Gooding, Idaho, and no appearance being made by or for the defendant, and it appearing that personal service of process was had upon the defendant in the state of Idaho on October 24th, 1949, and clerk's default having been duly entered; and oral and corroborating evidence having been submitted in support of the allegations of the complaint, and the court being fully advised in the premises;

It is hereby ordered, adjudged and decreed that the plaintiff have and recover judgment against the defendant that the bonds of matrimony heretofore existing between the plaintiff and defendant be dissolved; that the plaintiff and defendant be restored to the status of single persons; that custody and control of the minor child of the plaintiff and defendant, Charity Ann Clark, are hereby awarded to the plaintiff, with right of reasonable visitation on the part of the defendant.

It is further ordered, adjudged and decreed that the defendant pay the plaintiff the sum of $60.00 per month for the maintenance, care and support of said minor child and the plaintiff, and further that the defendant pay the sum of $125.00 as costs of this proceeding and attorneys' fees of plaintiff's attorneys, which is hereby fixed as a reasonable fee for said purposes.

It is further ordered, adjudged and decreed that title to Lots 1 and 2, Block 69, Townsite of Gooding, Idaho, together with household goods, furniture and appliances, heretofore acquired by the plaintiff and defendant be and the same hereby is awarded to the plaintiff, subject to outstanding liens and encumbrances.

Dated this 15th day of November, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Elizabeth Jayne Clark -vs- Neil D. Clark

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 15th day of November A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7950

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * *

BEUFORD E. FOLSOM,

Plaintiff,

-vs-

JOHANNA M. FOLSOM,

Defendant.

D E C R E E

* * *

The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, in open Court at Gooding, in the County of Gooding, State of Idaho, upon the 10th day of November, 1949, the plaintiff appearing in person and by his attorney, Perce Hall, and the defendant appearing not, neither in person, by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant Johanna M. Folsom had been duly and regularly served with summons in this action in the manner provided by law and that said defendant has failed to appear and answer, demur or otherwise plead to the plaintiff's complaint within the time allowed by law, and the default of said defendant having been duly entered according to law and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of his complaint and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's complaint in favor of the plaintiff and against the defendant and finds that the

defendant has been guilty of extreme cruelty towards the plaintiff and that by reason thereof the plaintiff is entitled to have dissolved the bonds of matrimony heretofore and now existing between the plaintiff and the defendant;

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff Beuford E. Folsom and the defendant Johanna M. Folsom, be and the same are hereby dissolved and that the plaintiff be and he is hereby divorced from said defendant.

Done in open Court at Gooding, in the County of Gooding, State of Idaho, this 10th day of November, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF GOODING.)

I, Bert Bowler, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now on file and of record in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 10 day of November, 1949.

Bert Bowler
Clerk of the District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

KARIN AASER EVEREST,
Plaintiff,
VS
CHARLES M. EVEREST,
Defendant.

D E C R E E

This cause coming on regularly for hearing before the court sitting without a jury, on the 10th day of November, 1949, and having been duly and regularly reached for trial. The plaintiff appearing in person and by Gigray & Boyd, her attorneys, and the defendant appearing by Beckwith & Langley, his attorneys; and thereupon the parties announced themselves ready for trial and said cause is tried upon the complaint of the plaintiff and the answer of the defendant thereto; and

WHEREUPON the plaintiff introduced evidence in support of the allegations of the complaint and witnesses were sworn and examined on behalf of the plaintiff, and the defendant by his counsel offered no proof and rested his case, and oral argument and findings of fact and conclusions of law having been waived in open court by the parties hereto by their attorneys, and the court being fully advised in the law and premises,

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED by the court that the plaintiff, Karin Aaser Everest be, and she is hereby granted a divorce from the defendant on the grounds of extreme cruelty, and that the bonds of matrimony between the said plaintiff and defendant are hereby dissolved, and the said parties and each of them are hereby released from all obligations thereof and are hereby restored to the status of single, unmarried persons.

GIGRAY & BOYD
ATTORNEYS AT LAW
CALDWELL, IDAHO

It is further ORDERED, ADJUDGED and DECREED and this does ORDER, ADJUDGE and DECREE, that the custody, control, and maintenance of the minor child of the plaintiff and defendant, to-wit, a son, Charles M. Everest, III, age seven and one-half years, be, and the same is hereby awarded, given, and granted the plaintiff, subject to further order of the court as made or could be made hereafter, and subject to the right of the defendant to visit the said minor child at reasonable times and places, such custody, control and maintenance of said child to continue until said child attains the age of majority or until the further order of the court hereafter.

Done in Open Court, at Gooding, Gooding County, Idaho, this 10th day of November, 1949.

D. H. Sutphen
District Judge.

GIGRAY & BOYD
ATTORNEYS AT LAW
CALDWELL, IDAHO

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Karin Aaser Everest -vs- Charles M. Everest

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 10th day of November A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7952

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

AUDREY MAE KING, Plaintiff, -vs- ERNEST C. KING, Defendant.	DECREE OF DIVORCE

This cause came on regularly for trial before the undersigned, the Judge of the above entitled court, on the 12th day of November, 1949, upon plaintiff's complaint, the plaintiff appearing in person and by E. B. Smith of Boise, Idaho, her attorney of record; defendant appearing not, and it appearing to the court that the defendant has been duly, regularly and personally served with summons and a copy of the complaint in this suit; that the time provided by law within which the defendant may appear and plead to plaintiff's complaint having expired, and he having failed, neglected and refused to plead to plaintiff's complaint, or in any manner to appear herein; it appearing on affidavit for default filed herein that the defendant is not in the military service of the United States of America in any capacity whatsoever, and the defendant is not in military service as defined in Sec. 101 (1) of the Act of Congress approved October 17, 1940, and amendments thereto, and cited as the Soldiers' and Sailors' Civil Relief Act of 1940, and Amendments, or in any other Act of Congress, or of the State Legislature, duly adopted and approved, and that an order allowing

default of said defendant has been duly entered herein, on account of his failure so to appear or plead herein; the allegations of plaintiff's complaint, and each of them, being confessed by defendant by his failure to make answer or plead hereto; witnesses on behalf of plaintiff having been called, sworn and having testified, and oral and documentary evidence having been introduced in support of plaintiff's complaint, and no evidence having been introduced by or on behalf of defendant; the plaintiff having rested, the evidence having been considered by the court, and the court being fully advised in the premises, and having found each and all of the allegations of plaintiff's complaint to be true;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree:

That the bonds of matrimony heretofore and now existing between the plaintiff, Audrey Mae King, and the defendant, Ernest C. King, be and they hereby are dissolved, and that said parties are, and each of them is, freed from all the obligations thereof;

That the plaintiff, Audrey Mae King, be and she hereby is decreed the right to resume her maiden name, Audrey Mae White, if she so desires.

DATED: This 12th day of November, 1949.

D. H. Suttphen
District Judge

STATE OF IDAHO)
County of Gooding) ss:

CERTIFICATE

I, BERT BOWLER, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled case and remaining now on file in my office at Gooding, Gooding County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of November, 1949.

(SEAL)

BERT BOWLER, Clerk

7953

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * * * * * * * * * * *

B. A. SLOCUM,
Plaintiff,
vs.
VIRGINIA SLOCUM,
Defendant.

D E C R E E

* * * * * * * * * * * * * * * * *

THIS CAUSE, Having been brought on to be heard this 15TH day of November, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Sydney, Australia, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Virginia Slocum, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, B. A. Slocum, to the relief demanded in the complaint as prayed for;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

DATED at Gooding, Idaho, this 15TH day of November, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of B. A. Slocum -vs- Virginia Slocum

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 15th day of November A. D. 19 49

Bert Bowler

Clerk - Ex Officio Auditor and Recorder

By .....

Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF GOODING

EVELYN N. ZIMMER
Plaintiff,
vs.
RICHARD G. ZIMMER
Defendant.

D E C R E E

The above entitled cause came on regularly to be heard and tried before the court sitting in regular session without a jury on the 15th day of November, 1949, the plaintiff appearing in person and by David Doane of the firm of Doane & Furey, her attorneys, and the defendant appearing by Robert H. Copple of the firm of Davison, Davison & Copple, his attorneys; and, the said cause was thereupon tried upon complaint of the plaintiff and the answer of the defendant, and, the court having heard the testimony and being fully advised in the premises, findings of fact, and conclusions of law having been expressly waived by stipulation of the parties filed in the above entitled cause;

And, there having been offered and admitted in evidence an agreement made and entered into by and between the plaintiff and defendant under date of the 18th day of October, 1949;

And, it appearing to the court that such agreement is fair and equitable and should be confirmed and approved by the court;

IT IS NOW, THEREFORE, ORDERED, ADJUDGED, AND DECREED BY THE COURT AS FOLLOWS:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby,

dissolved, and the plaintiff, Evelyn N. Zimmer, divorced from the defendant, Richard G. Zimmer, and each of the parties hereto restored to the status of a single person;

That the said agreement in writing, made and entered into by and between the plaintiff and defendant under the date of the 18th day of October, 1949, and placed in evidence and attached hereto and marked "Exhibit A", providing for the care, custody, and support and maintenance of the minor child of the plaintiff and defendant, and settling, adjusting, and composing all property rights of the plaintiff and defendant with reference to each other, be, and the said agreement hereby is, approved, ratified, and confirmed, and each the plaintiff and defendant is hereby ordered and directed to comply with the premises thereof.

Done in open court this 15th day of November, 1949

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Evlyn N. Zimmer -vs- Richard G. Zimmer

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 15th day of November A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

A G R E E M E N T

Between: EVELYN N. ZIMMER,
of Boise, Ada County,
Idaho,

First Party,

and

RICHARD G. ZIMMER,
of Seattle, King County,
Washington,

Second Party.

THIS AGREEMENT, Made this 18th day of October, 1949, by and between EVELYN N. ZIMMER, first party, herein called Wife, and RICHARD G. ZIMMER, second party, herein called Husband,

W I T N E S S E T H:

WHEREAS, the parties hereto have, since November 14, 1945, been husband and wife and now are husband and wife; and,

WHEREAS, unfortunate differences have arisen between the parties hereto, as a result of which they have separated and are now living apart from each other; and,

WHEREAS, the parties hereto desire to enter into an agreement for the purpose of confirming their separation and to set forth the terms of their separation which they term to be satisfactory and reasonable for the purpose of disposing of all the property in which the parties are or may become jointly interested; and to make satisfactory disposition of the custody of their minor child;

NOW, THEREFORE, In consideration of the premises and of the mutual covenants and agreements of the parties herein contained;

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

That it shall be lawful for the said parties to continue to live separate and apart from each other, during the term of

their natural lives; and that each of said parties shall, at all times, live separate and apart from the other as if sole and unmarried and may reside, from time to time, at such place or places and may conduct, carry on and engage in any employment, business, or trade that either shall deem fit without any control, restraint, or interference, directly or indirectly, by the other party hereto.

That neither party shall molest the other, nor compel the other to dwell with him or her, by any legal proceedings or otherwise.

That neither party shall be obligated in any respect to maintain or support the other.

Each of the parties hereto does hereby grant and convey to the other all of his or her right, title and interest respectively in and to the community property now in possession of the other.

The wife does hereby release and quit-claim any right, title and interest that she may have in and to that certain 1949 Studebaker Commander convertible automobile now in the possession of the husband.

That from and after the date hereof, the husband shall have the entire care, custody and control of the minor child of the parties hereto, to-wit, Richard E. Zimmer, age three years, and the wife shall have the right to make reasonable visitations at all reasonable times to such child and shall have the right at all reasonable times and places to have such child visit her.

The wife hereby releases the husband from all claims and demands of every character arising out of the marital status of said parties, including attorney's fees which may be incurred in any future divorce action between the parties, costs, temporary

alimony, permanent alimony, support and maintenance, right of family allowance and right to inherit and all claims of every character and description held by the wife against the husband save as herein provided. It is specifically agreed and understood that this agreement comprises the complete adjustment and settlement between said parties of all claims and demands of every character and that the wife shall have no right, title or claim against the second party, save as herein provided.

The wife does and shall accept the provisions herein made for her in full satisfaction of her right to the community property of the respective parties hereto and in full satisfaction or her right to support and maintenance. The wife hereby covenants and agrees that she will not at any time hereafter contract any debts, charge or liability whatsoever for which the husband or his property or his estate shall or may be or become liable or answerable and the wife covenants and agrees that she will at all times hereafter keep the husband free and harmless from any and all debts or liabilities which may hereafter be incurred by her.

That any and all property acquired by either of the parties hereto from and after the date hereof, shall be the sole and separate property of the one so acquiring the same, and each of the said parties hereby respectively grants to the other all such future acquisitions of property as the sole and separate property of the one so acquiring the same.

That each of said parties shall have an immediate right to dispose of or bequeath by will his or her respective interests in and to any and all property belonging to him or her from and after the date hereof, and that said right shall extend to all of the aforesaid property set over to either of the parties hereto under this agreement.

That said parties hereto each hereby waives any and all right to the estate of the other left at his or her death and for-

ever quit-claim any and all right to share in the estate of the other by the laws of succession, and said parties hereby release one to the other all right to be administrator or administratrix or executor or executrix of the estate of the other and hereby release and waive all right to inherit under any will of the other and each of the said parties hereby waives any and all right of homestead in the real property of the other, and said parties hereby waive any and all right to the estate or any interest in the estate of the other for family allowance or by way of inheritance, and from the date of this agreement to the end of the world said waiver of each party in the estate of the other party shall be effective and they shall have all the rights of single persons and maintain the same relation of such towards each other.

In the event that either of the parties hereto begins an action for divorce, this agreement shall be binding and effective as to the disposition of their properties and shall be presented to such Court if such divorce is to be obtained for approval and should that Court not approve the same, then no decree of divorce shall be entered with provisions contrary to this agreement, except upon notice to the other party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Evelyn N. Zimmer

Richard Zimmer

STATE OF IDAHO)
) ss.
County of Ada)

On this 18th day of October, 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared EVELYN N. ZIMMER, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that

she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

David Doane
Notary Public in and for the State of Idaho, residing at Boise, Idaho

STATE OF WASHINGTON)
) ss.
County of King)

On this 26 day of Oct 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD G. ZIMMER, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Ruth E Hopkins
Notary Public for Washington

Residence: Seattle, Washington

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

* * * * *

WALLACE W. CASTLE, Plaintiff, vs LILLIAN CASTLE, Defendant.	JUDGMENT AND DECREE

* * * * *

This cause coming on regularly to be heard this 15TH day of November, 1949, before the court without a jury, and it appearing that the default of the defendant, Lillian Castle, having heretofore been entered, and having failed to appear, answer, demur, or otherwise plead to the Complaint on file herein, and an order having heretofore been entered herein ordering that depositions be taken in the above-entitled matter, and the said depositions having been returned to the Clerk of the Court, and the same having been published as prescribed by law, and the court having duly considered the evidence introduced by plaintiff, whereby it appears that the allegations of plaintiff's cause of action contained in plaintiff's Complaint on file herein are sustained by testimony free from all prejudice as to competency, admissibility and sufficiency, and it further appearing that the matters so alleged and proved by the evidence are sufficient to entitle the plaintiff to the relief prayed for in said Complaint, and that the plaintiff is entitled to a divorce on the grounds of extreme cruelty, and the cause having been submitted to the court for its consideration and decision, and the case being closed and the laws in the premises being fully understood by the court, the court at this time makes and renders its final decision, judgment and decree.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, And this does order, adjudge and decree:

1. That the bonds of matrimony heretofore existing between the plaintiff, Wallace W. Castle, and the defendant, Lillian Castle, be forever dissolved.

D. H. SUTPHEN
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Wallace W. Castle -vs- Lillian Castle

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 15th day of November A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7956

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

C. R. Gardner,

Plaintiff,

vs.

Pearl Gardner,

Defendant.

JUDGMENT

The above matter came on regularly for trial before the above court sitting in regular session at Gooding, Idaho, this 15th day of November, 1949, the plaintiff appearing in person and by his attorneys, James, Shaw & James, and the defendant appearing by her guardian ad litem, M. F. Ryan, heretofore duly appointed by the court as guardian ad litem to represent the defendant. It appeared further and the court finds that the defendant had been duly and personally served in the State of Wyoming pursuant to an order of the court. Whereupon evidence duly corroborated was introduced and admitted on behalf of the plaintiff in support of the allegations of his complaint and witnesses for the plaintiff were cross-examined by the said guardian ad litem, who is an attorney of this court, and the making of finding of fact and conclusions of law were expressly waived by said guardian ad litem. Wherefore the court finds the allegations of the complaint are true and correct and that plaintiff and defendant have lived separate and apart without cohabitation continuously since September, 1935, and further that the plaintiff is and for much more than six weeks immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

WHEREFORE, It is hereby ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore and now existing between the

plaintiff and defendant are hereby absolutely dissolved and that each of said parties is hereby restored to the status of a single person.

GIVEN UNDER MY HAND this 15th day of November, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of C. R. Gardner -vs- Pearl Gardner

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 15th day of November A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7957

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

THIRSA M. BREWER,

Plaintiff,

-vs-

LeROY U. BREWER,

Defendant.

J U D G M E N T

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho, this 15th day of November, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the court finds that the defendant had been duly and personally served with process and that he had failed to appear or plead to said complaint within the time fixed by law, and that the default of the defendant for his failure to so appear has been duly entered by the Clerk of the Court.

Whereupon, evidence duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of habitual intemperance as charged in the said complaint, and that the plaintiff is and for more than six weeks immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

WHEREFORE, IT IS ORDERED, ADJUDGED and DECREED That the bonds of matrimony heretofore and now existing between the plaintiff and the defendant are hereby absolutely dissolved and that each of said parties is hereby restored to the status of a single person, that the sole custody, care and control of the minor child of plaintiff and defendant, namely, Robert

Stanley Brewer, be and is hereby awarded to the plaintiff, and that the household goods and furniture belonging to the plaintiff and defendant be and are hereby awarded to the plaintiff.

GIVEN under my hand this 15th day of November, 1949.

/s/ D. H. Sutphen
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Thirsa M. Brewer -vs- LeRoy U. Brewer

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 15th day of November A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7958

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

MILDRED TURNER, Plaintiff, vs. CHARLES TURNER, Defendant.	DECREE OF DIVORCE

This cause coming on regularly to be heard this day before the Court in open Court, Plaintiff appearing in person and by her attorneys, Davison & Davison, and Defendant appearing not, either in person, by attorney or otherwise; and it appearing to the Court from the records and files herein that the Defendant filed in this action an acknowledgement of service of Summons, and the Defendant having failed to appear and plead further in said action within the time provided by law or at all, and the Court having heretofore ordered the default of the Defendant entered, and said default having been duly entered; and

The Court having heard the evidence and proof submitted by Plaintiff and on her behalf in support of Plaintiff's Complaint, and after having duly considered the same and being fully advised in the premises, the Court finds that all of the allegations of Plaintiff's Complaint are true, and that Defendant has willfully and without cause deserted and abandoned Plaintiff for more than one year immediately preceding the commencement of this action, and that Defendant is guilty of willfull desertion of Plaintiff.

WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. That the bonds of matrimony heretofore existing between Plaintiff and Defendant be and the same are hereby dissolved and held for naught, and each of the parties hereto freed from the obligations of said marriage.

2. That Plaintiff shall have sole custody of the minor children of said marriage, namely: Joyce Turner, born September 10, 1933; Donna Turner, born February 27, 1938; and Charles Turner, born June 11, 1940, provided that Defendant shall have the right to visit such children at reasonable times.

3. That Defendant shall pay to Plaintiff for the care, maintenance and support of said minor children during their minority, the sum of One Hundred Dollars each month not later than the 5th day of the month.

4. That the agreement made and entered into under date of February 18th, 1946 is hereby approved.

Done in open Court this 15th day of November, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Mildred Turner -vs- Charles Turner

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 15th day of November A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

2-hs

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

BLANCHE BARIL DUBUC, Plaintiff, -vs- JOSEPH A. DUBUC, Defendant.	DECREE OF DIVORCE

The above entitled cause came on for hearing before the court in the County Court House at Gooding, in the County of Gooding, State of Idaho, on the 15th day of November, 1949, the plaintiff appearing in person and by Edith I. Miller, the attorney of record for the plaintiff, and the defendant not appearing either in person or by attorney;

Upon said hearing it appearing to the satisfaction of the court from the records, files and proceedings in the above entitled action that the defendant herein, Joseph A. Dubuc, was duly and regularly served with process in the manner required by law, and the defendant having failed otherwise to appear and having failed to answer, demur or otherwise plead to the complaint of the plaintiff herein, and the time for so answering, demurring or otherwise pleading to said complaint having expired; and it satisfactorily appearing to the court from the affidavit filed by said plaintiff that the said defendant is not in the military service of the United States of America in

any capacity whatsoever, and the default of said defendant, Joseph A. Dubuc, for his failure to otherwise appear and to answer, demur or otherwise plead to said complaint having been duly entered according to law, the court heard the testimony introduced in behalf of Blanche Baril Dubuc and in support of her complaint, and the cause was thereupon submitted to the court for its decision, and the court having duly considered the law and the evidence and being fully advised in the premises and it appearing therefrom, the court finds on the issues in the cause in the favor of the plaintiff and against the defendant, and that by reason thereof the said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the plaintiff and defendant dissolved, and to be divorced from the defendant;

The court further finds that the plaintiff is now, and for a period of more than six weeks next immediately preceding the commencement of this action has been, an actual and bona fide resident of the State of Idaho;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage between the plaintiff, Blanche Baril Dubuc, and the defendant, Joseph A. Dubuc, be, and the same hereby is, dissolved, and the said plaintiff be, and she hereby is, divorced from the defendant, and each the said plaintiff and the said defendant is hereby restored to the status of a single person.

DONE in open court this 15th day of November, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Blanche Baril Dubuc -vs- Joseph A. Dubuc

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 15th day of November A. D. 19 49

Bert Bowler
Clerk, Ex Officio Auditor and Recorder

By .....
Deputy

7960

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

- - - - - - -

MARTHA ROBERTSON,
Plaintiff,
-vs-
BERT M. ROBERTSON,
Defendant.

D E C R E E E

- - - - - - -

THIS CAUSE, Having been brought on to be heard this 15TH day of November, 1949, Blaine & Ambrose appearing as counsel for the plaintiff her in, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Venice, Los Angeles County, California and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Bert M. Robertson, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Martha Robertson, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided

does order, adjudge, and decree that the marriage existing beetween the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the property settlement agreement entered into between the plaintiff and the defendant is hereby ratified, approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of Diana L. Robertson, the minor child of the plaintiff and defendant, be awarded to the plaintiff with the proviso that the defendant shall have the right, during the three summer months of each year, to have said minor child live with him and be under his care and control.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant herein shall pay to the plaintiff herein for the care and support of the minor child of the plaintiff and defendant the sum of five ($5.00) dollars per week during such time as the said child is in the care, custody and control of the plaintiff.

DATED at Gooding, Idaho, this 15TH day of November, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Martha Robertson -vs- Bert M. Robertson

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 15th day of November A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

IRA GRIM, Jr.,)
Plaintiff,)
-vs-) DECREE
JOYCE HETRICK GRIM, Jr.,)
)

This cause came on regularly for hearing the 25th day of November, 1940, before the Court without jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required to demur, answer or plead to said complaint had expired, the default of the defendant was duly and regularly entered herein; whereupon the Court proceeded with the trial of said cause.

Witnesses were called, sworn and testified for and on behalf of plaintiff and the case was submitted to the Court for final determination and decision, and the Court having found that the plaintiff and defendant were duly married at Winnemucca, Nevada in April, 1946, and that the plaintiff has been for more than six weeks last past a bona fide resident of the State of Idaho, and that the defendant, disregarding the solemnity of her marriage vows has deserted and abandoned the plaintiff for more than one full year immediately preceding the commencement of this action.

The Court therefore ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's complaint.

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same are hereby dissolved and the plaintiff and defendant are absolutely freed from all obligations thereof.

DATED: This 25th day of November, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Ira Grim, Jr. -vs- Joyce Hetrick Grim, Jr.

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 25th day of November A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

Alice O'Dell,

Plaintiff,

vs DECREE OF DIVORCE

Hubert Neil O'Dell,

Defendant.

This cause coming on regularly for trial before D. H. Sutphen, Judge of the above court and the trial thereof having been regularly had and the court having heard the testimony and evidence introduced and being fully advised in the premises finds that the defendant, Hubert Neil O'Dell was convicted of a felony on or about the 13th day of January, 1949 in the above entitled court and sentenced to serve a term not more than two years in the penitentiary of the State of Idaho and ever since has been and now is confined in said penitentiary. The court further finds that the defendant is guilty of cruelty as charged in the complaint in this action. That by reason of the above the plaintiff should be granted a divorce from the defendant.

NOW THEREFORE it is hereby ordered, adjudged and decreed that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby permanently dissolved. The plaintiff is hereby awarded the care, custody and control of Hubert Neil O'Dell, Jr. and Kenneth Charles O'Dell the minor children of plaintiff and defendant. The plaintiff is hereby awarded as her separate property all household goods, furniture and household equipment, bedding, dishes, stoves and fruit jars, and other personal property now in her possession. The defendant is hereby awarded as his separate property the 1934 Chevrolet Pickup and trailerhouse referred to in the complaint.

Given under my hand at Gooding, Idaho this 26TH day of November, 1949.

D.H. SUTPHEN

DISTRICT JUDGE.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Alice O'Dell -vs- Hubert Neil O'Dell

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 26th day of November A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7963

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF GOODING.

Tharon K. Dille,

Plaintiff,

vs

DECREE OF DIVORCE.

Elcie A. Dille,

Defendant.

This cause coming on regularly for trial before D. H. Sutphen, Judge of the above court at Gooding, Idaho and the trial thereof being had and the court having heard all of the testimony and evidence introduced and being fully advised in the premises finds that the defendant is guilty of extreme cruelty toward the plaintiff and that a divorce should be granted to the plaintiff from the defendant.

NOW THEREFORE it is hereby Adjudged and Decreed that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby permanently dissolved. Plaintiff is hereby awarded as his separate property free and clear of all claims on the part of the defendant the Ford Sedan referred to in the complaint; also the stock of merchandise and the equity in the store building referred to paragraph IV of the complaint and more particularly described as North half of Lot 4 in Block 85 of the Townsite of Wendell, Gooding County, Idaho. All of the household goods, furniture and equipment of the parties and referred to in paragraph IV of the complaint is hereby set aside to the defendant as her sole and separate property free and clear of all claims on the part of the plaintiff; plaintiff is directed to make payment of any indebtedness against same.

Dated at Gooding, Idaho this 29TH day of Nov. , 1949.

D. H. SUTPHEN

DISTRICT JUDGE.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Tharon K. Dille -vs- Elcie A. Dille

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 29th day of November A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

DIANA WING WILLIAMS,
Plaintiff

VS

JOHN K. WILLIAMS,
Defendant.

D E C R E E

This cause coming on to be heard before the Court this 30th day of November, 1949, the plaintiff being present in person and being represented by Joseph McFadden, her attorney, the defendant being represented by Everett B. Taylor, his attorney, the following proceedings were had:

It appearing to the Court that a duly verified answer had been filed in the said action by the defendant and that the said action was ready for trial; that the said parties had agreed that the said action should be tried before the Court, without a jury, at this time, and that each of the said parties were ready for trial. The Court after hearing the testimony submitted for and on behalf of the plaintiff, with the issue of the plaintiff's domicile having been contested, and corroborative evidence submitted thereon, and both sides having rested; the Court having considered the law and the evidence, now finds that all material allegations of the complaint are true and correct; that plaintiff is, and for more than six weeks immediately prior to the filing of the complaint in this action has been a bona fide resident of Blaine County, State of Idaho, in which County she had place of residence and domicile, and the Court having rendered its decision herein in writing, consisting of Findings

of Fact and Conclusions of Law, which said decision is in favor of said plaintiff,

NOW THEREFORE, in accordance therewith, IT IS ORDERED, ADJUDGED AND DECREED, That the marriage between the plaintiff Diana Wing Williams and the defendant, John K. Williams, be, and the same hereby is, dissolved and said parties and each of them be released from the bonds of matrimony and the Agreement of the parties be ratified and confirmed.

Done in Open Court at Gooding, Idaho, Gooding, County, Idaho. this 30th day of November, 1949.

D. H. SUTPHEN
DISTRICT JUDGE

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Diana Wing Williams -vs- John K. Williams

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 30th day of November A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

7965

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR GOODING COUNTY.

****

EDNA WESCOTT,
Plaintiff,
vs.
HARRY WESCOTT,
Defendant.

D E C R E E.

****

This cause coming on to be heard on this 30th day of November, 1949, before the undersigned, Judge of the above entitled court, and, it appearing that the defendant has been duly and regularly served with summons by personal service outside the State of Idaho in lieu of publication, and, it also appearing that the defendant is not a person in Military Service as defined by Section 101 (1) of the Act of Congress approved October 17, 1940, or any Amendments or Supplements thereto cited as the Soldiers and Sailors Relief Act of 1940, or any other Act of Congress or of the State Legislature of the State of Idaho, duly adopted and approved; and, it further appearing that the defendant has made no appearance by demurrer, answer or otherwise, within the time allowed by law; whereupon, default of the defendant was duly and regularly entered in the premises, witnesses on the part of the plaintiff having been duly sworn and examined, and the Court being fully advised in the premises, ordered that judgment be entered in favor of the plaintiff;

NOW, THEREFORE, by reason of the law and the premises aforesaid, IT IS ORDERED, ADJUDGED, AND NOW DECREED, That

the bonds of matrimony hitherto existing between the plaintiff and the defendant, be, and the same are hereby dissolved, cancelled, annulled and held for naught, as fully and completely as if the same had never been upon the grounds of desertion and living separate and apart without cohabitation for more than five years prior to filing this action as alleged and set forth in the complaint herein, and that each of the parties hereto, after the entry of this decree, be, and they are, hereby restored to the status of single persons.

Dated: November 30, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO,)
County of Gooding,) (ss.

I, BERT BOWLER, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for Gooding County, hereby certify that I have compared the foregoing copy with the original decree in the above entitled action, filed and entered in my office on the 30th day of November, 1949, and the same is a full, true and correct copy of such original and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 30th day of November, 1949.

Bert Bowler
Clerk.

By _____
Deputy Clerk.

7966

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

HELEN C. BARNEY,	)	No. 5187
Plaintiff,	)	**D E C R E E**
vs	)	Entered & Filed Nov 5,1949
IVAN BARNEY,	)	Carl T. Reuter, Clerk of District Court
Defendant.	)	

The above entitled cause came on duly and regularly for hearing on this 5th day of November, 1949, at Chambers in Lewiston, Idaho, before the Honorable Leo McCarty, Judge of the above entitled court. The plaintiff appeared in person and by her attorney of record, Paul G. Eimers. Neither the defendant, nor any person or persons in his behalf, appeared.

It appearing to the Court that the defendant was duly and regularly personally served with Summons and Compdaint in the County of Gooding, State of Idaho, on October 12, 1949, and that he, the defendant, has not answered, demurred, or otherwise appeared in said cuase, and that the time for such appearance has expired, and the defendant is now in default;

It appearing also from the files herein, and particularly from plaintiff's affidavit, that the defendant is not, nor has he been at any time since the filing of the complaint in this cause, engaged in the military service of the United States of America or of her allies, and said affidavit appearing sufficient under the Soldier's and Sailor's Relief Act, and the defendant having been in default, and his default having been entered herein duly and regularly, according to law, and the evidence having been adduced, heard and considered by and on behalf of the plaintiff,

PAUL G. EIMERS
ATTORNEY AT LAW
RST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

and it appearing therefrom that the allegations of plaintiff's compaint are true; and said cause having been fully submitted to the Court, and the Court being fully advised, and having found that the allegations of plaintiff's complaint are true;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED: That the plaintiff, Helen C. Barney, be, and she is hereby granted an absolute divorce from the defendant, Ivan Barney, and the bonds of matrimony now and heretofore existing between them are hereby forever dissolved;

That the defendant, Ivan Barney, be, and he is hereby required and ordered to pay to the plaintiff the sum of $25.00 per month for the support, maintenance, and education of Robert N Barney, minor child of Helen C. Barney and Ivan Barney, until said child shall reach the age of majority, said child now being of the age of one year;

That the plaintiff, Helen C. Barney be, and she is hereby awarded sole and exclusive custody of Robert N. Barney, minor, subject only to the right of the defendant, Ivan Barney, to see and visit said child at any reasonable time.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff, Helen C. Barney, do have and recover from the defendant, Ivan Barney, $75.00 as attorney's fees, and her costs and disbursements herein in the amount of $16.40, making a total of $91.40.

Done at Chambers at Lewiston, Idaho, this 5th day of November, 1949.

LEO McCARTY
District Judge

CERTIFICATE

STATE OF IDAHO } ss.
County of Idaho }

I, Carl T. Reuter, Clerk of the District Court of the Tenth Judicial District of the State of Idaho, in and for the County of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the Record of the instrument it purports to be, together with the endorsements thereon in the case of Helen C Barney, Plaintiff vs. Ivan Barney, Defendant, as the same appears of record in my office in Book 9 Judgment Record on page 37 thereof.

WITNESS my hand and official seal this 6 day of Dec, A. D., 1949, at Grangeville, Idaho.

CARL T. REUTER, Clerk of District Court
By Carl J. Waite, Deputy

(Seal)

7967

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

OUITA LADAS, Plaintiff, vs. JAMES C. LADAS, Defendant.	)	No. 5189 D E C R E E Entered & Filed Nov. 5,1949 Carl T. Reuter, Clerk of District Court

The above entitled cause came on duly and regularly for hearing on this 5th day of November, 1949, before the Honorable Leo McCarty, Judge of the above entitled court. The plaintiff appeared in person and by her attorney of record; neither the defendant, nor any person or persons in his behalf, appeared.

It appearing to the court that the defendant was duly and regularly personally served with summons and complaint in the County of Maricopa, State of Arizona, on the 10th day of October, 1949, pursuant to an order of this court for personal service of summons and complaint outside the State of Idaho, in lieu of publication of summons, and that the defendant has failed to appear, answer, demur, or otherwise plead to said summons and complaint within the time allowed by law, and that he is in default, the time for such appearance having expired, and the default of the defendant having been duly and regularly entered herein;

It appearing also from the files herein, and particularly from plaintiff's affidavit, that the defendant is not, nor has he been at any time since the filing of the complaint in this cause, engaged in the military service of the United States of America or her allies, and evidence having been presented by and on behalf of the plaintiff, and it appearing therefrom that the allegations of the

PAUL G. EIMERS
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

complaint filed herein are true; and said cause having been submitted to the court, and the court being fully advised;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED: That the plaintiff, Ouita Ladas, be , and she is hereby granted an absolute divorce from the defendant, James C. Ladas, and the bonds of matrimony heretofore existing between them are forever dissolved;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: That the plaintiff, Ouita Ladas, be, and she is hereby granted and awarded sole and exclusive custody of the minor children of plaintiff and defendant, whose names and ages are as follows: Brenda Jean Ladas, age 9; James C. Ladas, Jr., age 8; and Linda Irene Ladas, age 2; provided, however, that if the defendant, James C. Ladas shall provide and contribute to the support, maintenance and education of said minor children the sum of $100.00 per month until each and all of said children have reached the age of majority, then he, the defendant, shall have the right to see and visit said children at any and all reasonable times.

Done at Chambers at Lewiston, Idaho, this 5th day of November, 1949.

LEO McCARTY
District Judge

CERTIFICATE

STATE OF IDAHO } ss.
County of Idaho }

I, Carl T. Reuter, Clerk of the District Court of the Tenth Judicial District of the State of Idaho, in and for the County of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the Record of the Instrument it purports to be, together with the endorsements thereon in the case of Ouita Ladas, Plaintiff vs. James C. Ladas, Defendant; as the same appears of record in my office in Book 9 Judgment Record on page 98 thereof.

WITNESS my hand and official seal this 6 day of Dec, A. D., 1949, at Grangeville, Idaho.

CARL T. REUTER, Clerk of District Court
By Bob Jr. Hartz, Deputy

(Seal)

7968

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

THELMA C. POLLAN, Plaintiff, vs. FRANK L. POLLAN, Defendant.) No. 5192

DECREE

Entered & FILED AT ____ O'CLOCK ____ M. NOV 9 1949

CARL T. REUTER
Clerk of District Court
By Bob J. Waite Deputy

The above entitled cause came on duly and regularly for hearing on the 9th day of November, 1949, at Chambers in Lewiston, Idaho, before the Honorable Leo McCarty, Judge of the above entitled court. The plaintiff appeared in person and by her attorney of record, Paul G. Eimers; neither the defendant, nor any person or persons in his behalf, appeared.

It appearing to the court that the defendant was duly and regularly personally served with summons and complaint in Idaho County, State of Idaho, on the 17th day of October, 1949, and that he, the defendant, has not answered, demurred, or otherwise appeared in said cause, and that the time for such appearance has expired, and the defendant is now in default;

It appearing also from the files herein, and particularly from plaintiff's affidavit, that the defendant is not, nor has he been at any time since the filing of the complaint in this cause, engaged in the military service of the United States of America or her allies, and evidence having been presented by and on behalf of the plaintiff, and it appearing therefrom that the allegations of the complaint filed herein are true; and said cause having been submitted to the court, and the court being fully advised;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

PAUL G. EIMERS
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

That the plaintiff, Thelma C. Pollan, be, and she is hereby granted an absolute decree of divorce from the defendant, Frank L. Pollan, and the bonds of matrimony heretofore existing between them are hereby forever dissolved; and the agreement made by and between the parties, dated the 12th day of October, 1949, is a fair, just and equitable agreement, and is hereby approved and made a part of this decree as if fully set forth herein.

Done at Chambers at Lewiston, Idaho this 9th day of November, 1949.

LEO McCARTY
District Judge

CERTIFICATE

STATE OF IDAHO } ss.
County of Idaho }

I, Carl T. Reuter, Clerk of the District Court of the Tenth Judicial District of the State of Idaho, in and for the County of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the Record of the Instrument it purports to be, together with the endorsements thereon in the case of Thelma C. Pollan, Plaintiff vs. Frank L. Pollan, Defendant; as the same appears of record in my office in Book 9 Judgment Record on page 39 thereof.

WITNESS my hand and official seal this 6 day of Dec, A. D., 1949, at Grangeville, Idaho.

CARL T. REUTER, Clerk of District Court
By Bob J. Harte, Deputy

(Seal)

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

GEORGE H. BOHAN, Plaintiff, vs. MARIAN ELIZABETH BOHAN, Defendant.	)	No. 5202

7969

DECREE OF DIVORCE

This cause came on regularly for hearing and trial before the Honorable Leo McCarty, Judge of the above entitled court, in open court on the 19th day of November, 1949, at the hour of Ten o'clock A.M., at Grangeville, Idaho, upon the Complaint of the plaintiff and the Answer of the defendant thereto. The plaintiff appeared in person and was represented by his attorney, Paul C. Keeton; the defendant did not appear in person but was represented by her attorney, Paul W. Hyatt.

Witnesses were sworn and examined and the cause submitted and the making of Findings of Fact and Conclusions of Law having been waived by the plaintiff and defendant through their respective counsel;

NOW, On this day, the following Decree is made and entered by the Court.

IT IS HEREBY ORDERED ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the plaintiff and defendant be, and the same are hereby forever dissolved and the plaintiff be, and he is awarded and granted an absolute decree of divorce from the defendant; and the plaintiff and the defendant, and each of them, be, and they hereby are restored to the status of single and unmarried persons.

DATED this 19th day of November, 1949.

Leo McCarty
District Judge

Approved as to form:
Paul W. Hyatt
Attorney for Defendant

Entered & Filed Nov 19 1949
Carl T. Reuter, Clerk of District Court

George H. Bohan
Marian Elizabeth Bohan 9

page 40

WITNESS my hand and official seal this 6 day of Dec,
A. D., 1949, at [illegible] Idaho
CARL T. BRUNER, Clerk of District Court
By Bob J Waite, Deputy

(Seal)

Entered & Filed
Nov 23,1949
Carl T. Reuter
Clerk of District Court

7970

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

PAUL NEWMAN,	)	No. 5188
Plaintiff,	)	DECREE
vs.	)	
LAURA NEWMAN,	)	
Defendant.	)	

The above entitled cause came on duly and regularly for hearing on this 23rd day of November, 1949, before the Honorable Leo McCarty, Judge of the above entitled court. The plaintiff appeared in person and by his attorney of record; neither the defendant, nor any person or persons in her behalf, appeared.

It appearing to the court that the defendant was duly and regularly personally served with summons and complaint in the County of Pend Oreille, State of Washington, on the 1st day of October, 1949, pursuant to an order of this court for personal service of summons and complaint outside the State of Idaho, in lieu of publication of summons, and that the defendant has failed to appear, answer, demur, or otherwise plead to said summons and complaint within the time allowed by law, and that she is in default, the time for such appearance having expired, and the default of the defendant having been duly and regularly entered herein;

It appearing also from the files herein, and particularly from plaintiff's affidavit, that the defendant is not, nor has she been at any time since the filing of the complaint in this cause, engaged in the military service of the United States of America or her allies, and evidence having been presented by and on behalf of the plaintiff, and it appearing therefrom that the allegations

PAUL G. EIMER
ATTORNEY AT LAW
IRST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

of the complaint filed herein are true; and it further appearing from the evidence given in said cause that plaintiff and defendant entered into an agreement providing, among other things, for the maintenance and support of the minor children of the parties, and said agreement appearing to be fair and equitable; and the court having found that the allegations of plaintiff's complaint are true, and that the agreement above mentioned is a just, fair and equitable agreement; and said cuase having been submitted to the court, and the court being fully advised:

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED: That the plaintiff, Paul Newman, be, and he is hereby granted an absolute divorce from the defendant, Laura Newman, and the bonds of matrimony heretofore existing between them are hereby forever dissolved; that the agreement between plaintiff and defendant, dated October 21st, 1949, is a fair, just and equitable agreement, and the same is hereby approved, and pursuant thereto, the plaintiff is hereby required to pay to the defendant for the maintenance, support and education of Sharan Sue Newman, age 10; and Sharla Ann Newman, age 7, the sum of $37.50 each month for each of said children during their respective minorities; and such payments shall begin as of the date of this decree and continue as above provided, or until modification hereof by a court of competent jurisdiction;

That the agreement of October 21, 1949, between plaintiff and defendant is by reference made a part of this decree as if fully set forth herein.

Done in Open Court ~~xxxxxxxxxxxxxxx~~ this 23rd day of November, 1949.

LEO McCARTY
District Judge

A G R E E M E N T

THIS AGREEMENT, Made this 21st day of October, 1949, between PAUL NEWMAN, party of the first part, and LAURA NEWMAN, party of the second part, WITNESSETH:

That the parties hereto are husband and wife, having been married at Newport, Washington on September 13, 1937; and whereas differences have arisen between them which have made it impossible for them to continue the relationship of husband and wife, and to live together as such, and the parties are desirous of establishing and defining certain rights between them.

NOW THEREFORE, in consideration of the promises, covenants, and agreements hereinafter contained, and the keeping and performing of the same by the parties hereto, they do agree to and with each other as follows:

1.

It is understood that the party of the first part has heretofore established his residence in the State of Idaho, and that he has instituted an action praying for divorce from the defendant in the District Court of the Tenth Judicial District of the State of Idaho, in and for the County of Idaho, and that due service of summons and complaint therein has been made upon the party of the second part, which she does hereby acknowledge. It is further agreed and understood that in such action this agreement shall be introduced in evidence, and upon approval hereof by the court, shall be made a part of any decree entered in such action. It is specifically provided and understood, however, that by reason of this agreement, the party of the second part makes no admissions with respect to the divorce complaint hereinbefore referred to, and nothing herein contained shall be considered as a consent to judgment, but to the contrary, that the plaintiff shall be put to

strict proof in his presentation of his cause in such action.

2.

That regardless of the filing or the completion of the action hereinbefore referred to, the parties do agree that they shall henceforth live separate and apart, and neither shall attempt by any legal action or otherwise, to force a restoration of conjugal rights, or to require the other to resume cohabitation as husband or wife.

3.

Each does hereby release the other from all obligations and duties as wife or husband, except such obligations and duties as are preserved by this agreement, and each does promise and agree that he or she shall not in the future obligate the other for or on account of any thing or purpose whatsoever except as may be determined to be an obligation by this agreement.

4.

The party of the second part shall have and retain actual custody and control of the minor children of the parties, whose names and ages are as follows, to-wit:

Sharon Sue Newman, age 10,
Sharla Ann Newman, age 7,

provided, however, the party of the first part shall lose no legal rights as father to said children, except as to the actual custody and control herein provided for, provided further, that he shall pay to the party of the second part for the maintenance, support and education of said minor children, the sum of $37.50 each month for each of said children, during their respective minorities. Such payments shall begin on the 5th day of November, 1949, and continue until said children, respectively, shall reach the age of majority. These payments, the party of the first part promises and agrees to well and truly make as herein provided. Conditioned upon the making of the payments just mentioned, the

party of the first part shall have the right to visit and see said children at any and all reasonable times, but such right shall not be the right to remove said children from the mother's actual custody and supervision, without her consent first having been obtained.

5.

Each of the parties does hereby relieve the other of all claims, obligations, duties and liabilities heretofore existing, including the right of maintenance and support, and the right of inheritance, except that nothing herein contained shall be construed as condoning any conduct or action, upon which the complaint hereinbefore referred to is based, nor the conduct or action the party of the second part might use as a basis for defending said action, or bringing a cross-complaint therein.

It is understood and agreed that the primary intent of this agreement is to provide for the future welfare of the minor children hereinbefore named.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, on the day and year set opposite their signatures.

PAUL NEWMAN — Oct 21 1949
Party of the first part — Date

LAURA NEWMAN — Oct 21 1949 1949
Party of the second part — Date

STATE OF IDAHO)
) ss
County of Idaho)

On this 21st day of October, 1949, before me, the undersigned, a Notary Public, personally appeared Paul Newman, known to me to be the person whose name is subscribed to the foregoing instrument, an acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my

official seal the day and year in this certificate first written.

Paul G. Eimers
Notary Public in and for Idaho,
residing at Grangeville therein.

(seal)

STATE OF WASHINGTON)
) ss
County of Pend Oreille)

On this 27 day of October , 1949, before me, the undersigned, a Notary Public, personally appeared Laura Newman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written.

Fred Trumbull
Notary Public in and for Washington,
residing at

(seal)

CERTIFICATE

STATE OF IDAHO } ss.
County of Idaho }

I, Carl T. Reuter, Clerk of the District Court of the Tenth Judicial District of the State of Idaho, in and for the County of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the Record of the Instrument it purports to be, together with the endorsements thereon in the case of Paul Newman, Plaintiff vs. Laura Newman, Defendant; as the same appears of record in my office in Book 9 Judgment Record on page 44 thereof.

WITNESS my hand and official seal this 6 day of Dec, A. D., 1949, at Grangeville, Idaho.

CARL T. REUTER, Clerk of District Court
By Bob J. Waite, Deputy

(Seal)

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

ANNA STARR, Plaintiff,	)	No. 5190
vs.	)	D E C R E E
THURMAN GREENE, also known as DALLAS STARR, Defendant.	)	Entered & Filed Nov. 23,1949 Carl T. Reuter, Clerk of District Court

The above entitled cause came on duly and regularly for hearing on this 23rd day of November, 1949, before the Honorable Leo McCarty, Judge of the above entitled court. The plaintiff appeared in person and by her attorney of record; neither the defendant, nor any person or persons in his behalf, appeared.

It appearing to the court that the defendant was duly and regularly personally served with summons and complaint in the County of Snohomish, State of Washington, on the 27th day of October, 1949, pursuant to an order of this court for personal service of summons and complaint outside the State of Idaho, in lieu of publication of summons, and that the defendant has failed to appear, answer, demur, or otherwise plead to said summons and complaint within the time allowed by law, and that he is in default, the time for such appearance having expired, and the default of the defendant having been duly and regularly entered herein;

It appearing also from the files herein, and particularly from plaintiff's affidavit, that the defendant is not, nor has he been at any time since the filing of the complaint in this cause, engaged in the military service of the United States of America

PAUL G. EIMERS
ATTORNEY AT LAW
1ST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

or her allies, and evidence having been presented by and on behalf of the plaintiff, and it appearing therefrom that the allegations of the complaint filed herein are true; and said cause having been submitted to the court, and the court being fully advised;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED: That the plaintiff, Anna Starr, be, and she is hereby granted an absolute divorce from the defendant, Thurman Greene, known as Dallas Starr, on the ground of extreme cruelty, and the bonds of matrimony heretofore existing between them are forever dissolved;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: That the plaintiff, Anna Starr, be, and she is hereby awarded the custody and control of David Edward Starr, minor son of the parties to this action.

Done in open court this 23rd day of November, 1949.

LEO McCARTY
District Judge

CERTIFICATE

STATE OF IDAHO } ss.
County of Idaho }

I, Carl T. Reuter, Clerk of the District Court of the Tenth Judicial District of the State of Idaho, in and for the County of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the Record of the Instrument it purports to be, together with the endorsements thereon in the case of Anna Starr ..... Plaintiff vs. Thurman Greene aka Dallas Starr, Defendant; as the same appears of record in my office in Book 9 Judgment Record on page 42 thereof.

WITNESS my hand and official seal this 6 day of Dec., A. D., 1949, at Grangeville, Idaho.

CARL T. REUTER, Clerk of District Court
By Bob J. Waite, Deputy

(Seal)

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

JUNE PRATT,
PLAINTIFF
-vs-
PAUL PRATT,
DEFENDANT

107354

DECREE

The above-entitled matter came on for hearing and final determination before the undersigned Judge of the above-entitled Court, in Open Court, at Jerome, in the County of Jerome, State of Idaho, on the 24th day of October, 1949, it appearing that the Defendant had been duly served with Summons and had filed herein his Acknowledgment of Service, Waiver of Statutory Time and Right to Appear and Plead and Consent to Entry of Default;

Plaintiff appeared in person and with her attorney of record, Richard H. Seeley, and the Defendant appearing not nor any person for him, and being in default, which has been heretofore duly entered against him, and proof having been submitted by the Plaintiff, and the Court having taken the matter under advisement, and having duly considered the matter and being of the opinion that the Plaintiff is entitled to the community property in her complaint mentioned, to the restoration of her maiden name, and to a divorce upon the grounds of extreme cruelty;

Nowe, therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

That the bonds of matrimony between Plaintiff and Defendant be and the same are hereby forever dissolved and set aside and that said parties be and each of them is released from said bonds and from all of the obligations thereof.

That Plaintiff be and she is hereby awarded the community property consisting of household goods and furnishings, as her sole and separate property.

That Plaintiff's maiden name, to-wit, June Proulx, be and the same is hereby restored to her.

Dated this 14th day of November, 1949.

Hugh A. Baker
District Judge

INDEXED COMPARED INDEXED

Case No. 3240
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome State of Idaho
FILED NOV 14 1949
Mabel C. Simpson
CLERK
BY Deborah Worthington
DEPUTY CLERK
Judge 6 Page 111

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME.

Pauline Tarr,
Plaintiff,
vs.
J. E. Tarr,
Defendant,

107357

DECREE.

The above entitled matter came on regularly to be heard in open Court at Jerome, in the County of Jerome, State of Idaho, before the Honorable Hugh A. Baker, a Judge of the above entitled Court this 14th day of November, 1949, upon the complaint of plaintiff herein taken as confessed by the defendant. Plaintiff appeared in person and by Wayne A. Barclay, her counsel and no person appearing for the defendant and the defendant not being present in Court and it appearing to the Court that legal and proper service of summons and complaint had heretofore been made upon said defendant; that said defendant is in default and that the default of said defendant has been duly and regularly entered, the cause proceeded to trial.

Testimony in behalf of plaintiff was presented and proofs taken herein and the testimony being closed, the matter was submitted to the Court for his decision and the Court being fully advised in the premises and it appearing to the Court that all of the material allegations of plaintiff's complaint are sustained by testimony free from all legal objections and exceptions as to its competency, admissability and sufficiency and that said matters so alleged and proved are sufficient in law to enable plaintiff to obtain the relief prayed for in her said complaint; that plaintiff was a bona fide resident of the State of Idaho for more than six full weeks immediately preceeding the commencement of this action; that there are no children living as the issue of

the marriage of plaintiff and defendant and that there is no community property belonging to the parties to this action and that plaintiff is entitled to a decree of divorce as prayed in her said complaint.

IT IS ORDERED, ADJUDGED AND DECREED:

That the marriage of plaintiff, Pauline Tarr, and the defendant, J. E. Tarr, be dissolved and set aside and that the same is hereby dissolved accordingly and that the parties are and each of them is hereby freed and absolutely released from the bonds of matrimony and all of the obligations thereof and that plaintiff be resotred her former name, to-wit: Pauline Lewis.

Dated this 14th day of November, 1949.

Hugh A. Baker
District Judge.

COMPARED

Case No 3230
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED NOV 14 1949
Mabel A Lewis
CLERK
BY Deborah Worthington
DEPUTY CLERK

Judg. 6 Page 114

Judge's Page 112

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME.

Ella V. Craner,

Plaintiff,

vs.

Clay A. Craner,

Defendant,

107356

DECREE.

COMPARED

INDEXED

Case No. 3233

DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho

FILED NOV 14 1949

Mabel G. Craner CLERK

BY Dulcinda Worthington DEPUTY CLERK

The above entitled matter came on regularly to be heard in open Court at Jerome, in the County of Jerome, State of Idaho, before the undersigned Judge of the above entitled Court this 14th day of November, 1949 upon the complaint of plaintiff herein taken as confessed by defendant. Plaintiff appeared in person and by her counsel of record, Wayne A. Barclay and the defendant appearing not nor any person for him and it appearing to the Court that legal and proper service of summons and complaint had heretofore been made upon said defendant, that said defendant is in default and that the default of said defendant has been duly and regularly entered, the cause proceeded to trial;

Testimony in behalf of plaintiff was presented and proofs taken herein and the testimony being closed, the matter was submitted to the Court for his decision and the Court being fully advised in the premises and it appearing to the Court that all of the material allegations of plaintiff's complaint are suatained by testimony free from all legal objections and exceptions as to its competency, admissability and sufficiency and that said matters so alleged and proved are sufficient in law to enable plaintiff to obtain the relief prayed for in her said complaint; that plaintiff was a bona fide resident of the State of Idaho for more than six full weeks immediately preceeding the commencement of this action; that there are presently living as the issue of a prior marriage of this plaintiff and this defendant, two minor children, namely,

Frances Arlene Craner whi is now seven years old and Ella Kay Craner who is now six years old; that there are no living children as the issue of the present marriage of plaintiff and defendant; that plaintiff and defendant have acquired, as community property, certain personal property as set forth in Paragraph IV of plaintiff's complaint and that plaintiff is entitled to a decree of divorce as prayed in her said complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the marriage of plaintiff herein, Ella V. Craner, and the defendant, Clay A. Craner, be dissolved and set aside and that the same is hereby dissolved and set aside and that the parties are and each of them is hereby freed and absolutely released from the bonds of matrimony and all of the obligations thereof.

2. That plaintiff be and she is hereby awarded the care, custody and control of the minor daughters of plaintiff and defendant, subject however, to the right of defendant herein to visit said minor daughters at the residence of plaintiff at reasonable times.

3. That plaintiff be and she is hereby awarded the community property of plaintiff and defendant described and set forth in the complaint of plaintiff on file herein.

4. That defendant pay to plaintiff the sum of $75.00 per month for the support and maintenance of said minor daughters of plaintiff and defendant commencing on the 15th day of November, 1949, and on the same day of each month thereafter until further order of this Court.

5. That defendant pay to plaintiff's attorney of record the sum of $100.00 as attorney fee for the prosecution of this action.

6. That defendant pay to plaintiff her costs and disbursements in this action hereby taxed in the sum of $_____.

Dated this 14th day of November, 1949.

Hugh A. Baker
District Judge

IN THE DISTRICT COURT
OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF JEROME

.....

IDA BELLE FLUHARTY,
Plaintiff,

vs

RICHARD C. FLUHARTY,
Defendant.

DECREE

7975

.....

THIS CAUSE came on regularly for hearing before the undersigned District Judge in open court at the county courthouse at Jerome, Jerome County, Idaho, on this 14th day of November, 1949. Plaintiff appeared in person and by and through her attorney of record, Frank M. Rettig. The defendant did not appear, either in person or by counsel, and it appearing to the satisfaction of the Court that defendant has been duly and legally served with process and that he has failed to appear and answer plaintiff's complaint, and that the time allowed by law for so appearing and answering plaintiff's complaint has expired and that the default of said defendant has been duly and regularly entered according to law, which said default is hereby ratified and confirmed.

Witnesses on the part of plaintiff having been examined and testimony having been submitted free from objection, and findings of fact and conclusion of law having been waived by virtue of said default; and

It appearing to the satisfaction of the Court that all the material allegations of plaintiff's complaint are true and are supported by competent evidence, and that plaintiff is entitled to the relief sought in her complaint, and that the bonds of matrimony now existing between the parties hereto should be wholly dissolved and plaintiff be granted a decree of absolute divorce from the defendant and that plaintiff should be awarded the absolute custody, care and control of Terry Alan Fluharty, the minor child of said parties, and that she should have judgment against the defendant for the sum of forty dollars ($40) per month for the support, care and maintenance of said minor child, and that the property settlement between the parties should be ratified and confirmed and the provisions thereof incorporated herein; and the Court being fully advised in the premises, both as to the law and the facts;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED and DECREED, That plaintiff be, and she hereby is, granted a decree of absolute divorce from the defendant, Richard C. Fluharty, and that the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same hereby are, wholly dissolved and each party is hereby released and freed from all obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED and DECREED That plaintiff be, and she hereby is, awarded, and she shall have, the sole and absolute custody, care and control of Terry Alan Fluharty, the minor child of plaintiff and defendant, subject to the right of the defendant to visit said child at reasonable times and places, so long as he complies with the provisions of this Decree.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that plaintiff have judgment against the defendant and she is hereby awarded, and the defendant is hereby ordered to pay to plaintiff as and for the support and maintenance of said minor child during the minority of said child, the sum of forty dollars ($40) a month, beginning on the 15th day of November, 1949, and continuing in monthly installments on said day each and every month thereafter during the minority of said child.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the property settlement made and entered into between plaintiff and defendant be, and the same hereby is, in all respects ratified and confirmed and plaintiff is hereby awarded as her sole and separate property all the household furniture and furnishings, dishes, bedding, silverware and kitchen ware, and the title thereto is hereby awarded to plaintiff free and clear of and from any and all claims of the defendant, who is hereby perpetually estopped and enjoined from setting up any claim, right, title or interest therein or thereto.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that defendant have, and he is hereby awarded, one (1) 1947 Ford Sedan and the title thereto is hereby awarded to defendant as his sole and separate property free and clear of and from any claim, right, title or interest of the plaintiff.

DATED this 14th day of November, 1949.

Hugh A. Baker
District Judge

Case No. 3232
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED NOV 14 1949
CLERK
BY Deborah Worthington
DEPUTY CLERK

Judge's Page 111

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME

LENA MAY TIBBETS,

PLAINTIFF

-vs-

GEORGE W. TIBBETS,

DEFENDANT

107454

DECREE

COMPARED INDEXED
Case No. 3219
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED NOV 17 1949
CLERK
BY Mabel A Bennett
DEPUTY CLERK

The above-entitled matter came on for hearing and final determination before the undersigned Judge of the above-entitled Court, in Open Court, at Jerome, in the County of Jerome, State of Idaho, on the 14th day of November, 1949, it appearing that the Defendant has been duly and regularly served with Summons and Complaint and has not appeared herein or plead to Plaintiff's Complaint, and the time for appearing and pleading having elapsed;

Plaintiff appeared in person and with her attorney of record, Richard H. Seeley, and the Defendant appeared neither in person nor by counsel, and being in default, which has been heretofore duly entered against him; and proof having been submitted by and on behalf of the Plaintiff, free and clear from all objections and exceptions, from which it appears that the Plaintiff is now and for more than six full weeks immediately preceding the commencement of this action has been a resident of the State of Idaho, and that she is entitled to the relief prayed for on the grounds of extreme cruelty, and the Court having heard the evidence and duly considered the matter;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony between Plaintiff and Defendant be and the same are hereby forever dissolved and set aside, and that said parties be and each of them is freed absolutely from said bonds and from all the obligations thereof.

Dated this 14th day of November, 1949.

Hugh A. Baker
District Judge

COPY

7977

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

AUDREY ISAACS, (No. 14546

Plaintiff,

vs.) DECREE NOV 4 1949

ROBERT ISAACS, JAS. A. FOSTER

Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived under §10-304 IC; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and for over six full weeks next preceding the commencement of this action was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Plaintiff is restored to her former name of Audrey Llewellyn.

(5). Defendant is awarded certain furniture as his separate estate.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this ~~2nd~~ 4th day of November, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

****** 14564

THOMAS WARREN HICKMAN)
Plaintiff,)
vs.) DECREE OF DIVORCE
GENIEVE DORIS HICKMAN)
Defendant,)

****

NOV 4 1949

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on this 4th day of November 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the defendant had been duly and regularly served with legal process and Harry Kinsey her attorney entered her appearance in said cause by filing a demurrer and written stipulation waiving the entry of findings of fact and conclusions of law and waiving any further time or notice of the time and place of trial and consenting that said demurrer might be overruled and said cause set for hearing and the plaintiff appearing in person and being represented by his attorney Harold S. Purdy, and the defendant not being present or being represented by counsel whereupon witnesses were sworn and testified on behalf of plaintiff, NOW THEREFORE

IT IS ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Thomas Warren Hickman and Genieve Doris Hickman be, and the same hereby are set aside and held for naught and plaintiff is granted a decree of absolute divorce from said defendant upon the grounds of living separate and apart for more than five (5) consecutive years without cohabitation.

Dated at Coeur d'Alene, this 4th day of November 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Thomas Warren Hickman vs. Genieve Doris Hickman now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this , the 4th day of November 1949.

Jas. A. Foster
Clerk

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

****

HOWARD N. SCHELL	)	14421
Plaintiff,	)	
vs.	)	DECREE OF DIVORCE
HELEN SCHELL	)	
Defendant,	)	

****

NOV 7 1949 JAS. A.

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 7th day of November 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by his attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant, NOW THEREFORE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Howard N. Schell plaintiff and Helen Schell defendant be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of extreme cruelty.

Dated at Coeur d'Alene, this 7th day of November 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Howard N. Schell vs. Helen Schell now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 7th day of November 1949.

Jas. A. Foster
Clerk

By _____
Deputy

7980

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

KENNETH B. WILLIAMS, (No. 14528

Plaintiff,

vs.) DECREE

CLARA H. WILLIAMS,

Defendant. (

NOV 7 1949

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §10-304 I.C.; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). The care, custody and control of Viola V. Williams, born about January 30, 1946, is hereby vested in the defendant, to whom plaintiff shall continue to contribute from his disability benefits or pension arising from World War II such sum as the Government

specifies for the support, maintenance and/or education of the minor child, the defendant having released the plaintiff from contribution for her support and maintenance.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 7th day of November, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7981

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

SUE WILLIAMS,)
Plaintiff,) 14547
vs.) DECREE OF DIVORCE
ESTEL WILLIAMS,)
Defendant.)

NOV 9 1949

This cause came regularly on for hearing this day before the undersigned Judge of the above entitled Court, defendant having been duly and regularly served with process herein, and having failed to appear, plead, answer or demur to the complaint of plaintiff, within the time provided by law, or at all, and the default of said defendant for such failure to appear, plead, answer or demur having been duly and regularly entered herein, plaintiff appearing in person and by her attorneys, McFarland & McFarland, and no one for defendant, whereupon witnesses were sworn and testified, and documentary evidence introduced on behalf of plaintiff, and I, the Judge of said Court, having made and entered herein my Findings of Fact and Conclusions of Law in favor of plaintiff and against defendant,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby set aside, and plaintiff, Sue Williams, be, and she is hereby granted an absolute divorce from the defendant, Estel Williams.

Dated this 9th day of November, 1949.

O. C. Wilson
Judge of the District Court

COPY 7982

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

NOV 14 1949

14544

JAMES CARLOS COUCH, (No.

Plaintiff,

vs.) DECREE

MARGARET COUCH,

Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §10-304 I.C.; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The care, custody and control of Jimmie, aged 14, and Betty Lou, aged 12, is hereby vested in plaintiff, who shall be solely responsible for their support, maintenance and education, and the care, custody and control of Peggy Lorine, aged about 4, is here-

by vested in the defendant, who shall be solely chargeable with her support and maintenance, the parties to have rights of reasonable visitation with all of the children.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 14th day of November, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

14555 7983

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

ROBERT D. MONROE,
Plaintiff,
vs.
JACQUNIE F. MONROE,
Defendant.

NOV 16 1949

DECREE

Sue Langford

This action having come regularly on for hearing this day, the Plaintiff appearing in person and with his Attorney, E. T. KNUDSON, but the Defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the Defendant by personal service within the State of Idaho, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the Defendant herein, and the Defendant having failed to file or enter any appearance whatever, the default of the Defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the Defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the Plaintiff is entitled to a Decree herein, as prayed for in Plaintiff's Complaint, and that Findings of Fact and Conclusions of Law have been expressly waived herein.

NOW, THEREFORE, on motion of E. T. KNUDSON, Attorney for the Plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the Plaintiff, ROBERT D. MONROE, and the Defendant, JACQUNIE F. MONROE, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

Done in open Court this 16th day of November, A. D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: Sue Langford
Deputy

STATE OF IDAHO)
(ss
County of Kootenai)

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original "DECREE" in the action of ROBERT D. MONROE, Plaintiff, versus JACQUNIE F. MONROE, Defendant, now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this the 16th day of November, A. D., 1949.

Jas. A. Foster
Clerk

By: Sue Langford
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

NOV 18 1949

Attila O. Scott

14529

MARIAM AILEEN TETER,)
Plaintiff)
vs) DECREE
SAMUEL ELMER TETER, III,)
Defendant)

This action having come regularly on for hearing, this day, upon the complaint of the plaintiff taken as confessed by the defendant, whose default for not appearing has been duly entered herein; the court finds that due and proper service has been made upon the defendant in accordance with the statute in such cases made and provided and due proof of such service has been duly made and filed herein. That the defendant did not appear or answer within the time required by law, or at all, and an affidavit in due form showing that the defendant is not in the military service of the United States has been duly filed herein, and after the filing of said affidavit and after the time allowed by law for the defendant to appear having expired, the clerk of this Court duly entered the default of said defendant. The plaintiff appeared with her attorneys, Whitla & Knudson, but the defendant did not appear and was not represented. Findings of Fact and Conclusions of Law were specifically waived and after hearing the evidence introduced, the Court finds and adjudges:

I.

That it has due jurisdiction of the defendant and due and full jurisdiction to enter the Decree as prayed for and that due service has been made upon the defendant, who has not appeared within the time allowed by law, or at all and that the Clerk of this

Court duly entered the default of said defendant after the time provided by law had expired and a due and sufficient affidavit showing no military service of the defendant was filed herein.

II.

That plaintiff and defendant were married March 26, 1941 and ever since have been husband and wife, and plaintiff has been a resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action.

That there was born of the marriage of plaintiff and defendant three children, namely

Cherie Mariam Teter, daughter, age 8 years November 3, 1949
Terry Norwin Teter, son, age 6 years May 20, 1949
William Boyd Teter, son, age 4 years October 29, 1949

III.

That the defendant during the month of March 1947 without cause or excuse, and against the will and consent of the plaintiff, left and deserted the plaintiff with intention of deserting her and since said time has remained continuously absent from the plaintiff and his whereabouts are to the plaintiff unknown.

That prior to the time the defendant deserted the plaintiff they had taken out insurance policy No. 5272660 with the Metropolitan Life Insurance Company of 1 Madison Avenue, New York City, New York an intermediate whole life policy on the life of Samuel T. Teter III for the sum of $1,000 payable to the plaintiff and Cherie Mariam Teter and later changed to include the child Terry Norwin Teter, which policy has been kept paid up by the plaintiff since the plaintiff was deserted by the defendant and kept in full force and effect and the defendant also took out Certificate N14952986 upon his life for the

sum of $10,000 payable to this plaintiff, while he was in the service of the United States, which said policy became effective as of November 17, 1943, but that the defendant ceased the service of the United States on or about the month of August 1944 and has never been in the military service of the United States since said time. That the defendant ceased to keep up the premiums required by said certificate and the plaintiff has kept the premiums paid at all times on said policy and by reason thereof has kept and retained said insurance policy in full force and effect and by reason thereof she is the owner of said policy and each and all thereof.

IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff Mariam Aileen Teter, be and she hereby is granted a decree of absolute divorce from the defendant, Samuel Elmer Teter, III, on the grounds of desertion, and that she be, and she hereby is awarded the full and sole custody and control of the children, Cherie Mariam Teter, Terry Norwin Teter, and William Boyd Teter.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be, and she hereby is awarded and adjudged to be the owner of the insurance policies mentioned in said complaint:

> Insurance Policy No. 5272660 with the Metropolitan Life Insurance Company of 1 Madison Avenue, New York City, N. Y. an intermediate whole life policy on the life of Samuel T.Teter III.for the sum of $1,000

now payable to the plaintiff and to the children Cherie Mariam Teter and Terry Norwin Teter, and also

> Certificate N14952986 upon the life of the defendant for the sum of $10,000

payable to the plaintiff by the United States of America, subject, however to whatever vested interest the children have in said policy of insurance.

Dated this 18th day of November, A.D. 1949

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

JAS. A. FOSTER
Clerk.
By Alberta T Potts Dep.

7985

14554

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

DENISE CRAWLEY,	:	NOV 18 1949
Plaintiff,	:	
vs.	:	DECREE JAS. A. FOSTER
WALTER GREGORY CRAWLEY,	:	Sue Langford
Defendant.	:	

THIS MATTER having come on regularly for hearing before the undersigned Judge of the above entitled Court, on the 18th day of November, 1949; plaintiff appearing in person and by her attorney, Wm. S. Hawkins; the defendant having been personally served with a true and correct copy of the Complaint and Summons and his default having been duly and regularly entered and filed herein; the plaintiff being duly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted in connection with her residence; the Court having heard and considered all of the evidence introduced and being duly and fully advised in the premises, and having made its Findings of Fact and Conclusions of Law herein; now, therefore, it is

ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree, that the bonds of matrimony heretofore and now existing between the plaintiff and defendant, be, and the same are, hereby dissolved and set aside and the plaintiff is hereby granted an absolute decree of divorce upon the grounds of Extreme Cruelty, from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be awarded the absolute care, custody and control of the minor child JOHN GREGORY CRAWLEY.

DONE in open Court, this 18th day of November, 1949.

(SEAL)

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

WITNESS my hand and the seal of said Court on this, the 18th day of November, 1949.

Jas. Foster
Clerk

By: Sue Langford
Deputy

7986

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

KAY BURKLUND, Plaintiff,	)	14558
vs.	)	DECREE OF DIVORCE
AXEL E. BURKLUND, Defendant.	)	

NOV 21 1949

This cause came regularly on for hearing this day before the undersigned Judge of the above entitled Court, defendant having been duly and regularly served with process herein, and having failed to appear, plead, answer or demur to the complaint of plaintiff, within the time provided by law, or at all, and the default of said defendant for such failure to appear, plead, answer or demur having been duly and regularly entered herein, plaintiff appearing in person and by her attorneys, McFarland & McFarland, and no one for defendant, whereupon witnesses were sworn and testified and documentary evidence introduced on behalf of plaintiff, and I, the Judge of said Court, having made and entered herein my Findings of Fact and Conclusions of Law in favor of plaintiff and against defendant,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby set aside, and plaintiff, Kay Burklund, be, and she is hereby granted an absolute divorce from the defendant, Axel E. Burklund.

Dated this 21st day of November, 1949.

O. C. Wilson
Judge of the District Court

Y

COPY

7987

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

14531

DOROTHY BROGAN, (No. _____

Plaintiff,

vs.) DECREE

LLOYD R. BROGAN,

Defendant. (

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §10-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Plaintiff is restored to her former name of Dorothy Burgess.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 21st day of November, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

W. EARL SOMERS,

Plaintiff,

vs.

BYRD SOMERS,

Defendant.

No. 14537

DEC 14 1949

DECREE OF DIVORCE

This matter came on for hearing this day before the undersigned Judge of the above entitled Court, defendant having been duly and regularly served with process herein and having failed to appear, plead, answer or demur to the complaint of plaintiff within the time provided by law, or at all, and the default of said defendant for such failure to appear, plead, answer or demur having been duly and regularly entered herein, plaintiff appearing in person and by his attorneys, McFarland & McFarland, and no one for defendant; whereupon witnesses were sworn and testified and documentary evidence introduced on behalf of plaintiff, and I, the undersigned Judge of the above entitled Court having made and entered my Findings of Fact and Conclusions of Law herein; now, therefore,

IT IS ORDERED, ADJUDGED AND DECREED:

I.

That the bonds of matrimony heretofore existing between plaintiff and defendant be set aside and plaintiff, W. Earl Somers, be, and he is hereby, granted an absolute divorce from the said defendant.

II.

That the original agreement of the parties, dated August 24,

1949 and made a part of plaintiff's complaint, and the supplemental agreement of the parties, dated November 4, 1949, a true and correct copy of which was introduced upon the hearing herein, be, and the same are hereby, approved and confirmed.

III.

That, subject to the lien hereinafter mentioned, the following property shall be and is awarded to the plaintiff as his separate property, to-wit:

> Lots One (1) and Two (2), Block Seven (7), Coeur d' Alene and King's Addition, Kootenai County, Idaho; 3313 shares of stock in plaintiff's name in the Coeur d'Alene Lakeside Development Company, a corporation; the grand piano; 1 - 1940 Oldsmobile car; and all other stocks and securities issued in the name of plaintiff and held by him.

The following property shall be, and is hereby, awarded to the defendant as her separate property:

> All of the household furnishings with the exception of the said grand piano; 1 1949 Chevrolet deluxe coupe; Lot Thirteen (13), Block Twelve (12), O'Brien's Second Addition to Coeur d'Alene, Kootenai County, Idaho.

IV.

That the last mentioned property is mortgaged in the sum of about $4,000.00, and, to assist the defendant in retiring this mortgage, the plaintiff shall pay to the defendant the sum of $2,000.00 in monthly installments of $25.00 or more on or before the 24th day of each calendar month, as provided in said agreement of August 24, 1949, and to pay interest thereon at the rate of 4½% per annum, as provided in said agreement.

V.

That, additionally, the defendant is hereby awarded, and the plaintiff shall pay to the defendant, the sum of $150.00 per month during the natural life of the defendant, such payments to be made on or before the 24th day of each calendar month hereafter, such

payments being for the support of defendant and as provided for in said written agreements, and, as soon as he is able so to do, plaintiff shall purchase for the defendant a life annuity with some standard reputable company, which by the terms thereof shall pay her the sum of $150.00 per month until her death; that upon sale by the plaintiff of Lots 1 and 2, Block 7, Town of Coeur d'Alene and King's Addition thereto, Kootenai County, Idaho, or any part thereof, plaintiff shall at once with all the proceeds of such sale purchase an annuity policy for defendant, payable to her in monthly installments during the remainder of her lifetime, and thereafter the said monthly payments of $150.00 per month shall be decreased by the amount defendant receives under such annuity policy, and upon the purchase of an additional annuity policy or policies, which, together with said policy so purchased from the sale of said real estate, will pay the defendant the full sum of $150.00 per month, the plaintiff shall be relieved of any further payments for the support of the defendant but this shall in no manner affect the award for $2,000.00 granted the defendant in paragraph IV herein.

VI.

That until such time as the plaintiff shall purchase an annuity policy or annuity policies paying to the defendant the full sum of $150.00 per month during her lifetime, she shall have, and she is hereby given, a lien upon the above described real estate hereby awarded to plaintiff, i. e.:

> Lots One (1) and Two (2), Block Seven (7), Town of Coeur d'Alene and King's Addition thereto, Kootenai County, Idaho, together with all improvements thereon and incidents thereto,

and upon the 3313 shares of stock in the Coeur d'Alene Lakeside Development Company awarded plaintiff herein to secure the payment to defendant of the said sum of $150.00 per month. And the plaintiff

is hereby directed and ordered to cause a notice of such lien to be forthwith filed with the said corporation and recorded in the proper stock and other records of the corporation. And should the plaintiff fail to make any of the payments provided in said written agreements and in this judgment, the defendant may, at her option, declare immediately due the full sum necessary to purchase an annuity policy or policies paying her during her lifetime the sum of $150.00 per month and take such steps as may be necessary and proper to foreclose said lien upon the said property of the plaintiff. Provided, however, that, as provided in said supplemental agreement, she shall, before declaring such acceleration, in writing notify the plaintiff of her intention and he shall have ten (10) days from the time he receives such notification in which to comply with the terms of said agreement and of this judgment.

VII.

That the plaintiff is hereby awarded the following life insurance policies taken upon his life in the following companies, to-wit:

> Policy No. 2277136 - Prudential Life Insurance Company of America in the sum of $1,000.00; Policy No. 6803494 - in the Prudential Life Insurance Company of America in the amount of $1000.00; Policy No. 720487 in the amount of $4000.00 in the Guarantee Fund Life Association; Policy No. 1136253 - in the Occidental Life Insurance Company (of California) in the amount of $5000.00; Policy No. 1481246 in the Occidental Life Insurance Company of California in the amount of $2,500.00.

In these policies the defendant is named as beneficiary. Should the plaintiff die before an annuity policy is purchased paying the full $150.00 per month to the defendant during her life, as aforesaid, the proceeds of these policies shall be applied to the purchase of such annuity, and should there remain any sum over and above that necessary to provide such annuity policy, the surplus shall be paid to the estate of the plaintiff. When the plaintiff has purchased

the annuity policy or policies provided the full sum of $150.00 per month to the defendant during her natural life, the defendant shall execute all necessary instruments to enable the plaintiff to change the beneficiary in said insurance policies should he so desire, but until that time the plaintiff shall not change the beneficiary in any of said policies and shall keep such policies in full force and effect and make all premium payments thereon before delinquency. Copies of this decree shall be filed with each of said insurance companies and the plaintiff shall make such endorsements as such companies may require in order to enforce the provisions of this decree, and until such endorsements are made said policies shall be placed in escrow, together with a copy of this decree, in the Idaho First National Bank, Coeur d'Alene Branch, Coeur d'Alene, Idaho.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 23rd day of November, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By: _____
Deputy

7989

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

STATE OF IDAHO
COUNTY OF KOOTENAI
FILED
NOV 23 1949
JAS. A. FOSTER
Clerk
By
Deputy

BETTY CHRISTIAN,

Plaintiff,

-vs-

RAYMOND E. CHRISTIAN,

Defendant.

14553

DECREE OF DIVORCE

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer demur or plead herein, within the time allowed by law after acceptance of summons and acknowledgment thereof; and the defendant's default having been entered; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Betty Christian, and defendant, Raymond E. Christian, be and the same are hereby set aside and held for naught, and plaintiff, Betty Christian is granted a decree of absolute divorce from defendant, Raymond E. Christian, on the ground of mental suffering, amounting to extreme cruelty;that plaintiff's former maiden name, Betty Arnold, shall be and hereby is restored to her.

Dated at Coeur d'Alene, Kootenai County, State of Idaho this 23 day of November, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)
County of Kootenai.) ss

I, Jas. A. Foster, the Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 23 day of November, 1949

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

7990

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

14539

RICHARD W. ZELLER,
Plaintiff,
vs.
EDNA RUTH ZELLER,
Defendant.

No. _____

NOV 25 1949

DECREE

This cause having regularly been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 10-304 Idaho Code; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service as shown by the records herein.

3. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds that the parties have heretofore continuously lived separate and apart without cohabitation for a period of more than five years.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 25th

day of November, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said court on this, the 25th day of November, 1949.

Jas. A. Foster
Clerk

By_____
Deputy

COPY

7991

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

14512

MARIAN HOGAN, Plaintiff, vs. LARRY HOGAN, Defendant.) No. _____ NOV 9 1949

DECREE

This cause having been heard before the undersigned Judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under Sec. 10-304 I. C.; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The care, custody and control of Janice, aged approximately fifteen months, the minor child of the parties, is hereby vested in the plaintiff.

ENTERED , at Coeur d'Alene, Kootenai County, Idaho, this 19th day of ~~October~~ Nov., 1949.

O. C. Wilson
District Judge

(SEAL)

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

7992

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

14572

MARY ELLEN BARUG, :
Plaintiff, :
vs. : DECREE
GEORGE BARUG, :
Defendant. :

This matter having come on regularly to be heard this 29 day of November, 1949, before the undersigned District Judge, the plaintiff appearing in person and being represented by her attorney, Wm. S. Hawkins, and the defendant not appearing either in person or by counsel, the defendant having admitted and acknowledged service of a true and correct copy of the Complaint and Summons herein on November 25, 1949, and his acceptance of service being on file in the above entitled Court, and having filed herein his answer and waiver of notice of time and place of hearing said action on its merits, and the plaintiff and her witness having been duly and regularly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted as to the residence of said plaintiff, the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the ground of Extreme Cruelty dissolving the bonds of matrimony existing between the plaintiff and defendant.

NOW THEREFORE, on motion of Wm. S. Hawkins, attorney for the plaintiff,

IT IS BY THIS COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, MARY ELLEN BARUG, and the defendant GEORGE BARUG, be and the same are hereby vacated, dissolved and set aside upon the ground of Extreme Cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff's name prior to this marriage of MARY ELLEN BATTERSON be, and the same is hereby restored to her.

Done in open Court this 29 day of November, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 29 day of November, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

7993

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

BETTY J. MCINTOSH,
Plaintiff,
-vs-
ALBERT MCINTOSH,
Defendant.

14232

DECREE OF DIVORCE

NOV 21 1949
JAS. A. FOSTER

This cause came on for hearing in the Courtroom of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, before the Honorable O. C. Wilson, one of the Judges of said Court on the 21st day of November, 1949; the defendant having failed to answer, demur or plead herein, within the time allowed by law after service of summons and acknowledgment thereof in writing; and defendant's default having been entered by order of the Court; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff;

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Betty J. McIntosh, and defendant, Albert McIntosh, be and the same are hereby set aside and held for naught, and plaintiff, Betty J. McIntosh, is granted a decree of absolute divorce from defendant, Albert McIntosh, on the ground of mental suffering, under extreme cruelty.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 21st day of November, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, hereby certify that I am the Clerk of the above entitled Court, that the foregoing is a true copy of the original divorce decree now in my office.

WITNESS my hand and the seal of said Court this 21st day of November, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

(Seal)

7994

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

JOHN J. JOE O'CONNELL)
Plaintiff,) 14566
vs.) DECREE
MARGARET M. O'CONNELL)
Defendant.)

The above entitled cause came on regularly for trial in open court this 28th day of November, 1949; plaintiff appearing in person and by his attorney, Sidney E. Smith, a member of the firm of Elder, Elder & Smith; and the defendant having appeared and filed her Answer to Plaintiff's Complaint and having filed herein a Stipulation authorizing the hearing of this cause, and the matter having been set down for hearing; and the defendant is not now and has not been, during the pendency of this action, a member of the armed forces of the United States; and the court having heard the evidence of the plaintiff and having entered its Findings of Fact and Conclusions of Law herein, wherein it is ordered that judgment and decree be entered in favor of the plaintiff and against the defendant;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I

That the plaintiff has been a resident of the State of Idaho for six full weeks next preceding the commencement of this action.

II

That the bonds of martrimony heretofore existing between the plaintiff, JOHN J. JOE O'CONNELL, and the defendant, MARGARET M. O'CONNELL, be and the same are hereby wholly and forever dissolved, and the parties are released each from the other and from all matrimonial obligations, and the plaintiff is hereby

granted and given an absolute decree of divorce from the defendant on grounds of extreme cruelty.

III

That the name of Margaret M. Leishman is restored to the defendant.

J. C. Wilson
Judge of the District Court

COPY

7995

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

ANTOINETTE MATTHAEUS, (No. 14579
Plaintiff,
vs.) DECREE
V. WALTER MATTHAEUS,
Defendant. (

This cause having regularly come on to be heard before the undersigned Judge of the above entitled Court at 10:00 A.M. on the date hereof, plaintiff appearing in person and through J. Ward Arney, her attorney, defendant having been duly served and appearing through Mr. Clay V. Spear, his attorney, by demurrer and the demurrer having been submitted and overruled and the defendant declining to further plead and waiving notice of time and place of hearing on the complaint and being in default and the requisite non-military service affidavit being on file herein and competent and corroborative, oral and documentary evidence having been offered and received and the Court being fully advised in the premises; and written findings of fact and conclusions of law being waived, under §10-304 I.C.; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff is hereby granted a divorce from defendant on the grounds of mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this ___ day of December, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

4

7996

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

VELMA WATERS,

Plaintiff,

vs.

LLOYD A. WATERS,

Defendant.

#7395

Filed November 1 19 49

at 11 o'clock A. M.

BESSIE BABCOCK, Clerk

By Rose Blanchard Deputy Clerk

D E C R E E

The above entitled cause having come on regularly for hearing before this Court on the 1st day of November, 1949, and the Court having heretofore made and entered its findings of fact and conclusions of law herein;

NOW, THEREFORE, in conformity to such findings of fact and conclusions of law, it is herewith ordered, adjudged and decreed, and this does order, adjudge and decree:

I.

That the bonds of matrimony heretofore existing between Velma Waters and Lloyd A. Waters be, and the same hereby are dissolved, and the said Velma Waters is herewith granted an absolute decree of divorce.

II.

That the plaintiff, Velma Waters, be, and she is hereby awarded the permanent care and custody of the minor children, Anna-belle Waters, Kay-bonnie Waters, and Patty Allan Waters, free of control or interference on behalf of the defendant.

III.

That the plaintiff be awarded the following real property in Latah County, Idaho, to wit:

The North 62½ feet of Lots Eleven (11) and Twelve (12) of Block Four (4) in Lieuallen's Fourth Addition to Moscow, as shown by the recorded plat thereof,

J. M. O'DONNELL, LAWYER
LATAH COUNTY ATTORNEY

as her sole and separate property, together with all household goods and other personal property therein located.

IV.

That the defendant be awarded the 1937 Model Oldsmobile Four-door sedan automobile and Victorola.

Dated this 1st day of November, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO, }
COUNTY OF LATAH } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Moscow, Idaho, this 1st day of November 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

IDA GREENWOOD,
Plaintiff,
vs.
CHARLES GREENWOOD,
Defendant.

#7488

Filed November 1 1949
at 10:20 o'clock A. M.
BESSIE BABCOCK, Clerk
By Rose Blanchard Deputy Clerk

DECREE OF DIVORCE

The above entitled matter came on regularly to be heard and tried before the Court this 1st day of November, 1949, the plaintiff appearing in person and by her attorney of record, J. M. O'Donnell, and the Defendant appearing neither in person nor by attorney.

On said hearing it appeared to the satisfaction of the Court that service of Summons was duly and regularly made by personal service as appears by the Acknowledgment of Service filed herein, and the Defendant having failed to appear and answer said Complaint within the time allowed by law and his time for appearing having expired and the default of said Defendant having been entered according to law, and the Court having heard the testimony adduced on behalf of said Plaintiff and in support of her Complaint, and the cause having been finally submitted to the Court for decision, the Court finds that the allegations stated in Plaintiff's Complaint on file herein are true and supported by the evidence.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THIS COURT AS FOLLOWS:

(1) That the bonds of matrimony heretofore existing between the above named Plaintiff, Ida Greenwood, and the above named Defendant, Charles Greenwood, be, and the same hereby are

dissolved and the said parties, and each of them, are free from the married relation.

Dated at Moscow, Idaho, this 1st day of November, 1949.

A. L. MORGAN

District Judge

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree of Divorce on file in my office.
Dated at Moscow, Idaho, this 1st day of Nov. 1949.

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

J. M. O'DONNELL, LAWYER
LATAH COUNTY ATTORNEY

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

EVELYN Y. FALER,
Plaintiff
-vs-
GEORGE W. FALER,
Defendant

No. 7470

Filed November 3 1949
at 2:25 o'clock P. M.
BESSIE BABCOCK, Clerk
By Rose Blanchard Deputy Clerk

D E C R E E

The Court having heretofore made and filed its FINDINGS OF FACT and CONCLUSIONS OF LAW, which are hereby referred to for further particulars:

IT IS ORDERED, ADJUDGED AND DECREED, that the plaintiff be, and she hereby is granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be and she is hereby awarded the absolute care, custody and control of Elsa Louise Faler and George Robert Faler, the minor children of the parties, and the defendant, a member of the Armed Services, is hereby required to pay or see that there is paid to the plaintiff, the prescribed government allotment in the sum of Ninety two ($92.00) Dollars per month for the support of the plaintiff and their said children for as long as the subsidy of the Government is in existence through the Office of Dependency Benefits, and he remains a member of the Armed Services, and then following the dissolution of this agency of the Government, or his no longer being a member of the Armed Services, an amount commensurate with and in proportion to the defendant's ability to pay.

That the conveyance by the defendant on the 27th day of September, 1949 of all community property of the parties as her sole and separate property be, and the same is, hereby approved and confirmed, which said property is specifically described as follows:

> Lot 4 in Block 94 of LIDGERWOOD PARK ADDITION, in the City of Spokane, County of Spokane and State of Washington, as per map thereof recorded in Book "A" of Plats, page 124, in the office of the County Auditor of said County.

Dated this 3 day of November, 1949.

A. L. Morgan
District Judge

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Moscow, Idaho, this 3 day of Nov 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

X

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

ROBERT H. THORNTON,
Plaintiff,
vs.
IRENE N. THORNTON,
Defendant.

7372

Filed November 15 1949
At 3:35 o'clock P M.
Bessie Babcock Clerk

DECREE OF DIVORCE

The above entitled matter came on regularly to be heard and tried before the Court this 17 day of November, 1949, the plaintiff appearing in person and by his attorney of record, J. M. O'Donnell, and the defendant appearing neither in person nor by attorney.

On said hearing it appeared to the satisfaction of the Court that service of Summons was duly and regularly made by personal service as appears by the Acceptance of Service of Summons and Complaint filed herein, and the defendant having failed to appear and answer said Complaint within the time allowed by law and her time for appearing having expired and the default of said defendant having been entered according to law, and the Court having heard the testimony adduced on behalf of said plaintiff and in support of his Complaint and the cause having been finally submitted to the Court for decision, the Court finds that the allegations stated in plaintiff's Complaint on file herein are true and supported by the evidence.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THIS COURT AS FOLLOWS:

That the bonds of matrimony heretofore existing between

the above named plaintiff, Robert H. Thornton, and the above named defendant, Irene N. Thornton, be, and the same hereby are dissolved and the said parties, and each of them, are free from the married relation.

Dated at Moscow, Idaho, this 15 day of November, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO,
COUNTY OF LATAH } SS

I do hereby certify that the foregoing is a true copy of the original Decree of Divorce on file in my office.
Dated at Moscow, Idaho, this 15 day of November 1949

Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By _____ Deputy

J. M. O'DONNELL, LAWYER
LATAH COUNTY ATTORNEY

X

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

RUSSELL J. CORIELL,
Plaintiff,
vs.
EVELYN R. CORIELL,
Defendant.

No. 7404

Filed November 23 19 49
at 12:20 o'clock P. M.
BESSIE BABCOCK Clerk
By Rose Blanchard Deputy Clerk

DECREE OF DIVORCE

This cause having come on regularly for trial before the Court; the plaintiff appearing in person and by his attorneys, J. H. Felton and William J. Jones; the defendant having been duly and regularly served with summons and having failed to appear, and twenty days having elapsed and the default of the said defendant having been entered and filed in the said cause as provided by law; the Court having heard the evidence in support of plaintiff's complaint, the residence requirements provided by law having been corroborated; and the Court having heard the evidence in support of plaintiff's complaint, having made findings of fact herein supporting plaintiff's complaint, and having concluded as a matter of law that the plaintiff is entitled to the relief demanded in said complaint,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the plaintiff, Russell J. Coriell, and the defendant, Evelyn R. Coriell, be and the same are hereby dissolved, and that the plaintiff is awarded an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, Evelyn R. Coriell, is a morally unfit person to have the care, custody and control of the minor child. Diana Ray Coriell.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Russell J. Coriell, is a fit and proper person to have the care custody and controll of the minor child, Diana Ray Coriell.

Dated at Moscow, Idaho, this 23rd day of November, 1949.

A.L. Morgan
District Judge

STATE OF IDAHO,
COUNTY OF LATAH, ss.

I do hereby certify that the foregoing is a true copy of the original DECREE OF DIVORCE on file in my office.
Dated at Moscow, Idaho, this 23 day of Nov. 19 49.

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

4

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

PHILIP A. TYRWHITT,

Plaintiff,

vs.

JOCQUELINE ODETTE TYRWHITT,

Defendant.

D E C R E E

The above entitled cause came on regularly to be heard this 21st day of October, 1949, at Salmon, Idaho, C. Walker Lyon, Attorney at Law, appearing for the plaintiff throughout said hearing, and the defendant or an attorney to represent her failing to appear, and such cause having been submitted to this Court for its consideration, and upon the Findings of Fact and Conclusions of Law filed herein, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. That the bonds of matrimony that exist between the parties hereto, be, and the same hereby are, dissolved, returning each to the status of a single person.

2. That the sum of FIFTY and NO/100 ($50.00) DOLLARS per month is a just and reasonable sum to be paid by the plaintiff to the defendant towards the care and support of the minor child of the parties to this action.

DATED This 21st day of October, 1949.

Filed November 3rd, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 192

PRESTON THATCHER

DISTRICT JUDGE

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. Simmonds, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DIVORCE DECREE as the same appears of record in my office, in Book E of Judgments, Page 192, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of December, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.

By Betty Lue Smart, Deputy

8002

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

JOHN C. SNOOK,

Plaintiff,

VS

KATHERINE SNOOK,

Defendant.

COPY

DECREE OF DIVORCE

This cause came on regularly to be heard at Salmon, County of Lemhi, State of Idaho, this 24th day of October, 1949, before the Honorable Preston Thatcher, District Judge, sitting without a jury; the issue was framed by the complaint filed by the plaintiff and the answer thereto filed by the defendant; Fred H. Snook, Attorney at Law, appeared for and on behalf of the plaintiff, and Charles Herndon, attorney at law, appeared for and on behalf of the defendant; witnesses were duly sworn and testified, from which it appeared that the plaintiff is entitled to relief hereinafter granted; written findings of fact and conclusions of law being waived and the Court being fully advised in the laws and premises, now, and on motion of Fred H. Snook, counsel for plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between the plaintiff, John C. Snook, and the defendant, Katherine Snook, be, and the same hereby is, dissolved and held for naught, and said parties are, and each of them is, released from all obligations thereof and restored to the status of a single person.

2. That the plaintiff, John C. Snook, is hereby awarded the custody of the minor children, to wit: John R. Snook and Nancy K. Snook, with the right reserved to the defendant to see and visit said children at reasonable and proper times;

3. That the defendant, Katherine Snook, is hereby awarded the custody of the minor children, to wit: Linda J. Snook and William A. Snook, with the right reserved to the plaintiff to see and visit said children at reasonable and proper times;

4. That the property settlement agreement heretofore entered into between the parties hereto and admitted herein in evidence, shall be and the same is hereby approved and confirmed.

Dated: This 24th day of October, 1949.

Preston Thatcher
DISTRICT JUDGE

Filed October 27th, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 189.

State of Idaho,)
: ss.
County of Lemhi)

I, W. W. Simmonds, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE as the same appeared on file and of records in my office in Book E of Judgments, Page189, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27th day of October, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.
By Betty Lue Smart, Deputy.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

GEORGE L. CASTLEBERRY,

Plaintiff,

vs.

DOROTHY CASTLEBERRY,

Defendant.

D E C R E E

The above entitled cause came on regularly to be heard this 2nd day of November, 1949, in Salmon, Idaho, upon the complaint herein taken as confessed by the defendant on the proof taken herein, and upon said hearing it appearing to the satisfaction of the Court, that the defendant herein was duly served in person with Summons herein, attached to a copy of the Complaint on file in this action; and the defendant having failed to appear and answer said complaint of the plaintiff and the time for answering having expired, and no answer or other pleading having been filed, the default of the defendant, Dorothy Castleberry, was duly entered according to law, and on this day the plaintiff appeared in person and by his attorney, C. Walker Lyon, and introduced evidence in support of said complaint, by which it appears and the Court found:

That the plaintiff now is and has been a bona fide resident of the State of Idaho for more than six weeks immediately preceeding the commencement of this action; that the parties hereto were legally married on the 29th day of March, 1942,, and afterward resided together as husband and wife; that the defendant is not now a member of the Military or Naval Service of the United States of America;

That it satisfactorily appears to the Court that the material allegations of the Complaint are sustained by competent testi-

mony, free and clear from all exceptions as to its competency, admissibility and sufficiency; that the plaintiff and the defendant have continuously lived for more than five years immediately preceeding the filing of this action, and are now living, separate and apart.

That there is one child the issue of said marriage, William Leslie Castleberry, of the age of five years, and it further appearing that both parents are fit and proper persons to have the care and custody of such minor child, and that it is for the best interest of such child that he be in the custody of the plaintiff until the month of September, 1950, and that thereafter said child be in the care and custody of the defendant from said September, 1950, and during the nine-month school term of that year and each and every year thereafter until further order of Court, with such child being in the care and custody of the plaintiff during the summer vacation term of each and every year after said September, 1950, and that each party shall have the right and privilege to visit the child while in the custody of the other at any and all reasonable times.

That $25.00 is a reasonable sum for the plaintiff to pay the defendant each and every month that said minor child is in her custody under this Decree.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony that exist between the parties hereto, be, and the same hereby are, dissolved, returning each to the status of a single person.

2. That the minor child, William Leslie Castleberry, be in the custody of the plaintiff, George L. Castleberry, until September, 1950; that thereafter the said child be in the care and custody of the defendant, Dorothy Castleberry, during the nine-month school term of each and every year; that such child be in the care and custody of the plaintiff, George L. Castleberry,

during the summer vacation term of each and every year thereafter; all until further order of Court and with the right and privilege to each party to visit such child at any and all reasonable times while in the custody of the other.

3. That the plaintiff pay the sum of TWENTY-FIVE and NO/100 ($25.00) DOLLARS towards the care and support of such minor child per each and every month that such child is in the defendant's care and custody.

DATED This 2nd day of November, 1949.

Filed November 2nd, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 191

PRESTON THATCHER
DISTRICT JUDGE

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. Simmonds, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE as the same appears of record in my office in Book E of Judgments, Page 191, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of December, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.

By Betty Lue Smart, Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI.

METTA VIRGINIA EDWARDS,
Plaintiff,

-vs-

HUBERT WELDON EDWARDS,
Defendant.

DECREE OF DIVORCE

THIS CAUSE, coming on to be heard the 31 day of October, 1949, before the Honorable Preston Thatcher, Judge of the Sixth Judicial District of the State of Idaho, sitting without a jury, at Salmon, Lemhi County, Idaho, Charles Herndon, appearing as Attorney for the Plaintiff and no one appearing for the Defendant, and

IT FURTHER APPEARING that the Defendant herein, HUBERT WELDON EDWARDS, was regularly served with Summons attached to a copy of the Complaint on file in this cause; that the said Defendant, having failed to appear and answer said Complaint, and the time for answering having expires, and no answer or demurrer having been filed; and

IT FURTHER APPEARING that an Affidavit in the above entitled cause, as required by the provisions of the Soldier's and Sailor's Act of 1949, as amended, has been filed showing that the Defendant is not in military service as defined by said Act; and the default of said Defendant, Hubert Weldon Edwards, having been duly entered according to law;

AND IT FURTHER APPEARING that no children have been born as the issue of this marriage, and that the Plaintiff and Defendant have no community property except one 1938 Chrysler Sedan, now in the possession of the Plaintiff.

AND evidence having been introduced on behalf of the Plaintiff on the hearing of this cause, and the Court having heard the testimony of the Plaintiff and other witnesses, and it fully and satisfactorily appearing to the Court, and the Court finding that all material allegations in the Complaint are true and are sustained by testimony, free from all legal exceptions, as to its competency, admissibility and sufficiency and that a divorce should be

granted as prayed for in said Complaint; and written Findings of Fact and Conclusions of Law having been waived.

NOW, THEREFORE, on motion of Charles Herndon, Attorney for Plaintiff, it is considered, ordered, adjudged and decreed as follows:

1. That the marriage between the Plaintiff, Metta Virginia Edwards, and Defendant, Hubert Weldon Edwards be, and the same is hereby dissolved, and the parties are, and each of them is, free and absolutely released from the bonds of matrimony and all obligations thereof.

2. That the 1938 Chrysler Sedan be awarded to the Plaintiff as her sole and separate property.

Done in Open Court this 31st day of October, 1949.

Filed November 1st, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 190

PRESTON THATCHER
District Judge

STATE OF IDAHO :
: SS.
County of Lemhi :

I, W. W. Simmonds, Clerk of the District Court of the Sixth Judicial District of the State of Idaho, and Ex-Officio Auditor and Recorder of said County, hereby certify that the foregoing is a full, true and correct copy of the original Decree in the above entitled cause, filed in my office on the 1st day of November, 1949.

WITNESS my hand and the seal of the District Court this 1st day of November, 1949

W. W. Simmonds
Clerk of the District Court

By Betty Lue Smart
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

EASTER LANE,

Plaintiff,

vs.

JOHN LANE,

Defendant.

DECREE

The above entitled matter come on for hearing before me, Hugh A. Baker, one of the Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Minidoka, at my chambers in the City of Rupert, County of Minidoka, State of Idaho, the plaintiff appearing in person and with witnesses, the defendant appearing not; and it appearing from the records and files in said cause that the defendant has been duly and regularly served with summons and complaint and that the default of the defendant has been duly and regularly entered, his time of appearance having expired; and it further appearing from the records and files that the said defendant is not in the military service of the United States of America within the meaning of the Soldiers and Sailors Civil Relief Act; and it further appearing that it is a proper matter to be heard at chambers.

WHEREUPON, witnesses were called, sworn and testified for and on behalf of the plaintiff, and the court after listening to all of said testimony, free of all legal objections thereto, and being fully advised in the premises, makes and enters its findings as follows:

1. The court finds that the plaintiff now is and for more than six weeks next preceding commencement of this action is and has been an actual and bona fide resident of the State of Idaho.

2. The court finds that the plaintiff and defendant were intermarried on or about the 25th day of February, 1943, and now are and ever since said time have been husband and wife.

3. The court further finds that the plaintiff and defendant have not acquired any community property and that no issue was born of said marriage.

4. The court further finds that the plaintiff having proven all of the material allegations of her complaint, that it is a proper matter for the entry of a decree of divorce in favor of the plaintiff, Easter Lane and against the defendant, John Lane.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the plaintiff, Easter Lane, and the defendant, John Lane, be and the same are hereby dissolved, and that a decree of divorce be made and entered in favor of the plaintiff, Easter Lane and against the defendant, John Lane.

Made and entered in my chambers this 15th day of October, 1949, in the City of Rupert, County of Minidoka, and within the Eleventh Judicial District of the State of Idaho.

H. A. Baker
District Judge

STATE OF IDAHO,)
) ss.
County of Minidoka.)

I, Worth S. Elton, the duly elected, acting and qualified Clerk of the District Court of the Eleventh Judicial District of the State of Idaho, in and for the County of Minidoka, do certify that the foregoing is a full, true and correct copy of the original decree filed and recorded in the above entitled cause of action.

IN WITNESS WHEREOF, I hereunto set my hand and seal of said Court this 15th day of October, 1949.

Worth S. Elton
Clerk, District Court

By Velma Hunt
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

ZELDA CRAIG,
Plaintiff,
vs.
GEORGE H. CRAIG,
Defendant.

DECREE

The above entitled matter came on to be heard on the opening day of the November term of Court on the 14th day of November, 1949, in open court.

The Court being fully advised in the premises and after examining the records and files of said cause, the Court finds the defendant has been duly and regularly served with summons and complaint and default of defendant has been duly and regularly entered, and said cause having been called for trial on this date and the defendant having appeared neither by person nor by answer and the matter came on regularly to be heard.

Witnesses were called, sworn and testified for and on behalf of the plaintiff, and the court after listening to all of said testimony, free of all legal objections thereto, and being fully advised in the premises, makes and enters its findings as follows:

1. The court finds that the plaintiff now is and for more than six weeks next preceding commencement of this action is and has been an actual and bona fide resident of the State of Idaho.

2. The court finds that the plaintiff and defendant were intermarried on or about the 23rd day of April, 1922, and now are and ever since said time have been husband and wife.

3. The court finds that there is no minor children born the issue of said marriage.

4. The court finds that the said plaintiff and defendant have not acquired any community property, but that the plaintiff is the owner of a small amount of household goods acquired by said plaintiff by her separate earnings and that said household goods is the separate property of said plaintiff.

5. The court finds that the defendant more than ten years next preceding plaintiff's action, did abandon, desert and leave this plaintiff and has not lived with said plaintiff nor furnished said plaintiff with the necessities of life for a period of more than ten years next preceding the filing of plaintiff's complaint. All of which the Court finds is due to no fault of this plaintiff.

6. The court finds that the plaintiff having proven all of the material allegations of her complaint, that it is a proper matter for the entry of a decree of divorce.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the plaintiff, Zelda Craig, and the defendant, George H. Craig, be and the same

are hereby dissolved, and that a decree of divorce be made and entered in favor of the plaintiff, Zelda Craig, and against the defendant, George H. Craig.

2. That it be further ordered, adjudged and decreed that the household goods now in possession of said plaintiff be and hereby decreed to the plaintiff, Zelda Craig, as her sole, separate property and estate and any claim of title or interest of the defendant, George H. Craig, be and is hereby quieted in the plaintiff, Zelda Craig.

Made and entered in open court this 14th day of November, 1949.

H. A. Baker
District Judge

STATE OF IDAHO)
) ss.
County of Minidoka.)

I, Worth S. Elton, the duly elected, acting and qualified Clerk of the District Court of the Eleventh Judicial District of the State of Idaho, in and for the County of Minidoka, do certify that the foregoing is a full, true and correct copy of the original decree filed and recorded in the above entitled cause of action.

IN WITNESS WHEREOF, I hereunto set my hand and seal of said court this ~~Elton~~ 14th day of November, 1949.

Worth S. Elton
Clerk, District Court

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MINIDOKA COUNTY

-O-

WILLIAM G. MARKLAND,

Plaintiff,

vs.

MARY B. MARKLAND,

Defendant.

DECREE OF DIVORCE

-O-

The above entitled cause came on regularly for hearing at the request of the plaintiff in open court at Rupert, Minidoka County, Idaho on the 15th day of November, 1949, before the Honorable H. A. Baker, Judge of the said court. Both the plaintiff and the defendant appeared in person and the plaintiff appeared also by counsel. It appeared to the Court that the defendant had by an instrument in writing, duly signed and acknowledged by her, admitted due and legal service of summons and complaint upon her in Minidoka County, Idaho and had expressly waived the time allowed by law for appearance in said action.

Witnesses on the part and behalf of the plaintiff were sworn and examined and certain documentary evidence was offered and the plaintiff rested and the defendant was sworn and examined and the cause was submitted to the Judge for consideration and decision and it appearing to the Judge that the allegations contained in plaintiff's complaint are true and are sustained by evidence free from all objections as to its competency, relevancy and admissibility and that the plaintiff is entitled to a decree of divorce from the defendant and to decree awarding to him the care, custody and control of the minor child of the parties hereto hereinafter named.

And it further appearing that the parties hereto had entered into an agreement settling, adjusting and dividing their property and property interests and that said agreement was reached and entered into without fraud, undue influence or coercion on the part of either thereto against the other but was entered into by the parties after due consideration and deliberation and after each party had consulted with and obtained the advice of persons of his or her selection and that said agreement is not contrary to the public policy of the State of Idaho, is in all respects fair, just, reasonable and equitable and should in all respects be ratified, approved and adopted by the decree of this court.

WHEREFORE By reason of the law and the promises aforesaid:

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, William G. Markland, and the defendant, Mary B. Markland, be and the same are hereby dissolved and that each party thereto be and each of them is hereby released of all objections thereof and that the care, custody and control of William Gale Markland, a son, now eighteen years of age, be and the same is hereby given and awarded to the plaintiff subject to a right on the part of the defendant to visit said child at reasonable times, intervals and periods and subject also to

a right on the part of the defendant to have the said child visit with her whenever, and for that period or periods of time, that the said child so desires.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the agreement so made and entered between the parties hereto for the settlement, adjustment and division of their property and property rights and interests, a copy of which is attached to plaintiff's complaint on file herein, be and the same is hereby in all respects approved, ratified and adopted as a fair, just, reasonable and equitable settlement and division of the property rights and interests of the parties hereto and by the way of enforcing and based upon said agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff, William G. Markland, be and he is hereby decreed to be owner of and is hereby given and awarded as his separate property and estate free and clear of all claims, interests or estate on the part of the defendant, the following described real property located in Minidoka County, Idaho, to-wit:

> Lots numbered Seven (7) and Eight (8) of Block Twenty-five (25) of the Original Townsite of the City of Rupert, Idaho, according to the official plat thereof, now on file in the office of the County Recroder of Minidoka County, Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff, William G. Markland, be and he is hereby decreed to be owner of and is hereby given and awarded as his separate property and estate free and clear of all claims, interests or estate on the part of the defendant, except as hereinafter specifically provided, the following described personal property, to-wit:

All household furniture, furnishings, draperies, kitchen utensils and all other personal property of every kind or nature used in connection with the home which the parties hereto have maintained on the above described real estate, excepting clothing and personal effects of the defendant, including any jewelry belonging to her, and he shall also receive the following listed property:

> One 1948 Buick passenger automobile, Serial No. _____ Motor No. _____.
>
> All money now on deposit in the Idaho First National Bank, Rupert Branch, in a savings account in the name of the parties hereto, amounting to approximately $3,200.00, together with all interest that has accrued or may accrue thereon, whether the same has or has not been credited to said account.
>
> All money now on deposit in the Idaho First National Bank, Rupert Branch, in a checking account in the names of the parties hereto, after deducting therefrom the sum of $10,000.00, to be paid to the wife, leaving a balance of approximately $4,000.00.
>
> One life insurance policy upon the life of the plaintiff, issued by the Businessmen's Assurance Company of America, for the sum of $5,000.00.

One life insurance policy issued by the Equitable Life Insurance Company of America upon the life of the plaintiff for the sum of $2,000.00.

The merchandise, furniture, fixtures, apparatus, and equipment, business and good-will of the candy, popcorn store and soft drinks parlor located at 606 Fremont Avenue, Rupert, Idaho.

The interest that is now owned by the parties hereto in the following named partnerships and corporations, to-wit:

PARTNERSHIPS	PER CENT OWNED
Harris-Voeller Theaters of Nyssa, Oregon	4.769
Harris- Voeller Theaters of Emmett, Idaho	12.5
Harris-Voeller Theaters of Lovelock, Nevada	5.
Signal Mountain Lodge, Moran, Wyoming	1.611
Cape Horn Lodge, Stanley, Idaho	25.
Rich Theater, Montpelier, Idaho	4.
Harris-Voeller Theaters of Carson City, Nev.	5.

CORPORATIONS	SHARES
Harris-Voeller Hotels, Burley, Idaho	1579
Harris-Voeller Realty Co., Nyssa, Oregon	5
Harris-Voeller Realty Co., Carson City, Nev.	1491
Harris-Voeller Realty Co., Montpelier, Ida.	15

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant, Mary B. Markland, be and she is hereby decreed to be owner of and is hereby given and awarded as her separate property and estate free and clear of all claims, interests or estate on the part of the plaintiff, the following described property:

One life insurance policy issued by the New York Life Insurance Company, upon the life of the defendant in the amount of $1,000.00.

One 1947 Chevrolet automobile, Serial No. _____ Motor No. _____.

$10,000.00 cash that is now on deposit in the checking account of the parties hereto in the Idaho First National Bank at Rupert, Idaho.

The following described United States Savings Bonds, to-wit:

Number	Amount
L1777878 E	$ 50.00
L1141780 E	50.00
L1399568 E	50.00
C2211232 E	100.00
L1777877 E	50.00
C2853503 E	100.00
C4675649 E	100.00
C7594453 E	100.00
C7972272 E	100.00
C8113940 E	100.00
C9522409 E	100.00
C10056263 E	100.00
C12142951 E	100.00

C12431243 E	$100.00
C13650885 E	100.00
C15651357 E	100.00
C17310749 E	100.00
C19678687 E	100.00
C21983081 E	100.00
C24134446 E	100.00
C25035544 E	100.00
C29842063 E	100.00
C30689752 E	100.00
C34467216 E	100.00
C37075428 E	100.00
L38896884 E	50.00
L28896941 E	50.00
C66 111 858 E	100.00
C63 367 439 E	100.00
C93 251 050 E	100.00
C10 099 609 E	100.00
C116 s6s 958 E	100.00

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That in addition to the property which the defendant shall receive as ordered, adjudged and decreed hereinbefore, the plaintiff will pay, and it is hereby ordered, adjudged and decreed that he do pay, to the defendant during any unmarried period of her lifetime that the plaintiff shall own and hold all or any part of the above specified interests in the partnerships or all or any of the above specified stock in the corporations, one-third (1/3) of any dividends and earnings received by him for his interests in the corporations and partnerships, mentioned herein before, after the 1st day of January, 1950; Provided however, that the amount to be paid by the plaintiff, from theearnings of the partnerships and corporations shall not exceed in any year one-third of his proportion thereof as shown by the Federal income tax returns of such partnerships and corporations, to be verified by the plaintiff furnishing to the defendant a copy of Federal Form 1099. Such proportion of the income as specified herein to be paid by him to the defendant within a reasonable time after he received the same. It being the intent and purpose of this order that the said defendant shall receive such proportion of the income that is received by the plaintiff therefrom so long as the defendant is single. In the event that the defendant shall at any time remarry and such marriage shall be dissolved by divorce or death, upon the dissolution of such marriage, she shall receive one-third of the income and profits received by the plaintiff from the corporations and partnerships aforesaid after such dissolution, if the plaintiff shall then be living, and the owner of any interests in the corporation or partnerships.

Should the defendant remarry at any time after the signing of this decree, then while such marriage exists, the plaintiff will set aside for her future use, one-third of the profits and income received by him from the partnerships and corporations hereinbefore mentioned after such marriage, and during the existence of such marriage, to be paid to her upon such future marriage being dissolved by divorce, death or otherwise, provided, however, the plaintiff may at his discretion pay over to the defendant all or any portion of the said one-third of the net income received by him during the existence of such future marriage. Such payment or payments, if made by the plaintiff during the existence of such future marriage, shall not be or constitute, or be construed to be an election on the part of the plaintiff to pay to the defendant during the existence

of such future marriage any other portion of the said earnings and shall not entitle her to receive additional payments and shall not constitute a breach, alteration or modification of this contract.

It is expressly understood and agreed that this paragraph does not apply to any interest that the plaintiff had in the said corporations or partnerships prior to the marriage of the parties hereto, or to any interest that the plaintiff may acquire in the corporations or partnerships after the date of the execution of this decree.

Nothing contained in this decree shall give to the defendant any interest in the said corporations and partnerships or any of the accumulations or earnings thereof, and she shall only be entitled to receive one-third of such net profits or earnings that are by the corporations and partnerships distributed or paid to the plaintiff.

In the event of the death of the defendant before she shall receive the accumulations of money set aside for her future use as provided for herein, then all of the accumulations so set aside for the use of the defendant, shall be by the plaintiff paid to their son, William Dale Markland.

The defendant shall not have the right to anticipate the said payments, to sell, assign or transfer the same or any part thereof, or to sell, a sign or transfer her interest in the accumulations that may be set aside for her use and benefit.

Nothing herein contained shall be construed to prevent the plaintiff from selling, transferring, or conveying his interest in and to any or all of the partnerships above specified, or any of his stock in the corporations above enumerated. Provided, however, that the said plaintiff hereby declares and represents that he does not presently contemplate the sale of said stock and will not sell the same unless such sale is reasonable and proper for business purposes, or necessitated by sickness or ill health of the said plaintiff, and not made to defraud the said wife.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That any property that is acquired by either of the parties hereto, after the date of the execution of this decree, shall be the sole and separate property of the party acquiring the same, free and clear from any and all claims, demands or pretensions of the other party, and in the event that it shall become necessary for either party to procure the signature of the other to any instruments or documents to carry into effect any and all of the terms, conditions and provisions of this decree, the party whose signature is required will sign such instruments or documents that shall be or become necessary to be signed, in order to carry out all of the terms and conditions and provisions of this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said plaintiff pay the community debts and obligations of the parties hereto and at all times and in all respects save and hold the defendant and the property decreed to her harmless therefrom.

Dated at Rupert, Minidoka County, Idaho this 12 day of Feb 1949.

Hugh A. Baker.
District Judge

STATE OF IDAHO)
) ss.
County of Minidoka)

I, WORTH S. ELTON, Clerk of the District Court of the Eleventh Judicial District of the State of Idaho in and for Minidoka County do hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered in said court on the 12 day of Dec., 1949, in the case wherein William G. Markland was plaintiff and Mary B. Markland was defendant and that the original of said decree is now on file and of record in my office in the City of Rupert, Minidoka County, Idaho.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said court this 14 day of Dec., 1949.

Worth S. Elton
Clerk of the District Court
of the Eleventh Judicial
District of the State of Idaho,
in and for Minidoka County.

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

WALTER W. WEST,
Plaintiff,
vs.
EDNA M. WEST,
Defendant.

No. 10534

FILED
AT 10 O'CLOCK A M
NOV - 1 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE

The above entitled cause came on regularly for trial before the Court at Lewiston, Idaho, on the 1st. day of November, 1949, at ten o'clock A.M. The plaintiff appeared in person and was represented by his attorney, Owen L. Knowlton. The defendant did not appear either in person or by attorney, and she having been regularly served with Summons and Complaint in this cause in the County of Nez Perce, State of Idaho, on the 7th day of February, 1949, and twenty days having expired since said service, and she having failed to appear, demur or answer within the time allowed by law, or at all, and she being in default, and her default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause. Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted, and the Court being advised in the premises makes the following Orders, Judgments and Decrees:

That the defendant was regularly served with Summons and Complaint in this cause in Nez Perce County, State of Idaho, on

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 18

the 7th day of February, 1949.

That the allegations contained in Paragraphs I, II, III, IV, V and VI of the plaintiff's complaint are true as alleged, and are incorporated in this decree as Findings of Fact by reference with the same force and effect as though fully set forth herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

First: That the Court has jurisdiction of the parties and the subject matter of this action.

Second: That the bonds of matrimony heretofore existing between the plaintiff, Walter W. West, and the defendant, Edna M. West, be and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations; and that plaintiff is granted and given an absolute decree of divorce from the defendant.

Dated this 1st day of November, 1949.

Leo McCarty

District Judge.

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 1st day of Nov., 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

8010

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

J. L. TERWILLEGAR,

Plaintiff,

vs.

NESTA S. TERWILLEGAR,

Defendant.

10751

FILED
AT 10⁰⁰ O'CLOCK A M
NOV - 2 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

This cause having come on duly and regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled Court, at Lewiston, Nez Perce County, Idaho, on this 2nd day of November, 1949, plaintiff appearing in person and by and through his attorney of record, and the defendant having been served with process by publication of summons pursuant to the order of this Court, and it appearing to the satisfaction of the Court that the defendant is not in the military service of the United States, and the default of said defendant having been entered by the Clerk of the Court for her failure to appear, answer or demur to plaintiff's complaint within the time allowed by law, or at all, and the Court having heard the evidence introduced by and on behalf of the plaintiff and being fully advised in the premises, FINDS:

That the defendant is not in the military service of the United States in any capacity and is not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended;

That the plaintiff and defendant intermarried at Walla Walla, Washington, during the year 1925, and ever since have been and now are husband and wife;

That the plaintiff is now and was for more than six weeks immediately preceding the filing of this action a bona fide resident of the State of Idaho;

That no children have been born as issue of said marriage;

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 18

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

That the parties to this action have acquired no property and no property rights need be adjudicated;

That the plaintiff and the defendant have lived separate and apart for a period of more than five years and that the plaintiff and defendant have not cohabited together as husband and wife for more than five years immediately preceding the filing of this action.

From the foregoing Findings the Court concludes that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds as stated in the preceding paragraph.

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY ORDERED, ADJUDGED and DECREED that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same are hereby dissolved and the plaintiff is hereby granted an absolute decree of divorce from the defendant.

DONE in Open Court this 2nd day of November, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same appears on file and of record in my office.
WITNESS my hand and official seal this Nov 2 day of ____, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

RAY E. DURHAM
LAWYER
LEWISTON, IDAHO

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

FLOY L. STONER	)	10749
Plaintiff	)	
-vs-	)	D E C R E E
D. H. STONER	)	
Defendant	)	

FILED
AT 10⁰⁰ O'CLOCK A M
NOV - 3 1949
PHILIP WEINGERBER
Clerk of the District Court
By _____ E. V. BECK, DEPUTY

This matter coming on regularly for hearing on this day before the Honorable Leo McCarty, Judge of the above entitled Court, plaintiff appearing in person and by her counsel of record and the defendant failing to appear in person or otherwise, and it appearing that due and regular service of summons having been made upon the defendant and the time for answering having expired and no appearance having been made on behalf of the defendant and the default of the defendant having been duly and regularly entered, and that the defendant is not now in the services of the armed forces of the United States or any of its allies, and evidence having been adduced on behalf of the plaintiff and heard and considered by the Court and the Court finding that the allegations of plaintiff's complaint are true and the Court being fully advised in the premises, enters judgment as follows:

IT IS ADJUDGED AND DECREED, that plaintiff is now, and for more than one year prior to the filing of the complaint herein, was a bona fide resident of the State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be, and the same are hereby forever dissolved, and that the plaintiff be,

Entered Vol. _____ Page _____
Docketed Vol. 10 Page 18

and she hereby is awarded and granted an absolute divorce from the defendant on the grounds of desertion, and that plaintiff and defendant, and each of them, are hereby restored to the status of single and unmarried persons.

DONE in Open Court this 3rd day of November, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 3rd day of Nov, 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

8012

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

T. L. BURNS	)	10950
Plaintiff	)	
-vs-	)	D E C R E E
VIOLA L. BURNS	)	
Defendant	)	

FILED
AT 10 O'CLOCK A M
NOV - 3 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

Entered Vol._____Page_____
Docketed Vol._____Page_____

This matter coming on regularly for hearing on this day before the Honorable Leo McCarty, Judge of the above entitled Court, plaintiff appearing in person and by his counsel of record and the defendant failing to appear in person or otherwise, and it appearing that due and regular service of summons having been made upon the defendant and the time for answering having expired and no appearance having been made on behalf of the defendant and the default of the defendant having been duly and regularly entered, and that the defendant is not now in the services of the armed forces of the United States or any of its allies, and evidence having been adduced on behalf of the plaintiff and heard and considered by the Court and the Court finding that the allegations of plaintiff's complaint are true and the Court being fully advised in the premises, enters judgment as follows:

IT IS ADJUDGED AND DECREED, that plaintiff is now, and for more than one year prior to the filing of the complaint herein, was a bona fide resident of the State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be, and the same are hereby forever dissolved, and that the plaintiff be,

and he hereby is awarded and granted an absolute divorce from the defendant on the grounds of desertion, and that plaintiff and defendant, and each of them, are hereby restored to the status of single and unmarried persons.

DONE in Open Court this 3rd day of November, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same appears on file and of record in my office.

WITNESS my hand and official seal this 3rd day of Nov., 1949.

PHILIP WEISGERBER, Clerk

By [illegible]
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

LILA C. HOPEWELL,

Plaintiff,

vs.

CHARLES E. HOPEWELL, JR.,

Defendant.

No. 10723

FILED
At 10:30 O'CLOCK A M
NOV - 3 1949
PHILIP WEICKERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 18

The above entitled action came on regularly for trial in open court before the Honorable Leo McCarty at Lewiston, Idaho, on the 2nd day of November, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney Paul C. Keeton. The defendant did not appear either in person or by attorney, and he having been regularly and duly served with Summons and Complaint in this cause by publication pursuant to Affidavit and Order for service by publication; and said Summons having been published on the 14th day of September, 1949, and on each succeeding Wednesday thereafter to and until the 12th day of October, 1949, and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and The Court being advised in the premises makes the following

findings and decrees:

That the defendant was duly and regularly served by publication in the Lewiston Morning Tribune, by publication of said Summons on September 14, September 21, September 28, October 5 and October 12, 1949, and by mailing of a copy of Summons and Complaint to his last known post office address, being that of 521½ Chestnut, Long Beach, California, within ten days of the first publication of said Summons, as shown herein by Affidavit of Mailing filed on behalf of the plaintiff.

That the allegations of the plaintiff's Complaint are true as alleged and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though set out herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of desertion and wilful neglect and non-support.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Idla C. Hopewell, and the defendant, Charles E. Hopewell, Jr., be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

DATED this 2nd day of November, 1949, at Lewiston, Idaho.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 2nd day of Nov., 1949.

PHILIP WEISGERBER, Clerk

By _____ Deputy

8014

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

ALICE MacDONALD,

Plaintiff,

vs.

HAROLD WALTER MacDONALD,

Defendant.

10770

FILED
AT 10⁰⁰ O'CLOCK A M
NOV - 4 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. BECK, DEPUTY

DECREE OF DIVORCE

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 18

This cause having come on duly and regularly for hearing in Open Court on this 4th day of November, 1949, before the Hon. Leo McCarty, Judge of the above entitled Court, plaintiff appearing in person and by and through her attorney of record, and the defendant having accepted service of summons and complaint on October 12, 1949, in which Acceptance of Service the defendant certified that he is not in the military service of the United States in any capacity and not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the said defendant having failed to appear, answer or demur to plaintiff's complaint within the time allowed by law, or at all, and the default of said defendant having been duly and regularly entered for his failure to appear, answer or demur to plaintiff's complaint, and the Court having heard the evidence, both oral and documentary, FINDS:

That the defendant accepted service of summons and complaint in this action by an instrument in writing, duly acknowledged by the defendant on October 12, 1949; that the said defendant certified in said acceptance of service that he was not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended; that the defendant failed to appear within the time allowed by law, or at all, to answer or demur to plaintiff's complaint, and that his default was duly and regularly entered by the Clerk of this Court for his failure to appear,

answer or demur to plaintiff's complaint;

That the plaintiff and the defendant intermarried at Los Angeles, California, on January 8, 1945, and ever since have been and now are husband and wife;

That the plaintiff is now and was for more than six weeks immediately prior to the commencement of this action a bona fide resident of the State of Idaho;

That there has been born as issue of said marriage one child, to-wit, Harold Russell MacDonald, of the age of three years, which child is presently with plaintiff; that there will be another child born as issue of said marriage this month;

That the plaintiff is a fit and proper person to have the sole care, custody and control of the minor child of the parties to this action and also that of the unborn child;

That the plaintiff and the defendant have acquired no community property and no property rights need be adjudicated in this action;

That during the existence of said marriage the defendant has treated this plaintiff in a cruel manner, to-wit:

> That defendant has failed and refused to support this plaintiff during the past ten months, so that she has been forced to seek employment for the support of herself and the minor child of the parties to this action; that the defendant has been guilty of cruelty upon the body and person of the plaintiff upon several occasions and has cursed this plaintiff, using vile and obscene names on numerous occasions; that said defendant has openly associated with other women, all of which acts were calculated to and did cause this plaintiff grievous mental and physical suffering.

From the foregoing Findings the Court concludes:

1. That the plaintiff is entitled to an absolute decree of divorce from the defendant upon the grounds of cruelty.

2. That the plaintiff is a fit and proper person to have the sole care, custody and control of the minor child of the parties to this action and also that of the unborn child.

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY ORDERED, ADJUDGED and DECREED:

1. That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same are hereby dissolved and that the plaintiff is hereby granted an absolute decree of divorce from the defendant upon the grounds of cruelty.

2. That the sole care, custody and control of Harold Russell MacDonald, the minor son of the parties to this action, and that of the unborn child, is hereby awarded to this plaintiff.

DONE in Open Court this 4th day of November, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 4th day of Nov., 1949.

PHILIP WEISGERBER, Clerk

By [illegible] Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

ROLAND E. BIRD, Plaintiff,

-vs-

BETTY J. BIRD, Defendant.

No. 10721

FILED
AT 10⁰⁰ O'CLOCK A M
NOV 10 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 18

DECREE OF DIVORCE

This matter having come on regularly for hearing before the Hon. Leo McCarty, Judge of the above entitled court, the plaintiff appearing in person and being represented by his attorney of record, Earle W. Morgan, and it appearing that the defendant was heretofore duly, regularly and personally served with process of Summons and copy of Summons and Complaint, and that more than 20 days have expired since the defendant was so served, and the time for such appearance by the defendant having expired by law, and the defendant being in default, and it appearing that the defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, nor an officer of the Public Health Service, detailed by proper authority for duty either with the Army or the Navy, nor on active duty with any branch of service above referred to, nor under training or education under the supervision of the United States preliminary to induction into military service, and the default of the defendant having been duly and regularly entered, and the plaintiff having adduced and submitted evidence substantiating the allegations of his Complaint, and the court being fully advised in the premises, and it appearing that all of the allegations of plaintiff'

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

Complaint are true and supported by the evidence, and that a Decree should be entered herein granting the plaintiff the relief prayed for in his verified Complaint, NOW THEREFORE,

IT IS ORDERED, ADJUDGED, AND DECREED, that the plaintiff be and he hereby is granted an absolute divorce from the defendant on the ground of extreme cruelty, and that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same hereby are in all respects and forever dissolved, and that the plaintiff and defendant be and they hereby are restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the care, custody, possession and control of the minor child of plaintiff and defendant, namely, Barbara Jean Bird, be and the same hereby is awarded to the defendant, with the right of plaintiff to visit with said child at reasonable times, except that and during the Summer months of June, July, and August of each year hereafter, plaintiff shall have the care, possession, custody and control of said minor child. Plaintiff shall while the child is in defendant's possession pay to defendant for the support and maintenance of said minor child the sum of $50.00 per month on the first day of each and every month through the year 1949, and in the year 1950, and thereafter until the said child reaches the age of 18 years, plaintiff shall pay to defendant the sum of $30.00 per month for the support and maintenance of said child. In the event said child requires unusual or serious medical help or hospitalization, plaintiff shall pay therefor. Plaintiff shall not contribute to defendant's support in any particular.

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 10th day of Nov., 1949.

PHILIP WEISGERBER, Clerk

By E. Heck
Deputy

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that plaintiff shall pay to defendant, unless the same has already been paid, the sum of $100.00, in full settlement of her interest in any property whatsoever owned by plaintiff and defendant, pursuant to the Property Settlement and Agreement heretofore entered into between plaintiff and defendant on the 24th day of August, 1949, and hereafter identified, and the payment of said sum of $100.00 is in full settlement of the community interest of said defendant in or to such property. Plaintiff shall pay all bills and obligations of the community to and including the 24th day of August, 1949. There is hereby awarded to the plaintiff as his sole and separate property, including the rents, issues, profits and proceeds thereof and therefrom, the following described property, to-wit:

1936 Oldsmobile Sedan Automobile,

Household furniture and furnishings,

Any and all right or interest plaintiff has, or may have had, in the business of CITY DYE WORKS, or the proceeds thereof.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the Property Settlement and Agreement entered into between plaintiff and defendant on the 24th day of August, 1949, triplicate original of which is hereto attached and made a part hereof by reference, is fair and equitable, and was fairly and equitably made and entered into, and the same hereby is in all respects ratified and approved, and it is hereby ordered that each of the parties do and perform all acts and agreements therein set forth, and with the same force and effect, as though the same were specifically ordered done in this Decree.

Dated this 10th day of November, 1949.

LEO McCARTY
District Judge

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

X

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10788

MARY BAHR, mother and natural guardian of WANITA WILSON, a minor,

Plaintiff

vs.

ELMER WILSON

Defendant

DECREE

FILED
AT 10:45 O'CLOCK A M
NOV 25 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ___ Page ___
Docketed Vol. 10 Page 18

The above entitled cause came on regularly for hearing in open court on the 25th day of November, 1949, before the Honorable Leo McCarty, Judge of the above entitled Court. Plaintiff appeared in person and by her attorney, Russell S. Randall, and no person or persons appeared for or on behalf of the defendant Elmer Wilson. It appeared to the Court that the defendant Elmer Wilson was duly and regularly served with process of summons and complaint in Latah County, Idaho on the 4th day of November, 1949, all of which more fully appears from the return of service on file herein, and it further appearing the defendant has failed to appear, demur, answer or otherwise plead within the time provided by law, and the defendant having been in default and his default having been duly and regularly entered herein, and this cause having been duly and regularly set for trial and evidence oral and documentary submitted to the Court and the cause having been fully submitted to the Court and the Court having duly considered the same, and it appearing to the Court that all of the allegations in plaintiff's complaint are true and that the plaintiff herein is the mother and natural guardian of Wanita Wilson, a minor, and that the said Wanita Wilson was born on the 19th day of January, 1932 and on the 6th day of August, 1949, a marriage license was issued to the said Wanita Wilson and the defendant, Elmer Wilson; that thereafter a marriage ceremony

was solemnized on August 7, 1949 between the said parties and that at the time of said marriage the said Wanita Wilson was under the age of eighteen years and that the said Wanita Wilson and the defendant contracted and consummated the said marriage without the consent of either of the parents of the said Wanita Wilson or any person acting as her guardian.

NOW, THEREFORE, BASED THEREON,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage of Wanita Wilson and the defendant Elmer Wilson be and the same is hereby annulled.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the name of Wanita Louise Bahr, the maiden name of said Wanita Wilson, be and the same is hereby restored to the said Wanita Wilson.

Dated this 25th day of November, 1949.

LEO McCARTY

Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 25th day of Nov., 1949.

PHILIP WEISGERBER, Clerk

By E. Beck Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

JEANNE M. SANDERS,

Plaintiff,

vs.

IVAN M. SANDERS,

Defendant.

No. 10767

FILED
AT 10:30 O'CLOCK A M
NOV 25 1949
PHILIP W. GEISERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court before the Honorable Leo McCarty at Lewiston, Idaho, on the 25th day of November, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney,,and he having been regularly and duly served with Summons and Complaint in this cause by publication pursuant to Affidavit and Order for service in a foreign jurisdiction or by publication; and said Summons having been published on the 5th day of October, 1949, and on each succeeding Wednesday thereafter to and until the 2nd day of November, 1949; and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all; and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailers' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and

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Docketed Vol. 10 Page 18

the Court being advised in the premises makes the following findings and decrees:

That the defendant was duly and regularly served by publication in the Lewiston Morning Tribune, by publication of said Summons on October 5, October 12, October 19, October 26 and November 2, 1949, and by mailing of a copy of Summons and Complaint to his last known post office address, being that of General Delivery, Tacoma, Washington, within ten days of the first publication of said Summons, as shown herein by Affidavit of Mailing filed on behalf of the plaintiff.

That the allegations of the plaintiff's complaint are true as alleged and are incorporated in this Decree as Findings of Fact by reference with the same force and effect as though set out herein.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of wilful neglect and non-support.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Jeanne M. Sanders, and the defendant, Ivan M. Sanders, be, and the same are hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plain-

tiff, Jeanne M. Sanders, be, and she hereby is awarded the care, custody, charge and control of the minor children of the parties, namely, Constance Sanders and Nancy Sanders,

DATED at Lewiston, Idaho, this 25th day of November, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 25th day of Dec. 1949.

PHILIP WEISGERBER, Clerk

By [illegible] Deputy

4

8018

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

JEAN P. AMUNDSON, Plaintiff

-vs-

ARTHUR H. AMUNDSON, Defendant

10781

DECREE

FILED
AT 10:15 O'CLOCK A M
NOV 25 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

This matter coming on regularly for hearing on this day, before the Honorable Leo McCarty, Judge of the above entitled Court, plaintiff appearing in person and by her counsel of record and the defendant failing to appear in person or otherwise, and it appearing that due and regular service of summons having been made upon the defendant and the time for answering having expired and no appearance having been made on behalf of the defendant and the default of the defendant having been duly and regularly entered, and that the defendant is not now in the services of the armed forces of the United States or any of its allies, and evidence having been adduced on behalf of the plaintiff and heard and considered by the Court and the Court finding that the allegations of plaintiff's complaint are true and that the defendant has been guilty of extreme cruelty toward the plaintiff, and the Court being fully advised in the premises enters judgment as follows:

IT IS ADJUDGED AND DECREED, that plaintiff is now, and for more than six weeks prior to the filing of the complaint herein was, a bona fide resident of the State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be, and the same hereby are, forever dissolved, and that the

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 18

plaintiff be, and she hereby is awarded and granted an absolute divorce from the defendant on the grounds of extreme cruelty, and the plaintiff and defendant, and each of them, are hereby restored to the status of single and unmarried persons.

DONE this 25th day of November, 1949.

Lee McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 25th day of Nov., 1949.

PHILIP WEISGERBER, Clerk

By [signature]
Deputy

8019

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

EILEEN LEIST,

Plaintiff,

vs.

ALVIN LEIST,

Defendant.

No. 10776

FILED
10:45 A.M.
NOV 16 1949
E. G. Lees
Clerk

DECREE OF DIVORCE

Entered Vol. ___ Page ___
Docketed Vol. 10 Page 18

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty, judge of the above entitled court, on the 26th day of November, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney Paul C. Keeton. The defendant did not appear either in person or by attorney, and he having been regularly served with Summons and Complaint in this cause within the State of Idaho, on the 24th day of October, 1949, and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all; and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted, including a property settlement agreement; and the Court being advised in the premises makes the following findings and decrees:

That the defendant accepted service of Summons and Complaint in this cause within the State of Idaho at Elk City in Idaho County, Idaho, on the 24th day of October, 1949.

That the allegations of the plaintiff's Complaint are found by the Court to be true and by reference are incorporated in this Decree as Findings of Fact.

That the property settlement agreement entered into between the parties and submitted to the Court in this cause is fair and equitable and that the same should be approved by the Court.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Eileen Leist, and the defendant, Alvin Leist, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement heretofore entered into between the parties, a copy of which is attached hereto, incorporated herein and made a part hereof, is hereby approved by the Court; and the property rights of the parties are settled in accordance

with said agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Eileen Leist, be, and she hereby is awarded the care, custody, charge and control of the minor children of the parties, namely, Bartlett Leist and Dennis Leist; and that the defendant, Alvin Leist, be, and he hereby is granted the right to visit said children at reasonable times and at reasonable places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, Alvin Leist, be, and he hereby is ordered to pay to the plaintiff the reasonable sum of One Hundred ($100.00) Dollars per month support money for the care, maintenance and education of said minor children, commencing on the 1st day of December, 1949, with a like payment of One Hundred ($100.00) Dollars on the 1st day of each and every month thereafter, until the further order of this Court.

DATED at Lewiston, Idaho, this 26th day of November, 1949.

LEO MC CARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 26th day of Nov., 1949.

PHILIP WEISGERBER, Clerk
By E. Beck
Deputy

8020

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

HELEN LOUDENSLAGER, Plaintiff,

-vs-

ED. GLENN LOUDENSLAGER, Defendant.

10771

DECREE

FILED
AT 10:30 O'CLOCK A M
NOV 26 1949
PHILIP WEISGERBER
Clerk of the District Court
By ..... E. V. BECK, DEPUTY

Entered Vol. ..... Page .....
Docketed Vol. 18 Page 18

This matter coming on regularly for hearing in Open Court before the above entitled Court this day, plaintiff appearing in person and by her counsel of record and the defendant failing to appear in person or otherwise, and it appearing that due and regular service of summons having been made upon the defendant and the time for answering having expired and no appearance having been made on behalf of the defendant and the default of the defendant having been duly and regularly entered, and that the defendant is not now in the services of the armed forces of the United States or any of its allies, and evidence having been adduced on behalf of the plaintiff and heard and considered by the Court and the Court finding that the allegations of plaintiff's complaint are true and that the defendant has been guilty of extreme cruelty of and toward the plaintiff, and the Court further finding that the correct spelling of the last names of the parties hereto is Loudenslager, and the Court being fully advised in the premises enters judgment as follows:

IT IS ADJUDGED AND DECREED, that the plaintiff is now, and for more than one year prior to the filing of the complaint herein, was a bona fide resident of the State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be, and the same hereby are, forever dissolved, and that the plaintiff be, and she hereby is, awarded and granted an absolute divorce from the defendant on the grounds of extreme cruelty and that plaintiff and defendant, and each of them, are hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care and sole control and custody of said minor child, Janet Louise Loudenslager, be, and the same hereby is awarded to plaintiff with the right of visitation by the defendant at reasonable times and places, provided that said privilege may be exercised only when the defendant is sober and is not in default in the payment of support money herein provided.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant pay to plaintiff for the support and maintenance of said minor child the sum of $25.00 per month; said payments to commence on the 1st day of the month succeeding the date of this decree.

DATED this 26th day of November, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 26th day of Nov, 1949.

PHILIP WEISGERBER, Clerk

By [illegible] Deputy

8021

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10796 ✓

FLORENCE SCALES Plaintiff	)	
-vs-	)	D E C R E E
PAUL SCALES Defendant	)	

FILED
AT 9:45 O'CLOCK A M
NOV 30 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

This matter coming on regularly for hearing on this day, before the Honorable Leo McCarty, Judge of the above entitled Court, plaintiff appearing in person and by her counsel of record and the defendant failing to appear in person or otherwise, and it appearing that due and regular service of summons having been made upon the defendant and the time for answering having expired and no appearance having been made on behalf of the defendant and the default of the defendant having been duly and regularly entered, and that the defendant is not now in the services of the armed forces of the United States or any of its allies, and evidence having been adduced on behalf of the plaintiff and heard and considered by the Court and the Court finding that the allegations of plaintiff's complaint are true and that the defendant has been guilty of extreme cruelty toward the plaintiff, and the Court being fully advised in the premises enters judgment as follows:

IT IS ADJUDGED AND DECREED, that plaintiff is now, and for more than six weeks prior to the filing of the complaint herein was, a bona fide resident of the State of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be, and the same hereby are, forever dissolved, and that

Entered Vol. ____ Page ____
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the plaintiff be, and she hereby is awarded and granted an absolute divorce from the defendant on the grounds of extreme cruelty, and the plaintiff and defendant, and each of them, are hereby restored to the status of single and unmarried persons.

DONE this 30th day of November, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 30th day of Dec., 1949.

PHILIP WEISGERBER, Clerk

By E. Block
Deputy

X

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE.

* * * * *

PEARL SULLIVAN,

Plaintiff,

-vs-

RAYMOND SULLIVAN,

Defendant.

DECREE

2263

11/22/49 1:30 PM

* * * * *

The above-entitled action came on regularly to be heard and tried before the Court at Chambers in Boise, Ada County, State of Idaho, sitting without a jury, on the _____ day of November, 1949, plaintiff appearing in person and with her attorney, Milo Axelsen, and the defendant not appearing either in person or by attorney; and the Court having heretofore entered the default of the defendant, the Court proceeded to hear the evidence introduced in support of plaintiff's complaint; and it appearing to the Court that the defendant is guilty of extreme cruelty, and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED and DECREED that the Plaintiff, Pearl Sullivan, be divorced from the Defendant, Raymond Sullivan, and that the bonds of matrimony heretofore existing between the Plaintiff and the Defendant be dissolved; and

IT IS FURTHER ORDERED, ADJUDGED and DECREED, That the plaintiff be awarded the care, custody and control of the minor child of the plaintiff and defendant, to-wit: Calvin Lee Sullivan, born on July 18th, 1947.

Dated at Chambers in Boise, Ada County, State of Idaho, this _____ day of November, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO, } SS.
COUNTY OF OWYHEE, }

CERTIFICATE

I, F.M. HOBBS, , Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce #2263 - Pearl Sullivan, Plaintiff, -VS- Raymond Sullivan, Defendant. filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd day of November, 1949.

F.M. Hobbs
Clerk.

By , *Deputy.*

8023

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE.

No. 2696

TERESINA OLIVE ALLISON,

Plaintiff,

-vs-

JAMES DOUGLAS ALLISON,

Defendant.

Filed & Entered
Nov. 21,1949
Lillian Wilson, Clerk

D E C R E E

THIS CAUSE came on regularly for hearing in open Court at Payette, Idaho, this 21st day of November, 1949, Plaintiff appearing in person and by her attorneys of record, Norris & Norris; the defendant failing to appear in person, by attorney, or at all, the Court examined the records and files herein from which it appears to the satisfaction of the Court that the defendant has been heretofore duly, regularly and legally served with Summons and Complaint herein and that the time allowed by law for the defendant to appear and plead to the Plaintiff's Complaint on file herein has fully expired, and the default of the said defendant for failure to appear and/or plead to Plaintiff's Complaint on file herein has been duly and regularly entered herein by the Order of the Court according to law, and that a proper affidavit of non-military service has been filed herein, the Court then proceeded to hear the testimony and documentary evidence introduced by the Plaintiff in support of her cause on file herein;

And it appearing to the satisfaction of the Court from the said testimony and evidence so adduced that all of the allegations contained in plaintiff's Complaint herein are true; that the Plaintiff has been a resident of the State of Idaho, and of the County of Payette therein, for more than six (6) full weeks next preceding the commencement of this action; that the defendant has been guilty of extreme cruelty as alleged in plaintiff's Complaint on file herein, and that Plaintiff is entitled to a decree of

divorce as prayed for in her Complaint on file herein; and that the minor children, Janette Raye Allison, age 2 years 8 months, and Ida Mae Allison, age 1 year 6 months are now, and have continuously been, at and since the commencement of this action, in the custody of the Plaintiff in Payette County, Idaho; and the Court having made and entered its Findings of Fact and Conclusions of Law, in writing herein;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the Plaintiff, Teresina Olive Allison, and the Defendant, James Douglas Allison, be, and the same are, hereby dissolved, and that the Plaintiff, be, and she is hereby granted a decree of divorce against the Defendant upon the ground of extreme cruelty as prayed for in her Complaint, and that the Plaintiff and the Defendant are hereby restored to the status of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the Plaintiff, Teresina Olive Allison, be, and she is hereby adjudged to be a fit and proper person to be awarded the complete care, custody and control of the said minor children of the parties hereto, to-wit: Janette Raye Allison and Ida Mae Allison, and the Plaintiff, Teresina Olive Allison, be, and she is hereby awarded the complete care, custody and control of the said minor children of the parties hereto, Janette Raye Allison and Ida Mae Allison.

It Is Further Ordered, Adjudged and Decreed, That the interest or equity of the parties, in and to that certain 1938 Model Ford Tudor Sedan, Motor Number 184271465 which the parties had been purchasing under and by virtue of a Conditional Sales Contract which is being financed by General Motors Acceptance Corporation be, and the same is hereby awarded and decreed to the Defendant, James Douglas Allison as his sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the wearing apparel and personal effects of the Plaintiff be, and the same are hereby awarded and decreed to the Plaintiff as her sole

separate property.

Done in open Court at Payette, Idaho, this 21st day of November, A. D. 1949.

A. O. Sutton
District Judge.

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2696.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21 day of November, 1949.

Lillian Wilson
Clerk of the District Court

Y

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE.

- - - - - No. 2727

DOROTHY MAY BULLINGTON,
Plaintiff,
-vs-
GEORGE AMOS BULLINGTON,
Defendant.

Filed and entered
November 21,1949
Lillian Wilson
Clerk

D E C R E E

- - - - -

This Cause came on regularly for hearing in open Court at Payette, Idaho, this 21st day of November, A. D. 1949, Plaintiff appearing in person and by her attorneys of record, Norris & Norris; the defendant failing to appear in person, by attorney, or at all, the Court examined the records and files herein, from which it appears to the satisfaction of the Court that the defendant has been duly, regularly and legally served with summons and complaint herein; that the time within which said defendant was required by law to appear and plead has expired, and the default of the said defendant for failure to appear and/or plead to plaintiff's complaint on file herein has been duly and regularly entered herein by the Clerk of this Court according to law, and that a proper affidavit of non-military service has been filed herein, the Court then proceeded to hear the testimony and evidence introduced by the Plaintiff in support of her cause on file herein.

And it appearing to the satisfaction of the Court from the said testimony and evidence so adduced that all of the allegations contained in plaintiff's complaint herein are true; that the Plaintiff has been a resident of the State of Idaho for more than six full weeks next preceding the commencement of this action; that the defendant has been guilty of extreme cruelty; and that Plaintiff is entitled to a decree of divorce as prayed for in her Complaint on file herein; and the Court having made and entered

its Findings of Fact and Conclusions of Law, in writing herein;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED: That the bonds of matrimony now existing between the Plaintiff, Dorothy May Bullington, and the Defendant, George Amos Bullington, be, and the same are hereby dissolved and that the Plaintiff be, and she is hereby granted a decree of divorce against the defendant upon the ground of extreme cruelty as prayed for in her Complaint, and that the Plaintiff and the Defendant are hereby restored to the status of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the Plaintiff, Dorothy May Bullington, be, and she is hereby found and adjudged to be a fit and proper person to be awarded the care, custody and control of the said minor children of the parties hereto, to-wit: George Commer Bullington, age 5 years, and Roger Dale Bullington, age 3 years, and Plaintiff is hereby awarded the care, custody and control of said minor children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the wearing apparel and personal effects of the Plaintiff be and the same are hereby awarded and decreed to the Plaintiff as her sole and separate property, free and clear of any right, title, claim or interest therein of the said Defendant.

Done in open Court at Payette, Idaho, this 21st day of November, 1949.

A. O. Sutton
District Judge.

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2727.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21 day of November, 1949.

Lillian Wilson
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

* * * * *

COPY

REX E. HAMMER,

Plaintiff,

-vs-

BONNIE ELAINE HAMMER,

Defendant.

No. 2718

Filed & Entered
Nov.21,1949
Lillian Wilson,
Clerk

DECREE OF DIVORCE

- - - - -

This cause came on regularly for hearing this 21st day of November, 1949, plaintiff appearing in person and by his attorneys of record Welker & Daniel of Payette, Idaho, and defendant appearing by a General Appearance and Waiver, in which said defendant states she is not a member of the Armed Services of the United States of America or entitled to any rights by virtue of the Soldier and Sailors' Civil Relief Act of 1940, as amended, and defendant in said General Appearance and Waiver having admitted due and legal service of summons, and having refused to plead further in said matter and consenting that her default might be entered and the Court hear testimony and evidence introduced by the plaintiff in support of his cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grievous mental suffering and bodily injury in and upon the person of the plaintiff, all without cause or provocation,

Now, Therefore, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the plaintiff Rex E. Hammer and the defendant Bonnie Elaine Hammer, be, and the same are hereby dissolved, and the plaintiff be and he is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of extreme cruelty as prayed for in his complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons;

It is hereby further ORDERED, ADJUDGED and DECREED, That one Trailway Trailer on which there remains $800.00 unpaid, is set aside to the plaintiff as

his sole and separate property; and that the household goods, furniture, fixtures and appliances are set aside to the defendant as her sole and separate property;

It is further ORDERED, ADJUDGED and DECREED, That plaintiff pay to the defendant the sum of Twenty-five Dollars ($25.00), per month, for the care, support, maintenance and education of Janet Louise Hammer, said payments to commence on the 1st day of December, 1949 and to continue monthly thereafter until said child reaches the age of her majority or unless she sooner marries; and,

It is further ORDERED, ADJUDGED and DECREED, That plaintiff pay to the defendant the sum of Twenty-five Dollars ($25.00), per month, for the care, support, maintenance and education of Jerry Lee Hammer, said payments to commence on the 1st day of December, 1949 and to continue monthly thereafter until said child reaches the age of her majority or unless he sooner marries.

Done in Open Court this 21st day of November, 1949, at Payette, Idaho.

A. O. Sutton
District Judge

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2718.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21 day of November, 1949.

Lillian Wilson
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE.

- - - - - No. 2728

FLORENCE STUHR MURRAY,

Plaintiff,

vs.

GENE MURRAY,

Defendant.

Filed and entered
Nov. 21,1949
Lillian Wilson,
Clerk

D E C R E E

- - - - -

This Cause came on regularly for hearing in open Court at Payette, Idaho, this 21st day of November, 1949, Plaintiff appearing in person and by her Attorneys of record, Norris & Norris; the defendant failing to appear in person, by attorney, or at all, the Court examined the records and files herein from which it appears to the satisfaction of the Court that the defendant has been heretofore duly, regularly and legally served with Summons and Complaint herein and that the time allowed by law for the defendant to appear and plead to the Plaintiff's Complaint on file herein has fully expired, and the default of the said defendant for failure to appear and/or plead to Plaintiff's Complaint on file herein has been duly and regularly entered herein by the Order of the Court according to law, and that a proper affidavit of non-military service has been filed herein, the Court then proceeded to hear the testimony and documentary evidence introduced by the Plaintiff in support of her cause on file herein;

And it appearing to the satisfaction of the Court from the said testimony and evidence so adduced that all of the allegations contained in plaintiff's Complaint herein are true; that the Plaintiff has been a resident of the State of Idaho, for more than six (6) full weeks next preceding the commencement of this action; that the defendant has been guilty of habitual intemperance and extreme cruelty as alleged in Plaintiff's Complaint on file

herein, and that Plaintiff is entitled to a decree of divorce as prayed for in her Complaint on file herein; and that the minor child of the parties, Patricia Ann Murray, age 15 years, is now, in the custody of the Plaintiff; and the Court having made and entered its Findings of Fact and Conclusions of Law, in writing herein;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the Plaintiff, Florence Stuhr Murray, and the Defendant, Gene Murray, be, and the same are, hereby dissolved, and that the Plaintiff, be, and she is hereby granted a decree of divorce against the Defendant upon the ground of habitual intemperance and extreme cruelty as prayed for in her Complaint, and that the Plaintiff and the Defendant are hereby restoredto the status of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the Plaintiff, Florence Stuhr Murray, be, and she is hereby adjudged to be a fit and proper person to be awarded the care, custody and control of the said minor child of the parties hereto, to-wit; Patricia Ann Murray, and the Plaintiff, Florence Stuhr Murray, be, and she is hereby awarded the care, custody and control of the said minor child of the parties hereto, Patricia Ann Murray.

It Is Further Ordered, Adjudged and Decreed, That the wearing apparel and personal effects of the Plaintiff be, and the same are hereby awarded and decreed to the Plaintiff as her sole and separate property.

Done in open Court at Payette, Idaho, this 21st day of November, A. D. 1949.

A. O. Sutton
District Judge.

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2728.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21 day of November, 1949.

Lillian Wilson
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

* * * * *

COPY

LUCILLE SMITH, Plaintiff,

-vs-

JAMES R. SMITH, Defendant.

No. 2695

Filed & entered Nov. 21, 1949 Lillian Wilson, Clerk

DECREE OF DIVORCE

- - - - -

This cause came on regularly for hearing this 21st day of November, 1949, plaintiff appearing in person and by her attorneys of record Welker & Daniel of Payette, Idaho, and defendant appearing by a General Appearance and Waiver, in which said defendant states he is not a member of the Armed Services of the United States of America, or entitled to any rights by virtue of the Soldier and Sailors' Civil Relief Act of 1940, as amended, and defendant in said General Appearance and Waiver having admitted due and legal service of summons and having refused to plead further in said matter and consenting that his default might be entered and the Court hear testimony and evidence introduced by the plaintiff in support of her cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grievous mental suffering and bodily injury in and upon the person of the plaintiff, all without cause or provocation,

Now, Therefore, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the plaintiff Lucille Smith and the defendant James R. Smith, be, and the same are hereby dissolved, and the plaintiff be and she is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of extreme cruelty as prayed for in her complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons;

It is hereby further ORDERED, ADJUDGED and DECREED, That plaintiff is awarded the care, custody and control of Patricia Lucille Smith and Ronald Jean

Smith, minor children of the parties hereto, subject to reasonable rights of visitation on the part of the defendant;

It is hereby further ORDERED, ADJUDGED and DECREED, That defendant pay to the plaintiff the sum of Twenty-five Dollars ($25.00), per month, for the care, support, maintenance and education of Patricia Lucille Smith, said payments to commence on the 1st day of December, 1949, and to continue monthly thereafter until said child reaches the age of her majority or unless she sooner marries; and,

It is hereby further ORDERED, ADJUDGED and DECREED, That defendant pay to the plaintiff the sum of Twenty-five Dollars ($25.00), per month, for the care, support, maintenance and education of Ronald Jean Smith, said payments to commence on the 1st day of December, 1949, and to continue monthly thereafter until said child reaches the age of her majority or unless she sooner marries.

Done in Open Court this 21st day of November, 1949, at Payette, Idaho.

A. O. Sutton
District Judge

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2695.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21 day of November, 1949.

Lillian Wilson
Clerk of the District Court

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER.

Case No. 3606
Instrument No. 6
Filed Nov. 17 1949
Abigail Stuart
By Helen Hall
Deputy

MELBA R. CHRISTENSEN,
Plaintiff,
-vs-
ARNOLD E. CHRISTENSEN,
Defendant.

DECREE

Case No.

- - -

This cause came on regularly to be heard and tried before the undersigned, one of the Judges of the above entitled Court, at Pocatello, Bannock County, Idaho, on the 4th day of November, 1949, the plaintiff appearing in person and by her attorney Henry McQuade, and the defendant appearing neither in person nor by counsel.

It appearing to the Court that the defendant has been served with Summons and Complaint and has entered his answer and refusal to plead further, and default judgment has been duly entered against him.

Evidence was offered and received for and on behalf of the plaintiff in support of the allegations of her Complaint from which it appears that each and every one of the allegations of the Complaint are true and such are found to be facts;

NOW, THEREFORE, The law and the evidence being by the Court understood and considered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the said marriage of the plaintiff and defendant be, and the same is declared to be wholly annuled and void from the date of this judgment, the parties are, and each of them are free from the obligation thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be restored her maiden name of Melba R. Rosenthal.

JUDGMENT RENDERED And entered at Pocatello, County of Bannock, State of Idaho, this 4th day of November, 1949.

L. E. Glennon
DISTRICT JUDGE

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the case of MELBA R. CHRISTENSEN VS. ARNOLD E. CHRISTENSEN as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 23rd. day of Nov., 19 49

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen A. Hall
Deputy

8029

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER

MARIAN LAW,

Plaintiff,

vs.

CREED LAW,

Defendant.

DECREE

23 C 2
Nov. 16 - 49
Equal Stark
Helen Snell

The above entitled cause came duly on for hearing before the undersigned District Judge in his Chambers in Pocatello, Idaho, on the 14th day of November, 1949.

The plaintiff appeared in person and by her attorney, F. E. Tydeman.

The defendant appeared not, either in person or by attorney.

It appears to the court that a duly verified complaint was filed herein by the plaintiff, which said complaint stated a cause of action in favor of the plaintiff and against the defendant. That a summons was duly issued and service thereof made upon the defendant.

That thereafter the defendant by his attorneys, Zener and Peterson, filed herein a demurrer.

That thereafter the said demurrer was withdrawn and the defendant having failed to plead further upon a stipulation duly entered, the defendant refused to plead further, and his default therein was duly entered.

The defendant being in default because of his failure to answer the complaint, the court proceeded to hear the evidence of the plaintiff in support of the allegations of her complaint. The plaintiff and one witness having been duly sworn and having testified and from said testimony it appears as follows:

That for more than six weeks immediately preceding the filing of the complaint herein the plaintiff was and still is an actual

bona fide resident of the State of Idaho; that the parties were married May 9, 1947, at Idaho Falls, Idaho; that no children have been born of said marriage; that the parties have entered into an agreement relative to the disposition of the community property and said settlement is hereby approved; that during the existence of the marriage the defendant has been guilty of extreme cruelty; that the maiden name of the plaintiff is Marian Amundsen; that the defendant has paid to the plaintiff all sums due to the plaintiff in full settlement of the community property rights existing between the parties, and each of the parties is free from any and all obligations to the other on account of said marriage and the community property of the parties hereto; that in addition to the settlement of the community property rights of the parties hereto, the defendant has paid the attorney for the plaintiff and the court costs. And the court having found the facts as above set out finds that the plaintiff is entitled to the relief prayed for in the said complaint, except as herein set out, and it is therefore ordered, adjudged and decreed:

That the bonds of matrimony now existing between the parties hereto be and the same hereby are dissolved and set aside, and the parties are restored to the status of single persons; and the maiden name of the plaintiff, Marian Amundsen, is restored to the plaintiff.

Dated: November 18, 1949.

L. E. GLENNON
District Judge.

Certificate of True Copy

STATE OF IDAHO, } ss.
County of Power, }

I, Hazel Stuart, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original Decree in the case of Marian Law vs. Creed Law as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 17th day of Nov, 1949.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

8030

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR POWER COUNTY.

3433

Nov. 29- 49

Royal Stuart

Helen Hall

LILLIAN MAXINE MAINS,)
Plaintiff,)
vs.)
JULIUS EARL MAINS,)
Defendant.)

DECREE OF DIVORCE

This cause came regularly on for hearing the 26th day of November, 1949, in the above entitled court, plaintiff appearing in person and by her counsel B.W. Davis, and the defendant failing to appear in person or otherwise, the default of the defendant having been entered for his failure to answer or otherwise plead to plaintiff's complaint and the court having heard the testimony of the plaintiff supported by a competent witness as to her residence, and the defendant, by his failure to appear, having waived Findings of Fact and Conclusions of Law, and the Court being fully advised in the premises;

And it appearing to the Court and the Court finds that the plaintiff has been a bona fide resident or Pocatello, Bannock County, Idaho, for more than six weeks immediately preceding the commencement of this action;

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby dissolved and each of the parties thereto relieved from all obligations thereof, and each of them be and they are hereby restored to the status of single persons and the plaintiff is restored to her maiden name of Lillian Maxine Hill.

DONE in open court this 26th day of November, 1949.

I.E. McDougall
District Judge

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE OF DIVORCE in the case of LILLIAN MAXINE MAINS VS. JULIUS EARL MAINS as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 1st. day of December, 1949.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF POWER

EVELYN JOSEPHINE RICHTER,

Plaintiff

vs

ROBERT H. RICHTER,

Defendant

DECREE

3630
6
Nov. 29 - 49
Hazel Shultz
Helen Hall

The above entitled cause came on regularly to be heard upon the 26th day of November, 1949, before the undersigned, one of the District Judges of the above entitled court, sitting as Judge thereof, the plaintiff appearing in person and by her attorney, Hugh Maguire, Jr., the defendant appearing by his attorney Louis F. Racine, Jr., and the parties announced that they were ready for trial.

Whereupon, the court proceeded to take evidence. The plaintiff in the action testified concerning the allegations of the complaint, and her witness Dorothy Uhrich was duly sworn and testified in support of the allegations in the complaint. A Marriage Settlement Agreement entered into between plaintiff and defendant was offered and received in evidence. The defendant refused to offer evidence in support of his answer, and the court after hearing the testimony and examining the evidence offered and received, and being fully advised in the premises, finds that the plaintiff is entitled to a divorce as prayed for in said complaint.

WHEREFORE, in consideration of the premises, both parties having waived findings of fact and conclusions of law, and the Court being fully advised herein,

IT IS ORDERED, ADJUDGED, AND DECREED that the marriage heretofore

and now existing between plaintiff and defendant be, and the same is, hereby dissolved, and that each of the parties herein be, and they are, granted an absolute divorce and restored to the status of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Marriage Settlement Agreement entered into between plaintiff and defendant dated November 16, 1949 be, and the same is hereby, approved and plaintiff awarded as her sole and separate property the piano, desk and file, refrigerator, daveno, dryer and $300.00 cash. The defendant is awarded as his sole and separate property the 1935 Plymouth automobile, projector and films, duplicator, juicer and certain personal belongings such as books and theological equipment.

Dated this 26th day of November, 1949.

/s/ Isaac McDougall
Isaac McDougall
District Judge

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the case of EVELYN JOSEPHINE RICHTER VS. ROBERT H. RICHTER as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 1st. day of Dec., 19 49.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall
Deputy

8032

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

BLANCE ROSE KOENIG,)
Plaintiff,)
vs.)
ALBERT JULIUS KOENIG,)
Defendant.)

No. 10868

ENTERED, DOCKETED AND FILED
NOV 21 1949
Anna K. Battick
Clerk District Court
By Betty Burstel Dep

D E C R E E

This matter coming regularly on to be heard this 29th day of July, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. And the plaintiff herein being represented by her attorney, Dale Austin, and the defendant and cross-complainant appearing in person and being represented by his attorney, Sennett S. Taylor. And it appearing that defendant answered plaintiff's complaint and thereafter filed a cross-complaint for a decree of divorce from plaintiff and plaintiff filed a general denial to said cross-complaint whereupon this matter came to be heard upon defendant's said cross-complaint,

WHEREUPON, witnesses were called, sworn and examined and their testimony having been considered and the court being advised in the premises and findings of fact and conclusions of law in this matter having been waived by counsel;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now and heretofore existing between plaintiff and defendant be dissolved and that the defendant and cross-complainant herein be, and he hereby is awarded an absolute decree of divorce from plaintiff.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the custody and control of George Michael koenig be, and it hereby is, awarded to the plaintiff and cross-defendant except

as hereinafter set forth, and that the custody and control of Albert Julius Koenig Jr. be, and it hereby is, awarded to the defendant and cross-complainant, except as hereinafter set forth, and that each of the parties hereto shall have the right to see and visit the child in custody of the other party at all reasonable times and places.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that during the summer vacation months the custody and control of both of said children shall be in the same party so that said children may spend part of their time together. That during the summer months of 1950 both of said children shall have their custody and control awarded to their monther, the plaintiff and cross-defendant and that thereafter such vacation periods shall alternate between the parties hereto.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that defendant and cross- complainant pay to plaintiff the sum of $25.00 per month during such time as she has custody of said George Michael Koenig and the sum of $50.00 per month during the summers or such other times as she has custody of both of said children and that defendant and cross-complainant in addition to such sum or sums shall pay all doctor, hospital, dentist or other large necessary expenses of said children.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff and cross-defendant have as her full share of said community property said bedroom set, piano, vacuum cleaner and miscellaneous household goods and utensils and that other community property be and it hereby is awarded to defendant and cross-complainant.

DATED this 29th day of July, 1949.

ALBERT H. FEATHERSTONE
District Judge.

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 21st day of Nov. 19 49

Inna K. Battick

Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burstes
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

- - - - -

WILMA HOWARD, Plaintiff,	)	NO. 10912
vs.	)	D E C R E E.
DEWEY E. HOWARD, Defendant.	)	

- - - - -

This cause came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, the 21st day of October, 1949, the plaintiff appearing in person and by her attorney, Piatt Hull, and there being no appearance by or on behalf of the defendant.

It appeared to the satisfaction of the Court from the records and files herein that the defendant had been regularly served with Summons and Complaint and that he had failed to appear, answer or plead within the time provided by law, or at all, and that his default had been duly and regularly entered in the premises.

It further appeared from the affidavit of the plaintiff that the defendant is not in the military service of the United States as defined by the Soldier's and Sailor's Civil Relief Act of 1940 and acts amendatory thereof.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint.

Thereupon the cause was submitted to the Court, and the Court being fully advised in the premises made and entered herein its Findings of Fact and Conclusions of Law.

NOW, THEREFORE, By virtue of the premises and in accordance with said Findings of Fact and Conclusions of Law;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, Wilma Howard, and the defendant, Dewey E. Howard, are hereby dissolved, set aside and held for naught, and the plaintiff is hereby granted an absolute divorce from the defendant.

2. That the plaintiff be, and she hereby is, awarded the permanent care, control and custody of Michael Howard, minor child of plaintiff and defendant, reserving to the defendant the right of visitation at reasonable times and places.

Dated this 21st day of October, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
NOV 14 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 14th day of Nov. 1949.

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

EDNA WARE,
Plaintiff,
vs.
GERALD E. WARE,
Defendant.

No. 10855

D E C R E E

- - -

This cause coming on regularly to be heard before me, the undersigned Judge of the above entitled court, plaintiff appearing in person and through her attorneys of record and with her witnesses and the defendant appearing not, and it appearing from the records and files in said action that the said defendant has been duly and regularly served with summons in the manner required by law and that the time within which the said defendant could appear or plead has heretofore elapsed and the default of the said defendant having been entered; witnesses having been called, sworn and examined on behalf of the plaintiff and the court being fully advised in the premises,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony heretofore and now existing between plaintiff and defendant be and they are hereby dissolved and plaintiff is awarded a decree of absolute divorce therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the sole care, cutsody and control of the minor child of plaintiff and defendant, Gerald Allen Ware, be and the same is hereby awarded to plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the said defendant pay to plaintiff for the care, maintenance and support of the said minor child of plaintiff and defendant the sum of $75.00 per month commencing with the 1st day of November, 1949 and continuing until said child has reached the age of eighteen years.

Done in open court this 1st day of November, 1949.

ALBERT H.FEATHERSTONE

District Judge

Entered, Docketed and Filed
NOV 1 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true and correct copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 1st day of Nov. 19 49

ANNA K. BATTICK

Clerk of the District Court of the First Judicial District of the State of Idaho in and for Shoshone County

By Betty Burster Deputy

8035

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

FRANCES E. CULP,
Plaintiff
-vs-
KENNETH J. CULP,
Defendant.

No. 10954

DECREE

This cause having regularly come on to be heard before the undersigned judge of the above entitled court at Wallace, Shoshone County, Idaho, plaintiff appearing in person and by Dale Austin, her attorney; the defendant appearing by his attorney, Alden Hull and the defendant having filed a demurrer to the complaint; a stipulation being on file under which defendant submitted the demurrer to the complaint without argument and having waived notice of time and place of hearing and written finding of fact and conclusion of law; The court, having duly considered the demurrer to the complaint, has entered an order overruling the demurrer; whereupon competent and corroborative evidence was offered and received, substantiating the material allegation of the complaint; and written finding of fact and conclusion of law having been waived; now, therefore,

IT IS HEREBY ORDERED ADJUDGED AND DECREED: That the bonds of matrimony, heretofore and now existing between the plaintiff and defendant, be forever dissolved and set aside.

Dated this 3rd day of November, 1949.

Entered, Docketed & Filed
NOV 3 1949
Anna K. Battick Clerk District Court
By Betty Burster Deputy

/s/ A. H. Featherstone
District Judge

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby [illegible] the foregoing
copy of the original Decree
on file in my office.
Dated at Wallace, Idaho, 3rd Nov. 49.

ANNA K. BATTICK
Clerk
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

DELORES JUNE JONES,)
Plaintiff,)
vs.) No. 10946
) D E C R E E
RALPH EDWARD JONES,)
Defendant.)

- - - - -

This cause came regularly on to be heard on the 9th day of November, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. The plaintiff appeared in person and was represented by her attorney, Chas. E. Horning. The defendant did not appear, his default having theretofore been duly entered herein by reason of his failure to answer or otherwise plead to the plaintiff's complaint within the time allowed him by law for so doing.

WHEREUPON, witnesses were duly called, sworn and examined on behalf of the plaintiff, and the court having considered the testimony of said witnesses and being now fully advised in the premises, and having heretofore made and entered herein its Findings of Fact and Conclusions of Law,

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between plaintiff and

defendant be, and the same hereby are dissolved and that the plaintiff be, and she hereby is granted an absolute divorce from the defendant;

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff's maiden name, to-wit, Delores June Davis, be, and the same hereby is restored to her.

DATED November 9, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed And Filed
NOV 9 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Wallace, Idaho, this 9th day of Nov. 1949.

ANNA K. BATTICK
Clerk of the District Court
First Judicial District for
Shoshone County, Idaho
By Betty Burster
Deputy

8037

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATEOF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

SANDRA GALLOWAY,
Plaintiff,
-vs-
JOSEPH B. GALLOWAY,
Defendant.

NO. 10630

D E C R E E

This cause came on regularly to be heard this 14th day of November, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon the verified complaint of the plaintiff herein taken as confessed by the defendant for failure to appear and answer to the said verified complaint of plaintiff on file herein. Albert J. Graf appeared as attorney for plaintiff, and defendant did not appear. It appeared to the above entitled Court that the defendant was duly served with process and that said service was duly made by personal service, and the defendant's default for not appearing, answering or in anywise pleading in said cause was duly and regularly entered;

WHEREUPON, The Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her complaint, and after having heard the same, the testimony was closed;

WHEREUPON, The Court, considering the aforesaid testimony of plaintiff and her witnesses, together with all papers, records, files and documents herein, and having heretofore made and entered its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff, Sandra Galloway,

and the defendant, Joseph B.Galloway, be, and they hereby are, dissolved, and that the plaintiff be, and she hereby is, granted an absolute divorce from the defendant.

IT IS FURTHERORDERED, ADJUDGED AND DECREED That the plaintiff have restored to her, her former name, to-wit: Sandra Nurmi.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff hereby is awarded the 1946 Nash automobile, Ambassador type, motor #R406,814, serial #R406,814.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant pay one-half of the costs of the attorney fees and Court costs in this action.

Dated this 14th day of November, 1949.

ALBERT H. FEATHERSTONE
District Judge

A TRUE COPY:
Anna K. Battick
Clerk of District Court
By Albert H. Featherstone
Deputy

ENTERED, DOCKETED AND FILED
NOV 14 1949
Anna K. Battick
Clerk District Court
By Betty Burster
Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 14th day of Nov 19 49.

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

- - - - -

FLORENCE JOHNSON, Plaintiff,	)	NO. 10924
vs.	)	D E C R E E.
ROBERT K. JOHNSON, Defendant.	)	

- - - - -

This cause came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, at Wallace, Idaho, the 15th day of November, 1949. The plaintiff appeared in person and by her attorney, Piatt Hull, and the defendant appeared by his attorney, Eugene F. McCann.

It appeared to the satisfaction of the Court from the records and files herein that the defendant had been personally served with Summons and Complaint and that he had failed herein an answer to plaintiff's complaint.

It further appeared from the affidavit of the plaintiff that the defendant is not in the military service of the United States as defined by the Soldier's and Sailor's Civil Relief Act of 1940 and acts amendatory thereof.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint; no testimony was introduced on behalf of the defendant, and the Court being fully advised in the premises made and entered herein its Findings of Fact and Conclusions of Law.

NOW, THEREFORE, By virtue of the premises and in accordance with said Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between plaintiff, Florence Johnson, and the defendant, Robert K. Johnson, be, and the same hereby are, dissolved, set aside and held for naught, and the plaintiff is hereby awarded an absolute divorce from the defendant.

2. That the plaintiff be, and she hereby is, awarded the permanent care and custody of Phillip Richard Johnson, reserving unto the defendant the right to visit said child and have it visit him, at reasonable times and places.

3. That the defendant be, and he hereby is, required to contribute to the support of said child by payment in the monthly sum of $45.00, payable on the first day of each and every month.

4. That the defendant be, and he hereby is, required to pay plaintiff's counsel fees incurred herein in the sum of $100.00, together with costs of this action.

Dated this 15th day of November, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
NOV 15 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 15th day of Nov. 19 49.

ANNA K. BATTICK
Clerk of the District Court
First Judicial District of Idaho
Shoshone County, Idaho
By Betty Burster Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - -

LEONARD F. BROOKS,)
Plaintiff,)
-vs-) #10944 DECREE
DE LORIS V. BROOKS,)
Defendant.)

- - - -

This cause came regularly on to be heard this 16th day of November, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon a Complaint of the plaintiff herein, taken as confessed by the defendant by her failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. John J. Peacock appeared as attorney for the plaintiff, and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court, that the defendant was duly and regularly served with process, and that said service was personal service in the County of Shoshone, State of Idaho, and the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision,

and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and he hereby is, awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the property settlement heretofore entered into between the parties hereto be, and the same is hereby allowed, approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That plaintiff's name prior to her marriage to defendant of De Loris Hanson be, and the same is hereby restored to her.

Done in open Court this 16th day of November, A. D. 1949.

Albert H. Featherstone
District Judge

Entered, Docketed and Filed
NOV 16 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, 16th Nov. 1949.

ANNA K. BATTICK
Clerk of the District Court
First Judicial District of the State of Idaho
Shoshone County, Idaho

By Betty Burster
Deputy

8040

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

- - - - -

BETTY E. BROWN,
Plaintiff,
vs.
HAROLD A. BROWN,
Defendant.

NO. 10940

D E C R E E.

- - - - -

This cause came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, the 16th day of November, 1949, the plaintiff appearing in person and by her attorney, Alden Hull, and there being no appearance by or on behalf of the defendant.

It appeared from the records and files herein that the defendant is a member of the armed services of the United States; that he was personally served with the Summons and Complaint in this cause on the 18th day of October, 1949. That he voluntarily accepted service thereof and signed and filed herein a waiver of any and all rights he may have under the Soldier's and Sailor's Civil Relief Act of 1940 and Acts amendatory thereof, and consenting to the hearing and trial of this cause in his absence, and that by virtue thereof the default of the defendant was duly and regularly entered herein.

Thereupon the cause was submitted to the Court, and the Court being fully advised in the premises made and entered herein his Findings of Fact and Conclusions of Law.

NOW, THEREFORE, By virtue of the premises and in accordance with said Findings of Fact and Conclusions of Law;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, Betty E. Brown, and the defendant, Harold A. Brown, are hereby dissolved, set aside and held for naught, and the plaintiff is hereby granted an absolute divorce from the defendant.

2. That the plaintiff be, and she hereby is, awarded the complete control and custody of Judith Elaine Brown, minor child of plaintiff and defendant, but reserving to defendant the right to visit said child at reasonable times and places.

Dated this 16th day of November, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
NOV 16 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO)
COUNTY OF SHOSHONE) ss

I do hereby certify that the foregoing is a
copy of the original Decree
on file in my office.
Dated at Wallace, Idaho, this 16th day of Nov. 1949.

ANNA K. BATTICK
Clerk
First Judicial District
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

NORMA CARLSON,)
Plaintiff,) NO. 10927
vs.)
DONALD CARLSON,) D E C R E E
Defendant.)

This matter coming regularly on to be heard this 22nd day of November, 1949, before the Honorable Albert H. Featherstone Judge of the above entitled court. The plaintiff appeared in person and was represented by counsel, Sennett S. Taylor. The defendant did not appear nor was he represented by counsel. And it appearing that the defendant could not be found and that service was had upon the defendant by publication in the Mullan News, a newspaper published in Shoshone County, State of Idaho and designated as the paper most likely to notify the defendant, the last of said publications being on the 28th day of October, 1949, and that thereafter his default was duly entered for the reason of his failure to answer or otherwise plead within the time allowed him by law.

WHEREUPON, witnesses were called, sworn and examined on behalf of the plaintiff and the court having heard their testimony and being duly advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be, and they hereby are, dissolved and the plaintiff be, and she hereby is, awarded and absolute decree of divorce from the defendant.

DATED this 22nd day of November, 1949.

ALBERT H. FEATHERSTONE
District Judge.

ENTERED, DOCKETED AND FILED
NOV 22 1949

Anna K. Battick
Clerk District Court

By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this NOV 22 1949 day of 19

Anna K. Battick
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

8042

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

ERIK ELLIS,)
Plaintiff,)
vs.)
ELIN CHRISTINA ELLIS,)
Defendant.)

NO. 10933

DECREE

This matter came regularly on to be heard this 25th day of November, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. The plaintiff appeared in person and was represented by his attorney, Sennett S. Taylor, the defendant did not appear and was not represented by counsel. And it appearing that the whereabouts of the defendant is unknown and could not be found after due diligence and that service was had upon said defendant by publication in the manner and for the time prescribed by law and that thereafter defendant's default was duly entered for the reason of her failure to answer or plead to plaintiff complaint within the time so allowed her for so doing.

WHEREUPON, witnesses were called, sworn and examined and the court having heard their testimony and and being now fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be, and they hereby are, dissolved and that the plaintiff be, and he hereby is, awarded an absolute decree of divorce from the defendant.

DATED this 25th day of November, 1949.

ALBERT H. FEATHERSTONE
District Judge.

ENTERED, DOCKETED AND FILED
NOV 23 1949

Anna K. Battick
Clerk District Court

By Lilly Burstes Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original NOV 23 1949 on file in my office.

Dated at Wallace, Idaho, this NOV 23 1949 day of 19

NOV 23 1949 Battick
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Lilly Burstes
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - -

VIOLET E. SISK,)
Plaintiff,)
-vs-)
HAROLD S. SISK,)
Defendant.)

#10957

D E C R E E

- - - -

This cause came regularly on to be heard this 29th day of November , A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon a Complaint of the plaintiff herein, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. John J. Peacock appeared as attorney for the plaintiff, and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court, that the defendant was duly and regularly served with process, and that said service was personal service in the County of Shoshone, State of Idaho, and the defendant having not appeared or answered said Complaint, the default of said defendant was thereupon duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint, and after having heard the same the testimony was closed.

WHEREUPON, after a brief statement by the plaintiff's counsel, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony and statement of counsel, together with all papers, records, files and documents

herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is, awarded an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That all the right, title, equity and interest of the defendant in and to that certain agreement entered into on the 18th day of December, 1948, between Elsie Nyborg and Harold S. Sisk and Violet E. Sisk, wherein the plaintiff and defendant herein are purchasing from the said Elsie Nyborg certain real estate and personal property, and all of the defendant's right, title, interest and equity in and to the following described real property is hereby ordered, adjudged and decreed to the plaintiff as her sole and separate property, and in nowise community property:

> Lot Twenty-two (22) and the South two (2') feet of Lot Twenty-one (21), Block Sixteen (16) of the original Townsite (now City) of Kellogg, County of Shoshone, State of Idaho, according to the official and recorded plat thereof and that appurtenant Right of Way easement to said Lot Twenty-two (22) over Lot Twenty-three (23) of said Block Sixteen (16) of the said original Townsite (now City) of Kellogg, which easement is for roadway purposes with right of ingress and egress and which exists in conjunction with a subservient Right of Way easement hereinafter described over said Lot Twenty-two (22); that the Right of Way easement over said Lot Twenty-three (23) is described as follows, to-wit:
>
> Commencing at the Northwest corner of Lot Twenty-three (23); thence South along the West End Line of said lot a distance of four (4') feet; thence East along a line parallel to the North line of said Lot Twenty-three (23) to a point Forty-five (45') feet West of the East End Line of said lot; thence North Four (4') feet to the North Side Line of said Lot Twenty-three (23); thence West along North Side Line to the Northwest corner thereof and the place of beginning. Especially excepting and reserving from said Lot Twenty-two (22) that subservient Right of Way easement for roadway purposes with right of ingress and egress, described as follows, to-wit:

Commencing at a point Four (4') feet North of the Southwest corner of said Lot Twenty-two (22); thence East along a line parallel to the South line of Lot Twenty-two (22) to a point West of the East End Line of said Lot; thence South to the South line of said Lot Twenty-two (22); thence West along the South Side Line of said Lot to the Southwest corner thereof; thence North along the End Line of said lot to the place of beginning, which easement and Right of Way is appurtenant to Lot Twenty-three (23), Block Sixteen (16), of said original Townsite (now City) of Kellogg.

Together with all furniture and personal property as described: Two (2) beds and two chest of drawers, one Steward-Warner Refrigerator, one Wards washing machine, one Thermedorelectric stove, and kitchen cabinet, one dining table, three chairs, couch and chair, all floor coverings. One spark oil heater, one gondola, complete fountain equipment, grill, counter and ten stools, two deck tables, one table, four leather back chairs, and an equitable interest in a meat refrigerating case.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That all the plaintiff's right, title, equity and interest in and to the 1937 Convertible Ford Sedan, Motor Number 18-3,910,514, be, and the same is hereby awarded to the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the Deed, Agreement and Assignment entered into by the parties hereto, be, and the same is hereby allowed, approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant furnish to the plaintiff necessary monies for medical, dental and clothing bills for the children of the parties hereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff is awarded the absolute care, control and custody of Bonnie Jean Sisk and Larry Stanley Sisk, the minor children of the parties hereto, with the right of visitation in the defendant at all reasonable times and places.

Done in open Court this 29th day of November, A. D. 1949.

A. H. Featherstone
District Judge

ENTERED, DOCKETED AND FILED
NOV 29 1949

Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SEDGWICK } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office. NOV 29 1949

Dated at Wallace, Idaho, this ____ day of ____ 19__

Anna K. Battick
District Court Clerk
By Betty Burster
Deputy

8044

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

SUSIE TURNER,

Plaintiff,

vs.

GUY S. TURNER,

Defendant.

14035

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED NOV - 4 1949
E. A. Bullen Clerk
By June C. Nielsen Deputy Clerk
Entered NOV 4 1949 2:30 PM

DECREE OF DIVORCE

THIS CAUSE came on regularly for hearing on the 4th day of October, 1949, before Honorable Hugh A. Baker, one of the Judges of the above entitled Court, sitting in open court, the plaintiff being represented by her attorneys, Rayborn and Rayborn, and the defendant not appearing either in person or by counsel.

And it appearing to the Court that the defendant, Guy S. Turner, has heretofore been duly and regularly served with Summons and Complaint in the above entitled action, and has filed herein his appearance, and has refused to plead to or answer plaintiff's complaint and has consented that his default may be entered herein, and that the default of the said defendant for such failure to appear and answer plaintiff's complaint has been duly entered by the Clerk of the above entitled Court according to law; and a property settlement agreement having been entered into between the parties hereto;

Thereupon evidence was introduced and admitted from which it appears that each and all of the material allegations of the plaintiff's complaint have been established by competent evidence and the allegations of plaintiff's complaint as to her residence have been duly corroborated by competent testimony;

And the Court, being fully advised in the premises, on Motion of attorneys for plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED, as follows, to-wit:

1. That the bonds of matrimony heretofore existing between

the plaintiff, Susie Turner, and the defendant, Guy S. Turner, be, and they are hereby dissolved, and the parties hereto are restored to the status of unmarried persons.

2. That the said property settlement agreement, a copy of which is hereto attached and marked "Exhibit A", is hereby duly approved and confirmed and made a part of this Decree of Divorce.

3. That the plaintiff, Susie Turner, is hereby restored to her former name of Susie Soele, as prayed in her Complaint.

DATED This 4th day of October, 1949.

Hugh A Baker
District Judge.

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C A Bullen
Clerk of the District Court

By Irene C Nielsen
Deputy

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made and entered into this fourth day of October, 1949, by and between Susie Turner, hereinafter referred to as the party of the first part, and Guy S. Turner, hereinafter referred to as the party of the second part, WITNESSETH:

That whereas, the parties hereto are man and wife one of the other; and that they were married on the 30th day of April, 1949.

And, whereas, certain unhappy differences have arisen between the parties hereto, which make it impossible for them to continue to live together as man and wife; and that they are separating; and that they desire to make a settlement of their property rights and adjust and settle in an amiable manner their property between them.

I.

IT IS AGREED Between the parties that the party of the second part had certain separate property before the marriage of the parties hereto, and that since their marriage they have accumulated certain properties as community property, consisting of farm crops raised during the crop season of 1949;

AND IT IS FURTHER AGREED AND UNDERSTOOD That there are certain debts for labor and expenses on said crops; and the parties have agreed and do agree between themselves that the party of the second part is to pay to the party of the first part the sum of $800.00 in cash, the receipt of which is hereby acknowledged; and that in consideration of said payment the party of the first part agrees to and does hereby waive all rights to any of the community property belonging to the parties hereto; and further, that the party of the first part agrees to release the party of the second part from all demands and claims of every kind and nature by reason of their marriage, and to make no claim for alimony, support money, or any other claim against the party of the second part hereafter.

And it is further agreed that each of the parties is to have his or her own personal effects and belongings.

And it is further agreed and understood that this is a full and complete settlement of all property rights between the parties hereto, and that the property earned by either of the parties from this date forward is to be the sole and separate property of the one so earning same, and that the other shall have no claim thereto.

It is further agreed that if divorce proceedings are instituted by the party of the first part against the party of the second part that no demand or claim will be made against the party of the second part for attorneys fees or costs, or for any other demands.

And each of the parties to this agreement acknowledges that the foregoing agreement has been entered into without influence or misrepresentation, and that each of the parties freely and voluntarily as their own free act has this day signed this agreement.

IN WITNESS WHEREOF, the parties hereunto execute this agreement the day and year first above written.

Susie Turner
Party of the First Part.

Guy S. Turner
Party of the Second Part.

STATE OF IDAHO,)
(ss.
County of Twin Falls,)

On this 4th day of October, 1949, before me, E. M. Rayborn, a notary public in and for said State, personally appeared Susie Turner and Guy S. Turner, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal)

E. M. Rayborn
Notary Public
Residence: Filer. Idaho

My comm. expires 4/16/53

Copy 8045

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

13978

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED NOV 28 1949
E. A. Bullis Clerk
By Irene C. Nielsen Deputy Clerk

Robert F. Lynch, Plaintiff,)
(
vs)
(
Katherine M.Lynch, Defendant.)

DECREE.

The above entitled cause coming on to be heard before the Court on the second day of September 1949, and the plaintiff appearing in person and by his attorney Roy E.Smith and the defendant appearing not and it satisfactorily appearing to the Court that the defendant has been duly and regularly served with summons and copy of complaint herein according to law and has failed to answer or otherwise plead to said complaint and the time allowed by law within whichto appear and answer or otherwise plead to said complaint having expired and the default of defendant having been by the Clerk of the Court duly and regularly entered, witnesses were sworn and oral testimony and written evidence offered in behalf of the plaintiff in support of his complaint and a written agreement purporting to have been entered into between the plaintiff and defendant wherein they undertook to agree as between themselves as to the custody of their children and to settle as between themselves their rights in and to certain real and personal propertyoowned by them was submitted to the Court for consideration, and the Court having heard the testimony and examined the written agreement offered thereupon took the matter under advisement until the Sixteenth day of September, 1949. NOV 28 1949 9:10 am

That thereafter on the Sixteenth day of September,1949 the matter again coming before the Court to be determined and the Court having fully considered the evidence and being fully advised in the premises finds that the material allegations of plaintiffs complaint are true; that defendant has been guilty of extreme cruelty in her treatment of the plaintiff; that plaintiff is entitled to a decree of divorce from the defendant and that plaintiff is a proper party to have awarded to him the care and custody of the children of plaintiff and defendant.

The Court having fully considered the written agreement of the parties in which they attempt to adjust their respective rights to the custody of their children and their respective rights in and to certain real and personal property owned by them finds that the provision of said agreement wherein it is agreed that plaintiff shall have the care and custody of the minor children of the parties with the right of visitation in the defendant and the provision that plaintiff shall have one 1935 Model Chevrolet 1½ ton Truck,one Model 1939 Chrysler Sedan Automobile and his carpenter tools and wordworking equipment as his sole and absolute property are fair and equitable in their nature and to that extent the said property settlement agreement is approved.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be and the same hereby are, dissolved.

2. The sole care and custody of the minor children of the parties,namely Alleen Jeannine Lynch, Norma Jean Lynch, John Robert Lynch and Howard Lee Lynch is hereby awarded to the plaintiff, the plaintiff to be liable for the support and care of said children entirely, and the defendant to have the right to visit said children at all reasonable times and to have the right to have said children visit her in her home at reasonable times and intervals.

3. There is hereby awarded to plaintiff as his sole and separate property one 1933 model Chevrolet 1½ ton Truck,one 1939 model Chrysler Sedan Automobile and the carpenter tools and woodworking equipment as described in the complaint and agreement.

4. That the real property owned by the parties, described as Lot Six(6) of Allen Park, a subdivision in Kimberly,Twin Falls County,Idaho, together with the furnishings,household goods and household equipment therein be and the same hereby are awarded and decreed to the parties in equal shares and as equal owners, the plaintiff to have the right to posession of the same and to use and occupy the same as a home for plaintiff and the aforesaid children of the parties, and to retain possession for as long as said property is so used, provided that plaintiff shall pay all taxes on said property before the same become delinquent, shall keep said property insured against loss or damage by fire and pay for such insurance, shall maintain said property in a good state of repair and shall pay off the existing encumbrance on said real property as it becomes due provided further that one-half of the amount of the encumbrance on said real property so paid by plaintiff shall be a lien in favor of plaintiff upon the undivided one half interest of defendant in such real property.

Dated this 29th day of September,1949

HUGH H. BAKER
JUDGE OF DISTRICT COURT.

Copy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

MARY E. MICHAEL, Plaintiff,

vs

BERNARD MICHAEL, Defendant.

14036

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED NOV 4 1949
C. A. Bullen Clerk
By Irene C. Nielsen Deputy Clerk
Entered NOV 4 1949 2:40 PM

DECREE OF DIVORCE.

THIS MATTER came on to be heard before the above entitled Court on the 4th day of November, 1949. Plaintiff appeared in person and with her attorney, J. H. Barnes; defendant did not appear. It is shown to the Court that personal service of the summons and complaint in this action was made on the defendant in Twin Falls County on the 11th day of October, 1949; that he made no appearance herein within the time allowed by law, or at all, and that more than twenty days after said service the Clerk of this Court entered the default of the defendant for failure to appear and plead. Now, on motion of plaintiff's attorney, it is ordered that said entry of default be and it hereby is approved and confirmed.

Plaintiff was sworn and examined, and a witness was sworn and testified in support of plaintiff's testimony as to length of residence. From the evidence thus adduced, the Court finds that the allegations of plaintiff's complaint as to residence, the marriage of the parties, that there are no children and no community property, and as to the cruel treatment of plaintiff by defendant, are all true. From this, the Court concludes that the plaintiff is entitled to a decree of divorce from defendant on the ground of extreme cruelty.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between plaintiff and defendant be and they hereby are dissolved, and that each of the parties hereto be and

they hereby are restored to the status of a single, unmarried person; that the defendant be and he hereby is restrained from in any manner molesting plaintiff and from making threats against her and her small daughter by a former marriage.

Dated this 4th day of November, 1949.

Hugh A Baker
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C A Bullers
Clerk of the District Court

By Irene C Nielsen
Deputy

8047

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

Viola B. Forsberg,

Plaintiff,

Vs.

Theodore S. Forsberg,

Defendant.

14045

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED NOV - 4 1949
C. A. Bulles Clerk
By Irene C. Nielsen Deputy Clerk
Entered NOV - 4 1949 2:5[illegible] PM

DECREE.

This cause came on regularly for trial before the above entitled Court, at the court room thereof, in the County of Twin Falls, State of Idaho, on the date at the foot hereof. The plaintiff appeared in person and by and through her attorney of record, Ray D. Agee. The defendant did not appear, and it appeared to the Court, and it hereby finds, that the defendant, Theodore S. Forsberg, has been duly and regularly served with summons in this action, and having failed to appear and plead to the plaintiff's complaint filed herein, and the time allowed by law for pleading to said complaint having expired, and no answer, demurrer or other appearance having been made by the defendant, or filed herein, the default of the defendant, Theodore S. Forsberg, in the premises, has been duly and regularly entered herein according to law.

Whereupon, witnesses on the part and behalf of the plaintiff were duly sworn and examined and evidence introduced and admitted, and the evidence being closed, the cause was submitted to the Court for its consideration and decision and, after due deliberation thereon, the Court hereby finds and decides: That, for a long time last past, the defendant has wilfully, wrongfully and intentionally treated the plaintiff with extreme cruelty, and has inflicted grievous bodily injury and grievous mental suffering upon her by his acts and conduct; that all of the property, hereinafter described, and each part thereof, and each interest therein, is the sole and separate property of the plaintiff; and that each allegation set forth or contained in plaintiff's complaint on file herein is true and correct, and, being now fully advised both in the law and in the premises, the Court hereby makes and enters its judgment and decree as follows:

Wherefore, by virtue of the law and by reason of the premises aforesaid, it is hereby ordered, adjudged and decreed that the bonds of matrimony now and heretofore existing between the plaintiff, Viola B. Forsberg, and the defendant, Theodore S. Forsberg, be, and the same are hereby, wholly and absolutely dissolved, and that said parties be, and they are hereby, forever freed from the obligation thereof, and that a decree of absolute divorce be, and the same is hereby, entered herein in favor of the plaintiff and against the defendant.

And it is further ordered, adjudged and decreed that the defendant, Theodore S. Forsberg, be, and he is hereby, ordered, directed and required to pay to the plaintiff, Viola B. Forsberg, the sum of seventy-five dollars per month each and every month

hereafter for the support and maintenance of said plaintiff, and it is further ordered, adjudged and decreed that the first of said payments shall be made on or before the 10th day of December, 1949, and that a like payment shall be made on or before the 10th day of each succeeding calendar month thereafter.

And it is further ordered, adjudged and decreed that the plaintiff, Viola B. Forsberg, is the owner of and entitled to the possession of the property, hereinafter described, and each part thereof, and each interest therein, as her sole and separate property, and that the title of the plaintiff therein and thereto is good and valid, and it is further ordered, adjudged and decreed that the defendant, Theodore S. Forsberg, has no estate, right, title or interest whatever of, in, or to, or lien upon, said property, or any part or portion thereof, and that the title to said property, and each part thereof, and each interest therein, be, and the same is hereby, quieted in the plaintiff against all claims, demands, liens or pretensions of the defendant, and it is further ordered, adjudged and decreed that the defendant, Theodore S. Forsberg, be, and he is hereby, forever restrained, enjoined and debarred from asserting any claim whatever of, in, or to, or lien upon, said property, or any part or portion thereof, adverse to the plaintiff. Said property is particularly described as follows:

That certain real property, lying, situate and being in Twin Falls County, State of Idaho, particularly described as follows:

Lot seventeen of Davidson's Subdivision; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

That certain personal property, now situate and being in Twin Falls County, State of Idaho, particularly described as follows:

One steam table; one waffle iron; one small refrigerator; one dish washer; one walk-in ice box; one gas grill; one oil heating stove; one gas cooking stove; one French fryer; miscellaneous dishes, cooking utensils and restaurant equipment; together with the trade name and good will of the New Model Cafe, which is situated in the City of Twin Falls, Idaho; together with all other property of every kind, character and/or description belonging to or owned by said New Model Cafe.

One washing machine; one davenport and chair; one occasional chair; one dining room set; two single beds; one double bed; one electric refrigerator; one electric stove; miscellaneous bedding; miscellaneous household appliances, furniture, supplies, dishes and equipment; together with all other personal property now in the possession of or under the control of the plaintiff.

And it is further ordered, adjudged and decreed that the plaintiff be, and she is hereby, restored to her former name, to wit, Viola B. Smith, and that she be, and she is hereby, allowed, authorized and permitted to resume said name of Viola B. Smith.

Done in open Court, this 4th day of November, 1949.

Hugh A. Baker
Judge of the District Court.

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

E. A. Bulles
Clerk of the District Court

By Irene C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS 14053

Gracie McDaris, Plaintiff,

vs.

Gene McDaris, Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED NOV 18 1949
O. A. Bullen Clerk
Irene O. Nielsen Deputy Clerk

DECREE OF DIVORCE

This matter came on regularly for hearing on the 21st day of October, 1949, at the hour of 10:00 o'clock A.M. Entered NOV 18 1949 11:30 A.M. before the undersigned District Judge. Plaintiff appeared in person and by her attorney, J. W. Taylor, and the defendant appeared not, either in person or by attorney. The defendant having heretofore filed his acknowledgment of service of the summons and complaint herein, and consented that his default be entered forthwith and his default having been duly entered, testimony was submitted by and on behalf of the plaintiff. The Court being fully advised in the matter finds that all the allegations of the plaintiff's complaint are true and that she is entitled to a decree of divorce on the ground of cruelty, as prayed in her complaint.

It is therefore ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, dissolved, and each of the said parties is restored to the status of a single, unmarried person, and it is further ordered, adjudged and decreed that the custody of Janice McDaris, Nina McDaris and Ruby McDaris, the minor children of the parties hereto, be, and the same hereby is, awarded to the plaintiff, with the right in the defendant, however, to visit said children at reasonable times.

It is further ordered, adjudged and decreed that the defendant pay to the plaintiff the sum of $50.00 per month for the support of said minor children, the said payments to begin on the 1st day of December, 1949.

Dated November 18, 1949.

Kales E. Lowe
District Judge.

State of Idaho } ss
County of Twin Falls }

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

O. A. Bullen Clerk of the District Court
By Irene O. Nielsen Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

ANN M. TITMUS,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
JOHN L. TITMUS,)
Defendant.)

13856

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED NOV 8 9 1949
O. A. Bullen Clerk
Irene C. Nielsen Deputy Clerk
Entered

This cause came on regularly to be heard in Open Court at Twin Falls, Idaho, on the 28th day of October, 1949, before Honorable Kales E. Lowe, District Judge, Ann M. Titmus, plaintiff, appearing in person and by her attorney, Frank L. Stephan, Esquire; and the defendant, John L. Titmus, appearing neither in person nor by attorney and it appearing to the Court from the records and files in the above entitled action and from the proofs adduced at said hearing that the defendant, John L. Titmus, was served with due and legal process in said action and said defendant having failed to appear and plead in said action within the time allowed by law, or at all, the default of said defendant in the premises having been entered according to law, witnesses on the part of the plaintiff were regularly sworn and examined in support of the allegations contained in plaintiff's Complaint, and it satisfactorily appearing to the Court from the evidence in the case that plaintiff and defendant are husband and wife, and that plaintiff is now and for more than six weeks last past and immediately preceding the commencement of this action has been a bona fide resident of the State of Idaho, and that all of the material averments of the Complaint in said action are sustained by testimony free from legal exceptions as to its competency, admissibility and sufficiency and that matters so alleged in said

Complaint and proved on behalf of the plaintiff are sufficient in law to entitle plaintiff to a judgment and decree of divorce against the defendant on the grounds of cruelty;

NOW, ON MOTION of Frank L. Stephan, Esquire, attorney for plaintiff herein,

IT IS ORDERED, ADJUDGED AND DECREED That by virtue of the power and authority in this Court vested and in pursuance of the statutes in such cases made and provided, the marriage existing between Ann M. Titmus, plaintiff herein, and John L. Titmus, defendant herein, be dissolved, and the same is hereby dissolved accordingly, and said plaintiff and said defendant are, and each of them is, hereby freed and absolutely released from the bonds of matrimony and all of the obligations and disabilities thereof and hereby restored to the status of a single or unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That that certain Property Settlement Agreement made and entered into by and between said plaintiff, Ann M. Titmus, as party of the first part, and said defendant, John L. Titmus, as party of the second part, under date of October 20, 1949, be and the same hereby is in all respects, approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That plaintiff, Ann M. Titmus, be, and she is hereby awarded the care, custody, control and education of the minor daughter of plaintiff and defendant, to-wit, Barbara Ann Titmus, born August 23, 1939, subject to the right of defendant to visit said Barbara Ann Titmus at reasonable times; and that defendant, John L. Titmus, be, and he is hereby awarded the care, custody, control and education of the minor son of plaintiff and defendant, to-wit, Gene Leonard Titmus, born May 31, 1936, subject however, to the right of plaintiff to visit said Gene Leonard Titmus at reasonable times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That defendant, John L. Titmus, be and he is hereby required to pay to plaintiff the sum of Twenty-five Dollars ($25.00) per month for the support and maintenance of said Barbara Ann Titmus until she shall have attained her majority, but the defendant shall not be required to pay said support and maintenance money during such periods of time as the said Barbara Ann Titmus shall reside with the defendant, John L. Titmus.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said Ann M. Titmus, plaintiff herein, is hereby awarded as her sole and separate property and estate, free from any community interest of defendant, one radio and one vacuum cleaner, and the said defendant, John L. Titmus, is hereby awarded as his sole and separate property, free from any community interest of said plaintiff, all other items of personal property in and about the home of the parties hereto and one automobile.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That said defendant, John L. Titmus, be and he is hereby required to pay to plaintiff's attorney, Frank L. Stephan, Esquire, the sum of One Hundred Twenty Dollars ($120.00) as a reasonable attorney fee and costs of suit in the above entitled action.

Dated at Twin Falls, Idaho, this 30th day of November, 1949.

KALES E. LOWE
District Judge.

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Copy

8050

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

14064

DISTRICT COURT
Eleventh Judicial District
FILED

Bessie L. Woods, Plaintiff,)
vs)
John F. Woods, Defendant.)

D E C R E E.

C. A. Bullen
Clerk
Irene Inema
Deputy Clerk

Entered 2:45 PM

Now on this day the above entitled cause coming on to be heard before the Court and the plaintiff appearing in person and by her attorney Roy E. Smith, and the defendant appearing not, and it satisfactorily appearing to the Court that the defendant John F. Woods has been regularly and duly served with summons and copy of complaint herein according to law and has failed to answer or otherwise plead to said complaint, and that the time allowed by law within which to appear herein and answer or otherwise plead to said complaint has expired, and the default of defendant having been by the Clerk of the Court duly and regularly entered, witnesses were sworn and evidence and testimony offered in behalf of the plaintiff in support of her complaint, and the Court having fully considered the evidence and being fully advised in the premises finds that the material allegations of the plaintiffs complaint are true; that defendant has been guilty of extreme cruelty in his treatment of the plaintiff and that plaintiff is entitled to a decree of divorce from defendant and to have her former name, Bessie L. Linder restored to her.

It is therefore ordered, adjudged and decreed as follows:

That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same hereby are, dissolved.

That plaintiffs former name, Bessie L. Linder, be and the same hereby is restored to her.

Dated this 18th day of November, 1949.

WALES E. Lowe
DISTRICT JUDGE.

State of Idaho
County of Twin Falls ss

I hereby certify the foregoing to be a full, true and correct copy of the original thereof as the same appears of record in my office.

C. A. Bullen
Clerk of the District Court
Irene O. Nielsen
Deputy

Copy

8051

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

HELEN LEGG,

Plaintiff,

vs.

WALTER LEGG,

Defendant.

14005

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED NOV 18 1949
C. A. Bullen
Clerk
By Irene C. Nielsen
Deputy Clerk
Entered NOV 18 1949
2:40 PM

DECREE

The above matter came on regularly for trial in open court before the undersigned District Judge, sitting without a jury, on the 18th day of November, 1949, being one of the regular judicial days in the September, 1949 term of said Court. The plaintiff appeared in person and by Parry, Keenan, Robertson & Daly, her attorneys; the defendant did not appear in person or by attorney. And it appearing to the Court that the defendant in this action was duly and regularly served with summons and failed to appear or plead to the plaintiff's complaint within the time allowed by law, and that the default of said defendant was duly and regularly entered according to law, the Court proceeded to hear the evidence offered by the plaintiff in support of her complaint; and the evidence having been concluded and the matter submitted to the Court for decision, the Court being fully advised in the law and the premises, finds from the evidence that all the facts stated in plaintiff's complaint are true and correct and concludes that the plaintiff is entitled to a decree of divorce, custody of the children and the community property of the parties, all as prayed for in said complaint;

AND IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the bonds of matrimony heretofore existing between the plaintiff and defendant be, and the same are hereby, dissolved and set aside and the parties to this action are divorced and restored to the status of single persons.

PARRY, KEENAN, ROBERTSON & DALY
LAWYERS
TWIN FALLS, IDAHO

That all the community property of the parties, consisting of miscellaneous articles of household furniture now in the possession of the plaintiff, be and the same is, in its entirety, hereby set apart and awarded to the plaintiff.

That the care and custody of the minor children of the parties to this action, to-wit: Dixie Legg, age twelve (12) years; Duane Legg, age eight (8) years; Jeris Legg, age five (5) years; and Eldon Legg, age three (3) years, being all of the children of the parties to this action, are hereby awarded to the plaintiff, Helen Legg.

DATED This 18th day of November, 1949.

/s/ Kales E. Lowe
District Judge

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bullen
Clerk of the District Court

By Irene C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

14066

Maryellen Frock,
Plaintiff,

vs.

Al Smith Frock,
Defendant.

DECREE OF DIVORCE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
NOV 18 1949
C. A. Bullen Clerk
By Irene C. Nielsen Deputy Clerk
Entered NOV 18 1949
8 PM

This matter come on regularly for hearing on the 18th day of November, 1949, at the hour of 2:00 o'clock P.M. before the undersigned District Judge sitting without a jury. Plaintiff appeared in person and by her attorney, J. W. Taylor, and the defendant failed to appear, either in person or by attorney. Defendant having been duly and regularly served with copies of the complaint and summons herein and the time for appearance allowed by law having passed and no appearance of any kind having been made by or on behalf of the defendant, and his default having been duly entered, testimony was submitted by plaintiff and witnesses in her behalf, and the Court having heard the evidence and being fully advised in the matter finds that all the allegations of the plaintiff's complaint are true and that the plaintiff is entitled to a decree of divorce from the defendant upon the ground of extreme cruelty as prayed in her complaint, and plaintiff is also entitled to the care, custody and control of Gerald Smith Frock, the minor son of the parties hereto.

It is therefore ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, dissolved, and each of the said parties is hereby restored to the status of a single, unmarried person; That the care, custody and control of Gerald Smith Frock, the minor child of the parties, be, and the same hereby are, awarded to the plaintiff, with a right in the defendant to visit said child at reasonable times; and the defendant is hereby permanently enjoined from interfering with plaintiff's custody of said minor child;

It is further ordered that the defendant pay to the plaintiff

the sum of $30.00 per month, beginning on the 1st day of December, 1949, and continuing until said minor child shall have reached the age of minority; it is further ordered, adjudged and decreed that the defendant be, and he hereby is, enjoined from enterfering with plaintiff's custody of said minor child, but that he may visit said minor child at reasonable times provided he has kept up the said payments of $30.00 per month.

Dated November 18, 1949.

Kales E. Towne
District Judge.

State of Idaho
County of Twin Falls } SS

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

Ed Bullis
Clerk of the District Court

By Irene O'Nielsen
Deputy

8053

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

WILMA BELL ERICKSON
Plaintiff
Vs.
LLOYD HARRY ERICKSON
Defendant

DECREE OF DIVORCE

140 V V

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED NOV 18 1949
C. A. Bulles Clerk
by Irene Anema Deputy Clerk
Entered NOV 18 1949

Now on this day, the above entitled matter coming on regularly 3:5 PM to be heard, the plaintiff appearing in person and by her attorney, G. R. Dibble, Esq., and the defendant not appearing, and the default of the defendant having been duly and regularly entered by the Clerk of this court. The defendant is adjudged to be in default herein.

Witnessess having been sworn and testified on the behalf of the plaintiff, and it appearing to the court from the testimony, that all material allegations of the plaintiff's complaint have been sustained.

That the plaintiff and defendant were duly married and that there are no issue of said marriage.

It further appearing that the defendant has been guilty of extreme cruelty toward the plaintiff and that the plaintiff is entitled to the demands prayed for in her complaint.

IT IS NOW THEREFORE, ORDERED ADJUDGED AND DECREED;

That the bonds of matrimony existing between the plaintiff and defendant be, and the same are hereby dissolved.

That the Plaintiff's former name of Wilma Bell Harris be, and the same hereby is resotred.

Done in open Court on the 18th day of November, 1949.

Kales E Lowe
District Judge

State of Idaho
County of Twin Falls } ss

I [illegible] and correct copy of [illegible] and entered [illegible].

C. A. Bulles
Clerk of the District Court
Irene C. Nielsen
Deputy

X

IN THE DISTRICT COURT
OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS.

LOLA PRESLEY,
Plaintiff

vs.

EUGENE PRESLEY,
Defendant.

D E C R E E E OF D I V O R C E

Case No. 13765

13765
DISTRICT COURT
Eleventh Judicial District
FILED NOV 25 1949
Clerk
Deputy Clerk
Entered NOV 25 1949
11:50 PM

This cause coming on to heard before me Kales E. Lowe, Judge of the District Court in and for Twin Falls County, State of Idaho, on this 18th day of November, 1949, a regular Court day of the September term of said Court, upon the complaint of the plaintiff herein and proof that the defendant was duly served in person with a copy of the Summons together with a copy of the Complaint in this cause, on the 16th day of September, 1949 in the State of Arkansas; and the defendant having failed to answer or appear in Court in said cause within twenty days of the service and that the said defendant being wholly in default; and that said default having been entered by the Clerk of this Court, upon the application of plaintiff on October _____. 1949 and the Court having ordered that the allegations contained in said Complaint be taken as confessed and true, and having heard the oral testimony of witnesses, sworn and examined in open Court and submitted to the Court by plaintiff, and the Court being fully advised in the premises, and on consideration thereof finds that all material facts alleged in plaintiff's complaint are true; and that the plaintiff at time of filing said complaint was and had been an actual resident in good faith of this State for more than five years next preceding the filing of said complaint, and was at the time of filing the complaint

a resident of this State; and that the parties in this action were married, as in the complaint set forth.

The Court further finds that said defendant wilfully and without cause abandoned, deserted and neglected plaintiff and her minor children for more than one year next preceding the filing of said complaint, and that said wilfull abandonment, desertion, and neglect was continuous for more than one year prior to the filing of this suit; and that the plaintiff in the cause is without fault.

The Court further finds that there is community property, consisting of household furniture in the possession of the plaintiff of the value of $500.00; and that by reason of the acts of the defendant and the faults of the defendant, plaintiff is entitled to a divorce as prayed for.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by this Court that the marriage relationship heretofore existing between the said Lola Presley, the plaintiff, and the said Eugene Presley, the defendant, be, and the same are hereby dissolved, and both parties are restored to the status of single persons.

IT IS FURTHER ORDERED That the care, custody and education of Charlotte Presley, born September 2, 1941, and Shirley Presley, born April 7, 1943, the minor children of said plaintiff and defendant, now in the care and custody of the plaintiff, Lola Presley, be and the same are given to the care of plaintiff, Lola Presley, exclusively, permanently and absolutely.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the defendant is hereby enjoined from interfering with said minor children or with plaintiff in her custody of said children.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the household furniture now in the possession of the plaintiff, be ad-

judged and decreed to belong to plaintiff solely and absolutely.

Dated this 25th day of November, 1949.

(SEAL)

Kales E Lowe
District Judge.

State of Idaho }
County of Twin Falls } ss

I, [illegible] do hereby certify that the foregoing is a full, true and correct [illegible] Decree of Divorce.

C A Bulles
Clerk of the District Court

Jesse C Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

- - - - - -

Joyce Egbert,

Plaintiff,

vs.

Frank Egbert,

Defendant.

- - -

COPY
14047
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Twin Falls State of Idaho
FILED NOV 30 1949
11:00 A.M.
NOV 30 1949

D E C R E E .

This cause having come on regularly to be heard before the Court on the 18th day of November, 1949, at the court room of said court in Twin Falls, Twin Falls County, State of Idaho, with the plaintiff appearing in person and by her counsel W.L. Dunn, Esq., and the defendant neither appearing in person or by counsel, and it further appearing that due and legal service of summons had been had upon the said defendant as shown by the return of the Sheriff of said Twin Falls County, and the time for answer having expired and the Clerk's default against the said defendant having been duly entered, the Court proceeded to hear the testimony of witnesses duly sworn and examined, together with documentary proofs offered and admitted in evidence all in support of plaintiff's complaint and the matter being finally submitted and the Court being fully advised in the premises, finds that the defendant has treated plaintiff with extreme cruelty to the extent of causing plaintiff great and grievous mental and physical suffering and distress and that there is an infant daughter named Mary Elizabeth Egbert the issue of said marriage and that plaintiff if a fit and proper person to have the care, custody and control of said child and that all of the allegations of plaintiff's complaint are fully sustained,

Wherefore, Now Therefore, upon motion of W. L. Dunn, counsel for the plaintiff, It is Hereby ORDERED, ADJUDGED and

DECREED:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony.

2. That the agrement of the parties hereto admitted in evidence as plaintiff's Exhibit "A" is hereby affirmed as a just, fair and equitable property settlement.

3. That the care, custody and control of the infant daughter Mary Elizabeth Egbert is awarded to the plaintiff, with the privelage of visitation at all reasonable hours and times awarded to the defendant.

4 That plaintiff have judgment against the said defendant for the sum of Thirty ($30.00) dollars per month for the support and maintenance of said infant daughter, such payments to commence on the First day of December, 1949, and a like sum each month thereafter.

5. That all household furniture and fixtures and a 1938 model Chevrolette Automobile are awarded to the plaintiff as her sole and seperate property. And all other community property including a Motorcycle is awarded to the defendant.

Dated November 30, 1949.

Hales E. Laws
DISTRICT JUDGE.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

AMANDA MAYES,)
Plaintiff,)
-vs-)
JAMES MAYES,)
Defendant.)

#14018

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho

DECREE OF [illegible] NOV 30 1949

C. A. Bulles
Clerk
Irene C. Nielsen
Deputy Clerk

Entered Nov. 30 11:30 am

This cause came on regularly to be heard before Honorable Kales E. Lowe, one of the Judges of the above entitled Court, in Open Court, in the County Court House, in the City of Twin Falls, County of Twin Falls, State of Idaho, on the 18th day of November, 1949, the plaintiff appearing in person and by and through her attorney, Frank L. Stephan, Esquire, and the defendant, James Mayes, appearing neither in person nor by attorney, and it appearing to the Court that the defendant having been served with due and legal process in this action and having failed to appear in said action or to answer plaintiff's Complaint on file herein within the time allowed by law, or at all, the default of said defendant in the premises having been entered according to law, witnesses on the part of the plaintiff were regularly sworn and examined in support of the allegations contained in plaintiff's Complaint, and it satisfactorily appearing to the Court from the evidence in the case that the plaintiff and defendant are husband and wife and that plaintiff is a bona fide resident of the State of Idaho and has been such for more than one year last past and immediately preceding the commencement of this action, and that all of the material averments of the Complaint in said action are sustained by testimony free from legal exceptions as to its

1-E.

competency, admissibility and sufficiency, and that matters so alleged in said Complaint and proved on behalf of the plaintiff are sufficient in law to entitle plaintiff to a Judgment and Decree of Divorce against the defendant;

NOW, ON MOTION of Frank L. Stephan, Esquire, attorney for plaintiff herein;

IT IS ORDERED, ADJUDGED AND DECREED That by virtue of the power and authority in this Court vested and in pursuance of the statutes in such cases made and provided, the marriage existing between Amanda Mayes, plaintiff herein, and James Mayes, defendant herein, be dissolved, and the same hereby is dissolved accordingly, and the said plaintiff and the said defendant are, and each of them is, hereby freed and absolutely released from the bonds of matrimony and all the obligations and disabilities thereof and hereby restored to the status of a single or unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That plaintiff, Amanda Mayes, is the owner of certain household furniture, furnishings and effects acquired and fully paid for by her prior to the marriage of plaintiff and defendant and said personal property be and the same is hereby adjudged to be the sole and separate property of plaintiff, Amanda Mayes, free and clear of any interest of defendant, James Mayes, community or otherwise.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the former name of plaintiff herein, to-wit, Amanda Huntley, be and the same is hereby restored to her.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That plaintiff, Amanda Mayes, have Judgment against said defendant, James Mayes, for the sum of One Hundred Twenty-five Dollars ($125.00) as a reasonable attorney fee and costs of suit in the above entitled action for plaintiff's attorney.

Dated at Twin Falls, Idaho, this 30th day of November, 1949.

KALES E. LOWE
District Judge.

COPY

8057

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

* * * * * * * * *

FANNIE CAIN,

Plaintiff,

vs.

FREEMAN CAIN,

Defendant.

14069

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED NOV 25 1949
C. A. Bullis
Clerk
By Irene C. Nielsen
Deputy Clerk 2:45 PM

DECREE OF DIVORCE

Entered NOV 25 1949

* * * * * * * * *

THIS CAUSE Came on regularly for hearing on the 25 day of November, 1949, before Honorable Ralph L. Lamm, one of the judges of the above entitled Court, sitting in Open Court, the plaintiff being represented by her attorneys, Rayborn and Rayborn, and the defendant not appearing either in person or by counsel.

And it appearing to the Court that the defendant has heretofore been duly and regularly served with summons and copy of complaint in the above entitled action and has filed his appearance and has refused to plead to or answer plaintiff's complaint, and has consented that his default may be entered herein; and that the default of said defendant has been duly entered by the Clerk of the above entitled Court according to law;

Thereupon evidence was introduced and admitted from which it appears that each and all of the material allegations of plaintiff's complaint have been established by competent evidence and the allegations of plaintiff's complaint as to her residence have been duly corroborated by competent testimony;

And the Court, being fully advised in the premises, on Motion of attorneys for plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED, as follows, to-wit:

1. That the bonds of matrimony heretofore and now existing between the plaintiff, Fannie Cain, and the defendant, Freeman Cain, be, and they are hereby, dissolved, and the parties hereto restored to the status of single and unmarried persons.

2. That the plaintiff be, and she is hereby, restored to her former name of Fannie Brannan.

Done in Open Court this 26 day of November, 1949.

Hale E Lowe
District Judge.

State of Idaho
County of Twin Falls } ss

I, hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C A Bullen
Clerk of the District Court

By Irene C Nielsen
Deputy

COPY

8058

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

* * * * * * *

EVELYN MERCHANT,

Plaintiff,

vs.

CLYDE C. MERCHANT,

Defendant.

14061

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED NOV 25 1949
Clerk
By Deputy Clerk

DECREE OF DIVORCE

* * * * * * *

Entered NOV 25 1949 2:30 PM

The above entitled action came on regularly for hearing before the Court on this 25 day of November, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn and Rayborn, and the defendant appearing not, either in person or by attorney; and it satisfactorily appearing to the Court that due service of summons and complaint in said action has been made upon said defendant; and that the defendant has failed and refused to appear and answer or otherwise plead to said complaint, and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired, and the default of the said defendant having been heretofore duly entered; and evidence having been adduced on behalf of the plaintiff in support of her complaint, including a property and custody agreement dated the 16th day of November, 1949, made and entered into between the parties hereto, wherein it was agreed between the parties as to the custody and support of the two minor children, and wherein it was agreed between the parties that their property rights have been settled and adjusted as hereinafter set forth and decreed. And the matter having been fully submitted to the Court for decision, the Court, having duly considered same and being fully advised in the premises, and it appearing to the Court that the material allegations of plaintiff's complaint are true and that the said defendant has been guilty of extreme cruelty, and that the plaintiff is entitled to a Decree of Divorce from the said defendant.

WHEREFORE, by virtue of the law and by reason of the premises aforesaid, it is hereby ordered, adjudged and decreed that the bonds of matrimony now and heretofore existing between the plaintiff, Evelyn Merchant, and the defendant, Clyde C. Merchant, be, and the same are hereby, wholly and absolutely dissolved, and that said parties be, and they are hereby, forever freed from the obligation thereof, and that a decree of absolute divorce be, and the same is hereby, rendered and entered in favor of the plaintiff and against the defendant.

And it is further ordered, adjudged and decreed that said property settlement is equitable, fair and just, and that said property settlement agreement be, and the same is hereby, duly approved and confirmed, and that said property settlement, as contained in said agreement, be, and the same is hereby, in all respects, approved and confirmed.

And it is further ordered, adjudged and decreed that the care, custody and control of said minor children, Claude Merchant, son, age 13 years, and Judith Merchant, daughter, age 10 years, be, and the same hereby is, awarded to the plaintiff, Evelyn Merchant, with the right of the defendant, Clyde C. Merchant, to visit said children at any and all reasonable times, and with his right to tak the children with him for visits with the consent of the plaintiff, Evelyn Merchant.

And it is further ordered that the defendant, Clyde C. Merchant pay to the plaintiff, Evelyn Merchant, as support money for said minor children, the sum of $75.00 per month, until such time as they shall become of legal age; the first payment to be made on the 25 day of December, 1949, and $75.00 each month thereafter until the further order of this Court, or during the minority of said children.

And it is further ordered, adjudged and decreed that the following described property be, and the same is hereby, decreed to the plaintiff and the defendant herein as joint owners, each to

have a one-half interest in said property, described as follows, to-wit:

That certain real property lying, situate and being in Twin Falls County, State of Idaho, particularly described as follows:

Lots 14, 15, 16 and 17 in Block 10 of the Hansen Townsite, Hansen, Twin Falls County, Idaho.

And it is further ordered, adjudged and decreed that that certain 1937 Chevrolet automobile belonging to the parties hereto is hereby awarded to the defendant, Clyde C. Merchant, as his sole and separate property.

And it is further ordered, adjudged and decreed, that the household and kitchen furniture belonging to the parties hereto is hereby awarded to the plaintiff, Evelyn Merchant, as her sole and separate property.

And it is further ordered, adjudged and decreed that the two small cabins located on the hereinbefore described premises are awarded to the plaintiff and defendant herein as joint owners, each to have a one-half interest in said property.

Dated this 25 day of November, 1949.

Jabe E Lamm
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full true and correct copy of the original on file in the above entitled action.

C A Bullus
Clerk of the District Court

By Irene C Nielsen
Deputy

8059

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY

--:--

ILDA M. WINTERHOLER,

Plaintiff,

-vs-

ROBERT C. WINTERHOLER,

Defendant.

--:--

140 11

DECREE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED NOV 25 1949
Clerk
By Deputy

NOV 25 1949 5 P M

THIS CAUSE coming on regularly to be heard and tried before the Court, sitting without a jury, on the 25th day of November, 1949; the defendant, Robert C. Winterholer, having been served with summons according to law, and the time allowed by law to appear and answer to plaintiff's complaint having expired, and the defendant not having appeared or answered, the default of said defendant in the premises has been duly entered according to law; the plaintiff appearing in person and by her attorney, Harry Benoit, Esq., and the defendant not appearing, either in person or by attorney;

Upon said hearing, testimony was introduced in behalf of said plaintiff and in support of her complaint, and the cause having been submitted, the Court having duly considered the law and the evidence, and it appearing to the satisfaction of the Court that each and all of the material allegations in plaintiff's complaint are true.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, That the marriage between the plaintiff and the defendant be, and the same is hereby, dissolved, and that said plaintiff and defendant, and each of them, be, and they are hereby, released from all obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be, and she is hereby, restored to her former name, Ilda M. McElliott.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the property settlement agreement heretofore entered into between the parties under date of November 3, 1949, and introduced and admitted in evidence in this cause, is, by the Court, found to be just and equitable and approved as a fair distribution and settlement of the community property of the parties hereto and, as such, adopted and approved by the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That, pursuant to the terms and conditions of said property settlement agreement, the following-described property be, and the same is hereby, awarded to the plaintiff as her sole and separate property, to-wit:

Lot Two (2) in Block Four (4) of White and Callahan's Golden Rule Addition to the City of Twin Falls, Twin Falls County, State of Idaho.

All of the household furniture, furnishing and equipment now located in the house upon said premises.

The automobile now in the name of the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That, pursuant to the terms and conditions of said property settlement agreement, the defendant pay the monthly installments for the months of November and December 1949 upon the mortgage covering the above-described real property and pay one-half of the 1949 taxes against said real property before the same become delinquent according to law.

Done in open Court this 25th day of November, 1949, at Twin Falls, Twin Falls County, Idaho.

KALES E. LOWE
District Judge

State of Idaho
County of Twin Falls } SS

I hereby certify the foregoing to be a full, true and co... copy of the original on file in the above entitled action.

C A Bullen
Clerk District Court
By Vera C Nelson Dep.

8060

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

VIRGINIA WOODSON, Plaintiff,

vs

IRVIN D. WOODSON, Defendant.

ORDER MODIFYING DECREE OF DIVORCE.

The Court's order to show cause in the above entitled action came on to be heard before the Honorable Keles E. Lowe, one of the judges of said court, on the 25th day of November, 1949. Plaintiff petitioner appeared by her attorney, J. H. Barnes; defendant appeared in person and by his attorney, W. L. Dunn; the defendant served and filed a counter-affidavit, which, on motion of plaintiff's attorney, was amended by striking therefrom the words "pay any support money to the defendant" (meaning the plaintiff), for the reason that the decree of divorce made and entered herein on the 23rd day of September, 1949, does not require the defendant to pay any alimony or support monty to the wife, but only for the support of the infant child. The plaintiff informed the Court that there was no objection to a modification of the the divorce decree as set out in defendant's counter-affidavit, as amended.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that our decree of divorce made and entered herein on the 23rd day of September, 1949, by and the same hereby is modified as follows: That the defendant be and he hereby is ordered to pay to the plaintiff the sum of $21.00 a month for the support of the minor child of said parties, commencing December 10th, 1949, and continuing during the minority of said child, or until the further order of this Court; that the defendant be and he hereby is ordered to pay to plaintiff's attorney, J. H. Barnes, the sum of $20.00 a month, commencing December 10th, 1949, for a period of four months in all, or until the sum of $80.00 is paid.

Dated this 25th day of November, 1949.

Keles E. Lowe
District Judge.

10986
DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED NOV 25 1949
C. A. Bulles Clerk
Irene C. Nielsen Deputy Clerk
Entered NOV 25 1949 1:50 PM

State of Idaho
County of Twin Falls } ss
I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.
C. A. Bulles
Clerk of the District Court
Irene C. Nielsen
Deputy

COPY

8061

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

BETTY ADAMS,

Plaintiff,

vs.

RICHARD ADAMS,

Defendant.

14007

DECREE OF DIVORCE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED NOV 25 1949
Clerk
By Deputy Clerk
Entered NOV 25 1949 2:20 PM

The above entitled action came on regularly for hearing before the Court on this 25 day of November, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn and Rayborn, and the defendant appearing not, either in person or by attorney; and it satisfactorily appearing to the Court that due service of summons and complaint in said action has been made upon the defendant; and that the defendant has failed and refused to appear and answer or otherwise plead to said complaint; and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired and the default of the said defendant having been heretofore duly entered; and evidence having been adduced on behalf of the plaintiff in support of her complaint; and the matter having been fully submitted to the Court for decision; and the Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations in plaintiff's complaint are true and that the said defendant has been guilty of extreme cruelty; and that the plaintiff is entitled to a Decree of Divorce from the defendant.

NOW, THEREFORE, On Motion of Rayborn and Rayborn, attorneys for the plaintiff, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows, to-wit:

1. That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, wholly dissolved, and the parties hereto restored to the status

of single and unmarried persons.

2. That the care, custody and control of the minor child of the parties, namely, Terry Adams, aged two years, be, and the same is hereby, awarded to the plaintiff.

Done in open Court this 25 day of Nov, 1949.

Kaler E Lowe
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C A Bulles
Clerk of the District Court

By June C Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY. 14049

- - - - - -

DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Twin Falls State of Idaho
FILED NOV 30 1949
11:01 A.M.
DEPUTY CLERK

Mary DeBoard,

Plaintiff,

vs.

Lester DeBoard,

Defendant.

COPY NOV 30 1949

- - -

D E C R E E .

This cause having come on regularly to be heard before the Court at Twin Falls, Idaho, on the 25th day of November, 1949, with the plaintiff appearing in person and by her counsel W.L.Dunn, Esq., and the defendant neither appearing in person or by counsel, but having theretofore caused his voluntary appearance and waiver to be filed in said cause, whereby he expressley waived the service of summons upon him, admitted the receipt of a copy of the complaint on file in said cause, waived the statutory time within which to plead to or answer said complaint, submitted himself to the jurisdiction of the above entitled court and consented to a default being entered against him in said cause, and the Clerk's default having been duly entered and approved by the Court, the Court thereupon proceeded to hear the testimony of witnesses duly sworn and examined in support of plaintiff's complaint with documentary evidence offered and admitted in evidence, when the matter was finally submitted and the Court being fully advised in the premises, finds that the defendant has treated plaintiff with extreme cruelty to the extent of causing plaintiff great and grievous mental and physical suffering and distress and that the allegations of plaintiff's complaint are fully sustained;

Wherefore, NOW, THEREFOR upon motion of W.L.Dunn,

counsel for the plaintiff it is Hereby ORDERED, ADJUDGED and DECREED:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony.

2. That the agreement of the parties hereto admitted in evidence as plaintiff's Exhibit "A" is hereby affirmed as a just, fair and equitable property settlement.

3. That all of the household furniture and fixtures of the family home and all farm crops grown and harvested from the lands hereinafter described fof the crop season of the year 1949 is hereby awarded to the plaintiff as her sole and seperate property, subject to any indebtedness against the same.

4. That the following described real property, situated in Twin Falls County, State of Idaho, is hereby awarded to the plaintiff as her sole and seperate property, to-wit;

> The East one-fourth (E¼) of Lot Five (5), Section Thirty-four (34), Township Nine (9) South, Range Segenteen (17) East, Boise Meridian, also that portion of said Lot Five (5) commencing at a point four hundred fifty (450) feet East of the Southwest corner of said Lot Five (5) and running thence Northerly along a line parallel with the West line of said Lot Five (5) to the North line of said Lot Five (5) and runniag thence Easterly along the North line of said Lot Five (5) to a point Eight hundred twenty-five (825) feet East of said Northwest corner of said Lot Five (5), and running thence Southerly along a line parallel with the West line of said Lot Five (5) to the South line thereof, and running thence Westerly along the said South line a distance of Three hundred seventy-five (375) feet to the place of beginning, together with all improvements and the appurtenances thereunto belonging and the rents, issues and profits thereof.

5. That all the farm machinery and all the horses of the community is hereby awarded to the defendant as his sole and seperate property, together with the sum of Three thousand ($3,000.00) dollars to be paid by the plaintiff to the defendant.

Dated November 30, 1949.

Kales E. Lowe
DISTRICT JUDGE.

7

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

Case No. 1155 Inst. No. 8
DISTRICT COURT VALLEY COUNTY IDAHO
Filed 11- 19 1949 at &M
Forest E. Robb, Clerk
By Shirley Phillips, deputy

MARION E. HETRICK,

Plaintiff,

-VS-

JOHN D. HETRICK,

Defendant.

D E C R E E

This cause coming on regularly to be heard before the Court at Chambers at Weiser, Idaho, this 19th day of November, 1949, the plaintiff appearing in person and with her counsel, C. Ben Martin, and the defendant failed to appear either in person or by counsel; it appearing to the satisfaction of the Court that the defendant had duly and regularly accepted service of summons and complaint and having failed to plead to or answer said complaint within the time allowed by law that his default has been duly and regularly entered; the plaintiff introduced oral evidence in support of her complaint, Irene Davis testified on behalf of the plaintiff, and the Court being fully advised in the premises,

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED and this does order, adjudge and decree that the bonds of matrimony now existing between the parties hereto be dissolved and terminated and the plaintiff is given and granted a decree of divorce of and from the defendant herein, that each party be restored to the status of a single person, and that the plaintiff is hereby given, granted and restored her former name of Marion E. Little.

Done and dated in Chambers at Weiser, Idaho, this 19th day of November, 1949.

A. O. Sutton
District Judge

Recorded in Book 3 of Judgments at page 52.

STATE OF IDAHO,) SS.
County of Valley.)

I, Forest E. Robb, Clerk of the District Court

in and for Valley County, Idaho, DO HERBEY CERTIFY AND DECLARE that I have compared the foregoing Decree Hetrick vs Hetrick ..... with the record of such decree ..... in my office, which instrument is (filed and indexed) (Recorded) in Book 3 of ..... Judgments ....., at page 52 ....., and that the foregoing is a true and correct copy of such record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 29th day of November, 19 49.

Forest E. Robb
Clerk of the District Court
Valley County, Idaho
By Shirley Phillips
Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON.

ORA ALLEN, Plaintiff, vs. LESTER ALLEN, Defendant.	DECREE

This matter having come on regularly to be heard on the 5th day of November, 1949; the default of the defendant having been entered for failure to appear or plead within the time allowed by law; the Court having heard the testimony adduced on behalf of the plaintiff, and being advised and finding all of the material allegations of Plaintiff's Complaint to be true;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE, that the plaintiff is awarded a Decree of Divorce from the defendant, the marriage heretofore existing between the plaintiff and defendant is dissolved and each of the parties to this action is restored to the status of a single person.

Dated this 5th day of November, 1949.

A. C. SUTTON
DISTRICT JUDGE.

STATE OF IDAHO
County of Washington } ss.

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of ORA ALLEN -vs- LESTER ALLEN is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 14th day of November, 1949.

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR WASHINGTON COUNTY.

MARGARET ELIZABETH DeLISLE, Plaintiff, vs. RAYMOND DAVID DeLISLE, Defendant.	DECREE

This matter coming on regularly to be heard on the 6th day of November, 1949, plaintiff being present in Court with her attorney, D. L. Carter; and the Court having heard the testimony adduced by the plaintiff, including corroborating testimony of her residence in the State of Idaho, the defendant having previously appeared and withdrawn his answer, and the Court being fully advised and finding the material allegations of plaintiff's complaint to be true;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE, that plaintiff is awarded a decree of divorce from the defendant and the marriage heretofore existing between the plaintiff and defendant is hereby dissolved;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff shall have the care, custody and control of the minor child of plaintiff and defendant, to-wit: Rebecca Ann DeLisle, subject to the right of the defendant to see said child at reasonable times and places.

IT IS ALSO ORDERED, ADJUDGED AND DECREED, that the defendant shall pay to the plaintiff the sum of Fifteen _____ Dollars per month for the support of the said minor child until the said child shall have reached the age of eighteen (18) years, or until the plaintiff shall remarry;

the said sum of money to be paid to the plaintiff on or before the tenth day of each and every month hereafter beginning with the 10th day of December, 1949.

A. O. SUTTON
DISTRICT JUDGE.

Dated this 5th day of November 1949.

STATE OF IDAHO
County of Washington } ss.

8065

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of MARGARET E. DeLISLE -vs- RAYMOND D. DeLISLE is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 14th day of November, 1949.

Naomia Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON

PHYLLIS MCMULLEN, Plaintiff,	)	
vs.	)	DECREE.
RICHARD L. MCMULLEN, Defendant.	)	

This matter having come on regularly to be heard on the 7th day of November, 1949; the default of the defendant having been entered for failure to appear or plead within the time allowed by law; the Court having heard the testimony adduced on behalf of the plaintiff, and being advised and finding all of the material allegations of plaintiff's Complaint to be true;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE, that the plaintiff is awarded a Decree of Divorce from the defendant, the marriage heretofore existing between the plaintiff and defendant is dissolved and each of the parties to this action is restored to the status of a single person.

It is further ORDERED, ADJUDGED AND DECREED that plaintiff shall have the care, custody and control of the minor children of plaintiff and defendant, Linda Joy McMullen and Catharine Jane McMullen, subject to the right of the defendant to see the said children at reasonable times and places.

Dated this 7th day of November, 1949.

A. O. SUTTON,
DISTRICT JUDGE.

STATE OF IDAHO
County of Washington } ss.

4066

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of PHYLLIS MCMULLEN -vs- RICHARD L. MCMULLEN is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 14th day of November, 1949.

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON

* * * * *

COPY

BETTY JEAN POLLARD,

Plaintiff,

-vs-

KENNETH D. POLLARD,

Defendant.

No.

DECREE OF DIVORCE

- - - - -

This cause came on regularly for hearing this 21st day of November, 1949, plaintiff appearing in person and by her attorneys of record Welker & Daniel of Payette, Idaho, and defendant not appearing in person, or otherwise, and it appearing that said defendant has been duly and regularly served with summons by personal service within the State of Idaho, and the time for answering or appearing in said matter having expired the default of the defendant was duly and regularly entered, and it appearing that the defendant does not come within the Soldier and Sailors' Civil Relief Act of 1940, as amended, the Court then proceeded to hear the testimony and evidence introduced by the plaintiff in support of her cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grievous mental suffering and bodily injury in and upon the person of the plaintiff, all without cause or provocation,

Now, Therefore, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the plaintiff Betty Jean Pollard and the defendant Kenneth D. Pollard, be, and the same are hereby dissolved, and the plaintiff be and she is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of extreme cruelty as prayed for in her complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons;

It is hereby further ORDERED, ADJUDGED and DECREED, That plaintiff is

awarded the care, custody and control of Bonnie June Pollard and Ronnie Pollard, minor children of the parties hereto, subject to reasonable rights of visitation on the part of the defendant;

It is hereby further ORDERED, ADJUDGED and DECREED, That defendant pay to the plaintiff the sum of Fifteen Dollars ($15.00), per month, for the care, support, maintenance and education of Bonnie June Pollard, said payments to commence one month from the date the defendant is released from the Idaho State Penitentiary and to continue monthly thereafter until said child reaches the age of her majority or unless she sooner marries; and,

It is hereby further ORDERED, ADJUDGED and DECREED, That defendant pay to the plaintiff the sum of Fifteen Dollars ($15.00), per month, for the care, support, maintenance and education of Ronnie Pollard, said payments to commence one month from the date the defendant is released from the Idaho State Penitentiary and to continue monthly thereafter until said child reaches the age of his majority or unless he sooner marries.

Done in Chambers this 21st day of November, 1949, at Payette, Idaho.

A. O. Sutton
District Judge

4067

STATE OF IDAHO
County of Washington } ss.

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of BETTY JEAN POLLARD -vs- KENNETH D. POLLARD is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 9th day of December, 1949.

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

Copy

* * * * * * * *

NO. 22404
FILED
A. M. ____ P. M. ____
Dec. 2 1949
OTTO F. PETERSON, Clerk
BY Marna I. Lester DEPUTY

BESSIE LAKEY,

Plaintiff,

vs.

JESS H. LAKEY,

Defendant.

D E C R E E

* * * * * * * *

THIS CAUSE, having been brought on to be heard this 2d day of December, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein; the defendant having first appeared by his counsel, Davison & Davison, and defendant's said counsel having withdrawn of record on the 7th day of November, 1949; and defendant having been duly and properly served with notice to appear in person or to appoint another attorney to act for him; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Ada County, Idaho, on the 9th day of September, 1949, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Jess H. Lakey, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Bessie Lakey, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of Filbur Jess Lakey and Spencer Alan Lakey, the minor children of plaintiff and defendant, be awarded to the plaintiff herein and that said defendant may have the privilege to visit the said minor children at all reasonable and proper times and places while said minor children are under the care, custody and control of the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant herein, Jess H. Lakey, shall pay to the plaintiff herein for the care and support of the minor children of the plaintiff and defendant, namely, Filbur Jess Lakey and Spencer Alan Lakey, the sum of twenty-five dollars ($25.00) Dollars, per month, for each child, for a total of $50.00 per month.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That all the right, title, and interest of the defendant, Jess H. Lakey, in and to the following described real property, to-wit:

> Equity in that certain contract dated July 22, 1948 between Paul L. Owens and Grace E. Owens, sellers, and Jess H. Lakey and Bessie M. Lakey, buyers, said contract assigned to Harry S. Kessler and Julia Kessler by the sellers on July 26, 1948, said contract being held in escrow in the Idaho First National Bank, Boise, Idaho, balance due on said contract being the sum of $999.00, covering the following described property:
>
> Lot Four (4) of Walnut Grove Subdivision, according to the official plat thereof now on file and of record in the office of the County Recorder of Ada County, Idaho, together with all water and water rights and ditch and ditch rights appurtenant or belonging to said lot.
>
> Household furniture and fixtures located in the above described premises.

is hereby set over to the plaintiff, Bessie Lakey, to have and to hold as her sole and separate property.

DATED At Boise, Idaho, this 2d day of December, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree in
Bessie Lakey vs. Jess N. Lakey
No. 22404

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2d day of December, 1949.

By Norma I. Kester, Deputy.

OTTO F. PETERSON,
Clerk.

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IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

Copy

NO. 22472

FILED

A.M. ---------- P.M. ----------

DEC 2 1949

OTTO F. PETERSON, CLERK

By Marion J. Lester DEPUTY

FRANCES I. JOHNSON,

Plaintiff,

vs.

JOHN WARREN JOHNSON,

Defendant.

DECREE OF DIVORCE

The above entitled matter came on regularly for hearing on the 2nd day of December, 1949, the plaintiff appearing in person, and the defendant failing to appear in person or by counsel; it further appearing that the defendant had been duly and regularly served with Another Summons by publication thereof in the Kuna Herald, a newspaper published in Ada County, State of Idaho, by five consecutive weekly publications, and that more than twenty days have elapsed since the last publication thereof on November 11th, 1949; and it further appearing that copies of said Another Summons and copies of the Complaint were mailed on the 7th day of October, 1949, to the last known place of residence of the defendant; it further appearing by affidavit of the plaintiff that the defendant is not in the armed forces of the United States of America, and that the defendant failed to appear, plead to or in any manner answer plaintiff's complaint on file herein, and that the default of the defendant was duly entered for his failure to so appear and plead to plaintiff's complaint; it further appearing that the allegations of plaintiff's complaint are true, and that the plaintiff is entitled to a decree of divorce from defendant upon the grounds of willful desertion;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree, that the

bonds of matrimony heretofore existing between the parties are hereby dissolved, and the plaintiff is granted a decree of divorce from the defendant and restored to the status of a single and unmarried woman.

DATED this 2nd day of December, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original DECREE OF DIVORCE in Frances I. Johnson vs. John Warren Johnson, No. 22472 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2d day of December, 19 49.

OTTO F. PETERSON,
Clerk.

By Marna I. Kester, Deputy.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

Copy

NO. 22484

FILED

A. M. _____ P. M. _____

Dec. 2 1949

OTTO F. PETERSON, Clerk

BY Marna J. Foster DEPUTY

WARREN D. WALLACE,

Plaintiff,

v.

GOLDA MARIE WALLACE, sometimes known as Marie G. Wallace,

Defendant.

D E C R E E

The above-entitled cause came on regularly to be heard and tried before the Court sitting in regular session without a jury on the 2nd day of December, 1949, the plaintiff appearing in person and by Sherman F. Furey, Jr., of the firm of Doane & Furey, his attorneys, and the defendant appearing by William W. Barrett, her attorney; and the said cause was thereupon tried upon the second amended complaint of the plaintiff and the answer of the defendant thereto, and the Court having heard the testimony and being fully advised in the premises, Findings of Fact and Conclusions of Law having been expressly waived by stipulation of the parties filed in the above-entitled cause;

And there having been offered and admitted in evidence an agreement made and entered into by and between the plaintiff and defendant, dated the 1st day of December, 1949;

And it appearing to the Court that such agreement is fair and equitable and should be confirmed and approved by the Court;

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court as follows:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby dissolved, and the plaintiff, Warren D. Wallace, divorced from the defendant Golda Marie Wallace, sometimes known as Marie G. Wallace, and each of the parties hereto restored to the status of a single person;

That the said agreement in writing, made and entered into by and between the plaintiff and defendant under date of the 15th day of December, 1949, and placed in evidence and attached hereto and marked Exhibit "A", which agreement is incorporated herein by reference as though fully set forth herein, providing for the care, custody and support and maintenance of the minor child of the plaintiff and defendant, and settling, adjusting and composing all property rights of the plaintiff and defendant with reference to each other, be, and the said agreement hereby is, approved, ratified and confirmed and each the plaintiff and defendant is hereby ordered and directed to comply with the premises thereof.

Done in open court this 2nd day of December, 1949.

/s/ Charles E. Winstead
District Judge

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STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original DECREE In WARREN D. WALLACE vs. GOLDA MARIE WALLACE, sometimes known as Marie G. Wallace, No. 22484 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2d day of December, 1949.

By Marna J. Kester, Deputy.

OTTO F. PETERSON,
Clerk.

AGREEMENT

Between: WARREN D. WALLACE of Boise, Ada County, Idaho,

First Party,

and,

GOLDA MARIE WALLACE of Boise, Ada County, Idaho,

Second Party.

THIS AGREEMENT, Made this 1st day of December, 1949, by and between WARREN D. WALLACE, herein called "first party", and GOLDA MARIE WALLACE, herein called "second party",

W I T N E S S E T H:

WHEREAS, the parties hereto, since the 27th day of December, 1944, have been husband and wife and now are husband and wife; and,

WHEREAS, unfortunate differences have arisen between the parties hereto as a result of which they have separated, and are now living separate and apart from each other; and,

WHEREAS, the parties hereto desire to enter into an agreement for the purpose of confirming their separation, and to set forth their agreement which they term to be satisfactory and reasonable for the purpose of disposing of all the property in which the parties are jointly interested, and adjusting the custody of the minor child of the parties;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties herein contained,

IT IS HEREBY MUTUALLY AGREED as follows:

That it shall be lawful for said parties to continue to live separate and apart from each other during the term of their natural lives; and that each of said parties shall at all times

live separate and apart from the other as if ~~sole~~ single and unmarried and may reside from time to time at such place or places, and may conduct, carry on and engage in any employment, business or trade that either shall deem fit, without any control, restraint or interference, directly or indirectly, by the other party herein;

That neither party shall molest the other nor compel the other to dwell with him or her by any legal proceedings or otherwise;

That neither party shall be obligated in any respect to maintain or support the other;

That from and after the date hereof, the care, custody and control of the minor child of the parties hereto, namely, Harold Dean Wallace, age 3 years, shall be divided between the parties hereto as follows:

1. The second party shall be entitled to the care, custody and control of said minor child for one year, beginning December 1, 1949 and ending November 30, 1950, subject, however, to the following rights of the first party:

   A. First party to have the right to have the child with him for two consecutive days out of each week, said two days to be selected and determined by first party;

   B. First party to have the right to have said child during all of his annual vacation period during said year, said period not to exceed three weeks;

   C. First party to have the child from 8:00 o'clock the morning of December 25th until 8:00 o'clock the morning of December 26th;

2. Beginning December 1, 1950, first party to have the entire care, custody and control of said minor child for one year, ending November 30, 1951; provided, however, that second party shall have the same rights to custody and visitation during said year as were awarded to first party in paragraph 1 above.

3. The parties to continue alternating the custody, care, and control of said minor child in the years following December 1, 1951, in strict accordance with the schedule set forth in paragraphs 1 and 2 above.

That first party shall pay to the second party, during the first year of this agreement and the years thereafter during which second party has the entire care, custody and control of said minor child, the sum of $15.00 per month on or before the 5th day of each month of said years for the support and maintenance of said child for as long as said child remains a minor.

Each party agrees that in the event said child becomes sick while in his or her possession, to the extent that it is necessary to call a doctor, that said party will immediately notify and consult with the other party with regard to how the child's sickness shall be cared for.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED between the parties hereto that the child is in need of immediate care for the purpose of treating a bone disease in his legs, and that both parties will cooperate with each other in seeing that said child receives the best medical care and attention possible as soon as possible after the date of this agreement.

IT IS UNDERSTOOD that first party presently carries Blue Cross and Blue Shield Medical and Hospital Insurance and IT IS UNDERSTOOD AND AGREED that said insurance program will be used to the fullest extent possible to pay any and all medical expenses incurred on behalf of said minor child.

IT IS FURTHER UNDERSTOOD AND AGREED that the parties shall divide equally any hospital, surgical or medical bills not covered by said hospital and medical insurance plans and each will pay his proportionate share of such excess.

The first party hereby grants and conveys unto the second party all his right, title and interest in and to the household furniture, together with his interest in any community property of the parties hereto, save and except the personal effects of first party (including a certain radio now in possession of first party and certain bedding now in possession of first party), and save and except for that certain 1937 Pontiac car which is now in the possession of the first party. Second party hereby grants and conveys unto first party all her right, title and interest in and to said 1937 Pontiac car and said radio and bedding now in possession of first party.

IT IS UNDERSTOOD that first party has heretofore instituted an action of divorce against second party; and,

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this agreement shall be binding and effective as to the disposition of their properties and the custody of said child and shall be presented to the Court wherein such action is instituted for the approval of said court and that in the event said Court should not approve the same, then no decree of divorce shall be entered with provisions contrary to the agreement, except upon notice to the other party.

The second party hereby releases the first party from all claims and demands of every character arising out of the marital status of said parties, including attorney's fees, which have been or may be incurred in said divorce action between the parties, costs, temporary alimony, permanent alimony, support and maintenance (except as provided herein), right of family allowance and right to inherit and all claims of every character and description held by second party against the first party, save as herein provided.

IT IS SPECIFICALLY AGREED AND UNDERSTOOD that this agreement comprises the complete adjustment and settlement between

the said parties of all claims and demands of every character and that the second party shall have no right to or claim against the first party, save as herein provided.

The second party does and shall accept the provisions herein made for her in full satisfaction of her right to the community property of the respective parties hereto and in full satisfaction of her right to support and maintenance, and of the support and maintenance of said minor child, as herein provided.

The second party hereby covenants and agrees that she will not at any time hereafter contract any debts, charge or liability whatsoever for which the first party or his property or his estate shall or may be or become liable, and the second party covenants and agrees that she will at all times hereafter keep the first party free and harmless from any and all debts or liabilities which may hereafter been incurred by her, subject always to the provisions of this agreement.

That any and all property acquired by either of the parties hereto from and after the date hereof, shall be the sole and separate property of the one so acquiring the same, and each of the said parties hereby respectively grants to the other all such future acquisitions of property as the sole and separate property of the one so acquiring the same.

That each of said parties shall have an immediate right to dispose of or bequeath by Will his or her respective interests in and to any and all property belonging to him or her from and after the date hereof, and that said right shall extend to all of the aforesaid property, set over to either of the parties hereto under this agreement.

That said parties hereto each hereby waive any and all right to the estate of the other left at his or her death and forever quit-claim any and all right to share in the estate of the

other by the laws of succession, and said parties hereby release one to the other all right to be administrator or administratrix or executor or executrix of the estate of the other and hereby release and waive all right to inherit under any Will of the other, and said parties hereby waive any and all right to the estate or any interest in the estate of the other for family allowance or by way of inheritance, and from the date of this agreement to the end of the world, said waiver of each party in the estate of the other party shall be effective and they shall have all the rights of single persons and maintain the same relation of such toward each other.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year first above written.

/s/ Warren D. Wallace

/s/ Golda Marie Wallace

STATE OF IDAHO)
) ss.
County of Ada)

On this 1st day of December, in the year 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared WARREN D. WALLACE, known to me to be the person whose name is subscribed to the within instrument and acknowl-

edged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

s/ David Doane (seal)
Notary Public in and for the State
of Idaho, residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this 1st day of December, in the year 1949, before me, the undersigned, a Notary Public in and for said State, personally appeared GOLDA MARIE WALLACE, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

s/ David Doane (Seal)
Notary Public in and for the State
of Idaho, residing at Boise, Idaho

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

*
*
*

MARGARET LOUISE RIPLEY,
Plaintiff,
-vs-
GEORGE LEWIS RIPLEY,
Defendant.

DECREE

COPY
No. 22456
Filed
DEC 2 1949
A.M. P.M.
OTTO F. PETERSON, Clerk
By E. CLYDE EAGLESON DEPUTY

*
*
*

The above entitled cause came on regularly to be heard and tried before the court at Boise, Ada County, Idaho, on the 2nd day of December, 1949, the plaintiff appearing in person and by her attorneys, Anderson and Thomas, and the defendant not appearing either in person or by attorney;

And upon said hearing, it satisfactorily appearing to the court that the defendant herein, George Lewis Ripley, was personally and duly served with summons herein attached to a copy of the complaint referred to in the said summons and on file in this cause, and the defendant having failed to answer, demur or otherwise plead to said complaint and the time for answering, demurring or otherwise pleading to said complaint having expired, and the default of the defendant, George Lewis Ripley, having been duly entered according to law, and the court having heard the testimony introduced in behalf of the said plaintiff and in support of her complaint; and upon consideration of the said testimony the court finds upon the first cause of action of the plaintiff the issues in favor of the

said plaintiff and against the said defendant and finds upon the second cause of action of the plaintiff the issues in favor of said plaintiff and against the said defendant and that by reason thereof said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between plaintiff and defendant dissolved and to be divorced from the said defendant;

The court further finds that there has been born to the plaintiff and defendant as the issue of said marriage two children, namely, Wanda Ripley, a daughter, which said daughter reached the age of 18 years on the 27th day of November, 1949, and Fred Howard Ripley, a son, now of the age of 12 years; that said minor son is now in the care and custody of plaintiff;

The court further finds that the plaintiff is now, and for a period of more than two years immediately preceding the commencement of this action has been, an actual and bona fide resident of the State of Idaho;

The court further finds that there exists certain real and personal property which is the community property of plaintiff and defendant and that under date of the 21st day of November, 1949, the parties hereto made and entered into a separation agreement disposing of such community property, among other things, which said separation agreement is in words and figures as follows, towit:

SEPARATION AGREEMENT

Between: GEORGE LEWIS RIPLEY, of Boise, Idaho, as

FIRST PARTY,

and

MARGARET LOUISE RIPLEY, of Boise, Idaho, as

SECOND PARTY.

THIS AGREEMENT, Made and entered into this 21st day of November, 1949, by and between GEORGE LEWIS RIPLEY, sometimes otherwise known as George L. Ripley, and sometimes otherwise known as G. L. Ripley, of Boise, County of Ada, State of Idaho, herein called the first party, and MARGARET LOUISE RIPLEY, sometimes otherwise known as Margaret L. Ripley, and sometimes otherwise known as Margaret Ripley, of Boise, County of Ada, State of Idaho, herein called the second party,

W I T N E S S E T H:

WHEREAS, the first party and second party were married, each to the other, on the 1st day of July, 1930, and ever since have been, and now are, husband and wife; and,

WHEREAS, the parties hereto separated on or about the 30th day of September, 1949, and have ever since lived separate and apart from each other; and,

WHEREAS, on or about the 27th day of September, 1949, the second party instituted an action against the first party in the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, for divorce; and,

WHEREAS, the said action is still pending and undetermined; and,

WHEREAS, the parties hereto have two minor children, namely, Wanda Ripley, a daughter, now of the age of 17 years, and Fred Howard Ripley, a son, now of the age of 12 years, and the parties have mutually agreed with respect to the custody of such children and upon reasonable provision for the contribution by the first party for the support, maintenance and education of such minor children; and,

WHEREAS, the first party has agreed to make reasonable contribution to second party for the support and maintenance of second party; and,

WHEREAS, the said parties have agreed upon a satisfactory and reasonable and just disposal of all of the property in which the parties are jointly interested; and,

WHEREAS, the parties hereto have contracted certain debts as hereinafter set forth, and the parties have agreed upon provision for the payment thereof;

NOW, THEREFORE, In consideration of the premises and of the mutual covenants and agreements of the parties herein contained, it is mutually agreed as follows:

That it shall be lawful for the said parties to continue to live separate and apart from each other, during the term of their natural lives; and, that each of the said parties shall, at all times, live separate and apart from the other as if sole and

unmarried, and may reside, from time to time, at such place or places, and may conduct, carry on, and engage in any employment, business or trade that either shall see fit, without any control, restraint, or interference, directly or indirectly, by the other party hereto.

That neither party shall molest the other, nor compel the other to dwell with him, or her, by any legal proceedings or otherwise.

That from and after the day and date hereof, the second party shall have the custody, care and control of the said minor children of the parties hereto.

That the first party shall have the right to visit such children at reasonable times and places and to have such children visit him at reasonable times and places and for reasonable periods of time.

That the first party shall pay to the second party, for her care, support and maintenance the sum of One Hundred Dollars ($100.00) per month until such time as second party remarries, payments to be made in the amounts of Fifty Dollars ($50.00) on the 1st and 15th days of each month, commencing December 1st, 1949; that the first party shall pay to the second party, for the care, support, maintenance and education of the said minor child, Fred Howard Ripley, the sum of Forty Dollars ($40.00) per month until such child shall have attained his majority or married, whichever first occurs, such payments to be made in the amounts of Twenty Dollars ($20.00) on the 1st and 15th days of each month, commencing December 1st, 1949.

Provision for the support, care, maintenance and education of the said minor child, Wanda Ripley, is specifically excluded, since the said minor child, Wanda Ripley, will have reached the age of 18 years on the 27th day of November, 1949.

That each of the parties hereto shall keep the other informed of his or her present address at all times.

In the event of illness or sickness of either or both of the said children, requiring the attendance of a physician or surgeon, the party in whose custody said child or children may then be shall cause prompt notice to be given to the other party either by mail, telegram or telephone, of such illness or sickness, and, each party shall have the right to consult any attending physician or surgeon in connection therewith.

If either such child shall, during his or her minority, suffer or sustain any illness from disease, ailment or accident, which illness shall be of such severe character as to affect the general soundness and healthfulness of the system of such child seriously

and not a mere temporary indisposition which does not undermine and weaken the constitution of such child or seriously derange the vital functions of such child, then in that event the first party shall pay the reasonable costs of hospitalization and the reasonable costs of medical and surgical attention; provided, that such payments shall be made direct to the hospital and/or physician or surgeon, as the case may be, of the charges which shall be incurred; and, provided, further, that the first party shall not be required to pay any fees, bills or charges of dentists whatever or of any other doctor than those of duly licensed physicians and surgeons; and, provided that, except in cases of emergency, the parties hereto shall have agreed on the selection of the hospital and/or physicians and surgeons which shall care for such child.

IT IS SPECIFICALLY UNDERSTOOD AND AGREED By and between the parties hereto that second party has in her possession and control certain separate property belonging to first party consisting of his personal effects, 3 tool chests with tools, fishing equipment and a camping mattress and that second party agrees to relinquish such possession to the first party at any time upon demand.

IT IS FURTHER UNDERSTOOD AND AGREED By and between the parties hereto that the first party hereby transfers, conveys and sets over to the second party, as her separate property, all of the right, title and interest of the first party, as community property or otherwise, in and to that certain ranch in Canyon County, Idaho, particularly described as follows, to-wit:

> The southeast quarter of the northeast quarter of the southwest quarter of section ten, township four north, range two west of the Boise Meridian; and
>
> Beginning at the northeast corner of the south half of the southwest quarter of section ten, township four north, range two west of the Boise Meridian; thence east on the quarter quarter line 355 feet; thence north on line parallel with the center line of said section 661 feet; thence west 355 feet to the center line of said section; thence south to point of beginning, containing 15.4 acres more or less; also,
>
> The northeast quarter of the southeast quarter of the southwest quarter, except a strip 25 feet in width along the north line, and the north half of the south half of the southeast quarter of the southwest quarter of section ten, township four north, range two west of the Boise Meridian, in Canyon County, Idaho, containing twenty acres; also,

Beginning at a point 33 feet south of the northeast corner of the southeast quarter of the southwest quarter of section ten, in township four north, range two west of the Boise Meridian; thence south on quarter line 472.2 feet; thence east 54 rods on line parallel with the section line; thence north on line parallel with the quarter line 505.2 feet; thence west on quarter quarter line 504 feet; thence south 33 feet; thence west to point of beginning, containing ten acres, more or less.

Together with all water, water rights, ditches and rights of way for ditches appurtenant thereto or in anywise appertaining, being 42 shares stock in Canyon County Water Company, Limited, said property being also described as follows:

Lots nine, ten and twelve, and the northeast ten acres and the north half of the south half of lot eleven in Perkel's Acreage in Section ten, township four north, range two west of the Boise Meridian, in Canyon County, Idaho;

Together with all water, water rights, ditches and rights of way for ditches appurtenant thereto or in anywise appertaining;

which said property is now being sold by first party and second party as husband and wife under contract of sale to H. L. Fosnot and Mary E. Fosnot, husband and wife;

That the first party hereby transfers, conveys and sets over to the second party, as her separate property, all of the right, title and interest of the first party, as community property or otherwise, in and to that said certain contract of sale on said ranch, dated the 25th day of August, 1947, executed by and between first party and second party, as sellers, and H. L. Fosnot and Mary E. Fosnot, husband and wife, as buyers, upon which said contract of sale there remains to be paid by said H. L. Fosnot and Mary E. Fosnot, the principal sum of $6,000.00 together with interest thereon at the rate of 5% per annum, the original of which said contract is in escrow with the Canyon County Abstract Co. of Caldwell, Idaho.

That the first party hereby transfers, conveys and sets over to the second party, as her separate property, all of the right, title and interest of the first party, as community property or otherwise, in and to those certain household goods, furniture and effects situate in the residence of the parties hereto in Boise, County of Ada, State of Idaho, consisting of, but not limited to the following:

Kitchen

Monarch electric range
Gibson refrigerator
Cooking utensils and dishes
Dinette set
Maytag washer

Dining Room

Dining Room set
Wilton rug
4 wall pictures

Living Room

Daveno set
1 extra chair
Writing desk
Wilton rug
3 paintings
1 floor lamp

Bed Room - Front

Walnut bedroom suite
Bigelow rug
5 wall pictures

Bed Room - Middle

Walnut bed room suite
Armstrong linoleum rug

Bed Room - Back

Walnut bedroom suite
Armstrong linoleum rug

That the second party hereby transfers, conveys and sets over to the first party, as his sole and separate property, all of the right, title and interest of the second party, as community property or otherwise, in and to that certain residence of first and second party in Boise, Ada County, Idaho, particularly described as follows, to-wit:

> Lots eleven and twelve in block fourteen of the Highland Park Addition to the City of Boise, Section three, township three north, range two east of the Boise Meridian in the County of Ada, State of Idaho;

upon which property there is a certain mortgage executed by first party and second party as mortgagors to Benton F. Delana as mortgagee;

That, except as hereinafter otherwise provided, the first party agrees to assume and pay that certain mortgage on said residence property in Boise, Idaho, dated October 4, 1947, recorded October 6, 1947, in Book 193 of Mortgages at page 91 in the office of the County Recorder of Ada County, Idaho, executed by first party and second party as mortgagors to Benton F. Delana, as mortgagee, to secure a promissory note in the amount of $6,000.00 upon which said note there is remaining to be paid the principal sum of $5,250.00 in semi-annual installments in the amount of $250.00 together with interest at the rate of 5% per annum on the principal sum remaining from time to time unpaid.

That the second party is now in possession of said residence property and that second party agrees to deliver possession thereof to the first party or his agent on or before 60 days from the day and date hereof.

That the parties hereto agree that the said residence is now listed with realty companies for sale and that the second party will permit and cooperate with any realtor or prospective purchaser desiring to view said residence.

That the second party hereby transfers, conveys and sets over to the first party, as his separate property, all of the right, title and interest of the second party, as community property or otherwise, in and to that certain 1946 Hudson four-door sedan, Super Six Series, title to which is in the name of the first party and which said Hudson Sedan is now in the possession of the first party.

That the first party hereby assigns, transfers, conveys and sets over to the second party, as her separate property, all of the right, title and interest of the first party, as community property or otherwise, in and to all funds, however evidenced, which are now in the hands of the second party.

In consideration hereof, and of the premises, the second party agrees to pay, on behalf of the first party, the interest payment on said mortgage on said residence for the year 1949, in the sum of $262.50, and agrees to pay the last semi-annual installment for the year 1949 on said mortgage in the amount of $250.00, and agrees to pay all taxes now due on said residence property up to and including the year 1949 in the amount of $108.00.

IT IS FURTHER SPECIFICALLY UNDERSTOOD AND AGREED By and between the parties hereto that the parties hereto shall make, execute and deliver all the instruments of transfer and conveyances as the parties shall require at any time in the future to perfect title to any said property hereby transferred and conveyed between the parties hereto.

That this agreement and indenture is made with the intention and for the purpose of settling forever all the rights between said first party and second party in regard to their property, or the

property of either of them, community or separate, and it is agreed that neither of them will ever make any claim on the other of any kind or nature dependent upon or growing out of the marital relationship which now exists between them, except as in this agreement provided, and each of said parties hereto does waive for himself and herself all rights which she or he may have in any property of the other as husband and wife, or either, during the lifetime of the parties hereto, or at the death of either party hereto, and neither of the parties hereto will, at any time, make any claim upon the property of the other, except to enforce the provisions of this agreement, as herein provided, and, at the death of either party hereto, the surviving party agrees not to claim any part of the property of the other under the laws of descent, or otherwise, which might be coming to such survivor as husband or wife; that all the property belonging to such survivor as Husband or wife; that all the property belonging to either of the parties hereto may be disposed of by such party by will, free and clear of any claim of the other party, or in case no will is made the property of each of the parties hereto at death shall descend to the heirs of such party, other than the survivor, and without any claim thereon by the survivor as husband or wife of the other, except to enforce the provisions of this agreement.

That, as to all property hereafter acquired by either of the parties hereto, either by accumulation or investment of the property herein set apart to each of them, or from the fruits of their own toil, or in any other way, the same shall be the sole and separate property of the party having or acquiring the same, free and clear from any claim or interest or control whatsoever of the other party, except as herein provided; that neither of the parties to this contract shall hereafter be answerable for any debt or liability contracted by the other party for support or otherwise, except as in this agreement provided, from and after the 30th day of September, 1949.

That in the event divorce is granted by the court in said divorce proceedings now pending between the parties hereto, this agreement shall be subject to approval and confirmation by the court with the terms hereof to be carried into the decree of divorce.

The covenants herein contained shall bind, and the benefits and advantages inure to, the respective heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, The said parties have hereunto set their hands as of the day and year herein first above written.

George Lewis Ripley
George Lewis Ripley
FIRST PARTY

Margaret Louise Ripley
Margaret Louise Ripley
SECOND PARTY

The court further finds that the said separation agreement hereinabove set forth is in all respects fair and equitable and should be approved, confirmed and made a part of this decree.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between the plaintiff, Margaret Louise Ripley, and the defendant, George Lewis Ripley, be, and the same hereby are, dissolved and set aside, and the said plaintiff be, and she hereby is, forever divorced from the defendant, and each the said plaintiff and the said defendant is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the separation agreement hereinabove set forth be, and the same hereby is, approved and confirmed and made a part of this decree;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That, pursuant to and in accordance with the terms of said agreement, the plaintiff be, and she hereby is awarded the sole and exclusive custody and control of the said minor child of said marriage of the plaintiff and defendant, to wit: Fred Howard Ripley, a son, with the right of said defendant to visit said minor child at all reasonable times and places and to have the said minor child visit him at reasonable times and places;

That, pursuant to and in accordance with the terms of said agreement, the defendant shall pay to the plaintiff the sum of $100.00 each month for her support and maintenance until such time as plaintiff remarries, such payments to be made in the amounts of $50.00 on the 1st and 15th day of each month commencing on the 1st day of December, 1949;

That, pursuant to and in accordance with the terms of said agreement, the defendant shall pay to the plaintiff the sum of $40.00 each month for the care, support, maintenance and education of said minor son, Fred Howard Ripley, until such child shall have attained his majority or married, whichever first occurs, such payments to be made in the amounts of $20.00 on the 1st and 15th day of each month commencing on the 1st day of December, 1949;

That, pursuant to and in accordance with the terms of said agreement, the plaintiff be, and she hereby is, awarded, to have and to hold the same as her sole and separate property and not in any respect as community property the property, both real and personal, described as follows:

Real property in Canyon County, Idaho, particularly described as follows, to wit:

> The southeast quarter of the northeast quarter of the southwest quarter of section ten, township four north, range two west of the Boise Meridian; and,
>
> Beginning at the northeast corner of the south half of the southwest quarter of section ten, township four north, range two west of the Boise Meridian; thence east on the quarter quarter line 355 feet; thence north on line parallel with the center line of said section 661 feet; thence west 355 feet to the center line of said section; thence south to point of beginning, containing 15.4 acres more or less; also,
>
> The northeast quarter of the southeast quarter of the southwest quarter, except a strip 25 feet in width along the north line, and the north half of the south half of the southeast quarter of the southwest quarter of section ten, township four north, range two west of the Boise Meridian, in Canyon County, Idaho, containing twenty acres; also,

Beginning at a point 33 feet south of the northeast corner of the southeast quarter of the southwest quarter of section ten, in township four north, range two west of the Boise Meridian; thence south on quarter line 472.2 feet; thence east 54 rods on line parallel with the section line; thence north on line parallel with the quarter line 505.2 feet; thence west on quarter quarter line 503 feet; thence south 33 feet; thence west to point of beginning, containing ten acres, more or less;

Together with all water, water rights, ditches and rights of way for ditches appurtenant thereto or in anywise appertaining, being 42 shares stock in Canyon County Water Company, Limited, said property being also described as follows:

Lots nine, ten and twelve, and the northeast ten acres and the north half of the south half of lot eleven in Perkel's Acreage in Section ten, township four north, range two west of the Boise Meridian, in Canyon County, Idaho;

Together with all water, water rights, ditches and rights of way for ditches appurtenant thereto or in anywise appertaining;

and,

All of the right title and interest of the defendant in and to that certain contract of sale on the above described real property in Canyon County, Idaho, dated the 25th day of August, 1947, executed by and between the plaintiff and defendant, husband and wife, as sellers, and H. L. Fosnot and Mary E. Fosnot, husband and wife, as buyers;

and,

Those certain household goods, furniture and effects situate in the residence of the parties hereto in Boise, County of Ada, Idaho, consisting of, but not limited to the following:

Kitchen

Monarch electric range
Gibson refrigerator
Cooking utensils and dishes
Dinette set
Maytag washer

Dining Room

Dining Room set
Wilton rug
4 wall pictures

Living Room

Daveno set
1 extra chair
Writing desk
Wilton rug
3 paintings
1 floor lamp

Bed Room - Front

Walnut bedroom suite
Bigelow rug
5 wall pictures

Bed Room - Middle

Walnut bedroom suite
Armstrong linoleum rug

Bed Room - Back

Walnut bedroom suite
Armstrong Linoleum rug;

and,

All of the right, title and interest of the defendant in and to all funds, however evidenced, which are now in the control of the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That, pursuant to and in accordance with the terms of said agreement, the defendant be, and he hereby is, awarded, to have and to hold the same as his sole and separate property and not in any respect as community property the property, both real and personal, described as follows:

Real property in Boise, County of Ada, Idaho, particularly described as follows, to-wit:

Lots eleven and twelve in block fourteen of the Highland Park Addition to the City of Boise, Section three, township three north, range two east of the Boise Meridian in the County of Ada, State of Idaho;

subject to that certain mortgage on said real property in Boise, County of Ada, Idaho, dated October 4, 1947, recorded October 6, 1947, in Book 193 of Mortgages at page 91 in the office of the County Recorder of Ada County, Idaho, executed by plaintiff and defendant, husband and wife, as mortgagors, to Benton F. Delana, as mortgagee;

and,

All of the right, title and interest of the plaintiff in and to that certain 1946 Hudson, four-door sedan, Super Six Series, title to which is in the name of the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff and defendant shall make, execute and deliver, each to the other, all instruments of transfer and conveyance as shall be required at any time in the future to perfect title to any of said property hereby awarded to plaintiff and defendant;

That each the plaintiff and defendant at all times comply with and fulfill the terms, provisions, and conditions of said agreement hereby confirmed and approved and incorporated herein.

Done in open court this 2nd day of December, 1949.

CHAS. F. KOELSCH
District Judge

14-fw

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Deeree, Ripley vs Ripley, Case # 22456

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of December, 1949.

By B. Hyde Eaglesom, Deputy.

OTTO F. PETERSON,
Clerk.

8072

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATS OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

No. 22455
FILED P. M.
A. M.
DEC 2 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

DAN GARAS,
Plaintiff,

vs.

FRANCES GARAS,
Defendant.

DECREE OF DIVORCE

This cause came on to be heard in open Court on the 2nd day of December, 1949, the plaintiff appearing in person and by Creed W. Mullins, his attorney, and the defendant appearing not;

The court having examined the records and files in this cause and it appearing therefrom that a complaint was duly and regularly filed in the above entitled Court and cause on the 28th day of September, 1949; That service of Summons was made by publication thereof in the Idaho Pioneer Statewide Newspaper, Boise, Ada County, Idaho, and that more than twenty days have elapsed since the date of the last publication thereof, and the said defendant has failed to anwer or otherwise appear herein;

And it appearing further from the affidavit of plaintiff on file herein that the defendant is not in the military service of the United States;

WHEREFORE; Upon Motion of Creed W. Mullins, attorney for plaintiff, for a default, the default of the defendant was duly and regularly entered;

After the entry of the default of said defendant, witnesses were sworn and the plaintiff offered proof in the support of the allegations of his complaint, after which the Court being fully advised in the premises, decided that the plaintiff was entitled to the relief prayed for in his complaint.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does Order, Adjudge and Decree, that the bonds of matrimony now existing between the plaintiff and defendant be, and the same are hereby forever dissolved and the parties released therefrom.

Dated at Boise, Idaho, this the 2nd day of December, 1949.

CHAS. F. KOELSCH

District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree, Garas vs Garas, Case # 22455

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of December, 1948.

By ..... Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * * * * * * * * * * * * *

MELVA S. TOPONCE,
Plaintiff,
-vs-
IVAN R. TOPONCE,
Defendant.

D E C R E E

COPY
No. 22331
FILED
A. M. P. M.
DEC 2 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

* * * * * * * * * * * * * * * * * *

This cause came on regularly for trial in the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada on the 2nd day of December, 1949, the plaintiff appearing in person and by her counsel, Glenn A. Coughlan, and no one appearing for or on behalf of the defendant, and the defendant not appearing in person; whereupon the plaintiff was duly and regularly sworn and examined and testified for and in her own behalf, and plaintiff's testimony with regard to her residence in the State of Idaho having been corroborated; and the defendant having submitted no proof whatever for and in his behalf, the case was thereupon submitted to the court for its decision, upon the testimony submitted for and in behalf of the plaintiff, and the court being fully advised in the premises, now finds as follows:

That the above named defendant was duly and regularly served by publication in the Idaho Daily Statesman, Boise, Idaho; that the defendant did not appear and plead thereto in the time allowed him by law and that default judgment was duly and regularly entered against him, after his time to appear and plead had expired; that the defendant was not in the Military Service or Armed Forces of the United States of America

at any of the above mentioned times; that this court has jurisdiction of the subject matter of this action and of the person of the above named plaintiff and of the person of the above named defendant; that the defendant has been guilty of wilful neglect and desertion and for said reasons the plaintiff is entitled to a Decree of Divorce as prayed for in her Complaint on file herein.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

That the marriage heretofore existing between the plaintiff, Melva S. Toponce and the defendant, Ivan R. Toponce, be and the same is hereby dissolved, set aside and held for naught; that the plaintiff and defendant and each of them be and they hereby are restored to the status of a single person.

Dated this 2nd day of December, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO)
(SS
COUNTY OF ADA)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original decree filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of December, 1949.

OTTO F. PETERSON
Clerk

By B. Opie Engleson
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

HERBERT HELDT
Plaintiff,
vs.
BERNICE HELDT
Defendant.

D E C R E E

COPY
No. 22511
FILED
A. M. P. M.
DEC 2 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

* * * * * * *

This cause coming on to be heard before the Court on December 2, 1949, Messrs. Martin & Martin, by Homer E. Martin, appearing as counsel for plaintiff and defendant failing to appear, either in person or by counsel, and it appearing to the satisfaction of the Court that defendant had been duly and regularly served with copy of summons and complaint according to law, and that her time for appearing, pleading to and answering plaintiffs complaint having expired and default of defendant having been duly made and entered for failure to plead to and answer plaintiff's complaint, and plaintiff having filed a proper affidavit showing that defendant is not in the military service of the United States of America and plaintiff having introduced evidence in support of his complaint and the matter having been submitted to the Court for consideration and the Court having been fully advised in the premises and findings of fact and conclusions of law being waived;

NOW, THEREFORE, Upon motion of Martin & Martin, Attorneys for plaintiff;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order adjudge and decree, that plaintiff herein, Herbert Heldt be, and he hereby is, given and granted a decree of

divorce and the parties hereto and each of them, are hereby free and released from the bonds of matrimony now existing between them.

IT IS FURTHER ORDERED, ADJUDGED and DECREED, and this does order, adjudge and decree that the plaintiff herein, Herbert Heldt, be and he is hereby given the control and custody of Herbert Heldt Jr., a minor child of the parties hereto.

IT IS FURTHER ORDERED ADJUDGED and DECREED, and this does ORDER ADJUDGE AND DECREE that the defendant herein, Bernice Heldt, be, and she is hereby given the control and custody of Beverly Ann Heldt, a minor child of the parties hereto.

Done and dated in open Court December 2, 1949.

Charles F. Koelsch
District Judge

STATE OF IDAHO)
) ss.
County of Ada)

CERTIFICATE

I. Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original decree filed in the above entitled action and remaining now on file at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of December, 1949.

OTTO F. PETERSON, Clerk

By R. Ryan Engleson
Deputy

8075

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

ELSIE M. SULLIVAN
Plaintiff
vs.
WILLIS H. SULLIVAN
Defendant

Copy
NO. 22509
DECREE
FILED
A. M._____ P. M._____
DEC 2 1949
OTTO F. PETERSON CLERK
BY [signature]
DEPUTY

This cause came on this day to be heard on plaintiff's complaint, taken as confessed by the defendant, whose default for not answering thereto has been duly entered. W. B. Bowler appeared as attorney for plaintiff, and on the testimony of the plaintiff, duly corroborated, as to residence, and it appearing to the court that the allegations of the complaint are sustained by the testimony and are sufficient in law to entitle the plaintiff to the relief prayed for, and in particular that the plaintiff is, and was for a period of six full weeks prior to filing her complaint, a resident of the State of Idaho,

IT IS ORDERED, ADJUDGED AND DECREED, That the marriage heretofore and now existing between the plaintiff Elsie M. Sullivan and the defendant Willis H. Sullivan be, and the same is, hereby dissolved upon the ground of defendant's extreme cruelty of said plaintiff, and the said parties are, and each of them is, freed from the bonds of matrimony and the obligations thereof.

IT IS FURTHER ORDERED, AJUDGED AND DECREED, That the plaintiff is awarded all of the community property of the

parties including the Philco Refigerator and household goods and utensils, except the 1949 Chrysler Sedan which is awarded to the defendant.

DONE In open Court this 2nd day of December, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Sullivan vs Sullivan
Case # 22509

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of December, 1949.

By B. Lyle Eaglin, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

8076

* * * * * * *

NO. 22185
FILED
____ P. M.
DEC 6 - 1949
____ CLERK
BY Marnon I. Foster DEPUTY

JOSEPHINE BRIGGS,

Plaintiff,

vs.

WALLACE W. BRIGGS,

Defendant.

D E C R E E

* * * * * * *

THIS CAUSE, Having been brought on to be heard this 25th 2nd day of ~~Dec~~ November, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Hot Springs County, Wyoming, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Wallace W. Briggs, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Josephine Briggs, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided

does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of Irene Briggs and Eugene Briggs, the minor children be awarded to the plaintiff herein and that the said defendant may have the privilege to visit the said minor children at all reasonable and proper times and places while said minor children are under the care, custody and control of the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the property settlement agreement entered into between the plaintiff and defendant on the 27th day of July, 1949 is hereby ratified, approved and confirmed.

DATED At Boise, Idaho, this 6th day of December, 1949.

CHARLES E. WINSTEAD
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree in Josephine Briggs vs. Wallace W. Briggs No. 22185 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6th day of Dec., 1949.

By Marna I. Kester, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA. Copy

****

NO. 22468
FILED
A. M._____ P. M._____
DEC 9 1949
OTTO F. PETERSON, Clerk
BY Marma I. Kester DEPUTY

RYLAND C. PUFFER,
Plaintiff
-vs-
ELSIE C. PUFFER,
Defendant

D E C R E E

THIS CAUSE came on regularly to be heard in open Court on the 9th day of December 1949, the plaintiff being represented by his Attorney, J. M. Lampert.

The time for answer having expired , and the record showing due service of process, and the defendant having filed her acknowledgment of service of summons and complaint, and having in said acknowledgment declared that she, the said defendant, is not now, and for more than six full months preceding the commencement of this action, has not been in any branch of the military service of the United States of America, and said defendant having also, in said acknowledgment of service, declined to answer or otherwise plead to the complaint on file herein, and the record showing that the defendant has not filed an answer or entered any other plea other than as hereinbefore stated, to the complaint herein, the default of the defendant has heretofore been entered.

Evidence having been presented to the Court for the plaintiff, and there having been corroboration as to plaintiff's residence in the State of Idaho for more than six full weeks prior to the filing of the complaint.

The Court finds that the defendant is guilty of desertion, having wilfully deserted this plaintiff, which said desertion has continued throughout the period of more then one full year prior to the commencement of this action; and that the allegations of the complaint are sustained by the evidence; and the plaintiff has been a resident of the State of Idaho fore more than six full weeks preceding the filing of this action.

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff and defendant be, and they are hereby dissolved, and that the parties hereto be, and they are hereby restored to the status of single persons.

Done in open Court this 9th day of December, 1949.

District Judge

STATE OF IDAHO
ss
COUNTY OF ADA

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the fore-going is a true and correct copy of the original decree in the case of "Ryland C. Puffer vs Elsie C. Puffer, case #22,468 filed in the above entitled action and remaining now on file in my office in Boise, Ada County Idaho.

In WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 9th day of December 1949.

OTTO F. PETERSON
Clerk

By Norma J. Kester
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

DOROTHY G. JOHNSON,

Plaintiff,

vs.

HARRY W. JOHNSON,

Defendant.

Civil No. 22489

JUDGMENT AND DECREE

COPY

No. 22489 FILED A. M. P. M. DEC 9 1949

OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

This cause coming on regularly to be heard on the 9th day of December, 1949, before the Court without a jury, Elam and Burke, attorneys, appearing for said plaintiff, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and that the time for answering, demurring or appearing has expired, and that the default of said defendant, Harry W. Johnson, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered herein.

WHEREUPON evidence, duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free from all objections as to competency, admissibility and sufficiency; and it further appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and the premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree:

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this DOES ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony between plaintiff and defendant be and the same are hereby forever dissolved.

Dated December 9th, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Johnson vs Johnson Case # 22489

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 9th day of Dec., 1949.

By R. Pyle Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

8079

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

*
*
*

VIRGINIA JENKINS MAGDIEL,
Plaintiff,
-vs-
EINAR RICHARD MAGDIEL,
Defendant.

DECREE OF DIVORCE

COPY
No. 21022
FILED
A. M. P. M.
DEC 9 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

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The above entitled cause came on for hearing before the court in the County Court House at Boise, in the County of Ada, State of Idaho, on the 9th day of December, 1949, the plaintiff appearing in person and by Edith I. Miller, attorney or record for the plaintiff, and the defendant not appearing either in person or by attorney;

Upon said hearing it appearing to the satisfaction of the court from the records, files and proceedings in the above entitled action that the defendant herein, Einar Richard Magdiel, was duly and regularly served with process in the manner required by law, and the defendant having failed otherwise to appear, and having failed to answer demur, or otherwise plead to the complaint of the plaintiff herein, and the time for so answering, demurring or otherwise pleading to said complaint having expired; and it satisfactorily appearing to the court from the affidavit filed by the said plaintiff that the said defendant is not in the military service of the United States of America in any capacity whatsoever,

and the default of said defendant, Einar Richard Magdiel, for his failure to otherwise appear and to answer, demur or otherwise plead to said complaint having been duly entered according to law, the court heard the testimony introduced in behalf of Virginia Jenkins Magdiel, and in support of her complaint, and the cause was thereupon submitted to the court for its decision, and the court having duly considered the law and the evidence and being fully advised in the premises and it appearing therefrom, the court finds on the issues in the cause in the favor of the plaintiff and against the defendant, and that by reason thereof the said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the plaintiff and defendant dissolved, and to be divorced from the defendant;

The court further finds that the plaintiff is now, and for a period of more than one year next immediately preceding the commencement of this action has been an actual and bona fide resident of the State of Idaho;

The court further finds that under date of the 22nd day of October, 1947, the parties hereto made and entered into a separation agreement which said separation agreement is in words and figures as follows, to wit:

AGREEMENT

THIS SEPARATION AGREEMENT Made and entered into this 22nd day of October, 1947, by and between Virginia Jenkins Magdiel, hereinafter designated as the wife, and Einar Richard Magdiel, hereinafter designated as the husband;

W I T N E S S E T H:

WHEREAS, the parties hereto are now wife and husband, and irreconcilable disputes and differences have arisen and do now exist between them as a result whereof they separated in the month of July, 1947, and since that time have been and are now living separate and apart from each other, and further, as a result whereof an action for divorce is now pending in the above entitled court, and the said parties have become

firmly and finally convinced that it is impossible for them now or in the future to live together as wife and husband; and,

WHEREAS, there have been born as the issue of said marriage three minor children, to wit, Marilee Edel Magdiel, whose birth date is the 25th day of June, 1938; Gwen Kathleen Magdiel, whose birthday is the 22nd day of May, 1941; and Leslie Virginia Magdiel, who birth date is the 21st day of February, 1944, which said minor children are now in the care and custody of the wife, and the wife is a fit and proper person to have such care and custody; and,

WHEREAS, the parties mutually desire to provide for the care, custody, and control of the said minor children and for their support and maintenance; and,

WHEREAS, the said parties have accumulated certain real and personal property, hereinafter described, and desire to make a fair and equitable division between them of said property;

NOW, THEREFORE, in consideration of the mutual agreements, promises, releases and discharges hereinafter contained, the parties hereto have agreed and do hereby agree as follows:

FIRST. That the wife shall have the care, custody and control of the said minor children, and the husband shall have the privilege of visiting them at all reasonable times and for reasonable periods of time.

SECOND. That the husband shall pay to the wife, for the maintenance, support and education of the said minor child of the husband and wife, Marilee Edel Magdiel, the sum of Twenty-Five Dollars ($25.00) per month, commencing on the first day of December, 1947, and continuing each month thereafter until the said child, Marilee Edel Magdiel, shall attain the age of majority.

THIRD. That the husband shall pay to the wife, for the maintenance, support and education of the said minor child of the husband and wife, Gwen Kathleen Magdiel, the sum of Twenty-Five Dollars ($25.00) per month, commencing on the first day of December, 1947, and continuing each month thereafter until the said child, Gwen Kathleen Magdiel, shall attain the age of majority.

FOURTH. That the husband shall pay to the Wife, for the maintenance, support and education of the said minor child of the husband and wife, Leslie Virginia Magdiel, the sum of Twenty-Five Dollars ($25.00) per month, commencing on the first day of December, 1947, and continuing each month thereafter until the said child, Leslie Virginia Magdiel, shall attain the age of majority.

FIFTH. That the said Einar Richard Magdiel, the husband herein, hereby conveys, transfers, and sets over to the said Virginia Jenkins Magdiel, the wife herein, as he own sole and separate property, and for her own sole and separate use, benefit and behoof, together with the rents, issues and profits thereof, the real property situate in Boise, in the County of Ada, State of Idaho, particularly described as follows, to wit:

Lots 9 and 10 in Block 18
of North Locust Grove
Addition to Boise City;

And the said Einar Richard Magdiel, the husband herein, hereby relinquishes forever to the said Virginia Jenkins Magdiel, the wife herein, all of his right, title and interest in and to the above described real property, as community property or otherwise; and the said Virginia Jenkins Magdiel hereby agrees to assume the indebtedness to the First Security Trust Company, in the approximate amount of $2,900.00, secured by a mortgage on said described real property.

SIXTH. That the husband does hereby assign, transfer and set over to the wife, as her own sole and separate property, all of his right, title and interest in and to all of the household furniture, fixtures, furnishings and equipment now owned by the parties hereto and situate upon said real property hereinbefore described, excepting only the personal property owned by the parties hereto and hereinafter particularly described and set over by the wife to the husband as his own sole and separate property.

SEVENTH. That the husband shall pay to the wife all costs and expenses and attorney fees of $75.00 incurred or hereafter to be incurred by the wife in the action for divorce now pending between the parties hereto.

EIGHTH. That in consideration thereof, the said Virginia Jenkins Magdiel, the wife herein, does hereby assign, transfer and set over to the said Einar Richard Magdiel, the husband herein, as his own sole and separate property, all of her right, title and interest in and to the personal property owned by the parties hereto, particularly described as follows, to wit; one 1935 Chevrolet sedan automobile, one desk, plumbing fittings, one platform rocker, one form designed by the father of the husband, and carpenter's and plumber's tools.

NINTH. It is further specifically understood and agreed that this agreement and the terms and provisions hereof are accepted by both and each of the parties in full and complete settlement of all the rights of either to the care, custody, control, support and maintenance of the said three minor children of the wife and husband, and whatsoever other rights and privileges with regard to said children as may arise out of or exist by virtue of said marital relationship.

TENTH. It is further specifically understood and agreed that this agreement may be approved, adopted, and confirmed by the court in any decree of divorce which may be entered, and that the terms and provisions hereof may be by any court incorporated in any such decree of divorce.

IN WITNESS WHEREOF, the said parties have hereunto set their hands as of the day and year herein first above written.

EINAR RICHARD MAGDIEL,
Husband.

VIRGINIA JENKINS MAGDIEL,
Wife.

STATE OF IDAHO,)
(ss.
COUNTY OF ADA,)

On this 22nd day of October, in the year 1947, before me, the undersigned, a Notary Public in and for said state, personally appeared EINAR RICHARD MAGDIEL, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

FERNE WITT
Notary Public for Idaho State,
residing at Boise, Idaho.

(SEAL)

STATE OF IDAHO,)
(ss.
COUNTY OF ADA,)

On this 22nd day of October, in the year 1947, before me, the undersigned, a Notary Public in and for said state, personally appeared VIRGINIA JENKINS MAGDIEL, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

FERNE WITT
Notary Public for Idaho State,
Residing at Boise, Idaho.

(SEAL)

The court further finds that the said Agreement hereinabove set forth is in all respects fair and equitable and should be here approved, confirmed and made a part of this decree.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the marriage between the plaintiff, Virginia Jenkins Magdiel, and the defendant, Einar Richard Magdiel, be, and the same hereby is, dissolved, and the said plaintiff be, and she hereby is, divorced from the defendant, and each the said plaintiff and the said defendant is hereby restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the Agreement hereinabove set forth be, and the same hereby is, approved and confirmed and made a part of this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That, pursuant to said agreement, the plaintiff, Virginia Jenkins Magdiel, be, and she is hereby awarded, to have and to hold the same as her sole and separate property and not in any respect as community property, the real property situate in Boise, in the County of Ada, State of Idaho, particularly described as follows:

Lots 9 and 10 in Block 18
of North Locust Grove
Addition to Boise City.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That, pursuant to said agreement, the plaintiff be and she is hereby awarded the personal property described as follows, to wit:

all of the household furniture, fixtures, furnishings and equipment situate upon said described real property;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that,

pursuant to said agreement, the defendant be, and he is hereby awarded the personal property described as follows, to wit:

> One 1935 Chevrolet sedan automobile, one desk, plumbing fittings, one platform rocker, one form designed by the father of the husband, and carpenter's and plumber's tools;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff shall have the care, custody and control of the minor children, Marilee Edel Magdiel, Gwen Kathleen Magdiel and Leslie Virginia Magdiel, and the defendant shall have the privilege of visiting said minor children at reasonable times and for reasonable periods of time;

That the defendant shall pay to the plaintiff for the maintenance, support and education of the said minor child of the plaintiff and defendant, Marilee Edel Magdiel, the sum of Twenty-Five Dollars ($25.00) per month commencing on or before the 1st day of January, 1950, and on or before the 1st day of each and every month thereafter until the said minor child, Marilee Edel Magdiel, attains the age of eighteen years;

That the defendant shall pay to the plaintiff for the maintenance, support and education of the said minor child of the plaintiff and defendant, Gwen Kathleen Magdiel, the sum of Twenty-Five Dollars ($25.00) per month commencing on or before the 1st day of January, 1950, and on or before the 1st day of each and every month thereafter until the said minor child, Gwen Kathleen Magdiel, attains the age of eighteen years;

That the defendant shall pay to the plaintiff for the maintenance, support and education of the said minor child of the plaintiff and defendant, Leslie Virginia Magdiel,

the sum of Twenty-Five Dollars ($25.00) per month commencing on or before the 1st day of January, 1950, and on or before the 1st day of each and every month thereafter until the said minor child, Leslie Virginia Magdiel, attains the age of eighteen years.

DONE in open court this 9th day of December, 1949.

CHAS. F. KOELSCH

STATE OF IDAHO,)
(ss.
COUNTY OF ADA,)

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a full, true and correct copy of DECREE OF DIVORCE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 9th day of December, 1949.

OTTO F. PETERSON

By B. Joyce Engleson
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

LEROY SWEGART,

Plaintiff,

vs.

MARY N. SWEGART,

Defendant.

DECREE OF DIVORCE

COPY
No. 22293
Filed
DEC 9 1949
A. M. P. M.
OTTO F. PETERSON, Clerk
By E. CLYDE EAGLESON DEPUTY

THE ABOVE ENTITLED ACTION came on regularly for hearing before the court at Boise, Idaho, on the 9th day of December, 1949; the plaintiff appearing in person and with his attorney and his witness; the defendant neither appearing in person nor otherwise at all,

IT APPEARING TO THE satisfaction of the court that due and legal service of summons and complaint has been had and made for the time and in the manner provided by law and that the defendant Mary N. Swegart, has made no appearance herein in form or manner as required by law, within the time limited for such appearance; that no cause of military service exists precluding entry of default herein and that order so establishing has been duly entered, and the default of said defendant in the premises has been duly and regularly entered,

NOW UPON the application of the plaintiff, the court proceeds to reception of testimony on the plaintiff's behalf and being fully advised, express findings of fact and conclusions of law being waived, the court finds the plaintiff entitled to a decree of divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the plaintiff, LeRoy Swegart and the defendant Mary N. Swegart be and they are absolutely divorced and restored to the status of single persons.

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

2. That the plaintiff LeRoy Swegart be and he is hereby required to pay to the defendant for the support of the minor child Barbara Lee Swegart, the sum of $50.00 per month during the continuance of the minority of said child.

RENDERED, DATED and ENTERED, this 9th day of December, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Swegart v Swegart Cas[e] 22293

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 9 day of Dec., 1949

By P. B. Cryderman, Deputy.

OTTO F. PETERSON,
Clerk.

RIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

4

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

HOLLY SMART,

Plaintiff,

vs.

ALVIN SMART,

Defendant.

DECREE OF DIVORCE

COPY
No 22525
Filed
A. M. P. M.
DEC 9 1949
OTTO F. PETERSON, Clerk
By S. CLYDE EAGLESON DEPUTY

THE ABOVE ENTITLED ACTION, came on regularly for hearing before the court at Boise, Idaho, December 9, 1949; the plaintiff appeared in person and with her attorney and witness, and the defendant neither appeared in person or otherwise at all.

IT APPEARING to the court that due and legal service of summons and complaint has been had and made for the time and in the manner required by law upon the defendant, Alvin Smart, in person in Ada County, State of Idaho, and that the time for appearance herein has expired without appearance by the said defendant in any manner; that the said defendant is not in military service and that no cause of military service exists precluding entry of default herein; and that default of said defendant has been regularly entered,

NOW UPON MOTION of the plaintiff, the court proceeds to reception of testimony on plaintiff's behalf, and being fully advised, express findings of fact and conclusions of law being waived, the court finds that the plaintiff is entitled to a decree of divorce and to custody of the child, Alice, born of her former marriage, and that it is for the best interests of the child, Dora, that she be awarded into the custody of the defendant, until further order of this court,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the plaintiff, Holly Smart and the defendant Alvin Smart, be and they are absolutely divorced and restored to the status of single persons.

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

2. That the child, Alice Smart, a minor, be and she is awarded into the custody of the plaintiff, subject to reasonable rights of the defendant to visit and be visited by the said child.

3. That the child, Dora Smart, a minor be and she is awarded into the custody of the defendant, Alvin Smart, until further order of this court, subject to reasonable rights of the plaintiff to visit and be visited by the said child.

RENDERED, DATED AND ENTERED, December 9, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree Smart v Smart, Case 22525

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 9th day of Dec., 1949.

By B. Pyle Eaglesom, Deputy.

OTTO F. PETERSON,
Clerk.

ARIEL L. CROWLEY
ATTORNEY AT LAW
BOISE, IDAHO

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

Copy

NO. 22514
FILED
A.M. ---------- P.M. ----------
DEC 1 6 1949
OTTO F. PETERSON, CLERK
BY Marnie J. Kester DEPUTY

CHARLOTTE BULL,
Plaintiff,

vs.

CLELAND C. BULL,
Defendant.

NO. 22514

DECREE OF DIVORCE

This cause came on regularly for hearing before the above-entitled court on the 16th day of December, 1949, the court sitting without a jury. Claude Marcus of Messrs. Hawley & Marcus, appeared for the Plaintiff, there being no appearance in person or by counsel for Defendant.

Whereupon, witnesses were sworn and examined by counsel. Evidence was introduced, and the cause was submitted to the court for consideration and decision, and the court being fully advised in the premises, both as to the law and to the facts, does hereby find as follows:

I

That the Plaintiff is now and has been for more than six full weeks next preceding the filing of the complaint herein a bona fide resident of the city of Boise, State of Idaho.

II

That Plaintiff is entitled to the relief prayed for in her complaint by reason of the proof submitted and the

corroboration thereof, fully establishing the allegations of said complaint as true, and she is hereby entitled to an absolute Decree of Divorce.

III

That the parties acquired during their marriage furniture, fixtures, and household equipment not exceeding in value the sum of $1,500.00 and that Plaintiff is entitled to said furniture, fixtures, and equipment.

NOW THEREFORE, THE COURT DOES HEREBY ORDER, ADJUDGE, AND DECREE AS FOLLOWS:

I

That the Plaintiff is hereby granted a full and absolute decree of divorce from the said Defendant, Cleland C. Bull, upon the grounds of non-support and extreme cruelty, and the bonds of matrimony heretofore existing between the Plaintiff and Defendant are hereby dissolved, terminated, and at an end, and each of the parties is restored to the status of single persons.

II

That Plaintiff is entitled to, and she is hereby awarded, all of the household furniture, fixtures, and equipment accumulated by the parties hereto since the date of their marriage, and she is entitled to and is awarded all of her personal clothing and jewelry.

Dated this 16th day of December, 1949.

CHARLES E. WINSTEAD
District Judge

CERTIFICATE

STATE OF IDAHO)
(ss
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree, in the case of Charlotte Bull vs. Cleland C. Bull, Case No. 22514, filed in the above-entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16th day of December, 1949.

OTTO F. PETERSON, CLERK
By Norma J. Lester
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

EDNA EBBERTS,

Plaintiff,

- vs -

JAMES K. EBBERTS,

Defendant.

DECREE OF DIVORCE

COPY

No. 24995 Filed A.M. P.M. DEC 16 1949

OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

This cause came on regularly for trial before the Court on the 16th day of December, 1949, the plaintiff appearing in person and by her Attorney, J. B. Musser of Boise, Idaho; and it appearing that defendant was personally served with Summons in the manner provided by Law and that defendant failed to answer plaintiff's complaint or appear herein; that witnesses were called, sworn and testified on behalf of the plaintiff, and the cause having been submitted to the Court and the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED and DECREED, That the allegations of the Complaint are true and the defendant is guilty of non-support and failure to provide for the plaintiff and that the plaintiff is entitled to a decree of divorce and she is hereby absolutely divorced from the defendant and freed from the bonds of matrimony and restored to the status of a single and unmarried woman.

Dated this 16th day of December, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Roberts v Roberts

Case # 21995

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16th day of Dec., 1949.

By B. Lyle Eaglesom, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

IDILLIA LORRAINE ALDERSON,
Plaintiff,
vs.
ROBERT T. ALDERSON,
Defendant.

JUDGMENT AND DECREE

COPY
No. 3214
FILED
DEC 16 1949
A.M. P.M.
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

This cause came regularly on for trial on the 16th day of December, 1949, before the Court without a jury, upon the verified complaint of the plaintiff, E.P. Barnes appearing as attorney for the plaintiff, and the defendant not appearing in person nor by counsel, the default of the defendant having been duly entered after having entered his appearance and having refused to plead to plaintiff's complaint within the time allowed by law, after having been duly served personally with summons and complaint herein, as required by law, whereupon plaintiff and her corroborating witnesses were called, sworn and examined and oral and documentary evidence introduced in her behalf and the cause was submitted to the Court for its consideration and decision, and the Court having fully considered the same and being duly advised in all of the law and the premises, hereby finds and decides that all of the allegations of the complaint of the plaintiff are true and that the plaintiff is entitled to a decree of divorce as prayed for therein upon the ground of extreme cruelty.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

That the bonds of matrimony existing between said plaintiff Idillia Lorraine Alderson, and the said defendant Robert T. Alderson

be and the same are hereby dissolved and the plaintiff is hereby decreed an absolute divorce from the said defendant.

Done in open Court at Boise City, County of Ada, State of Idaho, this 16th day of December, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree, Alderson vs Alderson Case # 22146

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16th day of Dec, 1949

By B. Lyle Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

BETTY JEAN STARNES,
Plaintiff,
-vs-
JAMES W. STARNES,
Defendant.

DECREE OF DIVORCE

COPY
No. 22524
Filed
A. M. P. M.
DEC 16 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON DEPUTY

The above entitled cause came on for hearing before the court in the County Court House at Boise, in the County of Ada, State of Idaho, on the 16th day of December, 1949, the plaintiff appearing in person and by Edith I. Miller, the attorney of record for the plaintiff, and the defendant not appearing either in person or by attorney;

Upon said hearing it appearing to the satisfaction of the court from the records, files and proceedings in the above entitled action that the defendant herein, James W. Starnes, was duly and regularly served with process in the manner required by law, and the defendant having failed otherwise to appear and having failed to answer, demur or otherwise plead to the complaint of the plaintiff herein, and the time for so answering, demurring or otherwise pleading to said complaint having expired; and it satisfactorily appearing to the court from the affidavit filed by the said plaintiff that the said defendant is not in the military service of the United States of America in any capacity whatsoever, and the default of said defendant, James W. Starnes, for his failure to otherwise appear and

to answer, demur or otherwise plead to said complaint having been duly entered according to law, the court heard the testimony introduced in behalf of Betty Jean Starnes, and in support of her complaint, and the cause was thereupon submitted to the court for its decision, and the court having duly considered the law and the evidence and being fully advised in the premises and it appearing therefrom, the court finds on the issues in the cause in the favor of the plaintiff and against the defendant, and that by reason thereof the said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the plaintiff and defendant dissolved, and to be divorced from the defendant;

The court further finds that the plaintiff is now, and for a period of more than six weeks next immediately preceding the commencement of this action has been an actual and bona fide resident of the State of Idaho;

The court further finds that there has been born as the issue of said marriage one minor child, to wit, a girl, Nancy Lee Starnes, whose birth date was the 15th day of February, 1947, and that the defendant is not a fit nor proper person to have the custody or control of said minor child on account of cruelty and neglect, and that the plaintiff is a fit and proper person to have the custody and control of said minor child;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage between the plaintiff, Betty Jean Starnes, and the defendant, James W. Starnes, be, and the same hereby is, dissolved, and the said plaintiff be, and she hereby is, divorced from the defendant, and each the said plaintiff and the said defendant is hereby restored to the status of a single person;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff shall have the care, custody and control of the minor child of the plaintiff and defendant, Nancy Lee Starnes, and that the defendant be, and he hereby is permanently deprived of the custody and control of said minor child of the plaintiff and defendant.

DONE in open court this 16th day of December, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF ADA,)

I, Otto F. Peterson, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a full, true and correct copy of DECREE OF DIVORCE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 16th day of December, 1949.

OTTO F. PETERSON
Clerk of the District Court

By [signature]
Deputy

8086

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT, OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

BLANCH P. HUPE,
Plaintiff,

- vs -

ERVIN H. HUPE,
Defendant.

D E C R E E.

COPY
No. 22561
FILED
A. M. P. M.
DEC 20 1949
OTTO F. PETERSON, Clerk
By B. CLYDE EAGLESON
DEPUTY

THIS CAUSE, Came on regularly for hearing, this 20th. day of December, 1949, upon the complaint herein, the proof and testimony in said action.

AND THE COURT FINDS, That the defendant, Ervin H. Hupe, was regularly served with Summons at Nampa, Canyon County, Idaho, and that he is not now engaed in any branch of the Military Service of the United States. And the defendant having failed to appear in this action in the time allowed by law, or at all, default has been duly entered herein, Therefore;

The plaintiff is entitled to a decree of divorce upon the grounds of Extream Cruelty, Therefore;

IT IS ORDERED, ADJUDGED AND DECREED, By this Court:

That the bonds of matrimony existing between the plaintiff and defendant, be, and the same are dissolved, and they are hereby absolutly divorced from each other;

That the plaintiff's maiden name, ie: Blanch H. Wertzberger, is hereby resored to her.

Dated this 20th day of December, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Heyer vs Heyer Case # 22561

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of Dec., 1949.

By B. Ogle Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

Copy

NO. 22533

FILED

A.M. ..... P.M. .....

DEC 23 1949

OTTO F. PETERSON, CLERK

BY Marion J. Kester DEPUTY

GEORGE WHEELER,

Plaintiff,

-vs-

ETHEL AGNES WHEELER,

Defendant.

D E C R E E

The above entitled cause came on regularly to be heard and tried before the Court at Boise, Ada County, Idaho, on the 23rd day of December, 1949, the plaintiff appearing in person and by his attorney, Pete Leguineche, and the defendant not appearing in person or otherwise;

And upon said hearing it satisfactorily appearing to the said Court that the said defendant, Ethel Agnes Wheeler, was duly and regularly served with the summons in the above entitled action together with and attached to a copy of the complaint on file in the above entitled action and the said defendant having failed to appear, answer, or otherwise plead to the complaint of plaintiff on file herein, and the time for so answering, or otherwise pleading to the said complaint having expired;

And it satisfactorily appearing to the Court that the said defendant is not in the military service of the United States of America in any capacity whatsoever, and the default of the said defendant, Ethel Agnes Wheeler, having been duly and regularly entered, and the Court having heard the testimony introduced in behalf of the said plaintiff and in support of his said complaint, the the cause having been thereupon submitted, the Court finds

his said complaint, and the cause having been thereupon submitted, the Court finds the issues in favor of said plaintiff and against the said defendant and finds that the said plaintiff is entitled to a divorce from the said defendant on the grounds of mutual separation without cohabitation for a period of more than five continuous years.

The Court further finds that the plaintiff has resided in the State of Idaho for more than six continuous weeks immediately preceding the commencement of the action;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between plaintiff and defendant be forever dissolved and set aside and that plaintiff be forever divorced from said defendant.

That the maiden name of defendant, to-wit, Ethel Agnes McCormick, be, and the same is hereby restored to her.

Dated this 23d day of December, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree in George Wheeler vs. Ethel Agnes Wheeler No. 22533 filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23d day of Dec., 1949.

OTTO F. PETERSON, Clerk

By Marna J. Foster, Deputy.

By _____ Clerk.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR ADA COUNTY

Andrew J. Schan,

Plaintiff,

vs.

Lois E. Schan,

Defendant

DECREE OF DIVORCE

COPY

No. 22488

FILED

A. M. P. M.

DEC 23 1949

OTTO F. PETERSON, Clerk

By B. CLYDE EAGLESON DEPUTY

This cause coming on regularly to be heard this 23rd day of December, 1949, upon the complaint herein taken as confessed by the defendant (whose default for not answering had been duly entered), and the court having heard all the evidence and proofs produced herein, from which it appears that all the allegations of plaintiff's complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility, and sufficiency, and it further appearing to the court that defendant was duly served with summons; and all and singular the law and the premises being by the court here understood and fully considered;

Now, therefore, it is ordered, adjudged, and decreed, and this does order, adjudge, and decree:

(1) That the marriage between plaintiff and defendant be and the same is hereby dissolved, and said parties, and each of them, are freed and absolutely released from the bonds of matrimony and all the obligations thereof.

Dated December 23, 1949.

CHAS. F. KOELSCH
District Judge

STATE OF IDAHO, }
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original

Decree, Leland vs Lehan
Case # 22488

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd day of Dec., 1949.

By B. Clyde Eagleson, Deputy.

OTTO F. PETERSON,
Clerk.

8089

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

ROBERT E. SHOLLENBERGER, #
Plaintiff, #
vs. #
JOSEPHINE M. SHOLLENBERGER, #
Defendant. #

COPY
NO. 22536
FILED
A.M. P.M.
DEC 29 1949
OTTO F. PETERSON, Clerk
BY IRMA HILL DEPUTY

D E C R E E

This cause coming on to be heard on this 29th day of December, 1949, before the undersigned, one of the Judges of the above entitled Court, and, it appearing that the defendant has been duly and regularly served with summons by personal service thereof within the State of Idaho, and, it also appearing that the defendant is not a person in Military Service as defined by Section 101 (1) of the Act of Congress approved October 17, 1940, or any Amendments or Supplements thereto cited as the Soldiers and Sailors Relief Act of 1940, or any other Act of Congress or of the State Legislature of the State of Idaho, duly adopted and approved; and, it further appearing that the defendant has made no appearance by demurrer, answer or otherwise, within the time allowed by law; whereupon, default of the defendant was duly and regularly entered in the premises, witnesses on the part of the plaintiff having been duly sworn and examined, and the Court being fully advised in the premises, ordered that judgment be entered in favor of the plaintiff;

NOW, THEREFORE, by reason of the law and the premises aforesaid, IT IS ORDERED, ADJUDGED AND NOW DECREED, That the bonds of matrimony hitherto existing between the plaintiff and the

defendant, be, and the same are hereby dissolved, cancelled, annulled and held for naught, as fully and completely as if the same had never been upon the ground of extreme cruelty, as alleged and set forth in the complaint herein, and that each of the parties hereto, after the entry of this decree, be, and they are, hereby restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND NOW DECREED That the care, custody and control of Robert E. Shollenberger, Jr. be, and the same is, hereby awarded to the plaintiff, with the right of the defendant upon reasonable and seasonable occasions to visit said child.

Dated: December 29th, 1949.

CHAS. F. KOELSCH

District Judge.

STATE OF IDAHO #
ss.
County of Ada #

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for Ada County, hereby certify that I have compared the foregoing copy with the original decree in the above entitled action, filed and entered in my office on the 29th day of December, 1949, and the same is a full, true and correct copy of such original and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 29th day of December, 1949.

Otto F. Peterson
Clerk

By Irma Hill
Deputy Clerk

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO. 22563

FILED

A. M. P. M.

DEC 30 '49

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

BARBARA JEAN MARTIN (Plaintiff,)

vs. (

LAWRENCE B. MARTIN (Defendant,)

DECREE OF DIVORCE

THIS ACTION came on regularly to be heard before the court sitting without jury on this 30th day of December, 1949, the plaintiff appearing by her attorney, J. F. Cromwell, of Boise, Idaho, and the defendant appearing not, either in person or otherwise.

It appearing to the court that the defendant was served personally with summons and a copy of complaint herein on the 5th day of December, 1949, in Payette, Payette County, Idaho, and that the default of said defendant for failure to appear and plead to plaintiff's complaint, was duly and regularly entered and filed herein on the 30th day of December, 1949, said defendant then being in default. The records and files hereof appearing to be in due, regular and proper form, the court proceeded with the trial of this cause. Witnesses were duly sworn and testified for and in behalf of the plaintiff, the cause then being submitted to the court for consideration and decision.

It appearing further to the satisfaction of the court that plaintiff and defendant herein intermarried on or about the 30th day of August, 1947 at Weiser, Washington County, Idaho, and since said date continuously have been husband and wife; that the plaintiff herein for more than six full weeks immediately prior to the filing of this suit has been a bona fide resident of the State of Idaho; that plaintiff and defendant have no children born as the issue of said marriage; that plaintiff, prior to said marriage, acquired as her sole and separate property a davenp and chair set, which now is in possession of the defendant; that plaintiff and defendant, during said marriage have acquired certain community personal property described as: one 1929 Model Ford; a bedroom suite consisting of bed, springs, mattress, chest of drawers,

vanity, night stand and bench; a gas water heater; a gas floor furnace; a gas cooking range; and a rug. That all of said community personal property now is in possession of defendant. That said bedroom suite, gas water heater and gas floor furnace are being purchased on a conditional sales contract and are subject to the terms thereof.

It appearing further to the satisfaction of the court that all of the material allegations in plaintiff's complaint are true and are supported by evidence introduced by, for and in behalf of plaintiff, and that plaintiff is entitled to a divorce from the defendant on the grounds of extreme cruelty; and that plaintiff is entitled to have all of said personal property set over to her as her sole and separate property, subject however, to the terms of said conditional sales contract. The court being fully advised in the premises both as to the law and the facts:

NOW, THEREFORE, upon motion of J. F. Cromwell, Attorney for plaintiff, and good cause appearing therefor,

It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony heretofore existing between Barbara Jean Martin and Lawrence B. Martin, plaintiff and defendant herein, be, and the same hereby are wholly dissolved and that the parties hereto are free from the obligations and duties thereof and that they, and each of them, are absolutely free from all marital restraint and obligation to each other.

It is further ORDERED, ADJUDGED and DECREED, that the following personal property be, and the same hereby is, set over and awarded to plaintiff as her sole and separate property and that the defendant hereby is ordered and directed promptly to surrender possession of said property, and the whole thereof to the plaintiff; to wit:

One daveno and chair set; one 1929 Model Ford; one gas cooking range; one rug; one electric Frigidaire; and subject to the terms of the conditional sales contract under which purchases being made, one bedroom suite consisting of a bed, springs, mattress, chest of drawers, vanity, night stand and bench, and one gas water heater and one gas floor furnace.

It is further ORDERED, ADJUDGED and DECREED, that plaintiff's maiden name, to wit, Barbara Jean Everett, be restored to her.

Done in open Court this 30th day of December, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of December, 1949.

By Irma Hill
Deputy

OTTO F. PETERSON
Clerk

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * * * * * * * *

COPY

NO. 22325

FILED

A. M. P. M.

DEC 30 1949

OTTO F. PETERSON, Clerk

BY IRMA HULL

DEPUTY

VESTA M. FARRIS,

Plaintiff,

-v-

GEORGE W. FARRIS,

Defendant.

D E C R E E

* * * * * * * * * * *

STATE OF IDAHO)
) SS
COUNTY OF ADA)

THIS CAUSE, Coming on regularly to be heard by the Court without a jury on the 30th day of December, 1949, Delana & Delana, appearing as Counsel for the Plaintiff, and it appearing that the Defendant had been duly and regularly served with Summons and Complaint in said action, and that due and proper proof had been submitted showing the Defendant not to have been and not being in the Military Service pursuant to the terms and conditions of the "Soldiers' and Sailors' Relief Act of 1940" and that default had been duly and regularly entered in said action, THEREUPON, Witnesses were sworn and examined on the part of the Plaintiff, and the evidence having been closed, the cause was submitted to the Court for its consideration and decision, and the Court being fully advised in the premises, renders its decision as follows:

NOW, THEREFORE, By reason of the law and the premises aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between Plaintiff and Defendant be and the same is hereby dissolved.

2. That the Plaintiff is given the absolute custody of said minor child, LYNN DIANN FARRIS.

DATED: This 30th day of December, 1949.

CHARLES E. WINSTEAD

District Judge.

STATE OF IDAHO)
) SS
COUNTY OF ADA)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of December, 1949.

OTTO F. PETERSON,
Clerk.

By Irma Hill, Deputy.

8092

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

GEORGIA HANCOCK,

Plaintiff,

vs.

WATSON LeROY HANCOCK,

Defendant.

COPY

NO 22347
FILED
A.M. P. M.

JUDGMENT DEC 30 1949

OTTO F. PETERSON, Clerk
BY IRMA HILL
DEPUTY

THIS CAUSE, Coming on regularly to be heard on the 30th day of December, 1949, before the Court without a jury, and the plaintiff appearing in person and by her attorney, Thornton D. Wyman, and the defendant not appearing in person or by counsel, and it appearing to the Court that summons in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring, or appearing, has expired; that the default of said defendant, Watson LeRoy Hancock, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered herein,

WHEREUPON, Evidence duly corroborated, as required by law, was introduced by the plaintiff, from which it appears to the Court that all of the allegations of plaintiff's complaint on file herein are sustained by testimony free and clear from all objections as to competency, admissibility and sufficiency, and it appearing that said matters so alleged and proved are sufficient to entitle the plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and premises being fully understood by the Court, the Court at this time makes and renders this final judgment and decree;

WHEREFORE, It is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE:

1. That the bonds of matrimony between plaintiff and defendant be, and the same are hereby forever dissolved upon grounds of cruelty, desertion and non support.

2. That the care, custody and control of the minor children Arthur Alton Hancock, Janice Gaye Hancock, and Connie Lee Hancock, be, and the same is hereby awarded to the plaintiff.

3. That the sum of $15.00 per month be, and the same is hereby awarded to the plaintiff for the care and support of the said minor children.

DATED and SIGNED this 30th day of December, 1949.

CHARLES E. WINSTEAD

District Judge

CERTIFICATE

STATE OF IDAHO)
) ss.
County of Ada)

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Judgment in the case of Georgia Hancock vs. Watson LeRoy Hancock, No. 22347, filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of December, 1949.

Otto F. Peterson
Clerk

By Irma Hill
Deputy

(SEAL)

8093

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

COPY

NO. 22305

FILED

A. M. P. M.

DEC 30 1949

OTTO F. PETERSON, Clerk

BY IRMA HILL

DEPUTY

ROSINELL DAVI,

Plaintiff,

vs.

FRANK DAVID DAVI,

Defendant.

DECREE OF DIVORCE

This cause came on regularly for trial before the Court on the 30th day of December, 1949, the plaintiff appearing in person and by her Attorney, J. B. Musser of Boise, Idaho; and it appearing that defendant was personally served with Summons in the manner provided by Law and that defendant failed to answer plaintiff's complaint or appear herein; that witnesses were called, sworn and testified on behalf of the plaintiff, and the cause having been submitted to the Court and the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED and DECREED, That the allegations of the Complaint are true and the defendant is guilty of non-support and failure to provide for the plaintiff and that the plaintiff is entitled to a decree of divorce and she is hereby absolutely divorced from the defendant and freed from the bonds of matrimony and restored to the status of a single and unmarried woman.

Dated this 30th day of December, 1949.

CHARLES E. WINSTEAD

District Judge

STATE OF IDAHO,
County of Ada } ss.

CERTIFICATE

I, OTTO F. PETERSON, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce: Rosinell Davi

vs. No. 22305

Frank David Davi

filed in the above entitled action and remaining now on file in my office at Boise City, Ada County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of December, 1949.

By Irma Hill, Deputy.

OTTO F. PETERSON,
Clerk.

8094

ANNA KEEFE

1949 DEC -3 PM 12:14
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF BANNOCK.

6125

JUNE LIBERTY,)
Plaintiff,)
vs.) JUDGMENT AND DECREE.
DONALD L. LIBERTY,)
Defendant.)

The above-entitled action having come on for trial before the Honorable L. E. Glennon, District Judge, this 3rd day of December, 1949. Plaintiff appeared in person and with her attorneys, Black & Black of Pocatello, Idaho; defendant did not appear at the hearing.

It appearing from the records and files that the defendant has filed an Appearance and Waiver in said cause, and has failed and refused to plead to the merits of said cause, and has consented that the trial of said cause may be had on this date, and that said cause is now ready for trial, and that the defendant has waived the making of Findings of Fact and Conclusions of Law by failing to plead in said cause.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections; that the defendant is engaged in the military services, to-wit, the United States Navy, but that he has waived all rights and privileges under the Soldiers and Sailors Civil Relief Act of 1940, as amended, and has consented that the proceedings herein may be had, and the Court being fully advised in the premises, and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and she is hereby awarded an absolute divorce from the defendant.

Dated this 3rd day of December, 1949.

L. E. GLENNON
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

June Liberty, Plaintiff -vs- Donald L. Liberty, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 6th day of December, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

8095

1949 DEC -3 AM 11:35
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY
OF BANNOCK

1616

ZELMA FRODSHAM MARLAND, :
Plaintiff, :
-vs- : DECREE
JAMES M. MARLAND, :
Defendant :
: : : : : : : : : : : : : : : : :

This matter coming on for hearing at chambers, at Pocatello, Bannock County, Idaho, before the Honorable L. E. Glennon, District Judge, in open court sitting without a jury, the plaintiff being present in person and by her counsel O. R. BAUM, and the defendant coming not, but making default herein, and by reason of such default having waived the making of findings of fact and conclusions of law, and it appearing to the court that the defendant herein has filed a written acceptance of service, and by reason thereof having waived the provisions of the Soldiers and Sailors Civil Relief Act, and the court being fully advised in the premises and after submission of proof;

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff and defendant be severed, and they are hereby severed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff herein is hereby restored her former name of ZELMA FRODSHAM.

DATED this 3rd day of December, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Zelma Frodsham Marland, Plaintiff -vs- James M. Marland, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 6th day of December, 19 49.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

8096

State
FILED
1949 DEC -6 PM 12:07
RECORDER

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK, IDAHO

CYRIL L. BARRETT,

Plaintiff,

-vs-

MARY BARRETT, also known as MARIA BARRETT,

Defendant.

DECREE

This cause came on regularly to be heard before the Honorable Isaac McDougall, Judge of the above entitled court, sitting at chambers at Pocatello, Bannock County, Idaho, this 3rd day of December, 1949, the plaintiff appearing in person and by counsel, C. V. Boyatt of Pocatello, Idaho, and the defendant appearing through her Guardian Ad Litem, P. A. McDermott, duly appointed by this court on the 9th day of November, 1949;

And it appearing to the court that the said defendant was duly served with summons and a copy of the complaint at Blackfoot, Idaho, on the 25th day of October, 1949, and that P. A. McDermott, Guardian Ad Litem, was duly served with a copy of said summons and complaint, and that an answer was filed in said cause by said Guardian Ad Litem on December 2, 1949;

Whereupon said plaintiff and witness were duly sworn and examined counsel for plaintiff and defendant and by the court, and it appearing to the court that all the material allegations of the complaint are sustained by competent evidence and that defendant has no defense thereto, and that said matters so alleged and proved on behalf of plaintiff are sufficient to entitle him to the relief prayed for in his complaint;

Now, on the motion of C. V. Boyatt, attorney for plaintiff, IT IS ORDERED, ADJUDGED and DECREED as follows:

1. That the bonds of matrimony heretofore existing between the plaintiff and defendant be, and the same are hereby dissolved, and the parties restored to the status of unmarried persons.

2. That the community property of the parties described in said complaint, to-wit:

> The Southwesterly Seventy feet of Dots numbered One and Two in Block Eighty-five, in the City of Pocatello, Bannock County, State of Idaho, according to the official plat thereof returned to the General Land Office by the Surveyor General.

be, and the same is hereby awarded to the plaintiff herein as his sole and separate property.

3. That the custody, care and control of the minor children of the parties, to-wit: Kenneth Ray Barrett, John Clair Barrett, Barbara Ann Barrett and Judy Barrett, be, and the same is hereby awarded to the plaintiff, subject to future modification by this court upon a showing of change of circumstances of any of the parties hereto.

4. That the support and maintenance of the defendant herein is considered by the court, and the court specifically reserves jurisdiction to make whatever future orders for the support and maintenance of the defendant as may appear to be equitable and just.

Dated this 6th day of December, 1949.

Isaac McDougall
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Cyril L. Barrett, Plaintiff -vs- Mary Barrett, also known as Maria Barrett, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 6th day of December, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

8097

FILED
ANNA KEEFE
1949 DEC -7 PM 4:48
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

LAWRENCE H. TATE,
Plaintiff,
-vs-
GLADYS I. TATE,
Defendant.

DECREE

Case No. 15657

This cause came on regularly to be heard and tried before the undersigned, one of the Judges of the above entitled Court, at Pocatello, Idaho, on the 7th day of December, 1949, the plaintiff appearing in person and by his attorney, Henry McQuade, and the defendant not appearing but being represented by her counsel, Walter H. Anderson, Attorney at Law, Pocatello, Idaho,

It appearing to the Court that the defendant had been personally served with Summons and Complaint and failed to appear in the above entitled cause and action after the same having been set for trial by Order of this Court, said Order dated the 6th day of December, 1949,

Evidence was offered and received for and on behalf of the plaintiff in support of the allegations of his Complaint from which it appears that each an every one of the allegations in the Complaint are true and such are found to be the facts; and that no evidence was introduced for and on behalf of the defendant.

Findings of Facts and Conclusions of Law having been waived by counsel for the defendant,

Now, therefore, the law and the evidence being by the Court understood and considered;

IT IS HEREBY ORDERED AND ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff,

Lawrence H. Tate and Gladys I. Tate, be, and the same are dissolved and each of the parties is hereby restored to the status of a single person.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, That the care, custody and control of the said minor child of the parties in this action, Lester B. Tate, age seventeen (17) years, be awarded to the plaintiff with the right of reasonable visitation of the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be awarded the following described realty:

> Lot 18, Block 86 of Pocatello Townsite, Bannock County, Idaho, according to the Official Plat and Survey thereof, as the sole and separate property of the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant be awarded the following described realty:

> Lots 16 and 17, Block 86, of Pocatello Townsite, Bannock County, Idaho, according to the Official Plat and Survey thereof, as the sole and separate property of the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant be awarded the miscellaneous household furniture.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff pay to the defendant the sum of Fifty Dollars ($50.00) per month for a period of eight (8) months, beginning with the 15th day of December, 1949, and that said payments shall not exceed a total of eight (8) payments in the sum of Fifty Dollars ($50.00) per payment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the following life insurance policy be awarded as the sole and separate property of the defendant:

> Royal Neighbors of America, Benefit Certificate No. 218189, on the life of Gladys I. Tate, in the sum of One Thousand Dollars ($1,000.00).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the following insurance policies be awarded to the plaintiff as his sole and separate property:

> The Equitable Life Assurance Society, Individual Certificate (life) # 20278, in the sum of Three Thousand Five Hundred Dollars ($3500.00) on the life of Lawrence H. Tate.

The Equitable Life Assurance Society, Individual Certificate (life) #20278-A, in the sum of One Thousand One Hundred Dollars ($1100.00), on the life of Lawrence H. Tate.

Kansas City Life Insurance Company, Kansas City, Missouri, Policy #627466, on the life of Lawrence H. Tate, in the sum of Two Thou-

C. P. A. Company of Detroit, Michigan, New Regular Policy (Non-assessable), on the life of Lawrence H. Tate, Five Hundred Dollars ($500.00), and a Funeral Benefit.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff pay miscellaneous doctor bills which are existing, due and owing on the 7th day of December, 1949.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff shall be awarded a trunk and miscellaneous personal effects which are located at the home of the parties, to-wit: 140 North 12th Avenue, Pocatello, Bannock County, Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff pay a certain mortgage on the herein described premises awarded to the defendant, to the Guaranty Federal Savings & Loan Ass'n of Pocatello, Idaho, in the approximate sum of Nine Hundred Seventy Five Dollars ($975.00).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be awarded the 1928 Chevrolet 4-door Sedan and a 1936 Chevrolet 4-door Sedan.

JUDGMENT RENDERED And entered at Pocatello, County of Bannock, State of Idaho, this 7th day of December, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Lawrence H. Tate, Plaintiff -vs- Gladys I. Tate, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 10th day of December, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BANNOCK

HAROLD L. PALMER,

Plaintiff,

-vs-

KLETA PALMER,

Defendant.

F I L E D
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
1949 DEC -8 PM 4:12

D E C R E E

The above entitled cause came on regularly to be heard upon the 7th day of December, 1949, before the undersigned, one of the District Judges of the above entitled court, sitting as Judge thereof, the plaintiff appearing in person and by his attorney, Hugh C. Maguire, Jr., the defendant appearing by her attorney Ralph H. Jones, and the parties announced that they were ready for trial.

Whereupon, the court proceeded to take evidence. The plaintiff in the action testified concerning the allegations of the complaint, and his witness, Thelma Millward was duly sworn and testified in support of the allegations in the complaint. A Marriage Settlement Agreement entered into between plaintiff and defendant was offered and received in evidence. The defendant refused to offer evidence in support of her answer, and the court, after hearing the testimony and examining the evidence offered and received, and being fully advised in the premises, finds that the plaintiff is entitled to a divorce as prayed for in said complaint.

WHEREFORE, in consideration of the premises, both parties having waived findings of fact and conclusions of law, and the Court being fully advised herein,

IT IS ORDERED, ADJUDGED, AND DECREED that the marriage heretofore and now existing between plaintiff and defendant be, and the same is, hereby dissolved, and that each of the parties herein be, and they are, granted an absolute divorce and restored to the status of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Marriage Settlement Agreement entered into between plaintiff and defendant dated November 25th, 1949, be, and the same is hereby, approved and plaintiff awarded as his sole and separate property the following:

A. Lot 2 in Block 2 of Amended Plat of Fremont Heights, Bannock County, State of Idaho, as per the duly recorded plat thereof on file with the County Recorder of Bannock County, State of Idaho.

B. Commencing at the South Quarter corner of Sec. 15, Twp. 6 S., Rge. 34 EBM, Bannock County, Idaho, and running thence N. 0°37' W. 659 feet on the East boundary of the SE¼ SW¼ of said Sec. 15, thence S. 89°30' West 25 feet to the West boundary of the deeded portion of the Pole Line Road, thence South 89°30' West along the Southerly boundary of the James Matthews property and an extension thereof 740 ft. to the true point of beginning, thence South 0°20' East 101 feet, thence North 89°30' East 145 feet, thence North 0°37' West 101 feet, thence South 89°30' West 145 feet to the true point of beginning, same being embraced in the City of Pocatello, Idaho.

C. The 1940 De Soto Fordor Sedan Licence No. LB124.

D. All household furniture, furnishings and equipment located in the dwelling house situated on the property above described under "B".

Husband and wife are awarded as his or her own property personal possessions, such as clothing, jewelry, etc. which by their nature have been considered as belonging to him or to her.

The plaintiff, Harold L. Palmer, shall have the custody of the plaintiff's and defendant's minor children, Carol Ann and Marilyn, during the school year, and the defendant, Kleta Palmer, shall have the custody of the children during the summer months when the children are not going to school, and the plaintiff shall pay a reasonable amount for the support of said children during the time they are in the custody, care and control of the defendant; each of said parties shall be permitted to see the children at reasonable hours and time when they are in the custody of the other, and visit with them.

DATED this 8th day of December, 1949.

L. E. Glennon
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Harold L. Palmer, Plaintiff -vs- Kleta Palmer, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 10th day of December, 19 49

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

7

8099 FILED
Anna Keefe
1949 DEC 10 PM 12:54
CLERK DISTRICT COURT
BANNOCK COUNTY, IDAHO

1654

IN TH E DISTRICT COURT OF THE FIFTH JURICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

- - - - -

NORMAN W. RICHARDSON, Plaintiff,
vs.
ELIZA BELLE RICHARDSON, Defendant.

D E C R E E.

This cause came on regularly to be heard before the Honorable Isaac McDougall, Judge of the above entitled court, sitting at chambers at Pocatello, Bannock County, Idaho, this 10th day of December, 1949, the plaintiff appearing in person and by and through his attorneys, Bistline & Bistline, and the defendant not appearing either in person or by counsel or at all, and it further appearing that the defendant has been duly and regularly served with Summons, and the defendant having failed to appear and answer said Complaint within the time allowed by law, or at all, and her default in the premises having been duly entered; and it further appearing to the court that the defendant is not in any of the military services of the United States of America;

WHEREUPON, said plaintiff and his witness, Kenneth Richardson, were duly sworn and examined and evidence introduced from which it appears that all of the material allegations of the complaint are sustained by testimony free from all legal objections to its competency, admissibility or sufficiency; that said matters so alleged and proven in behalf of plaintiff by the evidence so adduced are sufficient to entitle plaintiff to the relief prayed for in said complaint;

And the parties having her tofore entered into an agreement for the settlement and distribution of the community property of the parties hereto, and the court having examined and approved such agreement; and the court now being fully advised in the premises;

Now, On Motion of Bistline & Bistline, attorneyafor the plaintiff;

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matri-

mony heretofore existing between the plaintiff Norman W. Richardson and the defendant Eliza Belle Richardson be and the same are hereby absolutely dissolved and the said parties, and each of them are hereby restored to the status of single, unmarried persons;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be and he is hereby awarded the custody, care and control of the minor child of the parties, to-wit: Katherine Mae Richardson, age 10 months, subject to the right of the defendant to visit said minor child at all reasonable times and places, and subject to the further order of this court.

IT IS FURTHER ORDERED, ADJUDGED & DECREED That the distribution of the community property of the parties, heretofore made by the parties, be and the same is hereby approved and the following described property is hereby and herewith awarded to, and determined to be the sole and separate property of, the plaintiff, which said property is described as follows, to-wit;

1- 1934 Ford Automobile

Basement house and lot in Inkom, Idaho, and all furniture and household goods now situate therein.

DATED and done at Pocatello, Bannock County, Idaho, this 10th day of December, 1949.

ISAAC McDOUGALL
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE

Norman W. Richardson, Plaintiff -vs- Eliza Belle Richardson, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 12th day of December, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

8100

FILED

anna Keeps 16132

1949 DEC 10 PM 12:45

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

16134

SAM NEVADA,)
Plaintiff,)
vs.) JUDGMENT AND DECREE.
ANNIE TYLER NEVADA,)
Defendant.)

The above-entitled action having come on for trial before the Honorable Isaac McDougall, District Judge, this 10th day of December, 1949. Plaintiff appeared in person and with his attorneys, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has now expired, and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and his witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections; that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and he is hereby awarded an absolute divorce from the defendant.

Dated this 10th day of December, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Sam Nevada, Plaintiff -vs- Annie Tyler Nevada, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 12th day of December, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

8101

FILED
Anna Kupfer
1949 DEC 13 PM 3:50
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

16184

RUBY MAE CARLIN,	)	
Plaintiff,	)	
Vs.	)	D E C R E E
JAMES IRVIN CARLIN,	)	
Defendant.	)	

This matter coming on for hearing at Chambers, Pocatello, Bannock County, Idaho, before the Honorable L. E. Glennon, District Judge, in open court sitting without a jury, the plaintiff being present in person and by her counsel O. R. Baum and Ruby Y. Brown, and the defendant coming not, but making default herein, and by reason of such default having waived the making of findings of fact and conclusions of law, and the court being fully advised in the premises, and it appearing to the Court that an affidavit of non-military status has been filed herein and an order has been entered that judgment may be rendered, and after submission of proof;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between the plaintiff and defendant be severed, and they are hereby severed.

Dated this 13th day of December, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Ruby Mae Carlin, Plaintiff -vs- James Irvin Carlin, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 16th day of December, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

8102

FILED
ANNA KEEFE
1949 DEC 13 AM 9:52
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF BANNOCK.

FRANCES L. SMITH,)
Plaintiff,)
vs.) JUDGMENT AND DECREE.
THOMAS G. SMITH,)
Defendant.)

16141

The above-entitled action having come on for trial before the Honorable L. E. Glennon, District Judge, this 13th day of December, 1949. Plaintiff appeared in person and with her attorneys, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has now expired, and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections; that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and she is hereby awarded an absolute divorce from the defendant.

2. That the exclusive care, custody and control of the minor child, namely, Patricia Frances Smith, now aged 3½ years, is hereby awarded to the plaintiff.

3. That the defendant is hereby required to pay to plaintiff the sum of $50.00 per month for the support and maintenance of the minor child, the first payment to be made on the 20th of December, 1949, and a like sum to be made on the 20th of each and every month thereafter until said child reaches the age of majority, or until further order of the Court.

Dated this 13th day of December, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

Frances L. Smith, Plaintiff -vs- Thomas G. Smith, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 16th day of December, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

15997

FILED

Anna Keefe 8103

1949 DEC 15 PM 2:13

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY.

LEO B. ELDRIDGE,	:	
Plaintiff,	:	
-vs-	:	DECREE
DELMA A. ELDRIDGE,	:	
Defendant.	:	

This cause came on regularly for hearing on this 15th day of December, 1949, before the Honorable L. E. Glennon, judge of the above entitled court, the plaintiff appearing by his counsel, P. A. Mc Dermott, and the defendant neither appearing in person nor by counsel, and it appearing that the defendant was duly and regularly served with summons and complaint in this action, and the defendant having appeared in said action by filing a Demurrer therein through her attorney of record, Robert M. Terrell, and that said Demurrer was later withdrawn by defendant's counsel, and defendant declined to plead further in said action, and that the default of said defendant has been duly and regularly entered herein

Whereupon the deposition of the plaintiff was offered and received in evidence on behalf of the plaintiff in support of the allegations of his complaint, from which it appears that the allegations of said complaint are true, and said matters so alleged and proved on behalf of plaintiff are sufficient to entitle him to the relief prayed for in his complaint;

Now, on the motion of P. A. Mc Dermott, Attorney for plaintiff, IT IS ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby dissolved and the parties freed from all obligations thereof.

Dated this 15th day of December, 1949.

L. E. Glennon
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Leo B. Eldridge, Plaintiff -vs- Delma A. Eldridge, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 16th day of December, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED
ANNA KEEFE

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

16034

DENZEL F. COTNER,)

Plaintiff.)

-vs-) DECREE.

DOROTHY COTNER,)

Defendant.)

- - - - - - - - - - - - - - - - - -

The above entitled cause having come on regularly for hearing before the Court, and the plaintiff appearing in person and by his counsel, and the defendant appearing not, either in person or by counsel, and it further appearing to the Court that the defendant has been duly and regularly served with Summons by publication as required by law, and that said service of Summons is in all respects legal and in full compliance with the provisions of the statutes of the State of Idaho, and it appearing that the defendant is not a person within the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940, as more fully appears from the Affidavit of the plaintiff on file herein; and it further appearing that the defendant has failed to answer said Complaint within the time allowed by law, and that the default of the defendant has been duly and regularly entered, and is hereby duly and regularly entered, and the plaintiff having been sworn and testified on his own behalf, and ALLEN GATES having been sworn and testified on plaintiff's behalf, and the Court being fully advised in the premises; and having found that all of the allegations of plaintiff's Complaint are true and fully sustained by the evidence:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

I.

That the bonds of matrimony heretofore existing between the parties be dissolved. That an absolute Decree of Divorce be, and the same is hereby, granted in favor of the plaintiff and against the defendant, and the par-

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

ties, and each of them, are restored to their status of unmarried persons.

II.

That the 1935 Pontiac automobile of the parties be, and the same is hereby, awarded to the plaintiff, as his sole and separate property.

III.

That the 1937 Dodge automobile of the parties be, and the same is hereby, awarded to the defendant, as her sole and separate property.

DONE IN OPEN COURT, This 14th day of December, 1949.

ISAAC McDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Denzel F. Cotner, Plaintiff -vs- Dorothy Cotner, Defendant.

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 16th day of December, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

8105

FILED
ANNA KEEFE

1949 DEC 16 AM 11:25

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

16161

ALBERT H. DEEG,)
Plaintiff,)
vs.) D E C R E E
CAROLYN DEEG,)
Defendant.)

* * * * * *

THIS MATTER Coming on for hearing at Chambers, Pocatello, Bannock County, Idaho, before the Honorable L. E. GLENNON, District Judge, in open court, sitting without a jury, the plaintiff being present in person and by his counsel, O. R. Baum, and the defendant coming not, but making default herein, and by reason of such default having waived the making of findings of fact and conclusions of law, and the Court being fully advised in the premises, and it appearing to the Court that an Affidavit of Non-Military Status has been filed herein, and an order has been entered that judgment may be rendered, and after submission of proof;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between the plaintiff and defendant be severed, and they are hereby severed.

Dated this 16th day of December, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Albert H. Deeg, Plaintiff -vs- Carolyn Deeg, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 16th day of December, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

8106

FILED
ANNA KEEFE

1949 DEC 16 PM 12. 13
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BANNOCK

1614

CLARENCE W. KUHN,)
Plaintiff,)
vs) DECREE
VARDELLA E. KUHN,)
Defendant.)

This cause came on regularly to be heard before the undersigned District Judge in his Chambers at Pocatello, Idaho, on the 16th day of December, 1949.

The plaintiff appearing in person and by his attorneys, Jones, Pomeroy & Jones, and no one appearing for or in behalf of the above named defendant, and it appearing to the Court that the defendant was duly served with a summons and complaint in said action and failed to appear, plead or answer to the complaint within the time provided by law or at all.

UPON MOTION of the attorneys for the plaintiff, default was entered against the defendant.

It appearing to the court that no evidence was offered for and on behalf of the defendant, and evidence being offered and received for and in support of the complaint of plaintiff. Evidence being closed, the case was submitted to the court for consideration and decision and after due deliberation thereon the court ordered that judgment be entered in favor of the plaintiff and against the defendant in accordance with the prayer of the complaint, and that all the allegations in said complaint of the plaintiff are true and such are found to be the fact.

NOW THEREFORE, the law and the evidence being by this court fully understood and considered;

IT IS ORDERED, ADJUDGED AND DECREED (1) That the bonds of matrimony now existing between plaintiff and defendant be and they hereby are absolutely dissolved and held for naught and each of the parties restored to the status of a single person. (2) That all of the community property mentioned in the complaint be awarded to the defendant, subject to the indebtedness against the electric stove, as her sole and separate property, and in no wise community property.

Dated this 16th day of December, 1949.

ISAAC McDOUGALL
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECEMBER

Clarence W. Kuhn, Plaintiff -vs- Vardella E. Kuhn, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 16th day of December, 1949

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

FILED Anna Keefe 8107

1615

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

1949 DEC 17 PM 2:10
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

ESTHER PELLUM,)
Plaintiff,)
vs.) JUDGMENT AND DECREE.
BARTLETT P. PELLUM,)
Defendant.)

The above-entitled action having come on for trial before the Honorable Isaac McDougall, District Judge, this 17 day of December, 1949. Plaintiff appeared in person and with her attorneys, Black & Black of Pocatello, Idaho; defendant did not appear, either in person or by attorney.

It appearing from the records and files that the defendant has been duly and regularly served with Summons and Complaint, and has failed to appear, answer or plead thereto, and the time for defendant to appear or plead thereto has now expired, and the Clerk has duly entered the default of defendant for such failure.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections, and that the plaintiff is entitled to a divorce on the ground of extreme cruelty; that defendant is not engaged in the Military or Armed Services of the United States Government, or in any Department of Public Health, and that plaintiff is entitled to the relief prayed for in the Complaint. The making and entering of formal Findings of Fact and Conclusions of Law were waived by defendant's failure to appear and plead herein, and the Court being fully advised in the premises, and good cause appearing therefor:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and plaintiff be, and she is hereby awarded an absolute divorce for the defendant, and that the parties hereto be, and they are, hereby restored to the status of single persons.

2. That the care, custody and control of the two minor children of the parties, namely, Geneva Laverne Pellum, now aged 9 years, and Kathleen Pellum, now aged 3 years, be, and it is hereby awarded to the plaintiff, with the right on the part of defendant to visit said children at reasonable times and places.

3. That the defendant be, and he is hereby required to pay to plaintiff the sum of $50.00 per month for the support and maintenance of the minor children of the parties, the first payment to be made the 20th of December, 1949, and a like payment to be made on the 20th day of each and every month thereafter until said children shall reach the age of majority, or until further order of the Court.

4. That there is hereby awarded to plaintiff as her sole and separate property, the following described real and personal property, to-wit:

REAL PROPERTY:

> Lots 33 and 34 of Block 3, Townsite of Fairview, now a part of the Village of Alameda, according to the official plat thereof. Said property being situated in Alameda, Bannock County, Idaho.

Also, it is decreed that the defendant shall pay the $175.00 balance due and unpaid on the contract of purchase of the above-described real property, payable as the same accrue, and said sum is to be paid to plaintiff for her to pay to B. M. Pellum as required by the contract of purchase from said B. M. Pellum.

PERSONAL PROPERTY:

> Household goods and furniture consisting of living room set, rug, dining room set, against which there is $125.00 owing to Southeast Furniture Company, also a radio, refrigerator, washing machine, coal stove, oil burner, rollaway bed, bed, chest of drawers, bedding, dishes and silverware.

It is hereby decreed that the plaintiff shall pay the unpaid portion remaining unpaid on the above-described household goods and furniture.

5. That there is hereby awarded to the defendant as his sole and separate property the small trailer house located on the back or easterly end of the said lots, and the furnishings therein belonging to the parties hereto, with the provision that the defendant shall remove the said trailer house from the said property within 10 days from the date hereof, and defendant shall remove said trailer house without

destroying or injuring the lawn over which the same will be moved.

6. That the defendant be, and he is hereby required to pay to plaintiff or to her attorneys, Black & Black of Pocatello, Idaho, the sum of $100.00 as attorneys fees for the prosecution of this action, and the further sum of $17.40 costs incurred in this action; said sums to be paid within 30 days of the date hereof.

Dated this 17 day of December, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

ESTHER PELLUM, PLAINTIFF *VS* BARTLETT P. PELLUM, DEFNEDANT.

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 19th day of December, 1949.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

8108

FILED
anna Keepe
1949 DEC 19 PM 4.24
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BANNOCK.

VENNA DUNKLEY,)
Plaintiff,)
vs.) JUDGMENT AND DECREE.
GEORGE E. DUNKLEY,)
Defendant.)

The above-entitled action having come on for trial before the Honorable Isaac McDougall, District Judge, this 19th day of December, 1949. Plaintiff appeared in person and with her attorneys, Black & Black of Pocatello, Idaho; defendant did not appear at the hearing.

It appearing from the records and files that the defendant has filed an Appearance and Waiver in said cause, and has failed and refused to plead to the merits of said cause, and has consented that the trial of said cause may be had on this date, and that said cause is now ready for trial, and that the defendant has waived the making of Findings of Fact and Conclusions of Law by failing to plead in said cause.

Plaintiff and her witness were duly sworn and testified in support of the allegations of the Complaint, and the Court finds from the evidence that all of the allegations of plaintiff's Complaint have been proven by evidence free and clear of all legal objections; that the defendant is engaged in the Military Services, to-wit, The United States Army, but that he has waived all rights and privileges under the Soldiers and Sailors Civil Relief Act of 1940, as amended, and has consented that the proceedings herein may be had, and the Court being fully advised in the premises, and good cause appearing therefor;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and that plaintiff be, and she is hereby awarded an absolute divorce from the defendant.

2. That the exclusive care, custody and control of the minor child, namely, Dennis Ray Dunkley, now aged 2 years, is hereby awarded to the plaintiff.

Dated this 19th day of December, 1949.

ISAAC MCDOUGALL
DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

JUDGMENT AND DECREE

VENNA DUNKLEY, PLAINTIFF °VS° GEORGE E. DUNKLEY, DEFENDANT

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 28th day of December, 1949.

By Sarah Devaney
Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

8109

16103

FILED
Anna Keefe
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY IDAHO
1949 DEC 19 5:14 P.M.

EMMALEE WHITTINGTON,)

Plaintiff.)

-vs-) DECREE.

VERNON WHITTINGTON,)

Defendant.)

The above entitled matter having come on regularly for hearing before the Court, the plaintiff appearing in person and by her counsel, Ben Peterson, and the defendant appearing not, either in person or by counsel; and it appearing to the Court that the defendant was duly and regularly served with Summons and Complaint in writing, and it further appearing that the time for the appearance of said defendant has expired, and that default of the defendant has been duly and regularly entered by the Clerk; and that the defendant is not a person within the terms and provisions of the Soldiers' and Sailors' Civil Relief Act of 1940; and plaintiff being duly sworn and having testified on her own behalf, and having been sworn and testified on plaintiff's behalf; and the Court being fully advised in the premises and having found that the allegations of plaintiff's Complaint are fully sustained by the proof, and that the plaintiff is entitled to relief prayed for.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, as follows:

I.

That the bonds of matrimony heretofore existing between the parties be, and the same are hereby, dissolved, and an absolute Decree of Divorce is hereby granted in favor of the plaintiff and against the defendant, and the parties, and each of them, are restored to their status of unmarried persons.

II.

That the plaintiff be, and she is hereby, restored to her maiden name of Emmalee Putzel.

ZENER & PETERSON
ATTORNEYS AT LAW
POCATELLO, IDAHO

DONE IN OPEN COURT, This 19th day of December, 1949.

L. E. GLENNON
DISTRICT JUDGE.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Emmalee Whittington, Plaintiff -vs- Vernon Whittington, Defendant as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 23th day of December, 1949.

By Sarah Devaney
Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

8110

FILED
Anna Keefe
1949 DEC 21 AM 10:34
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

16119

KENNETH DRAPER, Plaintiff

-vs-

ALICE DRAPER, Defendant.

D E C R E E.

Copy

THIS CAUSE Came on regularly to be heard before the Honorable [illegible] Judge of the above entitled Court sitting at Chambers at Pocatello, Bannock County, Idaho, this 21st day of December, 1949; the said plaintiff appearing in person and by his attorney, Carl C. Christensen, and the said defendant not appearing either in person or by counsel,

AND It appearing to the Court that the said defendant has heretofore been duly and regularly served with process in this cause and did appear and file a demurrer by and through her attorney, F. E. Tydeman, and that she has, through her said attorney, withdrawn her demurrer and filed a refusal to plead any further, and the default of said defendant in the premises having been duly entered according to law,

WHEREUPON, Said plaintiff and his witness were duly sworn and examined and evidence introduced from which it appears that all the material allegations contained in the complaint are sustained by testimony free from all legal objections as to its competency, admissibility or sufficiency, and that the said matters so alleged and proved on behalf of the plaintiff are sufficient to entitle him to the relief prayed for in his complaint, and the Court being fully advised,

NOW, THEREFORE; On motion of Carl C. Christensen, attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, KENNETH DRAPER, and the defendant, ALICE DRAPER, be and the same hereby are absolutely dissolved, set aside and held for naught, and the parties be and hereby are divorced and freed from all the obligations thereof and restored to the status of single persons,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, KENNETH DRAPER, be and he hereby is awarded the permanent care, custody and control of the three minor children of the parties, namely Lauretta May Draper, a girl, LeRoy Draper, a boy, and Virgil Draper, a boy, for and during that part of the year when school is normally in session, and that the defendant, ALICE DRAPER, be and she hereby is awarded the care,

custody and control of said children when school is in Summer recess or vacation, and provided that said children may be in the custody of either one of the parties during any of said times, provided the parties mutually agree on such change, and it is ordered that the plaintiff, KENNETH DRAPER shall at all times support and maintain said minor children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, ALICE DRAPER, be and she hereby is awarded the community interest in the following described real property:

> All of Lots Thirteen (13, Fourteen (14) and Fifteen (15) in Block Three Hundred Fifty-seven (357) of Pocatello Townsite, Bannock County, Idaho.
>
> Lots 19 and 20 in Block 356 of Pocatello Townsite, Bannock County, Idaho, according to the official plat of said premises returned to the General Land Office by the Surveyor General.

as her sole and separate property, free and clear off and from all claims of the plaintiff, KENNETH DRAPER therein or thereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That pursuant to a stipulation entered into between the parties, which stipulation is filed herein and approved by the Court, the defendant, ALICE DRAPER shall pay any and all community debts owing in Pocatello, Idaho, by the parties with the exception of the sum of $40.00 due to ~~the Bannock Lumber Company, which~~ sum shall be paid by the plaintiff, KENNETH DRAPER.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That all community personal property be and hereby is awarded to the parties respectively who now may have the same in his or her possession.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That each party to this action shall pay his own attorney's fees and Court costs.

DATED AND DONE at Chambers at Pocatello, Bannock County, Idaho, this 21st day of December, 1949.

L. E. Glenn

DISTRICT JUDGE.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Kenneth Draper, Plaintiff -vs- Alice Draper, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 28th day of December, 194 9

By Sarah Devaney
Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

8111

FILED
ANNA KEEFE
1949 DEC 27 PM 4:24
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

16197

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BANNOCK

MARVIN J. CHRISTENSEN, JR.)
Plaintiff,)
vs) DECREE
PATRICIA LEE CHRISTENSEN,)
Defendant.)

This cause came on regularly to be heard before the undersigned District Judge in his Chambers at Pocatello, Idaho, on the 23rd day of December, 1949.

The plaintiff appearing in person and by his attorneys, Jones, Pomeroy & Jones and no one appearing for or in behalf of the above named defendant, and it appearing to the Court that the defendant was duly served with a summons and complaint in said action and failed to appear, plead or answer to the complaint within the time provided by law or at all.

UPON MOTION OF the attorneys for the plaintiff, default was entered against the defendant.

It appearing to the court that no evidence was offered for and on behalf of defendant, and evidence being offered and received for and in support of the complaint of plaintiff. Evidence being closed, the case was submitted to the court for consideration and decision and after due deliberation thereon the court ordered that judgment be entered in favor of the plaintiff and against the defendant in accordance with the prayer of the complaint and that all the allegations in said complaint of the plaintiff are true and such are found to be the fact.

NOW THEREFORE, the law and the evidence being by this court fully understood and considered;

IT IS ORDERED, ADJUDGED AND DECREED (1) That the bonds of matrimony now existing between plaintiff and defendant be and they hereby are absolutely dissolved and held for naught and each of the parties restored to the status of a single person.

Dated this 23rd day of December, 1949.

/s/ L. E. Glennon
District Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Marvin J. Christensen, Jr., -vs- Patricia Lee Christensen, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 28th day of December, 1949

By Sarah Devaney
Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

8112

16136

FILED
Anna Keefe
1949 DEC 23 PM 3:55
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO
By Sarah Devaney Dep.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

JOSEPH COMMADORE MARSO,
Plaintiff,
vs.
RUBY LENORA MARSO,
Defendant.

DECREE OF DIVORCE

This matter came duly on for hearing before the undersigned District Judge of the above entitled court, in his Chambers in Pocatello, Idaho, on the 23rd day of December, 1949.

The plaintiff appeared in person and by his attorney, F. E. Tydeman.

The defendant failed to appear, either in person or by her attorney.

It appearing that a duly verified complaint was filed in the above entitled matter, and that thereupon a summons was issued; and,

It further appearing that the said summons was duly served upon the defendant, and the said summons with due proof of service thereof has been filed in the above entitled court, and is now on file herein, and that the defendant has failed to appear and plead to the said complaint within the time specified in said summons and is in default therefor; and

It further appearing that the clerk of the above entitled court has duly entered the defendant's default, and the plaintiff being entitled to proceed with proof of the allegations of his complaint, testimony was heard by the court in support of said complaint, and from said testimony it appears that the allegations thereof are true;

The court finds that the plaintiff has been an actual bona fide resident of the State of Idaho for more than six weeks immediately preceding the filing of this complaint; that the

plaintiff and defendant were married at Pocatello, Idaho, on August 10, 1949; that no children were born of said marriage; that the parties own no community property; and that during the married life of the parties hereto, the defendant has been guilty of extreme cruelty; and that the plaintiff is entitled to the relief prayed for in said complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the parties hereto are hereby dissolved and set aside, and the parties are restored to the status of single persons; and the former name of the defendant, Ruby Lenora Wallace, is hereby restored to her.

Dated this 23rd day of December, 1949.

Isaac McDougall
District Judge.

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Joseph Commadore Marso, Plaintiff -vs- Ruby Lenora Marso, Defendant

as the same appears of record of on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 28th day of December, 1949

By Sarah Devaney
Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

8113

FILED
Anna Keefe
1949 DEC 28 AM 10:00
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK.

CHARLES L. TURNER,

Plaintiff,

-vs-

HELEN TURNER,

Defendant.

DECREE

This cause came on regularly to be heard this the 24th day of December, 1949, the plaintiff appearing in person and by his attorney, Robert M. Terrell and no one appearing for or on behalf of the defendant, whose default for failing to answer or plead herein, after due and regular service of Summons being made, had been duly and regularly entered.

Thereupon the Court proceeded to hear evidence in support of the plaintiff's Complaint. The plaintiff and Robert M. Terrell were duly sworn as witnesses and testified for and on behalf of the plaintiff and no one testifying for or on behalf of the defendant, and all the proof being in, from which it appears to the Court that the allegations of the plaintiff's Complaint are proven and sustained, free from any and all objections as to its materiality, competency, admissibility and sufficiency and that the plaintiff is entitled to the relief prayed for in his Complaint;

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, Charles L. Turner and the defendant, Helen Turner, be and the same are dissolved and the said plaintiff and defendant and each of them freed from all the obligations thereof and they and each of them restored to the status of single persons respectively.

DATED this the Twenty-fourth day of December, 1949.

L. E. GLENNON
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Charles L. Turner, Plaintiff -vs- Helen Turner, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 28th day of December, 19 49

By Sarah Devaney
Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

8114

FILED

Anna Keese,

1950 JAN-5 AM 9:55

CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

WILLIAM M. BUTLER, Plaintiff, vs. MYRTLE C. BUTLER, Defendant.	DECREE OF DIVORCE

This matter came duly on for hearing before the undersigned District Judge of the above entitled court in his Chambers in Pocatello, Idaho, on the 31st day of December, 1949.

The plaintiff appeared in person and by his attorney, F. E. Tydeman.

The defendant failed to appear, either in person or by her attorney.

It appearing that a duly verified complaint was filed in the above entitled matter, and that thereupon a summons was issued, and,

It further appearing that the said summons was duly served upon the defendant, and the said summons with due proof of service thereof has been filed in the above entitled court, and is now on file herein, and that the defendant has failed to appear and plead to the said complaint within the time specified in said summons and is in default therefor; and

It further appearing that the clerk of the above entitled court has duly entered the defendant's default, and the plaintiff being entitled to proceed with proof of the allegations of his complaint, testimony was heard by the court in support of said complaint, and from said testimony it appears that the allegations thereof are true;

The court finds that the plaintiff has been an actual bona fide resident of the State of Idaho for more than six weeks immediately preceding the filing of the complaint; that the plaintiff and defendant were married at Pocatello, Idaho, on September 8, 1949;

that no children were born of said marriage; that the parties own no community property; that prior to the marriage of the parties hereto the plaintiff was the owner of the following described property located in Bannock County, State of Idaho:

> The southerly 72½ feet of Lot 2, Block 1, Richland Townsite, a subdivision of the southeast quarter of the northeast quarter, Section 22, Township 6 South, Range 34 E.B.M. according to the plat of the survey of said premises on file in the office of the recorder of Bannock County, State of Idaho.

that the property has remained the separate property of the plaintiff, and the defendant has no interest therein or rightful claim thereto; that during the married life of the parties hereto, the defendant has been guilty of extreme cruelty; and that the plaintiff is entitled to the relief prayed for in said complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the parties hereto are hereby dissolved and set aside, and the parties are restored to the status of single persons; and the former name of the defendant, to-wit, Myrtle Carey, is hereby restored to her.

Dated this 31st day of December, 1949.

L. E. GLENNON
District Judge

STATE OF IDAHO,)
County of Bannock) ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

William M. Butler, Plaintiff -vs- Myrtle C. Butler, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 12th day of January, 1950

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

8115

FILED
anna Keefe
1949 DEC 31 AM 10:30
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

DELORES ANN GRECAN MURRAY, :
Plaintiff, :
vs. : DECREE OF DIVORCE
JOHN EDWARD MURRAY, :
Defendant. :
:

This cause came regularly on to be heard before the Court sitting without a jury, at Pocatello, Bannock County, Idaho, on the day of December, 1949. The plaintiff appeared in person and by her attorneys, Merrill and Merrill. The defendant appeared in person and by his attorneys, Black and Black. Evidence was introduced upon the issues framed by the Amended and Supplemental Complaint of the plaintiff and the Answer of the defendant thereto, from which evidence it appeared that all of the allegations of the plaintiff's complaint are true and correct and that the plaintiff is entitled to the relief sought. Findings of Fact and Conclusions of Law having been expressly waived in writing, and the Court being now fully advised in the law and the premises:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, and this does order, adjudge, and decree that the marriage existing between the plaintiff, Delores Ann Gregan Murray and the defendant, John Edward Murray, which marriage was solemnized at Pocatello, Idaho, on February 24, 1949, be, and the same is hereby, in all respects dissolved and held for naught, and

the parties thereto are freed from all obligations thereof, and each of said parties is restored to the status of a single person.

BE IT FURTHER ORDERED, ADJUDGED, AND DECREED That the custody and control of the minor child of said marriage, to wit, Rebecca Louise Murray, be and the same is hereby awarded to the plaintiff, Delores Ann Gregan Murray, with the right, nevertheless, on the part of the defendant to visit said child at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the defendant, John Edward Murray, pay to the plaintiff, Delores Ann Gregan Murray, for and on behalf of the support and care of said minor child, the sum of $40.00 per month, which said sum shall be paid in semi-monthly installments as follows, to wit: $20.00 on date hereof, and $20.00 on the 1st day of January, 1950, and $20.00 on the 15th day of June 1950 and $20.00 on the 1st and 15th of each succeeding month until further order of this Court.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED That the defendant furthermore pay to the plaintiff as additional counsel fees and suit money, the sum of $67.50, payable in installments as follows: $10.00 on the 1st day of January, 1950, and $10.00 on the 15th day of January, 1950, and $10.00 on the 1st and 15th of each succeeding month until said sum shall have been fully paid.

Dated: Pocatello, Idaho, this 31st day of December, 1949.

L. E. Glennon

DISTRICT JUDGE

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Delores Ann Gregan Murray, Plaintiff -vs- John Edward Murray, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 12th day of January, 19 50.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

8116

FILED
anna Kelpe
1949 DEC 31 AM 11:35
CLERK, AUDITOR & RECORDER
BANNOCK COUNTY, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

TONY VALENTINE,

Plaintiff,

-vs-

MARY DUCCINE VALENTINE,

Defendant.

DECREE OF DIVORCE

This cause came on regularly for hearing, having been duly and regularly reached for trial, the plaintiff and cross defendant appeared in person and by C. M. Jeffery, his attorney, and the defendant and cross complainant appeared in person and by her attorneys Hugh C. Maguire, Jr., and Walter Anderson, and thereupon the parties announced themselves ready for trial, and the cause was tried upon the complaint of the plaintiff and the answer to the defendant thereto, and the cross complaint and the answer thereto, and the plaintiff and cross defendant offered testimony in support of his cause and rested his case, and the defendant and cross complainant offered testimony and rested her case.

And by leave of the court both parties entered into a Stipulation in open court as to the disposition of certain items of community property.

Furthermore, the parties hereto through their respective attorneys have entered into a Stipulation, waiving the findings of fact and conclusions of law.

NOW, THEREFORE, upon consideration of the testimony of the parties as given in open court, and the evidence and testimony introduced and given on behalf of each of the respective parties, the court awards an absolute decree of divorce to the cross-complainant, Mary Duccine Valentine, upon the grounds and for the reasons as set forth in her cross-complaint.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that pursuant to the Stipulation of the parties that the household goods, consisting of the following, are awarded to the plaintiff and cross-defendant; Tony Valentine: Awnings, hot water heater, monkey stove, monkey stove heater, trash-burner,

and hot water heater, platform rocker, desk, electric fan, electric heating fan, kitchen air-conditioning fan, magazine rack, kitchen cabinet, toaster, saw and drill set, house safe, safe for shop, card table, breakfast table, drapes, refrigerator, table and chairs, new davenport, laundry tubs, folding bed and cabinet, electric range and electric washing machine; However, said plaintiff is to pay to the defendant and cross complainant, Mary Duccine Valentine, the sum of $550.00 therefor.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that in pursuance to the stipulation, the Nash automobile owned by the parties be awarded to the plaintiff, Tony Valentine. However, he is ordered to pay to Mary Duccine Valentine the sum of $450.00 for her interest therein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff TONY VALENTINE, pay to the defendant and cross complainant, Mary Duccine Valentine the sum of $500.00 for her interest in the improvements made by said Tony Valentine on the community property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all separate property of plaintiff and defendant acquired prior to their marriage shall remain their separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Tony Valentine, shall pay to Walter Anderson and Hugh C. Maguire, Jr. the sum of $200.00 additional attorneys fees as Mrs. Valentine's attorneys, together with witness fees and costs in the amount of $7.65.

DATED this 31st day of December, 1949.

ISAAC McDOUGALL
Judge

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

DECREE OF DIVORCE

Tony Valentine, Plaintiff -vs- Mary Duccine Valentine, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 12th day of January, 1950

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

Copy for Auditor

8117

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH.

IRENE SIKKENGA,
Plaintiff,
vs.
CLARENCE D. SIKKENGA,
Defendant,

DECREE

The above entitled action came on regularly for trial before the Court sitting without a jury at Coeur d'Alene, Idaho, on the ~~16th~~ 22nd day of December, 1949, at ten o'clock A. M. The plaintiff appeared in person and represented by her attorney, Cope R. Gale, and the defendant did not appear either in person or by attorney, and he having been served with summons and complaint in this action on the 18th day of November, 1949, and more than twenty days having expired since that time and he being in default, and his default having been heretofore entered, the Court proceeded to hear the case. Whereupon, evidence and corroborating evidence was submitted for and on behalf of the plaintiff, and the Court being advised in the premises and having filed his Findings of Fact and Conclusions of Law,

NOW, THEREFORE, by reason of the law and the premises, it is hereby ordered, adjudged and decreed;

That the Court has jurisdiction of the parties and of the subject matter of the action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the defendant and the plaintiff be, and the same are hereby wholly and forever dissolved and the

parties are released from each other and from all matrimonial obligations, and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be awarded the exclusive custody of the minor child, Lewis LeRoy Sikkenga, named in this cause as long as she is able to provide a suitable home for said child, with the right and privilege of the said defendant to visit said child at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay the plaintiff the sum of Twenty ($20.00) Dollars per month for the support and maintenance of the said minor child, Lewis LeRoy Sikkenga, until said child reaches the age of eighteen years.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay to the plaintiff the sum of One Hundred Fifty ($150.00) Dollars for attorney's fees, and the additional sum of Twenty ($20.00) Dollars for court costs in this action.

Dated this ~~16th~~ 22nd day of December, 1949.

ATTEST:

R. H. WHITESIDE
Clerk of the District Court.

O. C. WILSON

(Seal of the Probate Court)

72278

COMPARED
W47M.

STATE OF IDAHO,
County of Bonneville } ss
Filed Dec 22 1949
at 4:20 O'clock P M.
R. H. Whiteside
CLERK DISTRICT COURT
By _____ DEPUTY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT IN AND FOR THE COUNTY OF BENEWAH, STATE OF IDAHO

MARGARET QUIMBY)
Plaintiff,)
-vs-) DECREE
CHARLES QUIMBY)
Defendant.)

The above entitled action came on regularly for trial before the Court sitting without a jury at Coeur d' Alene, Idaho, on the 22nd day of December, 1949. Plaintiff appeared in person and represented by her attorney CARL M. BUELL, and the defendant did not appear in person or by attorney; defendant having been served with summons and complaint on the 1st day of December, 1949 and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default, his default was heretofore entered; that and affidavit was filed that said defendant was not in the military service during the pendency of this action or at all. Whereupon testimoney was submitted upon behalf of the plaintiff and the Court having filed its Findings of Facts and Conclusions of law.

NOW, THEREFORE, by reason of the law and the promises it is hereby ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of the action.

It is further ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the defendant and the plaintiff be, and the same are hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff is have the custody, control and care of said minor child, Charles,

Dated this 22nd day of December, 1949

(Official Seal)

O. C. Wilson
District Judge

ATTEST:

R. H. Whitehead

By _____ Deputy

(Copy)

INDEXED

72271

COMPARED

STATE OF IDAHO }
County of Benewah } ss.

Filed Dec 27 1949

at 3:35 O'clock P.M.

R. H. Whiteside

CLERK DISTRICT COURT

By _____ DEPUTY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT IN AND FOR THE COUNTY OF BENEWAH, STATE OF IDAHO

VERA SHAW	)	
Plaintiff,	)	
-VS-	)	DECREE
ELLSWORTH SHAW	)	
Defendant.	)	

The above entitled action came on regularly for trial before the Court sitting without a jury at Coeur d' Alene, Idaho, on the 24th day of December, 1949. Plaintiff appeared in person and represented by her attorney CARL M. BUELL, and the defendant did not appear in person or by attorney; defendant having been served with summons and complaint on the 3rd day of December, 1949 and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default, his default was heretofore entered; that and affidavit was filed that said defendant was not in the military service during the pendency of this action or at all. Whereupon testimony was submitted upon behalf of the plaintiff and the Court having filed its Findings of Facts and Conclusions of Law.

NOW, THEREFORE, by reason of the law and the promises it is hereby ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of the action.

It is further ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the defendant and the plaintiff be, and the same are hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and the plaintiff is hereby granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the plaintiff is to have the custody, control and care of said minor children, Corrine Mae and Colleen Kay, and that plaintiff receive from defendant $100.00 attorney's fees and $50.00 per month support money for children and $17.40 for costs.

Dated this 14 day of December, 1949.

O.C. Wilson
District Judge

ATTEST:

R.H. Whiteside
Clerk of the District Court

By _____ Deputy

(Seal)
(Copy only)

72284

STATE OF IDAHO
County of Bonneville } ss
Filed Dec 14 1949
at 11:40 O'clock A M.
R.H. Whiteside
CLERK DISTRICT COURT
By Frances Mallory
Deputy

E 3 10

COMPARED
W+7m.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM.

FREDA ROBERTS,

Plaintiff,

vs.

H. L. ROBERTS, sometimes known as LENN ROBERTS,

Defendant.

D E C R E E

- - - - - - - - - - - - -

The above entitled cause having come on regularly for hearing this day before the Honorable Preston Thatcher, the plaintiff appearing in person and by her attorney, Robert M. Kerr, Jr., and the defendant not appearing, either in person or by attorney, and the defendant having been personally served with process and the time allowed by law for answering having expired, and an Affidavit having been filed, setting forth facts showing that the defendant is not in military service, and the default of the defendant having been entered according to law, and the defendant by such default, having waived the making of findings of fact and conclusions of law, and the Court having heard and considered the evidence introduced on behalf of the plaintiff, consisting of the oral testimony of certain witnesses and a Stipulation and Agreement duly executed by the parties, and it appearing satisfactorily to the Court that each and all of the material allegations and averments in the plaintiff's Complaint are true, and that the said Stipulation and Agreement is a just equitable and proper basis for the settlement of the property rights and the care, custody and control of the children of the parties;

NOW, THEREFORE, the Court, being fully advised in the law and the premises, finds that the plaintiff is entitled to a Decree of Divorce as prayed in said Complaint and approves and confirms the said property settlement and agreement; and

IT IS ORDERED, ADJUDGED AND DECREED, That the plaintiff is entitled to a divorce from the defendant on the grounds of extreme cruelty and that the bonds of matrimony heretofore existing between the said Freda Roberts and the said H. L. Roberts, sometimes known as Lenn Roberts, be and the same are hereby absolutely dissolved and the parties are, and each of them is, hereby relieved from the obligations thereof and restored to the status of single persons;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff shall be, and she is hereby awarded the care, custody and control of the minor children of the parties, to-wit: Blair L. Roberts, son, age ten years; Farrell R. Roberts, son; age eight years; Darrell R. Roberts, son, age eight years; Winona M. Roberts, daughter, age seven years, Mark L. Roberts, son, age six years; and Wayne L. Roberts, son, age one year, provided however, that the Court shall retain and reserve jurisdiction to make such further Orders for the care, maintenance and control of said minor children as may appear to be necessary for their best interests;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the personal effects of the defendant, cash not exceeding the sum of $500.00 now in possession of the defendant and one 1949 2-door Pontiac Sedan shall be and the same are hereby awarded to the defendant as his sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That any and all other property of the said parties, real, mixed, or personal, of whatsoever nature or wheresoever situated, owned by the parties or either of them, or in which they, or either of them, may have an interest, shall be and the same is hereby awarded and set apart to the plaintiff as her sole and separate property, the property hereby awarded to the plaintiff including, but not being limited to the following specifically described property, to-wit: The residence of the parties at Shelley, Bingham County, Idaho, described more fully in a deed from the defendant to the plaintiff

dated the 29th day of October, 1949; all the personal effects of the plaintiff and said minor children; all household goods, furniture and fixtures, being:

> One stove, one table, six chairs, refrigerator, radio washer, sewing machine, chest of drawers, couch, four chairs, bedroom set, three beds, crib, bedding, linens, dresser, buffet, trunk, oil heater, two floor lamps, telephone table, magazine racks, bookcases, two rugs, linoleum and other household goods and fixtures;

Idaho Mutual Insurance Company Policy No. 3131--G--III dated November 9, 1932; that certain investment certificate of the Investors Syndicate of America, Inc., No. S1-58450 dated the 15th day of August, 1944, and issued in the name of Horace Lenn Roberts, Sugar, Idaho, as trustee for Freda Roberts, together with all optional settlement privileges and additional credits provisions therein contained; and that certain family group ordinary life insurance policy No. 1348741 issued by the Occidental Life Insurance Company for the total ultimate amount of Two Thousand and no/100 Dollars ($2000.00) together with all privileges, benefits and values provided for therein.

IT IS FURTHER ADJUDGED, ORDERED AND DECREED That the plaintiff have judgment against the defendant for the sum of $300.00 for and on account of the support and maintenance of the plaintiff and the minor children of the parties during the pendency of this action.

IT IS FURTHER ADJUDGED, ORDERED AND DECREED That the defendant pay to the plaintiff the sum of $150.00 per month payable on or before the 1st day of each and every month hereafter until the youngest of said children, excepting any that may die in the meantime, shall reach the age of 21 years, for and on account of the support and maintenance of the plaintiff and the support and maintenance, education and care of the said minor children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant shall promptly pay to the plaintiff or to the Beneficial Life Insurance Company, 47 West South Temple Street, Salt Lake City, 1, Utah, for the account of the plaintiff, all sums of money

required from time to time for the full payment and satisfaction of that certain loan and mortgage incumbering the real property now occupied by the plaintiff as a residence and known as Loan Account No. 8126 of the said Beneficial Life Insurance Company, according to the terms and conditions of said note and mortgage which are hereby referred to and by reference made a part of this decree as fully as if set out herein in full, said mortgage being dated the 21st day of September, 1948, and recorded on the 22nd day of September, 1948, at Page 6 of Book 77 of Mortgages in the office of the County Recorder of Bingham County, Idaho, and that the defendant shall save the plaintiff harmless from said mortgage and the covenants and agreements therein contained.

DONE IN OPEN COURT this 7th day of December, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO)
) ss.
County of Bingham)

I, V. F. Wootton, Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, do hereby certify that the foregoing is the full, true and correct copy of the decree duly made and entered on the minutes of said District Court in the above entitled action; that I have compared the same with the original and that the same is a correct transcript therefrom and of the whole thereo.

ATTEST my hand and the seal of said Court this 12th day of December, A. D. 1949.

V. F. WOOTTON,
Clerk

By Maria J. Randall
Deputy Clerk

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT IN AND FOR THE STATE OF IDAHO, COUNTY OF BINGHAM

MARY HODGES, Plaintiff, VS. GRADY L. HODGES, Defendant.	8121 D E C R E E

This matter came on for hearing before the court without the intervention of a jury upon the records and files in the action and the default of the defendant heretofore taken and entered and oral evidence adduced in open court and it appears that the court had jurisdiction of this action and of the parties and that the plaintiff is entitled to the redress sought, it is therefore,-

ORDERED, ADJUDGED, AND DECREED by the court that the bonds of matrimony heretofore and now existing and subsisting be and the same are hereby and all things wholly and totally dissolved and that the parties thereto be forever freed from the duties and obligations thereof restored to the respective status of unmarried persons, and that the custody of the childred mentioned in the complaint, Sonnia Mary Hodges and James Dennis Hodges, be and are hereby awarded to the plaintiff until further orders of the court, and that the plaintiff be and is hereby given the right to resume the name of Mary Smith by which she was known and called prior to entering into said marriage.

Done in open court at Blackfoot, this the 7th day of December, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereb certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 7th day of December, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said court this 10th day of December, 1949.

V. F. WOOTTON
Clerk of the said District Court

By Von Luise Munson
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM.

MARY MILLER,

Plaintiff,

vs.

RIENHOLD RAYMOND MILLER,

Defendant.

DECREE

- - - - - - - - - - - -

The above entitled cause having come on regularly for hearing this day before the Honorable Preston Thatcher, the plaintiff appearing in person and by her attorney, Robert M. Kerr, Jr., and the defendant not appearing, either in person or by attorney, and the defendant having been personally served with process and the time allowed by law for answering having expired, and an Affidavit having been filed, setting forth facts showing that the defendant is not in military service, and the default of the defendant having been entered according to law, and the defendant by such default, having waived and making of findings of fact and conclusions of law, and the Court having heard and considered the evidence introduced on behalf of the plaintiff, consisting of the oral testimony of certain witnesses and a Stipulation and Agreement duly executed by the parties, and it appearing satisfactorily to the Court that each and all of the material allegations and averments in the plaintiff's complaint are true, and that the said Stipulation and Agreement is a just, equitable and proper basis for the settlement of the property rights and the care, custody and control of the children of the parties;

NOW, THEREFORE, the Court, being fully advised in the law and the premises, finds that the plaintiff is entitled to a Decree of Divorce as prayed in said Complaint and approves and confirms the said property settlement and agreement; and

IT IS ORDERED, ADJUDGED AND DECREED, That the plaintiff is entitled to a divorce from the defendant on the grounds of extreme cruelty and that the bonds of matrimony heretofore existing between the said Mary Miller and the said Rienhold Raymond Miller be, and the same are, hereby absolutely dissolved and the parties are, and each of them is, hereby relieved from the obligations thereof and restored to the status of single persons;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff shall be, and she is hereby, awarded the care, custody and control of the minor children of the parties, to-wit: Rienhold Raymond Miller, Jr., a son, age 5, David John Miller, a son, age 1, and the child of the parties expected on or about the 3d day of March, 1950, provided, however, that in the event of the death of the plaintiff during the minority of said children or any of them, the care, custody and possession of said minor children shall be awarded to the defendant, provided further that the Court shall retain and reserve jurisdiction to make such further Orders for the care, maintenance and control of said minor children as may from time to time appear to be necessary for their best interests;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the 1942 Cadillac automobile of the parties and the clothing and personal effects of the defendant and an equity of unknown amount in the business property being purchased by the defendant at Kingston, Washington, shall be, and the same are hereby awarded and set apart to the defendant as his sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That all the rest and residue of the community property including the following, to-wit: Living room suite, bedroom suite, radio-phonograph combination, breakfast set, electric range, two rugs, two roll-away beds, linens, dishes, cooking utensils and other miscellaneous household goods and equipment and the personal effects of the plaintiff and the said minor children shall be, and the same are, hereby awarded and set apart to the plaintiff as her sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff have judgment against the defendant for the sum of $325.00 on account of attorney's fees, suit money and support and maintenance accrued and unpaid during the pendency of this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant pay to the plaintiff the following sums, to-wit:

(a) The sum of $75.00 on the 15th day of December, 1949, the sum of $75.00 on the 1st day of January, 1950, and the sum of $75.00 on the 15th day of January, 1950, and the sum of $100.00 on or before the 1st day of February, 1950, and a similar sum of $100.00 on or before the 1st day of each and every month thereafter for the support and maintenance of the plaintiff and the said minor children for so long as said children or any of them are minors;

(b) The sum of $62.50 on or before the 1st day of January, 1950, and a similar sum of $62.50 on or before the 15th day of February, 1950, for doctor and hospital expenses incurred and to be incurred in connection with the birth of the child of the parties expected on or about the 3rd day of March, 1950, and the pre-natal and post-natal care of the plaintiff and said child;

(c) Such sums as may be necessary from time to time to pay, according to the terms and conditions of the contracts, all liens and obligations against the household furniture and fixtures, before the same becomes delinquent, including particularly the obligation in favor of L. R. Clegg or Clegg Furniture of Blackfoot, Idaho, in the amount of $258.00 or thereabouts, said contract being dated the 8th day of May, 1949, and that the defendant shall save the plaintiff harmless from any and all such liens and obligations which may exist at the date of this decree.

Dated this 9th day of December, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO)
) ss.
County of Bingham)

I, V. F. Wootton, Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, do hereby certify that the foregoing is the full, true and correct copy of the decree duly made and entered on the minutes of said District Court in the above entitled action; that I have compared the same with the original and that the same is a correct transcript therefrom and of the whole thereof.

ATTEST my hand and the seal of said Court this 9th day of December, A. D. 1949.

V. F. WOOTTON,
Clerk

By Stella E. Urioma
Deputy Clerk

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

ANNA PRUITT, :

Plaintiff, :

-vs- : D E C R E E.

WILLIAM PRUITT, :

Defendant. :

. . . . . .

This cause came on regularly for hearing on the Complaint of the Plaintiff and the Answer of the Defendant, this day before the Judge of the above-entitled Court at Blackfoot, Bingham County, Idaho, said parties having stipulated in writing herein by their respective attorneys of record that the plaintiff might bring said action to trial without further notice to the defendant, the plaintiff appearing in person and by her attorney, H. William Furchner, and no appearance being made at the hearing by the defendant, either personally or by counsel; and the Court having heard the testimony of the plaintiff, Anna Pruitt, and of Violet Denny, witness for the plaintiff, said cause was submitted to the Court for consideration and decision; and the Court being fully advised in the law and the premises finds that each and all of the allegations of plaintiff's Complaint are proved by evidence free from any objection as to its admissibility, relevancy and materiality, and that the facts so proved are sufficient to entitle the plaintiff to the relief prayed for in her Complaint;

IT IS ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff, Anna Pruitt, and the defendant, William Pruitt, be, and the same are hereby absolutely dissolved, and that said parties be, and they are hereby restored to the status of single persons.

IT IS FURTHER HEREBY ORDERED, ADJUDGED, AND DECREED That the plaintiff be, and she is hereby awarded the absolute right of

care, custody, control and education of her natural minor daughter, Virginia Louise Pruitt, who is also the adopted child of the defendant, subject to the right of the defendant to visit said child at reasonable times and places.

Dated this 21st day of December, 1949.

Preston Thatcher
District Judge.

STATE OF IDAHO,)
: SS.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true, and correct copy of the original Decree of Divorce made and entered by the said District Court in the above-entitled action on the 21st day of December, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court this 21st day of December, 1949.

V. F. Wootton
Clerk

By Marie J. Randall
Deputy.

8124

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

MARY DAVIS JONES, Plaintiff, -vs- HERBERT WILLIAM JONES, Defendant,	COPY FINAL JUDGMENT AND DECREE OF DIVORCE

The above entitled action having been brought on regularly to be heard and tried before the Honorable Preston Thatcher, Judge of the above entitled Court, sitting without a jury, on the 21st day of December, 1949, the plaintiff appearing in person and with her counsel of record, Donald R. Good, Esq.; and the defendant failing to appear herein in person, or by counsel, and having failed to file any pleading in this action, and the default of the said defendant, Herbert William Jones, having been heretofore duly and regularly entered herein according to law, and it appearing that the defendant is not in the military or naval service of the United States within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the Court finds that all material allegations and averments of plaintiff's Complaint are sustained by testimony free from all legal exceptions as to competency, admissibility, or sufficiency, and that said matters so alleged and proved by the testimony of two competent witnesses in behalf of said plaintiff are sufficient in law to entitle the plaintiff to the relief prayed for in her said Complaint.

The Court finds that the plaintiff is a resident of the State of Idaho, and was such a resident of said State at the time of the commencement of this action, and for a period of more than six weeks immediately prior thereto, and that due and legal service of the Summons and Complaint in said action

has been made upon the said defendant, Herbert William Jones, and that the time allowed by law has expired and that the said defendant has failed to appear herein or plead in person or by counsel, or otherwise, or at all, and the default of the said defendant has been duly and regularly entered herein, and the Court being fully advised in the premises;

NOW, THEREFORE, upon Motion of Donald R. Good, Esq., attorney of record for plaintiff, It is Ordered, Adjudged and Decreed by this Court, by virtue of the power and authority therein vested, and in pursuance of the statutes in such cases made and provided, the said Court does hereby Order, Adjudge and Decree that the marriage between the plaintiff, Mary Davis Jones, and the said defendant, Herbert William Jones, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is freed absolutely, and released from said bonds of matrimony, and all of the obligations thereof, and restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the following described real and personal property, being the community property of the parties hereto, be, and the same is hereby awarded to the defendant as his sole and separate property, free from all right, title, claim or interest of the plaintiff, in or to the same, or any part or portion thereof:

REAL PROPERTY

An undivided one-sixth (1/6) interest in and to: Beginning 32 rods West of the Southeast corner of the SW¼ of the NE¼ of Section 8, Township 3 South of Range 34, East of the Boise Meridian, running thence West 48 rods; thence North 40 rods; thence East 27 rods; thence South 15¼ rods; thence East 21 rods; thence South 24 3/4 rods to the place of beginning, containing 10 acres, more or less, together with the water, water rights, tenements, hereditaments and appurtenances thereunto belonging.

PERSONAL PROPERTY

One 1946 Olsmobile, two-door, sedan; one 1948 GMC, three-ton truck.

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, that the plaintiff, Mary Davis Jones, be, and she is hereby awarded the following described community property of the parties hereto, to-wit:

REAL PROPERTY

Commencing at a point S51°42' E and 66 feet distant from the SE corner of Block 64 in Danilson's Addition to the town of Blackfoot; thence running S 51° 42' E 125 feet; thence N38°18' E 125 feet; thence N51°42' W 125 feet; thence S 38°18' W 125 feet to place of beginning. Together with all water and ditch rights thereto belonging or in anywise appertaining.

PERSONAL PROPERTY

One electric refrigerator; one Majestic electric stove; one bedroom suite; one bunk bed set; one baby bed; one living room suite; one radio; two end tables; one floor lamp; one table lamp; and one electric washer,

free from all right, title, claim or interest of the defendant in or to the same, or any part or portion thereof.

IT IS FURTHER SO ORDERED, ADJUDGED, AND DECREED, pending further order of the Court herein, that the care, custody and control of the minor children of the parties, to-wit:

Tonya Lee Jones, aged seven years; Sheila Ann Jones, aged six years, and Vaughn Davis Jones, aged fourteen months, be, and the same are hereby awarded to the plaintiff herein, she being a fit, proper and competent person to be so awarded care, custody and control of said minor children.

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That, pending the further order of the Court herein, the defendant be required to pay to plaintiff for the support, maintenance and education of said minor children the sum of Sixty Dollars ($60.00) monthly, payable in the following manner, to-wit: Thirty Dollars ($30.00) on the 10th and 25th days of each and every month hereafter.

IT IS FURTHER SO ORDERED, ADJUDGED AND DECREED, That, pending the further order of the Court herein, the defendant be required to pay to plaintiff the sum of One Hundred Dollars ($100.00) monthly as her permanent alimony, payable in the following manner,to-wit:

Fifty Dollars ($50.00) on the 10th and 25th days of each and every month hereafter.

Dated at Blackfoot, Bingham County, Idaho, this 21st day of December, 1949.

PRESTON THATCHER
District Judge

STATE OF IDAHO,)
: ss.
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 21st day of December, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 21st day of December, 1949.

V. F. Wootton, Clerk of District Court.

By Marie J. Randall
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR BINGHAM COUNTY.

* * * *

ROBERT EDWIN TYDEMAN *
PLAINTIFF *
VS * DECREE.
PHYLLIS TYDEMAN *
DEFENDANT. *
*

* *

The above entitled cause cam duly on for hearing in the chambers of the undersigned District Judge, in Blackfoot, Idaho, on the 21st day of December 1949.

The plaintiff appeared in person and by his attorney F. E. Tydeman, of Pocatello, Idaho.

The defendant appeared not, either in person or by attorney.

The court having duly examined the files and records herein finds that a duly verified complaint was filed herein and that a summons was thereupon duly issued; that the said summons was duly served on the defendant; that thereupon the defendant entered in writing her appearance for all purposes, waiving her right to any further notice herein, consenting to the entry of her default and the entry of a decree in the manner and for prayed for in the complaint.

The court thereupon heard the evidence of the plaintiff and one other witness in support of the allegations of the complaint and therefrom finds;

That for more thansix weeks immediately preceeding the filing of the complaint herein the plaintiff was and now is an

actual, bona fida resident of the State of Idaho; that the plaintiff and the defendant were married at Hanford, California, July 12th. 1944 and have been husband and wife at all times since said date;that two children have been born of said marriage, towit; James F. Tydeman and Ann Louise Tydeman; that there no property to be awarded to either party hereto; that the defendant has been guilty of extreme cruelty as defined in the laws of the State of Idaho relative to grounds for divorce and that the plaintiff is entitled to the relief prayed for in the said complaint.

It is therefore ordered, adjudged and decreed that the bonds of matrimony now exsisting between the parties hereto be and the same hereby are dissolved and set aside and the parties hereto are restored to the status of single persons.

That the property settlement set out in the complaint is approved.

The custody of James F. Tydeman is awarded to the defendant and the defendant do have and recover from the plaintiff the sum of $35.00 per month for the support of the said child,

The custody of Ann Louise Tydeman is awarded to the plaintiff.

That each of the parties hereto has the right of reasonable visitation of the children.

The court reserves the right, upon proper showing to change this decree relative to the custody of the said children during their minority.

Dated December 21ST 1949.

Preston Thatcher
District Judge.

STATE OF IDAHO,)
: ss.
COUNTY OF BINGHAM)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered by the said District Court in the above-entitled action on the 21st day of December, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 21st day of December, 1949.

V. F. Wootton, Clerk of said District Court.

By Marie J. Randall
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

GWEN K. JENSEN, Plaintiff, -vs- DARWIN W. JENSEN, Defendant.	DECREE

In this cause the above-named defendant, Darwin W. Jensen, having been regularly served with process and having thereafter appear in said action and submitted to the jurisdiction of this Court and having consented that Default be entered against him and that said action be brought to trial by the plaintiff without further notice; and the Default of said defendant having been heretofore duly entered according to law, said cause came on regularly for hearing this day before the Judge of the above-entitled Court at Blackfoot, Bingham County, Idaho; said plaintiff appearing in person and by her attorney, H. William Furchner, and no appearance being made by the defendant either in person or by counsel; and the Court having heard the testimony of plaintiff, Gwen K. Jensen and of Mytha Kingsford, witness for the plaintiff, and having considered certain documentary evidence, to-wit, the property settlement agreement made and executed by the parties to said action on the 30th day of November, 1948, which said agreement was duly marked and admitted in evidence herein as plaintiff's exhibit "A"; said cause was submitted to the Court for consideration anddecision, and the Court being fully advised in the law and in the premises finds that each and all of the allegations of plaintiff's Complaint are true and are proved by evidence free from any objections as to its admissibility, relevancy and materiality, and that the facts so proved are

sufficient to entitle the plaintiff to the relief prayed for in her Complaint; and the Court further finds that said defendant is in the military service of the United States and has waived all rights and privileges granted to him on account of such service under the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony now existing between the plaintiff Gwen K. Jensen and the defendant, Darwin W. Jensen, be, and the same are hereby absolutely dissolved and that said parties be and they are hereby restored to the status of single persons.

IT IS ORDERED, ADJUDGED AND DECREED That the plaintiff be and she is hereby awarded the absolute care, custody and control of the minor children of the parties, namely, Kathryn Jensen, Danny Wood Jensen and Harold Ray Jensen, until further order of the Court, and that said defendant be and he hereby is required to pay to the plaintiff for the support and maintenance of said minor children the sum of $50.00 per month commencing January 1st, 1950, and until further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said property settlement agreement of the parties made and executed by them on November 30th, 1948, and admitted in evidence herein as plaintiff's exhibit "A" be, and the same is hereby approved and adopted by the Court, and pursuant thereto the said plaintiff is hereby awarded all of the household furniture and equipment of the parties as her sole and separate property.

Dated this 22nd day of December, 1949.

Preston Thatcher

District Judge.

STATE OF IDAHO)
: SS
County of Bingham)

I, V. F. Wootton, the duly elected, qualified and acting Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, hereby certify that the foregoing is a full, true and correct copy of the original Decree of Divorce made and entered by the said District Court in the above-entitled action on the 22nd day of December, 1949.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 22nd day of December, 1949.

V. F. Wootton, Clerk,

By: Marie J. Kendall Deputy.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BINGHAM COUNTY

Lionel W. Hansen, Plaintiff,

vs

Viola A. Hansen, Defendant.

D E C R E E

In this action, the defendant having been duly and regularly personally served with summons and complaint within the County of Bingham, State of Idaho, and the time allowed by law for answering or pleading herein having expired, and the defendant having failed to appear and plead or answer to plaintiff's complaint, and plaintiff having filed affidavit asserting that the defendant is not engaged in the military service of the United States or its Allies, and the default of said defendant having been duly and regularly entered according to law, this cause came on regularly this day to be heard before Honorable Preston Thatcher, Judge of the above entitled Court at Blackfoot, Bingham County, Idaho, upon the complaint of the plaintiff and the default of the defendant as aforesaid, J Blaine Anderson, Esq., appearing on behalf of the plaintiff and the defendant not appearing either in person or by counsel, the Court proceeded to hear the evidence adduced on behalf of the plaintiff and received in evidence a written property settlement agreement of the parties with respect to property rights and the custody and support of the minor child of said parties, and it satisfactorily appearing to the Court from said evidence and agreement that all of the material allegations of the plaintiff's complaint are proved by competent evidence, free from exception or objection as to its sufficiency, relevancy, and admissibility, and that the plaintiff is entitled to the relief prayed for inthe complaint.

Now, therefore, the Court being fully advised in the law and the premises,

IT IS HEREBY ORDERED ADJUDGED and DECREED that the bonds of matrimony now existing between plaintiff, Lionel W. Hansen,

and defendant, Viola A. Hansen, be, and the same hereby are absolutely dissolved, and said parties are and each of them is hereby released from the obligations thereof and said parties are hereby restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that a certain propeɔty settlement agreement made and entered into between the said parties hereto, on the 30th day of November, 1949, where and whereby a complete disposition of all of the property of the parties hereto was made, is equitable and fair, and the same is hereby confirmed.

IT IS FURTHER ORDERED that until further order of the Court herein, that the custody of the minor child of said parties, namely Leola Joy Hansen, age eight years, be and the same is hereby awarded to the defendant with the provision however that the plaintiff may see and visit said child at reasonable times and places.

IT IS FURTHER ORDERED that until further order of this Court herein, the plaintiff pay to the defendant for the support, maintenance and education of said minor child, the sum of $40.00 per month, payable on the 1st day of each and every month hereafter until said child shall have attainedits majority, or unless sooner married, and that said payments shall commence on the 1st day of Janaury, 1950.

Dated this 30th day of December, 1949.

Preston Thatcher
District Judge

STATE OF IDAHO)
County of Bingham. } ss.

I HEREBY CERTIFY that the within is a full, true and correct copy of the

Decree of Divorce in the case of Lionel W. Hansen, plaintiff, vs. Viola A. Hansen, Defendant granted the 30th day of December, 1949,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho, this 31st day of December 19 49.

V. F. Wootton
Clerk and Ex-Officio Recorder.

By Wasie J. Randall
Deputy.

8128

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BOISE

MARIAN BURNS, Plaintiff,

-vs-

ARGUS L. BURNS, Defendant.

DECREE OF DIVORCE

IN THE DISTRICT COURT
BOISE COUNTY, IDAHO
Filed December 10, 1949
Katherine M. Brogan CLERK
By Aileen Mathis DEPUTY

The above-entitled cause came on for hearing this 2nd day of December, 1949 before the above-entitled court sitting in chambers at Boise, in the County of Ada, State of Idaho, the Honorable Chas. F. Koelsch presiding, the plaintiff appearing in person and by her attorney of record John A. Carver, Jr., and the defendant not appearing either in person or by attorney;

Upon said hearing it appearing to the satisfaction of the court from the records, files and proceedings in the above-entitled action that the defendant herein, Argus L. Burns, was duly and regularly served with process in the manner required by law, and the defendant having failed otherwise to appear and having failed to answer, demur, or otherwise plead to the complaint of the plaintiff herein, and the time for so doing having expired; and it satisfactorily appearing to the court from the affidavit filed by the said plaintiff that the said defendant is not in the military service of the United States of America in any capacity whatsoever, and the default of said defendant, Argus L. Burns, for his failure to otherwise appear and to answer, demur or otherwise plead to said complaint having been duly entered according to law,

THEREUPON witnesses were sworn and testimony taken and evidence adduced, whereby it appeared to the satisfaction of the

of the court that the allegations contained in the plaintiff's complaint are true and supported by competent and legal evidence; now therefore, in consideration of the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order,

a) That the bonds of matrimony heretofore and now existing between the plaintiff and the defendant be dissolved, set aside and declared for naught and that the plaintiff be granted a divorce of and from the defendant.

b) That the plaintiff be restored to the name MARIAN TALBOT.

DATED this 5th day of December, 1949.

Chas. F. Koelsch
District Judge

STATE OF IDAHO, County of Boise } ss.

CERTIFICATE

I, KATHERINE M. BROGAN, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Boise, do hereby certify that the foregoing is a true and correct copy of the original

Decree of Divorce Marian Burns vs. Argus L. Burns

Book 6 of Judgments at Page 234.

filed in the above entitled action and remaining now on file in my office at Idaho City, Boise County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of December, 1949.

By Gileen Mathie, Deputy. Katherine M. Brogan
Clerk.

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

AMANDA MAE INMAN,
Plaintiff,
vs.
RAYMOND L. INMAN,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 3rd day of December, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin: the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Amanda Mae Inman, and the defendant, Raymond L. Inman, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of non support.

County of Bonner)
Filed December 3, 1949
11:46 o'clock A. M.
Alex T. Russell,
Clerk of District Court.
Vivian E. Shoemaker,
Deputy.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the minor children of plaintiff and defendant, Dale Lee Inman and Patricia Mae Inman, be awarded to the plaintiff, Amanda Mae Inman, subject to the right of the defendant to visit said children at reasonable and proper times.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be awarded the sum of Seventy ($70.00) Dollars per month for the care and support of said minor children. First payment to be made Dec 15-1949 and on the 15th day of each month thereafter

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That there is no community property.

Done in Open Court at Sandpoint, Idaho, this 3rd day of December, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6517, AMANDA MAE INMAN, Plaintiff, vs. RAYMOND L. INMAN, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 5th *day of* December, *19*49.

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

11:45

8130

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

MARGARET KLAVANO,
Plaintiff,
vs.
PHILLIP KLAVANO,
Defendant.

D E C R E E

The above entitled matter came on regularly to be heard in Open Court at Sandpoint, Idaho, before the Honorable E. V. Boughton, one of the Judges of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, on the 13th day of December, 1949, upon the complaint of plaintiff, taken as confessed by the defendant who had been personally served with a copy of the Summons and Complaint and whose default for not appearing in the action within the time required by law had been duly entered upon the original Complaint.

Plaintiff appeared in person with a witness and one of her attorneys, O. J. Bandelin; the defendant did not appear, nor was he represented by counsel; plaintiff and witness were duly examined relative to said cause, all of which evidence proved the allegations of plaintiff's Complaint. Findings of Fact and Conclusions of Law having been waived by failure of the defendant to appear at the trial, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore existing between the plaintiff, Margaret Klavano, and the defendant, Phillip Klavano, be and the same are forever dissolved and plaintiff is granted a divorce upon the grounds of extreme cruelty.

December 13, 49
11:45 A.
Alex T. Russell,
Vivian E. Shoemaker,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be awarded the community real estate described as follows, to-wit:

Lots Seventeen (17) and Eighteen (18), Block Fourteen (14), West End Addition "C" to Sandpoint, Idaho.

and that she be awarded the small amount of furniture located in the home on said premises, as her sole and separate property and that the defendant have no further right, title nor interest in and to said real estate or the personal property therein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be awarded the note mentioned in the Complaint in the sum of about Three Hundred Eighty ($380.00) Dollars as her sole and separate property and that the defendant have no further right, title nor interest therein.

Done in Open Court at Sandpoint, Idaho, this 13th day of December, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6528, MARGARET KLAVANO, Plaintiff, vs. PHILLIP KLAVANO, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 13th *day of* December, *1949.*

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

6537 2:55

8131

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

E. GAYLE WHITTLE,)
Plaintiff,)
vs.) D E C R E E
RICHARD M. WHITTLE,)
Defendant.)

The above entitled action came on for hearing before the court sitting without a jury at Sandpoint, Bonner County, State of Idaho, at two o'clock P. M. on Tuesday, December 13, 1949, at which time the plaintiff appeared in person and represented by one of her attorneys, Everett E. Hunt, Esq., and the defendant did not appear either in person or by attorney, he being in default and his default having been entered, the Court proceeded to hear the case. Thereupon testimony and corroborating testimony was submitted for and upon behalf of the plaintiff, and the court being fully advised in the premises, and Findings of Fact and Conclusions of Law having been waived by virtue of the default of the defendant, and through his failure to appear at the trial, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, E. Gayle Whittle, be and she hereby is granted an absolute decree of divorce of and from the defendant, Richard M. Whittle, upon the grounds of extreme cruelty.

Dated and done this 13th day of December, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO)
County of Bonner) ss.

Filed December 13, 1949
at 2:55 o'clock P M.
Alex T. Russell
Clerk of District Court
By Vivian E. Shoemaker
Deputy

STATE OF IDAHO,
County of Bonner } *ss.*

8131

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6537, E. GAYLE WHITTLE, Plaintiff, vs. RICHARD M. WHITTLE, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 13th *day of* December, *1949.*

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

6540

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

JUNE A. PEARCE,)
Plaintiff,)
vs.) D E C R E E
ROBERT M. PEARCE,)
Defendant.)

The above entitled action came on for hearing before the Court sitting without a jury at Sandpoint, Bonner County, State of Idaho, at eleven o'clock A.M. on Thursday, December 22, 1949, at which time the plaintiff appeared in person and represented by one of her attorneys, Everett E. Hunt, Esq., and the defendant did not appear either in person or by attorney, he being in default and his default having been entered, the Court proceeded to hear the case. Thereupon testimony and corroborating testimony was submitted for and upon behalf of the plaintiff, and the Court being fully advised in the premises and Findings of Fact and Conclusions of Law having been waived by virtue of the default of the defendant, and through his failure to appear at the trial,

NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, JUNE A. PEARCE, be and she hereby is granted an absolute decree of divorce of and from the defendant, Robert M. Pearce, upon the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, control and custody of the minor children, namely: Ronald Robert Pearce and Pamela Marie Pearce be awarded to the plaintiff subject to the right of the defendant to visit said children at reasonable and proper times, PROVIDED that the said defendant pay the support money hereinafter set forth, and PROVIDED FURTHER, that the said defendant properly behave himself insofar as said minor children and the plaintiff herein are concerned.

STATE OF IDAHO } ss.
County of Bonner }
Filed Dec 23 1949
at 11:30 o'clock A. M.
Clerk of District Court
By _____ Deputy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be and she hereby is allowed the sum of Seventy-five Dollars ($75.00) per month, monthly and every month, for the support of said children; the first payment being due and payable on January 2, 1950, and on the first day of each and every month thereafter.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all of the personal household furniture belonging to the parties hereto be and the same hereby is awarded to the plaintiff as her sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the equity in the Nash Sedan belonging to the parties hereto be and the same hereby is awarded to the defendant as his sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay to Everett E. Hunt, attorney for plaintiff, the sum of One Hundred Fifteen Dollars ($115.00) balance due as attorneys fees and costs herein, and that said payment be made to the said Everett E. Hunt on or before January 15, 1950. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in case said attorneys fees and costs are not paid on or before said date, that a Writ of Execution may issue herein to compel the payment of said attorneys fees and costs.

Dated and done this 22nd day of December, 1949.

E. V. Boughton
District Judge

STATE OF IDAHO,
County of Bonner } *ss.*

8132

I, Alex T. Russell, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify the foregoing to be a full, true and correct copy of the original DECREE, in Civil Action No. 6540, JUNE A. PEARCE, Plaintiff, vs. ROBERT M. PEARCE, Defendant, *now on file in my office in the above entitled action.*

Witness my hand and the seal of said Court on this, the 23rd *day of* December, *19*49.

Alex T. Russell, *Clerk*

By Dorothy Campbell, *Deputy*

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CARRIE HOVINGHOFF, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
LYLE HOVINGHOFF, Defendant.	)	

The above-entitled cause came on for hearing this 18th day of November, 1949, the plaintiff appearing with counsel, John M. Sharp, and her witness, Mrs. Mae Edelmeyer. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has failed to plead thereto; that the default of the defendant has been duly entered and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of cruelty, and it further appearing that plaintiff and defendant have entered into a written Stipulation regarding the settlement of property rights of every nature existing between them and the custody of their minor children.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Carrie Hovinghoff, and the above-named defendant, Lyle Hovinghoff, be, and the same hereby is, forever dissolved, set aside and held for naught.

II.

That the care, custody and control of the minor children of plaintiff and defendant, namely, Doris Fay, Ethel, Dean and Paul, shall hereby be awarded to the plaintiff, subject to the right of defendant to visit said children at all reasonable times and places, and to have each of the said minor children visit with him in his home for a period of not to exceed sixty (60) days during the school vacation term; that the defendant shall pay to the plaintiff, for the support of each minor child, the sum of $37.50 per month, on the first day of December, 1949, and each succeeding month thereafter until and including December 1, 1950; that commencing with January 1, 1951, the defendant shall pay to the plaintiff the sum of $22.50 per month for the support, maintenance and education of each child until he or she reaches the age of majority.

III.

That the plaintiff shall have, as her sole and separate property, the 1936 Chevrolet automobile and the household furniture and effects now owned by plaintiff and defendant. The defendant shall give to the plaintiff a Warranty Deed, subject to the presently existing mortgage, a piece of land containing approximately six (6) acres, described generally as follows:

> "Beginning at a point 1,000 feet West and 450 feet North of the Southeast corner of Section 32, Township 5 North, Range 37 E.B.M., thence North 1,010 feet, thence East 90 feet, thence in a Southerly direction following Highway No. 91, a distance of 1,070 feet, thence West 400 feet to the point of beginning,"

together with a proportionate share of the water rights now owned by plaintiff and defendant in connection with all property owned by plaintiff and defendant. The defendant shall pay off the mortgage presently existing on said property as the payments become due, and shall also pay the taxes on said property until such time as the mortgage is released.

IV.

The defendant shall have, as his sole and separate property, all of the other community property belonging to plaintiff and defendant not specifically herein mentioned.

DATED this 18th day of November, 1949.

/s/ Henry S. Martin

JUDGE OF THE DISTRICT COURT

STATE OF IDAHO, }
County of Bonneville, } ss.

2133

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case No. 7547, entitled,

Carrie Hovinghoff, Plaintiff

-vs-

Lyle Hovinghoff, Defendant

Book 16 Judgment page 243

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 16th. day of January, 1950.

By Hazel Nicholson
Deputy

Jack A. Packer
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

MERLE KLEIN,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
FLOYD KLEIN,)
Defendant.)

The above-entitled cause came on for hearing this 2nd day of December, 1949, the plaintiff appearing with counsel, John M. Sharp, and her witness, Coral Jones. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has failed to plead thereto; that the default of the defendant has been duly entered and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of Wilful Desertion.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Merle Klein, and the above-named defendant, Floyd Klein, be, and the same hereby is, forever dissolved, set aside and held for naught.

II.

That the care, custody and control of Darlene, Douglas and Dennis, the minor children of plaintiff and defendant, be, and the same hereby is awarded to the plaintiff, subject to the right of defendant to see and visit said children at all reasonable times and places and to take them to his home for visits not to exceed thirty (30) days during the school vacation period.

III.

That the defendant pay to the plaintiff the sum of $30.00 per month for each child until he or she reaches the age of majority; the first payment to be made on or before the 15th day of December, 1949 for one-half month, and subsequent payments to be made on the 1st. and 15th. of each month thereafter in the total amount of $30.00 for each child until each child reaches the age of majority.

DATED this 2nd day of December, 1949.

/s/ Henry S. Martin
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce Case No. 7567, entitled,

Merle Klein, Plaintiff

-vs-

Floyd Klein, Defendant

Book 16 Judgments page 139.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 16th. day of January, 1950.

By Hazel Dickelson
Deputy

Jack A. Packer
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

AGNESS WILCOCK, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
H. G. WILCOCK, Defendant.	)	

The above-entitled cause came on for hearing this 2nd day of December, 1949, the plaintiff appearing with counsel, John M. Sharp, and her witness, Juanita Call. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has failed to plead thereto; that the default of the defendant has been duly entered and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that plaintiff and defendant have entered into an oral stipulation regarding the settlement of property rights of every nature existing between them and that the terms of the agreement have been complied with on the part of both parties.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Agness Wilcock, and the above-named defendant. H. G. Wilcock, be, and the same hereby is, forever dissolved, set aside and held for naught.

DATED this 2nd day of December, 1949.

/s/ Henry S. Martin
DISTRICT JUDGE

STATE OF IDAHO,
County of Bonneville, } ss.

8135

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case No. 7568, entitled,

Agness Wilcock, Plaintiff

-vs-

H. G. Wilcock, Defendant

Bk. 16 Judgment page 134.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 16th. day of January, 1950.

By Hazel Mickelsen
Deputy

Jack A. Packer,
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

RUTH P. BATCHELOR,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
FLOYD O. BATCHELOR,)
Defendant.)

- - - - - - - - - - - - - - - - - -

THIS CAUSE came regularly on to be heard this 2nd. day of December, 1949, E. A. Owen, attorney at law, appearing for and on behalf of said plaintiff, and defendant not appearing, either in person or by attorney, and the Court having heard all of the evidence herein and duly considered the same, and it appearing therefrom, to the satisfaction of the Court, that said defendant, Floyd O. Batchelor, was duly served with a copy of the summons attached to a copy of the complaint herein, and that the defendant has failed to appear or answer herein, and the default of said defendant has been duly and regularly entered herein according to law, and it further appearing to the Court, upon the proofs taken herein, that all of the material allegations of the complaint are sustained by the testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in her complaint, and that the Court has jurisdiction of the parties to, and the subject matter of, this action, and the Court being fully advised in the premises:

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and the Court, by virtue of the power and authority therein vested, and in pursuance of the statute in such case made and provided, does order, adjudge and decree, that the marriage between the plaintiff,

Ruth P. Batchelor, and the defendant, Floyd O. Batchelor, be dissolved, and the same is hereby dissolved accordingly, and the said parties are, and each of them is, freed and absolutely released from the bonds of matrimony and all of the obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the care, custody, control and education of the minor child of plaintiff and defendant, namely, Lyle Batchelor, be, and the same is hereby awarded to the plaintiff, Ruth P. Batchelor.

Made, dated and entered at Idaho Falls, Idaho, this 2nd. day of December, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO,
County of Bonneville, } ss.

9136

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case No. 7562, entitled,

Ruth P. Batchelor, Plaintiff

-vs-

Floyd O. Batchelor, Defendant

Bk. 16 Judgment page 136.
as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 16th. day of January, 19 50.

By Hazel Mickelsen
Deputy

Jack A. Packer,
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE.

- - - -

KATHRYN HARTWIG,)
Plaintiff,)
-vs-) DECREE
THOMAS S. HARTWIG,)
Defendant.)

- - - -

The above entitled cause coming on regularly to be heard and tried before the Honorable Henry S. Martin, District Judge, at Chambers at Idaho Falls, County of Bonneville, State of Idaho, on the 2nd day of December, 1949, the plaintiff appearing in person and by one of her attorneys, Errol H. Hillman, and the defendant appearing not, either in person or by attorney; and it appearing that the above named defendant has been duly and regularly served with process herein, and that he has failed to answer or appear within the time allowed by law, and the default of the said defendant having been duly and regularly entered herein, and the Judge having heard the evidence, and the matter having been submitted, and it appearing that all of the allegations contained in plaintiff's complaint are true, and that the plaintiff is entitled to a divorce on the ground of extreme cruelty, and the Judge being fully advised in the premises:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That the bonds of matrimony existing between the plaintiff, Kathryn Hartwig, and the defendant, Thomas S. Hartwig, be, and the same hereby are, forever dissolved, set aside and held for naught, and that the plaintiff and defendant, and each of them, be, and they hereby are, restored to the status of a single person.

Dated at Chambers, at Idaho Falls, Idaho, this 2nd day of December, 1949.

HENRY S. MARTIN
DISTRICT JUDGE

STATE OF IDAHO,
County of Bonneville, } ss.

8137

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case No. 7555, entitled,

Kathryn Hartwig, Plaintiff

-vs-

Thomas S. Hartwig, Defendant

Bk. 16 Judgment page 132.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 16th. day of January, 1950.

By Kayle Nickelsen
Deputy

Jack A. Packer
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY.

JOSEPHINE SORENSON, Plaintiff,

vs.

ORVILLE W. SORENSON, Defendant.

DECREE OF DIVORCE

This matter came on regularly to be heard and tried by the court on the 9th day of December, 1949, upon plaintiff's complaint; plaintiff appearing in person and by her attorney, W. Lloyd Adams of Rexburg, Idaho, and defendant not appearing either in person or by attorney, and

It appearing to the court that defendant was duly and regularly served with summons in the City of Portland, County of Multnomah, State of Oregon on the 14th day of November, 1949, and

It further appearing to the court that the defendant has failed to appear and plead in this cause and the time for answering having expired and no answer or demurrer having been entered herein, and

It appearing that the default of the defendant has been duly and regularly entered herein and that the defendant is not now in the military service of the United States, and

It further appearing that Josephine Sorenson and Verla Sorenson were sworn and testified on behalf of plaintiff, and it appearing that the plaintiff has been a resident of the State of Idaho for more than six full weeks prior to the commencement of this action, and that the defendant for more than one year prior to the commencement of this action has failed to provide for his wife and child the common necessities of life, and

It further appearing that all of the allegations and averments in plaintiff's complaint are true, and

It further appearing to the court that Joseph A. Sorenson has paid to Josephine Sorenson the sum of $2,000.00 for and on behalf of the defendant in this action as settlement of all obligations of every kind and nature due and owing by Orville W. Sorenson to Josephine Sorenson, including past and future support and maintenance of their son, Ceoral J. Sorenson.

NOW, THEREFORE, on motion of plaintiff's attorney, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between plaintiff, Josephine Sorenson, and defendant, Orville W. Sorenson, be, and the same is forever dissolved, set aside and held for naught and the plaintiff and defendant, and each of them be, and they are hereby forever absolutely released from the obligations thereof and each of them is hereby restored to the status of a single person.

2. That Orville W. Sorenson is hereby released and discharged from all obligations of every kind and nature owing to Josephine Sorenson for all past and future support and maintenance of the son of plaintiff and defendant, Ceoral J. Sorenson, and for the support and maintenance and alimony to the plaintiff, Josephine Sorenson.

3. Plaintiff is hereb y awarded the custody of the minor child, Ceoral J. Sorenson.

Dated December 9, 1949.

Henry L. Martini
District Judge.

STATE OF IDAHO,
County of Bonneville, } ss.

9138

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case No. 7456, entitled,

Josephine Sorenson, Plaintiff

-vs-

Orville W. Sorenson, Defendant

Bk. 16 Judgment page 141.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 16th. day of January, 1950.

By Hazel Nickelsen
Deputy

Jack A. Packer,
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY

JOYCE LOVELAND

Plaintiff,

vs.

WESTON T. LOVELAND

Defendant.

DECREE

This cause came on regularly for trial before the Honorable Henry S. Martin, District Judge, at Chambers, at Idaho Falls, Bonneville County, Idaho, on the 9th day of December, 1949, Holden & Holden appearing for and in behalf and as the attorneys of record of the above named plaintiff, and no one appearing for or in behalf of the above named defendant; Whereupon the plaintiff was duly and regularly sworn and examined and testified for and in her own behalf, and thereupon Jo Ann Cook was duly and regularly sworn and examined and testified for and in behalf of the above named plaintiff, and thereupon the above named plaintiff rested, and the above named defendant having submitted no proof for or in his own behalf, this cause was thereupon submitted to the Court for its decision upon the testimony and documentary evidence submitted for and in behalf of the above named plaintiff, and the Court being fully advised in the premises, now finds as follows:

I

That the above named defendant has been duly and regularly served with a true copy of the Summons issued out of said Court in said cause, attached to which was a true copy of the Complaint, filed herein as provided by law; that the defendant failed to appear or answer, or otherwise plead to said plaintiff's Complaint on file herein, either in person or by his attorney within the time required by law, or at all; that the time for answering having expires, the default of said defendant has been duly and regularly

entered according to law; that the defendant is not in the military service of the United States, nor in any branch of the service thereof; that this Court has jurisdiction of the subject matter of this action, and of the person of the above named plaintiff, and of the person of the above named defendant; that all the allegations of plaintiff's Complaint on file herein are true; that the plaintiff is entitled to a Decree of Divorce as prayed for in her Complaint filed herein.

NOW, THEREFORE, on motion of Holden & Holden, the attorneys of record of the above named plaintiff, the Court finds as follows:

I

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Joyce Loveland, and the above named defendant, Weston T. Loveland, be, and the same is hereby forever dissolved, set aside and held for naught, and that plaintiff and defendant and each of them, be, and they are hereby forever absolutely released from all the obligations thereof.

II

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff, be, and she is hereby awarded as her sole and separate property and for her sole and separate use and benefit, the household goods and furnishings set forth in plaintiff's Complaint herein.

III

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff, be and she is hereby restored to her former name of Joyce Asper.

Dated this 9th day of December, 1949.

Henry S. Martin
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

2139

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case 7570, entitled,

Joyce Loveland, Plaintiff

-vs-

Weston T. Loveland, Defendant

Bk. 16 Judgment page 144.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 16th. day of January, 19 50.

By Wayne D Nicholson
Deputy

Jack A. Packer,
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

MARY JENKINSON, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
ALAN H. JENKINSON, Defendant.	)	

The above-entitled cause came on for hearing this 9th day of December, 1949, the plaintiff appearing with counsel, John M. Sharp, and her witness, Mrs. Ora Campbell. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has failed to plead thereto; that the default of the defendant has been duly entered; a written Stipulation between the parties concerning the custody of the minor children of plaintiff and defendant and support therefore having been duly entered; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of Extreme Cruelty,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, Mary Jenkinson, and the above-named defendant, Alan H. Jenkinson, be, and the same hereby is, forever dissolved, set aside and held for naught.

II.

That the care, custody and control of Anne and Alan Jenkinson, the two minor children of plaintiff and defendant, be awarded to the plaintiff, subject to the right of defendant to visit said children at all reasonable times and places; provided, that the defendant shall have the care, custody and control of the said two minor children of plaintiff and defendant from the end of the usual school term commencing approximately June first of each year until the fifteenth of August, of each year.

III.

That the defendant shall pay to the plaintiff the sum of $37.50 per month, commencing on or before the 15th day of January, 1950, for the support, maintenance and education of each of the two minor children of plaintiff and defendant, until each child shall attain the age of majority; provided, however, that the defendant shall not be required to make the aforesaid payments during the months that the two children or either of them are in his custody.

DATED AT IDAHO FALLS, IDAHO, this 9th day of December, 1949.

/s/ Henry S. Martin
DISTRICT JUDGE

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case NO. 7529, entitled,

Mary Jenkinson, Plaintiff

-vs-

Alan H. Jenkinson, Defendant

Bk. 16 Judgment page 147.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 16th. day of January, 19 50.

By Hazel Nickelsen
Deputy

Jack A. Packer,
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

VESTON R. ROBERTS,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
VIRGINIA ROBERTS,)
Defendant.)

- - - - - - - - - - - - - - - - - -

THIS CAUSE came regularly on to be heard this 16th. day of December, 1949, E. A. Owen, attorney at law, appearing for and on behalf of said plaintiff, and defendant not appearing, either in person or by attorney, and the Court having heard all of the evidence herein and duly considered the same, and it appearing therefrom, to the satisfaction of the Court, that said defendant, Virginia Roberts, was duly served with a copy of the summons attached to a copy of the complaint herein; that the defendant has filed her appearance and waiver herein and has refused to answer or plead further in said cause, and that the default of said defendant has been duly and regularly entered herein according to law, and it further appearing to the Court, upon the proofs taken herein, that all of the material allegations of the complaint are sustained by the testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in his complaint, and that the Court has jurisdiction of the parties to, and the subject matter of, this action, and the Court being fully advised in the premises:

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and the Court, by virtue of the power and authority therein vested, and

in pursuance of the statute in such case made and provided, does order, adjudge and decree, that the marriage between the plaintiff, Veston R. Roberts, and the defendant, Virginia Roberts, be dissolved, and the same is hereby dissolved, accordingly, and the said parties are, and each of them is, freed and absolutely released from the bonds of matrimony and all of the obligations thereof.

Made, dated and entered at Idaho Falls, Idaho, this 16th. day of December, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case No. 7589, entitled,

Veston R. Roberts, Plaintiff

-vs-

Virginia Roberts, Defendant

Bk. 16 Judgment page 230.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 16th. day of January, 19 50.

By Hazel D. Nicholsen
Deputy

Jack A. Packer,
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

F. C. BAIRD,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
PEGGY BAIRD,)
Defendant.)

The above-entitled cause came on for hearing this 16th day of December, 1949, the plaintiff appearing with counsel, John M. Sharp, and his witness, Jack Baird. The defendant did not appear, either in person or by counsel; and it appearing to the court that the defendant was duly and regularly served with process as prescribed by law in such cases made and provided; that the time for answering having expired and defendant has failed to plead thereto; that the default of the defendant has been duly entered and the Affidavit of Non-military Service duly filed; the plaintiff having submitted proofs touching the allegations of the Complaint, and the court being fully advised in the premises; and it further appearing that the plaintiff is entitled to a Decree of Divorce on the grounds of Wilful Desertion.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

That the marriage heretofore and now existing between the above-named plaintiff, F. C. Baird, and the above-named defendant, Peggy Baird, be, and the same hereby is, forever dissolved, set aside and held for naught.

DATED this 16th day of December, 1949.

/s/ Henry S. Martin
DISTRICT JUDGE

STATE OF IDAHO,
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case No. 7558, entitled,

F. C. Baird, Plaintiff

-vs-

Peggy Baird, Defendant

Bk. 16 Judgment page 158.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 16th. day of January, 19 50.

By Hazel Nicholsen
Deputy

Jack A. Packer
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO ,

IN AND FOR BONNEVILLE COUNTY

.....

ALMA CLEVERLEY PLAINTIFF VS DORIS CLEVERLEY DEFENDANT	DECREE OF DIVORCE

This cause came on regularly for trial, in chambers, at Idaho Falls, Idaho, on the 16th day of December, 1949, L. H. Merrill, Esq. appearing as counsel for the plaintiff, and no one appearing for or on behalf of the defendant; whereupon, plaintiff was duly and regularly sworn and examined and testified for and in his own behalf and thereupon Clarence Cleverley was duly and regularly sworn and testified for and in behalf of the above named plaintiff and thereupon the plaintiff rested, and the defendant having submitted no proof whatever for and in her behalf, this cause was thereupon submitted for and in behalf of the plaintiff, and the Court being fully advised in the premises, now finds as follows:

That the above named defendant has been duly and regularly served with a true copy of the summons issued out of the above entitled Court in the within cause, attached to which was a true copy of the complaint filed herein; and the defendant has entered no appearance herein and that the default of said defendant has been duly and regularly entered according to law, and the affidavit of non-military service has been entered,

NOW THEREFORE, On motion of L. H. Merrill, the attorney of record for the above named plaintiff,

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED, That the marriage heretofore and now existing between the above named plaintiff, Alma Cleverley, and the above named defendant, Doris Cleverley, be, and the same is hereby, forever dissolved, set aside and held for naught, and that the plaintiff and defendant, and each of them be, and they hereby are, restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, Doris Cleverley, have and is hereby awarded the care, custody and control of the two minor children, namely, Ian James Cleverley and Keith Stephen Cleverley, ages four years and two years, respectively, with the right of the plaintiff, Alma Cleverley, to visit said minor children at any reasonable time.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff, Alma Cleverley, pay to the defendant, Doris Cleverley, for the support and maintenance of the two minor children, the sum of $ 35.00 per month, beginning January 1st, 1950; that said monthly payments be sent to the defendant's known address in Preston, Lancshire, England, and that said defendant, Doris Cleverley, acknowledge receipt of each monthly payment so sent.

MADE, Dated and entered this 16 day of December, 1949.

Henry L. Martin

District Judge

STATE OF IDAHO,
County of Bonneville, } ss.

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case No. 7575, entitled,

Alma Cleverley, Plaintiff

VS

Doris Cleverley, Defendant

Bk. 16 Judgment, page 155.
as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 16th. day of January, 1950.

By Hazel Nickelsen
Deputy

Jack A. Packer,
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

MYRTICE RAY CLIFFORD, Plaintiff, vs. LUCILLE EDNA CLIFFORD, Defendant.	DECREE

This cause came on regularly for trial at Chambers, at Idaho Falls, Bonneville County, State of Idaho, on the 23rd day of December, 1949, Holden & Holden appearing for and in behalf and as the attorneys of the above named plaintiff, and no one appearing for or in behalf of the above named defendant, whereupon plaintiff was duly and regularly sworn and examined, and testified for and in his own behalf, and thereupon LaVerl Clifford was duly and regularly sworn and examined, and testified for and in behalf of the above named plaintiff, and thereupon the above named plaintiff rested, and the above named defendant having submitted no proof whatever, for or in her own behalf, this cause was thereupon submitted to the Court for its decision upon the testimony and documentary evidence submitted for and in behalf of the above named plaintiff, and the Court being fully advised in the premises, now finds as follows:

I

That the above named defendant has been duly and regularly served with a true copy of the Summons issued out of said Court, in said cause, attached to which was a true copy of the Complaint filed herein; that defendant has filed herein an appearance, submitting herself to the jurisdiction of this Court, and has refused to plead further in said cause, and has consented to an immediate hearing of this case without further notice to her, either in term time or vacation, in open Court or in Chambers, and has waived the making of Findings of Fact and Conclusions of Law herein, and has

consented that default be entered against her, and the default of said defendant having been duly and regularly entered herein, and the parties hereto having entered into a Stipulation with respect to the custody of the minor child of the plaintiff and defendant, Rae La Lucille Clifford, and the payment of a certain sum each month by the plaintiff to the defendant for the support and maintenance of said minor child, and with respect to the division of the community property of plaintiff and defendant, and it appearing to the Court that said Stipulation is in all respects fair, just and equitable, and the Judge having heard the evidence, and the matter having been submitted, and it appearing that all the allegations contained in plaintiff's Complaint are true, and that the defendant is entitled to the custody of said minor child, and that the plaintiff is entitled to a divorce as prayed for in plaintiff's Complaint, and it further appearing that the defendant is not in the military service of the United States, nor in any branch of service thereof, and the Court being fully advised in the premises;

NOW, THEREFORE, on motion of Holden & Holden, the attorneys of record of the above named plaintiff:

I

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage heretofore and now existing between the above named plaintiff, Myrtice Ray Clifford, and the above named defendant, Lucille Edna Clifford, be, and the same is hereby forever dissolved, set aside and held for naught, and that the above named plaintiff and the above named defendant, and each of them, be, and they are hereby forever absolutely released from all the obligations thereof.

II

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the above named defendant, Lucille Edna Clifford, be, and she is hereby awarded the care, custody and control of the minor daughter of plaintiff and defendant; namely, Rae La

Lucille Clifford; and the plaintiff shall have the right to see and visit said minor daughter of plaintiff and defendant at reasonable times and places, provided, the said plaintiff pays the monthly support for said minor child as herein provided.

III

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the said plaintiff, Myrtice Ray Clifford, pay to the defendant, Lucille Edna Clifford, the sum of $30.00 per month, beginning with the 20th day of December, 1949, and the sum of $30.00 on the 20th day of each and every month thereafter for the support of said minor daughter of plaintiff and defendant, Rae La Lucille Clifford, age fourteen months, until the further order of this Court, or until said minor daughter shall have attained the age of majority.

IV

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the said plaintiff, be, and he is hereby awarded as his sole and separate property and for his sole and separate use and benefit, the following described personal property, to-wit:

> All his personal belongings, clothes and wearing apparel, one chest of drawers, one table and chairs,

and the said defendant is hereby divested of all right, title and interest thereto.

V

IT IS HEREBY FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the said defendant, be, and she is hereby awarded as her sole and separate property and for her sole and separate use and benefit, the following described personal property, to-wit:

> All her personal belongings, clothes, wearing apparel, all miscellaneous household goods and furniture owned by plaintiff and defendant, with the exception of one chest of drawers and one table and chairs,

and the said plaintiff is hereby divested of all right, title and interest thereto.

Dated this 23rd day of December, 1949.

(s) Henry S. Martin
District Judge

STATE OF IDAHO, } ss.
County of Bonneville, }

9144

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree in Case No. 7580, entitled,

Myrtice Ray Clifford, Plaintiff

-vs-

Lucille Edna Clifford, Defendant

Bk, 16 Judgment page 239.

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 16th. day of January, 19 50.

By Hazel Nicholson
Deputy

Jack A. Packer,
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT, IN AND FOR BONNEVILLE COUNTY, STATE OF IDAHO

NOLAN JAMES DEVAULT, PLAINTIFF VS VERGA DEVAULT, DEFENDANT	DECREE OF DIVORCE

This cause came on regularly for trial, in chambers, at Idaho Falls, Idaho, on the 23rd day of December, 1949, L. H. Merrill, Esq. appearing as counsel for the plaintiff, and no one appearing for or on behalf of the defendant; whereupon the plaintiff was duly and regularly sworn and examined and testified for and in his own behalf, and thereupon Miles Carlson was duly and regularly sworn and testified for and in behalf of the above named plaintiff and thereupon the plaintiff rested, and the defendant having submitted no proof whatever for or in her behalf, this cause was thereupon submitted for and in behalf of the plaintiff, and the Court being fully advised in the premises, now finds as follows:

That the above named defendant has been duly and regularly served with a true copy of the summons issued out of the above entitled court in the within cause, attached to which was a true copy of the complaint filed herein; and the defendant has entered no appearance herein and that the default of the defendant has been duly and regularly entered according to law, and the affidavit of non-military service has been entered,

NOW THEREFORE, On motion of L. H. Merrill, the attorney of record of the above named plaintiff,

IT IS HEREBY CONSIDERED, ORDERED, ADJUDGED AND DECREED, That the marriage heretofore and now existing between the above named plaintiff, Nolan James Devault, and the above

named defendant, Verga Devault, be, and the same is hereby, forever dissolved, and each of them be, and they hereby are, restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the defendant, Verga Devault, have and is hereby awarded the care, custody and control of the minor children, by a former marriage, namely, Elaine Bradshaw age 13 years, Robert Bradshaw, age 10 years, and Virgil Dean Bradshaw, age 6 years.

Dated this 23rd day of December, 1949, filed and entered of record.

Henry S. Martin
District Judge

STATE OF IDAHO, }
County of Bonneville, } ss.

8145

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case No. 7581, entitled,

Nolan James Devault, Plaintiff

-vs-

Verga Devault, Defendant

Bk. 16 Judgment page 236,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 16th. day of January, 1950.

By Hazel S. Nickelsen
Deputy

Jack A. Packer,
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

JOE T. MAYEDA,
Plaintiff,
-vs-
JOYCE MAYEDA,
Defendant.

DECREE OF DIVORCE

THIS CAUSE came regularly on to be heard this 30th. day of December, 1949, E. A. Owen, attorney at law, appearing for and on behalf of said plaintiff, and defendant not appearing, either in person or by attorney, and the Court having heard all of the evidence herein and duly considered the same, and it appearing therefrom, to the satisfaction of the Court, that said defendant, Joyce Mayeda, was duly served with a copy of the summons attached to a copy of the complaint herein; that the defendant has filed her appearance and waiver herein and has refused to answer or plead further in said cause, and that the default of said defendant has been duly and regularly entered herein according to law, and it further appearing to the Court, upon the proofs taken herein, that all of the material allegations of the complaint are sustained by the testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in his complaint, and that the Court has jurisdiction of the parties to, and the subject matter of, this action, and the Court being fully advised in the premises:

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and the Court, by virtue of the power and authority therein vested, and

in pursuance of the statute in such case made and provided, does order, adjudge and decree, that the marriage between the plaintiff, Joe T. Mayeda, and the defendant, Joyce Mayeda, be dissolved, and the same is hereby dissolved, accordingly, and the said parties are, and each of them is, freed and absolutely released from the bonds of matrimony and all of the obligations thereof.

Made, dated and entered at Idaho Falls, Idaho, this 30th. day of December, 1949.

Henry S. Martin

District Judge

STATE OF IDAHO, } ss.
County of Bonneville, }

8146

I HEREBY CERTIFY, That the within is a full, true and correct copy of the Decree of Divorce in Case No. 7590, entitled,

Joe T. Mayeda, Plaintiff

-vs-

Joyce Mayeda, Defendant.

Bk. 16 Judgment page 249,

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Idaho Falls, Idaho, this 16th. day of January, 19 50.

By Hazel MacKelsen
Deputy

Jack A. Packer,
Clerk and Ex-Officio Recorder

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF BOUNDARY

VIOLA JEANNIE HIGLEY, Plaintiff,

vs.

CONLEY EDWARD HIGLEY, Defendant,

No. 2343

DECREE

The above-entitled action came on regularly to be heard this 6th day of December, 1949, at open Court in Bonners Ferry, County of Boundary, State of Idaho; the plaintiff appearing in person and by her attorneys, W. J. Nixon and Stephen Bistline; and the defendant appearing not, either in person or by counsel.

Upon said hearing it appearing satisfactorily to the Court that the defendant, Conley Edward Higley, has been duly and regularly served with Summons and Complaint herein as required by law and that said defendant has failed to appear and answer to said Complaint; that the time for answering has expired and the default of said defendant, Conley Edward Higley, has been duly entered according to law on the 6th day of December, 1949; and the Court having heard the testimony introduced on behalf of the plaintiff and in support of her Complaint and having duly considered the law and the evidence and rendered its decision herein writing consisting of Findings of Fact and Conclusions of Law -

NOW, THEREFORE, in accordance with the Findings heretofore entered in said cause, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the plaintiff, Viola Jeannie Higley, be, and she is hereby, granted an absolute decree of divorce from the defendant, Conley Edward Higley, on the ground of extreme cruelty and the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff, Viola Jeannie Higley, have the care, custody and control of the said minor child,

Linda Suzanne Higley, with the right in the defendant, Conley Edward Higley, to visit said minor child at reasonable times provided that he pay $30.00 per month, for each and every month after this decree, to the plaintiff for support of said minor child.

Dated this 6th day of December, 1949.

E. V. BOUGHTON
District Judge.

STATE OF IDAHO, County of Boundary } SS.

Filed Dec 6 1949
recorded Bk 1 Page 511 of Judgments
at ____ o'clock ____ M.

Owen Critchfield
Clerk of District Court
By Frankye Bowman
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BOUNDARY

IDA COULTER, Plaintiff,
vs.
GARNET COULTER, Defendant,

No. 234

D E C R E E

****

The above-entitled action came on regularly to be heard this 6th day of December, 1949, in open Court in Bonners Ferry, County of Boundary, State of Idaho; the plaintiff appearing in person and by her attorneys, W. J. Nixon and Stephen Bistline, and the defendant appearing not, either in person or by counsel.

Upon said hearing it appearing satisfactorily to the Court that the defendant, Garnet Coulter, has been duly and regularly served with Summons and Complaint herein as required by law and that said defendant has failed to appear and answer to said Complaint; that the time for answering has expired and the default of said defendant, Garnet Coulter, has been duly entered according to law on the 6th day of December, 1949; and the Court having heard the testimony introduced on behalf of the plaintiff and in support of her Complaint and having duly considered the law and the evidence and rendered its decision herein in writing consisting of Findings of Fact and Conclusions of Law - ℗

NOW, THEREFORE, in accordance with the Findings heretofore entered in said cause, IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the plaintiff, Ida Coulter, be, and she is hereby, granted an absolute decree of divorce from the defendant, Garnet Coulter, on the ground of extreme cruelty, and the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby, dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff, Ida Coulter, have the care, custody, and control of the minor children, namely: Jeanie Coulter and Judy Coulter, with the understanding that the defendant may visit said children at reasonable times, providing he pays the plaintiff $70.00

per month for the support of said minor children.

Dated this 6th day of December, 1949.

E. V. BOUGHTON
District Judge.

STATE OF IDAHO, ss.
County of Boundary

Filed Dec 12 1949 at 9 o'clock A.M.
recorded Bk 7 Judgments Page 512

Gwen Critchfield
Clerk of District Court

By Frankye Bowman
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF BOUNDARY

RELLA A. ROWLAND,
Plaintiff,
-vs-
ARTHUR E. ROWLAND,
Defendant.

2347

DECREE

The above-entitled action came on regularly to be heard this 14th day of December, 1949, at chambers at the court-house in Sandpoint, Bonner County, Idaho, before the Honorable E. V. Boughton, sitting without a jury. The plaintiff appeared in person and by and through her attorney Stephen Bistline, and the defendant appeared not, neither in person nor by counsel.

Upon said hearing it appearing satisfactorily to the Court that the defendant Arthur E. Rowland, having been duly and regularly served with Summons and copy of Complaint herein as required by law, has failed to appear and answer to said complaint and that the time for answering has expired and the default of the said defendant duly entered according to law on the 14th day of December, 1949, and; the Court having heard the testimony introduced on behalf of the plaintiff, and having duly considered the law and evidence and rendered its decisions herein writing consisting of Findings of Fact and Conclusions of Law, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED and DECREED that the plaintiff Rella A. Rowland be, and she is hereby, granted an absolute decree of divorce from the defendant Arthur E. Rowland, on the ground of extreme cruelty, and the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby, forever dissolved.

Dated this 20 day of December, 1949.

E. V. BOUGHTON
Judge of the District Court

STATE OF IDAHO } ss.
County of Boundary }
Filed Dec 21 1949 at 9:15
Recorded Bk 7 Judgments Page 515
Owen Cuthbertson
Clerk of District Court
By
Deputy

356816

8150

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

* * * * * * *

MARY JOHNSON,

Plaintiff,

-vs-

EARL JOHNSON,

Defendant.

FILED
A.M. 3:37 P.M.
DEC 12 1949
[illegible] CLERK
[illegible] DEPUTY

DECREE OF DIVORCE

* * * * * * *

THIS CAUSE Coming regularly on to be heard this 12 day of Dec, 1949, plaintiff appearing, together with her attorney, Earl E. Garrity of Nampa, Idaho, and defendant not appearing by counsel or otherwise; and it appearing to the Court that summons in this cause has been served upon the defendant personally in Nampa, Canyon County, Idaho, and that the time for making appearance has elapsed, and the defendant, Earl Johnson, has failed to appear, answer or plead to plaintiff's complaint herein within the time allowed by law; and it appearing to the Court that the defendant is not in the military forces of the United States, and that default of the defendant was duly and regularly entered herein on the 12 day of Dec, 1949;

WHEREUPON, Evidence was introduced on behalf of the plaintiff and the cause submitted, whereupon, the Court took the matter under advisement, and it appearing that the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and that the plaintiff is entitled to the relief prayed for.

NOW, THEREFORE, On motion of Earl E. Garrity, attorney for the plaintiff, and by virtue of the law and by reason of the premises aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That plaintiff shall have, and she is hereby granted, a divorce from the defendant on the grounds of extreme cruelty, and that the bonds of matrimony existing between plaintiff and defendant are hereby dissolved, and said parties, and each of them, are hereby restored to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the care, custody and control of Danny and Timothy, minor children of the parties, is awarded to the plaintiff herein, and that the defendant shall have the right to visit said minor children, and be visited by them, at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and this does hereby ORDER, ADJUDGE AND DECREE, That the defendant pay to the plaintiff the sum of Twenty-Five ($25.00) Dollars per month for the care and maintenance of each minor child, Payable 10th & 25th of each month.

Done in open court this 12 day of Dec, 1949, at Caldwell, Idaho.

Thomas E Buckner
DISTRICT JUDGE

State of Idaho }
County of Canyon } ss.
I hereby certify that the foregoing document is a true and correct [illegible] same appears in the records.
DATED
December 12, 1949
S. S. Payne, Clerk of the District Court
and Ex-Officio Auditor
By A. Lowell

356799

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CANYON COUNTY.

FILED
12:2 A.M. P.M.
DEC 12 1949
S. S. PRATT, Clerk
Deputy

VIOLA B. ROBINSON,
Plaintiff,
-vs-
HAROLD P. ROBINSON,
Defendant.

DECREE OF DIVORCE

On this 12th day of December, 1949, this cause came regularly on for trial, the plaintiff appearing and with her witnesses and being represented by Geo. H. van de Steeg, her attorney, and the defendant appearing by Dean E. Miller, one of his attorneys of record in the cause, and thereupon the Court proceeded with the trial of the cause, and plaintiff and her witnesses were duly sworn to testify, and did testify, and the plaintiff having rested, the defendant declined to submit any evidence at all, and the Court being now fully advised in the premises, and counsel for the respective parties having stipulated in open court that Findings of Fact and Conclusions of law in writing be waived, finds that the allegations contained in plaintiff's complaint are fully substantiated by competent evidence and are true, and further finds, in respect of the community property of the parties that the said property has been divided by mutual agreement of the parties and that each of the parties has now in his and/or her possession their respective shares or portions of said community property as so divided by and between them; that the plaintiff is entitled to a decree of divorce and to the care, custody and control of the minor child, the issue of the marriage between the said parties, and that the defendant should be required to contribute to the support of said child the sum of Thirty and 00/100 Dollars per month, and that division of the community property as made by the parties should be approved and confirmed by the court.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony now existing between the said parties be, and the same hereby are, dissolved and set at naught, and the plaintiff is hereby granted a divorce from and against the said defendant.

It is further ordered, adjudged and decreed that the custody of Deanna Lee Robinson, the minor child the issue of the marriage between the said parties, be and hereby is awarded to the plaintiff, Viola B. Robinson.

It is further ordered, adjudged and decreed that the defendant be, and he hereby is, required and commanded to pay to the plaintiff for the support of said minor child the sum of Thirty and 00/100 Dollars ($30.00) per month, commencing from the date of this decree and continuing until the further order of this court.

It is further ordered, adjudged and decreed that the division of the community property as made by and between the parties by their own mutual agreement whereby each of the said parties took into possession the portion or share it was mutually agreed each was to have, be and hereby is confirmed and approved, and the said property as so divided shall henceforth be the sole and separate property of the said parties now having the possession thereof pursuant to their mutual agreement of the division thereof.

Done in open court this 12th day of December, 1949.

Thomas E. Buckner

Thomas E. Buckner

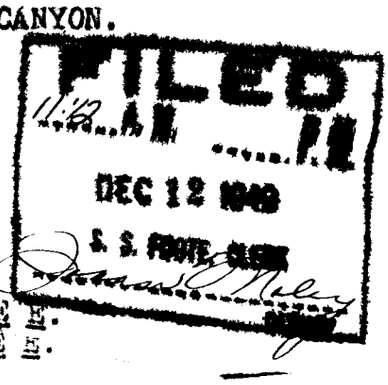
District Judge.

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
Dec. 12, 1949
S. S. Poore, Clerk of the District Court and Ex Officio Recorder.
By Susan D. Maley
Deputy

356800

8152

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT, OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.



MARJORY M. BARRETT,

Plaintiff,

- vs -

CARL C. BARRETT,

Defendant.

D E C R E E.

THIS CAUE, Came on regularly for hearing, this 12th day of December, 1949, upon the complaint herein, the proof and testimony in said action.

AND THE COURT FINDS, That the defendant, Carl C. Barrett, was regularly served with Summons, in Nampa, Canyon County, Idaho, and that he is not now, engaged in any branch of the Military Service of the United States, and the defendant having failed to appear in this action in the time allowed by law or at all, default has been duly entered herein;

That the material allegations of the complaint are true, Therefore; plaintiff is entitled to a decree of divorce upon the grounds of Extream Cruelty, for the restuation of her maiden name; to her attorney fee in the sum of $75.00 and her cost incurred herein, Therefore:

IT IS ORDERED, ADJUDGED AND DECREED, By this Court:

1. That the bonds of matrimony existing between the plaintiff and defendant are dissolved, and they are hereby absolutly divorced from each other;

2. That the plaintiff's maiden name, ie: Marjorie M. Wolfe, is hereby stored to her;

3. That the plaintiff recover her attorny fee in the sum of $75.00 together with her cost in the sum of $20.00.

Dated this 12th day of December, 1949.

Thomas E Buckner
District Judge.

State of Idaho
County of Canyon } ss

I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,

DATED

Dec. 12, 1949

S. S. Foore, Clerk of the District Court and Ex Officio Recorder.

By Laura Macy

Deputy

356955

8153

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FILED
9:22 A.M. ..... P.M.
DEC 16 1949
S. J. VOOTE, CLERK
A. Lowell
DEPUTY

DORIS STUMBAUGH,

Plaintiff,

-vs-

WILLIAM STUMBAUGH,

Defendant.

DECREE OF DIVORCE.

ACTION FOR DIVORCE

THIS CAUSE COMING ON FOR TRIAL, This 15th day of December A. D., 1949, Walter R. Cupp, of Caldwell, Idaho, appearing as attorney for the plaintiff: and default having been regularly entered against the defendant, William Stumbaugh for failure to appear and answer; and it appearing that the defendant, William Stumbaugh, has been duly served with summons within the State of Idaho by Carl L. Riggs, a dupty Sheriff of Canyon County, State of Idaho, who made service of the Summons personally upon the defendant, William Stumbaugh, by delivering personally to said defendant, William Stumbaugh, a copy of Summons with a copy of the Complaint herein, annexed thereto, in Canyon County, State of Idaho; and that more than twenty days have elapsed since the personal service of the Summons and Complaint upon the said defendant; and it appearing from testimony presented at the trial that the defendant, William Stumbaugh, is guilty of extreme cruelty upon plaintiff as defined by law and as charged in the complaint;and

IT APPEARING FURTHER That there is no real property belonging to plaintiff and defendant, acquired during coventure of this marriage; that there is one child the issue of this marriage, namely, Marilyn Lee, age over two years; now in the personal care and custody of the plaintiff, and said defendant is well able to do so and should contribute to said plaintiff for the support of said child, and

IT STILL FURTHER APPEARING, By affidavit of plaintiff that said defendant is not now on active duty with the Military Service of the United States, nor with any of her allies at war, nor associated, nor obligated therewith as set forth in order of this Court and default having been ordered and regularly entered pursuant to conditions and requirements of Act of Congress approved October 17th. 1940, (Public No. 861 - 76th Congress-Chapter 88 - 3rd Session) as Amended October 6th. 1942, (Public No. 732-77th. Congress-Chapter 481, 2nd Session); and

NOW THEREFORE IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony existing between the plaintiff, Doris Stumbaugh, and the defendant, William Stumbaugh, be and the same are hereby dissolved absolutely on the grounds of extreme cruelty; and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the defendant may have the custody, care and control of said minor child, namely, Marilyn Lee, age over two years; and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, That the defendant, William Stumbaugh, pay to the defendant the sum of Thirty ($30.00) Dollars per month for the support of plaintiff and said child; that said payment be made in United States money on or before the 10th. day of January, A. D. 1950 and on or before the 10th. day of each succeding month until further order of this Court.

DONE IN OPEN COURT THIS 15th. day of December, A. D. 1949.

Thomas E Buckner
Judge.

State of Idaho)
County of Canyon) ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
December 16, 1949
S. S. Peone, Clerk of the District Court and Ex Officio Recorder.
By D. Lowell
Deputy

357387 8154

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT,
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FILED
9:10 A. M. P. M.
DEC 28 1949
S. J. FOOTE, CLERK
N. Lowell
DEPUTY

EDITH K. KING,

Plaintiff,

vs.

JOHN L. KING,

Defendant.

DECREE OF DIVORCE.

6

This cause came regularly on for hearing before the above entitled court, this 26th day of December, 1949, Frank E. Meek appearing as counsel for the plaintiff and the defendant having been regularly and duly served with summons and complaint in said action, and it further appearing that the defendant is not a person in the military service of the United States of America, as defined by any Act of Congress, or State Legislation, and the defendant having failed to appear herein in person or by counsel, or to plead to said complaint within the time required by law, and his default for having failed to appear or plead to said complaint having been duly entered on the 26th day of December 1949.

Witnesses were sworn and testified on behalf of the plaintiff and the court having considered all the evidence and testimony in this action, and it having been made to appear to the Court that the plaintiff and defendant were inter-married at Ozark, Missouri, on the 22nd. day of October, 1938, and ever since said date have been and now are wife and husband.

That the plaintiff is now and for more than six weeks last past immediately preceding the commencement of this action, has been a bona fide resident of the State of Idaho; that there are no property rights to be adjudicated in this action; that there has been one child born as the issue of said marriage, to-wit, Helen Judith King, seven years of age.

And the court being fully advised in the premises, and being of the opinion that all the material allegations contained in the complaint of the plaintiff on file herein are true and correct; that the defendant is guilty of extreme cruelty towards the plaintiff.

It is hereby ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony now existing between plaintiff and defendant, be dissolved and held for naught, and the plaintiff and defendant are hereby absolutely divorced from each other.

That plaintiff be granted sole custody and control of said Helen Judith King, the minor child of the parties hereto, subject to the right of the defendant to visit said child at reasonable and proper times.

Done in open Court this 26th day of December 1949

Thomas E Buckner
District Judge.

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
December 28, 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By D. Powell
Deputy

X

357505

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
A.M. 4:22 P.M.
DEC 30 1949
A. D. FOOTE, CLERK
By [illegible] Deputy

WILLIAM ELMER CASPER,

Plaintiff,

vs

JIMMY GUNN CASPER,

Defendant.

JUDGMENT AND DECREE

THIS CAUSE coming on regularly to be heard on the 26 day of December, 1949, before the Court without a jury, and the Plaintiff appearing in person and by his attorney, Thos. Y. Gwilliam, and the Defendant not appearing in person or by counsel and it appearing to the Court that summons, in the above entitled action has heretofore been duly and regularly issued and due service of process had upon said defendant, and that the time for answering, demurring, or appearing has expired; that the default of said Defendant, JIMMY GUNN CASPER, for failing to appear, answer or demur within the time prescribed by law, has been heretofore duly entered; and an affidavit stating the Defendant is not in the Military Service of the United States having been filed herein:

WHEREUPON, evidence duly corroborated, as required by law, was introduced by the Plaintiff, from which it appears that the allegations of Plaintiff's complaint on file herein are sustained by testimony free from all obligations as to competency, admissibility and sufficiency; and it further appearing that said matters in said complaint alleged and proved are sufficient to entitle the Plaintiff to the relief prayed for in said complaint, and the case being closed, and the law and premises being fully understood

by the Court, the Court at this time makes and renders this final judgment and decree:

WHEREFORE, it is ORDERED, ADJUDGED AND DECREE, and this does, ORDER, ADJUDGE, AND DECREE:

1. That the bonds of matrimony now existing between Plaintiff and Defendant be, annuled and held at naught.

2. That the Defendant's maiden name of Jimmy Gunn is hereby restored to her.

Dated and signed this 26 day of December, 1949.

Thomas E Buckner

State of Idaho } ss.
County of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office,
DATED
December 30 1949
S. S. Foote, Clerk of the District Court and Ex Officio Recorder.
By J Powell Deputy

5272

8156

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

.....

EULA M. HANEY, PLAINTIFF, VS. WILLIAM HANEY, DEFENDANT.	DECREE OF DIVORCE .....

THIS CAUSE came on regularly to be heard this 29th day of November, 1949 before Honorable Kales E. Lowe, one of the District Judges of the Eleventh Judicial District of the State of Idaho, in and for the County of Cassia, at Burley, Idaho.

The plaintiff appeared with her attorney, Henry W. Tucker; and the defendant appeared neither in person nor by counsel; and it appearing to the satisfaction of the Court that the defendant William Haney has been duly served personally with process herein, and has not made any appearance herein, or filed demurrer or answer herein; and that the time for appearing, demurring, or answering to the complaint herein has expired; and that the Clerk of the above-entitled Court has duly entered the default of the said defendant after filing the affidavit required by the provisions of the Soldiers' and Sailors' Civil Relief Act as amended,

WHEREUPON, the Court proceeded to the hearing. Witnesses on behalf of the plaintiff in support of the allegations of her complaint were duly sworn and testified, and the evidence being closed, and the Court being fully advised in the premises, after deliberation did order plaintiff to have judgment against the defendant as herein set forth:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1.

That the bonds of matrimony now existing between plaintiff and defendant be, and they are hereby dissolved, and plaintiff and defendant restored to the status of single persons, and released from all further obligations of and from said marriage.

2.

That the plaintiff be, and she is hereby awarded sole control and custody of the child Dennis Haney, of the approximate age of nine years, adopted son of plaintiff and defendant, during the minority of said child; and that the defendant be permitted at reasonable times to visit said child.

Dated at Burley, Idaho this 29th day of November, 1949.

s/ Kales E. Lowe

District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm. Laugh Jr. the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true and correct copy of "Decree of Divorce" in the case of Eula M. Haney vs William Haney -- Case #5272

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 10 th day of December, 1949.

Wm. Laugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder,
Cassia County, Idaho

By Floyda Hunter
Deputy

8157

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA.

- - - - - - - - - - -

ELWOOD J. EDWARDS, Plaintiff,	)	
vs.	)	DECREE OF DIVORCE
ANNA LOUISE EDWARDS, Defendant.	)	

- - - - - - - - - - -

THIS CAUSE came on regularly to be heard at chambers, at Burley, Cassia County, Idaho, before Honorable Jules E. Lowe, one of the District Judges of the Eleventh Judicial District of the State of Idaho, on the 20th day of Dec. A. D., 1949, the plaintiff appearing by two competent witnesses and by his attorney, Dean Kloepfer; and it appearing to the satisfaction of the Court that the defendant herein received service of process in the City of Springfield, State of Ohio, and that she, the said defendant herein, has filed in this Court and Cause, her voluntary and personal appearance wherein and whereby she waived statutory time in which to file further appearance and consented that this action might be heard at any time, either at Chambers or in open Court, and did refuse to plead further; and did certify that she is not and for more than six (6) months last past has not been in the Military Service of the United States or its allies; and the default of the said defendant having been regularly entered;

WHEREUPON, the Court proceeded to the hearing herein, and witnesses on behalf of the plaintiff were sworn and examined and the cause was submitted to the Court herein for decision; and it appearing to the satisfaction of the Court that all of the allegations of the Complaint are sustained by evidence free from all legal exceptions as

to its competency, admissibility or sufficiency; and it appearing that the matters to alleged are true and correct and are sufficient to entitle the plaintiff to the relief prayed for in plaintiff's complaint, and the Court having heard the evidence and being fully advised in the premises, did order that the plaintiff have judgment herein as hereinafter set forth;

NOW, THEREFORE, by virtue of the law and by reason of the premises aforesaid, it is HEREBY ORDERED, ADJUDGED AND DECREED:

I.

That the bonds of matrimony now existing between the plaintiff and defendant be dissolved, annulled, and held for naught, and the said plaintiff and defendant are hereby restored to the status of single persons.

DATED This 20th day of Dec A.D., 1949.

s/ Fales E Lowe
District Judge

CERTIFICATE OF TRUE COPY

STATE OF IDAHO }
County of Cassia } ss.

I, Wm Baugh Jr., the duly elected, qualified and acting Clerk of the District Court, ex-Officio Auditor and Recorder of the County of Cassia, State of Idaho, do hereby certify the hereto attached instrument to be a full, true and correct copy of "Decree of Divorce in the case of Elwood J. Edwards vs Anna Louise Edwards

now of record in my office at Burley, Idaho

IN WITNESS WHEREOFF, I have hereunto set my hand and affixed my official seal this 3rd day of January, 1950

Wm Baugh, Jr.
Clerk of the District Court, Ex-Officio Auditor and Recorder, Cassia County, Idaho

By Linda Hunter
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CLEARWATER COUNTY

BEULAH I. ZAMZOW,

Plaintiff,

-vs-

ELMER H. ZAMZOW,

Defendant

Case No. 2215
Filed December 2 1949
at 4:00 o'clock P.M.
Gayle Hayden Clerk
By: Helen L. Huff, Deputy

D E C R E E

In the above entitled cause an order having been heretofore duly made and entered deisgnating Mary Elizabeth Scarlett to take the Testimony in the above entitled cause and report the same to this Court, and said testimony having been so taken and submitted, and it appearing therefrom that the plaintiff is entitled to a divorce as prayed for and it further appearing that the said defendant is in default after having been duly and regularly served with summons and complaint,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between the plaintiff and defendant be dissolved and the parties are hereby released from all obligations of said marriage.

DATED this 1 day of December, 1949.

A. L. Morgan
A.L. Morgan, District Judge.

Recorded in Book 3 of Judgment at Page 334
Gayle Hayden, Recorder By Bertie Graham, Deputy

STATE OF IDAHO)
County of Clearwater) ss.

I, Gayle Hayden, Clerk of the District Court and Ex-Officio Recorder in and for the County and State aforesaid, do hereby certify that the foregoing is a full, true and correct copy of the original decree as the same appears of record in my office.

WITNESS my hand and seal of said Court this 1 day of December 49

Gayle Hayden
CLERK OF THE DISTRICT COURT
AND EX-OFFICIO RECORDER

By Bertie Graham
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR CLEARWATER COUNTY

MARION L. ROSE,

Plaintiff

vs.

VIRGINIA FRANCES ROSE,

Defendant

Case No. 2204
Filed Dec 2 1949
at — O'Clock — M.
Gayle Hayden
Clerk

DECREE

The above entitled cause came on duly and regularly for hearing and trial before the Honorable A. L. Morgan, Judge of the above entitled Court in open court, at Orofino, Idaho, on the 2nd day of ~~November~~ December, 1949; the plaintiff appearing in person and with his counsel, Warren F. Gardner, and the defendant not appearing, and no one appearing for or on her behalf, after the default of the defendant had been duly and regularly entered in the premises for her failure to answer or demur to plaintiff's Complaint or in any way appear herein within the time allowed to her by law therefor, after she had been duly and regularly served with Summons in this action by publication thereof, and the Court having heard the evidence adduced on behalf of the plaintiff, and having examined the records and files of this action, and having made and entered its Findings of Fact and Conclusions of Law;

NOW, ON THIS DAY, on motion of the attorney for the plaintiff, the following decree is made and entered by the Court:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the bonds of matrimony now and heretofore existing between the plaintiff, Marion L. Rose, and the defendant,

Virginia Frances Rose, be, and the same hereby are, forever dissolved; and that the plaintiff be, and he hereby is, returned to the status of a single person.

Dated this 2nd day of ~~November~~ December, 1949.

A. L. Morgan
District Judge

Recorded in Book 2 of Judgments at Page 225
Gayle Hayden, Recorder By Bertie Graham, Deputy

STATE OF IDAHO,
County of Clearwater } ss.

I, GAYLE HAYDEN, Clerk of the District Court and Ex-Officio Auditor and Recorder of Clearwater County, State of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the original record in my office.

WITNESS my hand and official seal this 2 day of December, A. D. 1949.

Gayle Hayden
CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER
By Bertie Graham
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

* * *

FLORENCE M. CARPENTER,

Plaintiff,

-vs-

ONIS D. CARPENTER,

Defendant.

DECREE

* * *

The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, in chambers at Boise, in the County of Ada, State of Idaho, upon the 1st day of December, 1949, the plaintiff appearing in person and by her attorney, Perce Hall, and the defendant appearing not, neither in person, by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant Onis D. Carpenter had been duly and regularly served with summons in this action in the manner provided by law and that said defendant had failed to appear and answer, demur or otherwise plead to the plaintiff's complaint within the time allowed by law, and the default of said defendant having been duly entered according to law and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of her complaint and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's complaint in favor of the plaintiff and against the defendant and finds that the defendant has been guilty of extreme cruelty towards the plaintiff

and that by reason thereof the plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the plaintiff and the defendant dissolved and that the plaintiff is entitled to have awarded to her the community property hereinafter described, NOW, THEREFORE;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff Florence M. Carpenter and the defendant Onis D. Carpenter be and the same are hereby dissolved and that the plaintiff be and she is hereby divorced from said defendant;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff have and she is hereby awarded, to have and to hold the same as her sole and separate property, the following described personal property, to-wit:

One Twenty-seven foot Zimmer-White Trailer House, subject to Conditional Sale Contract.

Done in Chambers at Boise, in the County of Ada, State of Idaho, this 1st day of December, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE.)

I, James A. O'Neill, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 3 day of December, 1949.

James A. O'Neill
Clerk of the District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

* * *

ZELMA LEWIS,

Plaintiff,

-vs-

WILLIAM WALKER LEWIS,

Defendant.

D E C R E E

* * *

The above entitled cause came on regularly to be heard and tried before the Court, sitting without a jury, in chambers at Boise, in the County of Ada, State of Idaho, upon the 9th day of December, 1949, the plaintiff appearing in person and by her attorney, Perce Hall, and the defendant appearing not, neither in person, by attorney nor otherwise;

Upon said hearing it appeared to the satisfaction of the Court that the defendant William Walker Lewis had been duly and regularly served with summons in this action in the manner provided by law and that said defendant had failed to appear and answer, demur or otherwise plead to the plaintiff's complaint within the time allowed by law, and the default of said defendant having been duly entered according to law and the Court having heard the testimony introduced in behalf of the plaintiff and in support of the allegations of her complaint and the cause having been submitted;

After duly considering the testimony introduced herein the Court finds the issues upon the plaintiff's complaint in favor of the plaintiff and against the defendant and finds that the

defendant has been guilty of extreme cruelty towards the plaintiff and that by reason thereof the plaintiff is entitled to have the bonds of matrimony heretofore and now existing between the plaintiff and the defendant dissolved;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff and the defendant be and the same are hereby dissolved and that the plaintiff be and she is hereby divorced from said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the care, custody and control of Leonard Lewis, minor child of the plaintiff and the defendant, be and the same are hereby awarded to the plaintiff and that the defendant shall pay to the plaintiff towards the support and maintenance of said minor child the sum of $ 25.00 on or before the 1st day of each and every month hereafter and that the defendant shall continue to make such payments until such child reaches the age of majority.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the care, custody and control of Lloyd William Lewis, minor child of the plaintiff and the defendant, be and the same are hereby awarded to the defendant.

Done in Chambers at Boise, in the County of Ada, State of Idaho, this 9th day of December, 1949.

CHARLES E. WINSTEAD
District Judge

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE.)

I, James A. O'Neill, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Elmore, do hereby certify that the foregoing is a full, true and correct copy of a DECREE now on file and of record in my office in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 20 day of December, 1949.

James A. O'Neill
Clerk of the District Court

By _____
Deputy

(Case #2154)

8162

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM

F I L E D
DEC 27, 1949
Lillian M. Campbell,
Clerk

LOYAL E. HUGHES,

Plaintiff,

vs.

NETTIE HUGHES,

Defendant.

DECREE OF DIVORCE

(COPY)

This cause came on regularly to be heard by the court on the 27th day of December, 1949, the plaintiff appearing with his attorneys, Louie Gorrono and J. P. Reed, and the defendant making no appearance. It appearing to the court that summons in this action was duly served upon the defendant and that the defendant has failed to appear herein and plead to the complaint of the plaintiff within the time allowed by law, and a proper affidavit of military status being on file herein showing that the defendant is not in the military service of the United States of America, thereupon, by order of this court, the default of the defendant has been duly entered and filed herein. Thereupon the court heard the evidence of plaintiff in support of his complaint, with due corroboration thereof, and from said evidence the court finds that the allegations of plaintiff's complaint are true, and that plaintiff is entitled to the relief therein prayed for. Wherefore, pursuant to the law and the evidence, the court now renders judgment in favor of plaintiff and against the defendant as follows, to-wit:

I.

It is hereby ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between plaintiff and defendant, be, and they are hereby, absolutely dissolved; amd plaintiff and defendant are hereby restored to their former ststus of unmarried persons.

II.

It is hereby further ordered, adjudged and decreed by the court that the custody of the minor children of plaintiff and defendant, to-wit, Shirley Lee Hughes, Ernest Loyal Hughes, Donald Phillip Hughes and Richard Clark Hughes, be, and the same is, hereby awarded to the plaintiff, Loyal E. Hughes; but that the defendant, Nettie Hughes, shall have the right to visit said children at reasonable times and reasonable places and under reasonable circumstances.

III.

It is hereby further ordered, adjudged and decreed by the court that the written property settlement agreement between plaintiff and defendant, bearing date the 20th day of December, 1949, now on file in this court in this action, be, and the same is, hereby approved, ratified and confirmed by this court and made a part of this decree.

Dated this 27th day of December, 1949.

Thomas E. Buckner ,

District Judge.

STATE OF IDAHO,)
) SS.
COUNTY OF GEM.)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a full, true and correct copy of the Decree of Divorce filed in my office on December 27th, 1949, and being a part of the files in the case of Loyal E. Hughes vs. Nettie Hughes, and recorded on page 575 of Book C of Judgment Records of Gem County, Idaho. (Case No. 2154)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 28th day of December, 1949.

Lillian M. Campbell
Clerk of the District Court
Gem County, Idaho

(Case #2155)

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM

F I L E D
DEC 27, 1949
Lillian M. Campbell, Clerk

ADA ELLA DEWEY,

Plaintiff,

vs.

HORACE R. DEWEY,

Defendant.

DECREE OF DIVORCE

Copy

This cause came on regularly to be heard by the court on the 27th day of December, 1949, the plaintiff appearing with her attorneys, Louie Gorrono and J. P. Reed, and the defendant making no appearance. It appearing to the court that summons in this action was duly served upon the defendant and that the defendant has failed to appear herein and plead to the complaint of plaintiff within the time allowed by law, and a proper affidavit of military status being on file herein, showing that the defendant is not in the military service of the United States of America, thereupon, by order of this court, the default of the defendant was duly entered and filed herein. Thereupon the court heard the evidence of plaintiff in support of her complaint, with due corroboration thereof, and from said evidence the court finds the material allegations of plaintiff's complaint to be true, and that plaintiff is entitled to the relief therein prayed for. Wherefore, pursuant to the law and the evidence, the court now renders judgment in favor of plaintiff and against the defendant as follows, to-wit:

I.

It is hereby ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between plaintiff and defendant be, and they are, hereby absolutely dissolved; and that the plaintiff and defendant are hereby restored to their former status as unmarried persons.

II.

It is hereby further ordered, adjudged and decreed by the court that the community real and personal property of plaintiff and defendant described in plaintiff's complaint is hereby alloted to plaintiff and converted into her sole and separate property, and that all the right, title and interest of plaintiff and defendant in and to that certain written contract for the sale of real property, bearing date the 8th day of September, 1947, between H. P. Burmood and Olivene N. Burmood, as vendors, and H. R. Dewey and Ada Dewey, as vendees, is hereby converted into the sole and separate property of plaintiff herein, together with all the right, title and interest of said vendees in and to the following described real property, in Emmett, Gem County, Idaho, to-wit:

> A tract of land in the SW¼ of the NW¼ of Section 8, Township 6 North, Range 1 W. B. M., described as follows: From the NW corner of said SW¼ of the NW¼, run south on section line 636.25 feet; thence east parallel to the ¼-¼ section line 266.90 feet to the point of beginning of the land being described; run thence east parallel to the ¼-¼ section line 60 feet; thence north parallel to the section line 140 feet; thence west paralèle to the ¼-¼ sec- line 60 feet; thence south 140 feet to said point of beginning.

Done in open court this 27th day of December, 1949.

Thomas E. Buckner

District Judge.

STATE OF IDAHO,)
) SS.
COUNTY OF GEM.)

I, Lillian M. Campbell, the duly elected, qualified and acting Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for Gem County, do hereby certify that the foregoing is a full, true and correct copy of the Decree of Divorce filed in my office on December 27th, 1949, and being a part of the files in the case of Ada Ella Dewey vs. Horace R. Dewey, and recorded on page 576 of Book C of Judgment Records of Gem County, Idaho. (Case No.2155)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 28th day of December, 1949.

Lillian M. Campbell
Clerk of the District Court
Gem County, Idaho

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

J. E. PELHAM,	)	No. 5191 Entered
Plaintiff,	)	DECREE
vs.	)	
INA PELHAM,	)	Recorded Vol 9 page 46 Judgts. DEC 9 1949 Carl T. Reuter
Defendant.	)	Bob J Waite

The above entitled cause came on duly and regularly for hearing on this 9th day of December, 1949, before the Honorable Leo McCarty, Judge of the above entitled court. The plaintiff appeared in person and by his attorney of record; neither the defendant, nor any person or persons in his behalf appeared.

It appearing to the court that the defendant was duly and regularly personally served with summons and complaint in the County of Los Angeles, State of California, on the 27th day of October, 1949, pursuant to an order of this court for personal service of summons and complaint outside the State of Idaho, in lieu of publication of summons, and that the defendant has failed to appear, answer, demur, or otherwise plead to said summons and complaint within the time allowed by law, and that she is in default, the time for such appearance having expired, and the default of the defendant having been duly and regularly entered herein;

It appearing also from the files herein, and particularly from plaintiff's affidavit, that the defendant is not, nor has she at any time since the filing of the complaint in this cause, been engaged in the military service of the United States of America or her allies, and evidence having been presented by and on behalf of the plaintiff, and it appearing therefrom that the allegations of

PAUL G. EIMERS
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
GRANGEVILLE, IDAHO

the complaint filed herein are true; and said cause having been submitted to the court, and the court being fully advised;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED: That the plaintiff, J. E. PELHAM, be, and he is hereby granted an absolute divorce from the defendant, Ina Pelham, and the bonds of matrimony heretofore existing between them are forever dissolved.

Done at Chambers at Lewiston, Idaho, this 9th day of December, 1949.

LEO McCARTY
District Judge

CERTIFICATE

STATE OF IDAHO } ss.
County of Idaho }

I, [illegible], Clerk of the District Court of the Tenth Judicial [illegible] of the State of Idaho, in and for the County of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the Record and Instrument it purports to be, together with the endorsements thereon in the case of J. E. Pelham, Plaintiff vs. Ina Pelham, Defendant; as the same appears of record in my office in Book 9 Judgment Record on page 46 thereof.

WITNESS my hand and official seal this 3 day of Jan., A. D., 1950, at Grangeville, Idaho.

CARL T. REUTER, Clerk of District Court
By Bob J. Waite, Deputy

(Seal)

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

No. 5193 Entered

FILED
AT ... O'CLOCK ... M.
DEC 20 1949
CARL T. REUTER
Clerk of District Court
By Bob J. Waite Deputy

JEAN R. DYER,

Plaintiff,

-vs-

REX M. DYER,

Defendant.

DECREE OF DIVORCE

This cause came on for hearing the 20 day of December, 1949 before the above entitled court, the Honorable Leo McCarty, District Judge, presiding, sitting in chambers at Lewiston, Nez Perce County, State of Idaho, the plaintiff appearing by her attorney John A. Carver, Jr., Esq., of Boise, Idaho and the defendant not appearing either in person or by attorney;

Upon said hearing it appearing to the satisfaction of the court from the records filed and proceedings in the above entitled action that the defendant herein, Rex M. Dyer, was duly and regularly served with process in the manner required by law, and the defendant having failed otherwise to appear and having failed to answer, demur, or otherwise plead to the complaint of the plaintiff herein, the time for so doing having expired, and it satisfactorily appearing to the court from the affidavit filed by the said plaintiff that the said defendant is not in the military service of the United States of America in any capacity whatsoever, and the default of the said defendant, Rex M. Dyer, for his failure to otherwise appear and to answer, demur or otherwise plead to said complaint having been duly entered according to law,

THEREUPON witnesses were sworn, testimony taken and evidence adduced, whereby it appeared to the satisfaction of the court that the allegations contained in the plaintiff's complaint are true and supported by competent and legal evidence; and it further appeared that the parties hereto have heretofore on the 9th day of December, 1949 entered into a separation agreement in words and figures as follows, to-wit:

SEPARATION AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of December, 1949, by and between JEAN R. DYER of Grangeville, Idaho County, Idaho, hereinafter known as the Wife, and REX M. DYER, of Grangeville, Idaho County, Idaho, hereinafter known as the Husband,

WITNESSETH:

(1) WHEREAS, the Wife and the Husband have heretofore ceased to live together, and irreconcilable differences which have arisen render it impossible for them hereafter to live together as husband and wife; and

(2) WHEREAS, the parties have as issue of said marriage minor children as follows, to-wit: Patricia Dyer, aged 10 years and Arch Newton Dyer II, aged 8 years; and

(3) WHEREAS, the parties have agreed among themselves on a settlement of all property rights and differences existing between them, and for the welfare of the said children, and for the purpose of settling all their differences, in consideration of the premises they have entered into the following agreement with each other, to-wit:

(4) That neither of them, the Wife and Husband, shall molest the other of them or compel or endeavor to compel the other of them to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights or otherwise howsoever.

(5) It is understood and agreed that there are debts of the community, the following list of which is not exclusive:

Income Tax, State and Federal, 1949		$415.00 (Est.)
Note payable to A. N. Dyer		500.00
Property taxes, 1949		59.57
Current bills:		
Bon Marche, Spokane (Rug)	$506.76	
Hirzels Music (Clarinet for Patsy)	31.00	
Style Shop (Clothes)	13.08	
Dr. Soltman	23.00	
Dairy	12.60	
Owl Drug	3.35	
Miller Hardware	23.99	663.68
		$1638.25 (Est.)

(6) The Husband agrees to pay and discharge, from 1949 savings so far as possible, and thereafter from the other liquid assets of the community, all of the community debts above listed, together with all the debts of the community not listed, and attorney's fees of the Wife as hereinafterprovided.

(7) The Husband agrees to execute and deliver to the Wife a quitclaim deed to the following described real property, being the premises occupied by the Wife and the Husband heretofore as a residence, to-wit:

> Lot 1, Idaho Addition to the City of Grangeville, Idaho, according to the plat thereof as the same is on file with the County Recorder of the County of Idaho, State of Idaho.
>
> Together with all the tenements, appurtenances, hereditaments thereunto appertaining, and including all furniture and fixtures and personal property therein, the same to be the sole and separate property of the wife, absolutely.

(8) The Husband agrees to pay to the Wife the sum of $450.00 as and for attorney's fees for the attorney of the said Wife for services heretofore rendered, of which amount $150.00 has previously been paid, receipt of the balance of which sum is hereby acknowledged.

(9) The Wife shall have the sole custody and control of the minor children of the Wife and Husband, subject to the rights of the Husband to visit the said children at the place where the said children and the Wife shall be living, at reasonable times and for reasonable periods, and to have the said children visit him at reasonable times and for reasonable periods at the home of the parents of the Husband at Grangeville, Idaho County, Idaho.

(10) The Husband shall pay to the Wife for her support and for the support and maintenance of the said minor children, as follows: The sum of $250.00 per month for 12 months, or until the Wife shall remarry, beginning on the 1st day of January, 1950; thereafter the sum of $150.00 per month until the older of the said minor children shall have attained the age of majority; thereafter $100.00 per month until the younger of the said children shall have attained the age of majority, at which time all obligation of the Husband to make payments to the Wife shall cease and terminate.

(11) The Husband shall pay for all medical and hospital and dental requirements of the said minor children, except routine charges which shall be paid by the Wife.

(12) The Husband shall pay all bills and charges for necessaries incurred by the Wife during the month of December, 1949, and shall pay her the sum of $50.00 for her support and for the support and maintenance of the said minor children during said month.

(13) The total amount of assets of the community, not hereinabove provided to be paid toward the discharge of community debts, or for attorney fees, or provided to be transferred to the Wife, is agreed to be the sum of $_____; it is agreed that this amount is now a credit of the Husband with the Brown Chevrolet

Company; the parties hereto agree that this amount shall remain to the credit of the Husband with the Brown Chevrolet Company, subject to being paid out on account of the support money payments hereinabove provided for, to the Wife, or otherwise, for the use and benefit of the children, on the following terms and conditions and none other, agreement to which is indicated by signature to this agreement appended of Fred Brown and Laura Brown, of the Brown Chevrolet Company and A. N. Dyer of Grangeville, Idaho;

(a) The said fund shall be subject to the order of A. M. Dyer, only, and shall be disbursed upon his order to the Wife, for the use and benefit of the children, or disbursed directly for the use and benefit of the said children by payments for emergency needs, or for educational purposes, or otherwise for them, in amounts and at times as said A. N. Dyer shall at his sole discretion determine. PROVIDED, however, that if the Husband shall be unemployed for a period of longer than one month, said A. N. Dyer will authorize the said fund to be disbursed to the Wife at monthly intervals as and for support payments as hereinbefore provided for so long as the Husband shall remain unemployed.

(b) The said fund shall be withdrawn from the Brown Chevrolet Company and deposited in a bank at any time the said A. N. Dyer determines such action to be for the best interests of the parties hereto, and the minor children, and in any event, if the ownership of Brown Chevrolet Company shall change.

(c) A. N. Dyer shall have the power to appoint by will a successor trustee.

(d) If any part of the said fund remains undisbursed at the time the younger of the two children shall reach the age of 21, such part shall be paid to the Husband.

(14) It is underst od and agreed that so long as the Husband shall remain employed by Brown Chevrolet, he shall authorize said employer to withhold the amount herein provided to be paid for support money and to disburse the same at the beginning of each month for the ensuing month to the Wife.

(15) PROVIDED, always, and it is hereby agreed, that if the Husband and Wife shall be reconciled and return to cohabitation, then, and in such case, all the covenants and provisions herein contained shall become void. In such case either parties applies for a divorce, this agreement shall be in full settlement of all property rights, and shall be offered as a part of the decree, which therein may be granted.

IN WITNESS WHEREOF we have hereunto set our hands the day and year first above written.

Jean R. Dyer
Wife

Rex M. Dyer
Husband

The terms of the above agreement, so far as they involve duties assumed by us or any of us, are agreed to:

BROWN CHEVROLET COMPANY

A. N. Dyer
A. N. Dyer

By _____
Fred Brown

_____
Laura Brown

- - - - - -

STATE OF IDAHO)
) ss.
COUNTY OF IDAHO)

On this 9 day of December, 1949, before me, the undersigned Notary Public of the State of Idaho, personally appeared Jean R. Dyer, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official notarial seal the day and year first above written.

John A. Carver, Jr.
Notary Public for Idaho
Residing at Boise Idaho

(SEAL)

- - - - - -

STATE OF IDAHO)
) ss.
COUNTY OF IDAHO)

On this 9 day of December, 1949, before me, the undersigned Notary Public of the State of Idaho, personally appeared Rex M. Dyer, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official notarial seal the day and the year first above written.

John A. Carver, Jr.
~~Wilbur Campbell~~
Notary Public of the State of Idaho
Residing at Boise ~~Grangeville~~, Idaho

(SEAL)

And it further appeared that the said Separation Agreement is fair and equitable and ought to be confirmed.

NOW THEREFORE in consideration of the premises,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED and this does order that the bonds of matrimony heretofore and now existing between the plaintiff and the defendant be dissolved, set aside, and declared for naught, and that the plaintiff be granted a divorce of and from the defendant;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the plaintiff have the sole custody and control of Patricia Dyer and A. N. Dyer II, the minor children of the plaintiff and defendant, defendant however to have the right to visit the said children at the place where the said children and the plaintiff shall be living, at reasonable times and for reasonable periods, and to have the said children visit him at reasonable time and for reasonable periods at the home of the parents of the defendant at Grangeville, Idaho County, Idaho, or at such other place.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the defendant shall pay to the plaintiff for her support and for the support and maintenance of the said minor children the sum of $250.00 per month for a period of twelve months or until the plaintiff shall remarry, beginning on the first day of January, 1950; if the Wife shall remarry and in any event on and after the first day of January, 1951, the defendant shall pay to the plaintiff the sum of $150.00 per month until the older of the said minor children, being Patricia Dyer, shall have attained the age of majority; that thereafter the defendant shall pay to the plaintiff the sum of $100.00 per month until the younger of the said minor children, being A. N. Dyer II, shall have attained the age of majority, at which time all obligation of the defendant to make payments to the plaintiff shall cease and terminate.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Husband shall pay for all medical, hospital, and dental requirements of the said minor children, except routine charges which shall be paid by the Wife.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Husband shall pay all bills and charges for necessaries incurred by the Wife during the month of December, 1949;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the separation agreement hereinabove set forth be ratified and confirmed and that all of the provisions therein shall be binding upon the plaintiff and the defendant.

DATED this 20th day of December, 1949.

Leo McCarty
District Judge

CERTIFICATE

STATE OF IDAHO)
County of Idaho) ss.

Carl T. Reuter, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the original of the instrument it purports to be, together with [illegible] as appears in the case of Jean R. Dyer ..... Plaintiff vs. Ray M. Dyer ..... Defendant; as the same appears of record in my office in Book 9 ..... Judgment Record on page 47 ..... thereof.

WITNESS my hand and official seal this 3 day of Jan A. D., 1949, at Grangeville, Idaho.

CARL T. REUTER, Clerk of District Court
By Stella Basinger, Deputy

(Seal)

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME.

Alpha Small Bauthues,

Plaintiff,

vs.

Chester Bauthues,

Defendant,

107696

DECREE.

The above entitled matter came on regularly to be heard in chambers at Twin Falls, County of Twin Falls, State of Idaho, this 9th day of September, 1949, before the undersigned District Judge of the above entitled Court upon the complaint of plaintiff herein taken as confessed by defendant; Wayne A. Barclay appearing as counsel for plaintiff and no person appearing as counsel for defendant and the defendant not being present in Court and it appearing to the Court that said defendant has heretofore been duly and regularly served with summons and complaint as required by law and the order of this Court; that said defendant is in default and that the default of the said defendant has heretofore been duly and regularly entered against him, the cause proceeded to trial;

Testimony in behalf of plaintiff was presented and proofs taken and the testimony being closed the matter was submitted to the Court for his decision and the Court being fully advised in the premises and it appearing to the Court that all of the material allegations of plaintiff's complaint are sustained by testimony free from all legal objections and exceptions as to its competency, admissability and sufficiency and that said matters so alleged and proved are sufficient in law to enable plaintiff to obtain the relief prayed for in her complaint; that plaintiff was a bona fide resident of the State of Idaho for more than six full weeks immediately preceeding the commencement of this action; that there

are no children living as the issue of the marriage of plaintiff and defendant; that there is no property, community or otherwise, belonging to the parties to this action; that plaintiff's former name was Alpha Small and that plaintiff is entitled to a decree of divorce as prayed in her complaint;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the marriage of the said plaintiff, Alpha Small Bauthues, and the said defendant, Chester Bauthues, be dissolved and that the same is hereby dissolved accordingly and that the said parties are and each of the is hereby freed and absolutely released from the bonds of matrimony and all of the obligations thereof and further that plaintiff be and she is hereby restored her former name, to-wit: Alpha Small.

Dated this 9th day of December, 1949.

Hugh A. Baker
District Judge.

INDEXED COMPARED APPROVED

Case No. 3234
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED DEC 9 1949
Mabel A Beveridge
CLERK
BY Deborah Worthington
DEPUTY CLERK
6 Judg. Page 119

8167

IN THE DISTRICT COURT
OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF JEROME

.....

DONNA I. LAWRENCE,
Plaintiff,

vs

LEONARD LAWRENCE,
Defendant.

DECREE 107921

.....

THIS CAUSE came on regularly for hearing before the undersigned District Judge in chambers at Twin Falls, Twin Falls County, Idaho, within said Eleventh Judicial District, on the 24th day of December, 1949. Plaintiff appeared in person and by and through her attorney of record, Frank M. Rettig. The defendant did not appear, either in person or by counsel. And it appearing to the satisfaction of the Court that the defendant has been duly and regularly served with process and that he has failed to appear and answer plaintiff's complaint and that the time allowed by law for so appearing and answering has expired and that the default of said defendant has been duly and regularly entered according to law, which said default is hereby ratified and confirmed.

Witnesses on the part of plaintiff were examined and testimony was submitted free from objection, and findings of fact and conclusions of law having been waived by virtue of default; and

It appearing to the satisfaction of the Court that all the material allegations of plaintiff's complaint are true and are supported by competent evidence and that plaintiff is entitled to the relief sought in her complaint, and that the bonds of matrimony now existing between the parties hereto should be dissolved and plaintiff be granted a decree of absolute divorce from the defendant; and the Court being fully advised in the premises, both as to the law and the facts,

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED that plaintiff be, and she hereby is, granted a decree of absolute divorce from the defendant, Leonard Lawrence, and that the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and the same hereby are, wholly dissolved and each party is hereby released and freed from all obligations thereof.

DATED this 24th day of December, 1949.

(signed) Hugh A. Baker
District Judge

Case No. 3254
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Jerome, State of Idaho
FILED DEC 28 1949
CLERK
BY Deborah Worthington
DEPUTY CLERK

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8168

14429

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

ANNABEL M. WINDSOR,

Plaintiff,

-vs-

JOSEPH M. WINDSOR,

Defendant.

DEC 2 1949

DECREE OF DIVORCE

Annabel P. Scott

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after legal publication of summons; and the defendant's default having been entered; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of the plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Annabel M. Windsor, and defendant Joseph M. Winisor, be and the same are hereby set aside and held for naught, and plaintiff, Annabel M. Windsor, is granted a decree of absolute divorce from defendant, Joseph M. Windsor, on the ground of wilful desertion; that the care and custody of Brian J. Windsor, the minor child of plaintiff and defendant shall be and hereby is awarded to plaintiff.

DATED at Coeur d'Alene, Kootenai County, State of Idaho, this 2nd day of December, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas A. Foster, Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this _____ day of December, 1949.

Clerk

(Seal)

By _____
Deputy

COPY 8169

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

DEC 5 1949
JAS. A. FOSTER

LEOTA LONGMEIER,

Plaintiff,

vs.

W. A. LONGMEIER,

Defendant.

No. 14591

DECREE

This cause having regularly come on to be heard before the undersigned Judge of the above entitled Court at 10:00 A.M. on the date hereof, plaintiff appearing in person and through J. Ward Arney, her attorney, defendant having been duly served and appearing through Mr. Clay V. Spear, his attorney, by demurrer and the demurrer having been submitted and overruled and the defendant declining to further plead and waiving notice of time and place of hearing on the complaint and being in default and the requisite non-military service affidavit being on file herein and competent and corroborative, oral and documentary evidence having been offered and received and the Court being fully advised in the premises; and written findings of fact and conclusions of law being waived, under §10-304 I.C.; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff is hereby granted a divorce from defendant on the grounds of mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 5th day of December, 1949.

(SEAL)

O. C. Wilson
District Judge

ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

******

HILDUR A. BROWN)
Plaintiff,)
vs.) DECREE OF DIVORCE
HARRY E. BROWN)
Defendant,)

DEC 6 1949

Alice O. Scott

****

14593

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 6th day of December 1949, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had voluntarily accepted service of the summons and complaint and voluntarily filed his answer herein and stipulated that said cause could be heard at any time convenient to the Court and counsel without notice to said defendant, and the plaintiff appearing in person and being represented by her attorney Harold S. Purdy whereupon witnesses were sworn and testified for plaintiff and findings of fact and conclusions of law having been served, and I, one of the Judges of said Court make and enter the following decree, NOW THEREFORE

IT IS ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Hildur A. Brown and Harry E. Brown be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of extreme cruelty.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff be decreed as her sole and separate property all of the following real and personal property to wit:

Lot seven (7) Block thirty one (31) O'Brien's Fourth Addition to Coeur d'Alene, Kootenai County, State of Idaho,

and the necessary household furniture.

Dated at Coeur d'Alene, this 6th day of December 1949.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original decree of divorce in the case of Hildur A. Brown vs. Harry E. Brown now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 6th day of December 1949.

Jas. A. Foster
Clerk
By Alfreda P. Scott
Deputy

14567 8171

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

PAUL C. HENOCH,
Plaintiff,
-vs-
IRIS MAE HENOCH,
Defendant.

DECREE OF DIVORCE

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after acceptance of summons and acknowledgment thereof; and the defendant's default having been entered; the plaintiff appearing in person and by his attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of the plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Paul C. Henoch, and defendant, Iris mae Henoch, be and the same are hereby set aside and held for naught, and plaintiff, Paul C. Henoch, is granting a decree of absolute divorce from defendant, Iris mae Henoch, on the ground of mental suffering, amounting to extreme cruelty.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 7 day of December, 1949.

D C Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 7 day of December, 1949.

Jas A Foster
Clerk

By Sue Langford
Deputy

(Seal)

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

Filed Dec 8 1949 Albertha J. Scott

HELEN ELIZABETH WREN, :
Plaintiff, :
vs. : 14596 DECREE
RAYMOND EDWARD WREN, :
Defendant. :

This matter having come on regularly to be heard this 8th day of December, 1949, before the undersigned District Judge, the plaintiff appearing in person and being represented by her attorney, Wm. S. Hawkins and the defendant not appearing either in person or by counsel, the defendant having admitted and acknowledged service of a true and correct copy of the Complaint and Summons herein on December 1, 1949, and his acceptance of service being on file in the above entitled Court, and having filed herein his answer and waiver of notice of time and place of hearing said action on its merits, and the plaintiff and her witness having been duly and regularly sworn and examined, testified on behalf of herself in support of the allegations of her complaint and corroborative evidence having been submitted as to the residence of said plaintiff, the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the ground and for the reasons that said defendant has been convicted of a felony as defined by 32-603 Idaho Code.

dissolving the bonds of matrimony existing between the plaintiff and defendant.

NOW THEREFORE, on motion of Wm. S. Hawkins attorney for the plaintiff,

IT IS BY THIS COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, HELEN ELIZABETH WREN, and the defendant, RAYMOND EDWARD WREN, be, and the same are hereby vacated, dissolved and set aside upon the ground and for the reasons that said defendant has been convicted of a felony as defined by 32-603 Idaho Code.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff's name prior to this marriage of HELEN ELIZABETH PUFFER, be, and the same is hereby restored to her.

Done in open Court this 8th day of December, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss.
County of Kootenai :

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 8th day of December, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

COPY

8173

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

JEAN STEPHENS,

Plaintiff,

vs.

JEFFERSON STEPHENS,

Defendant.

No. 14543

DECREE

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §10-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The custody of Lenord LeRoy, 5, and Chester Wilda, 3, is hereby vested in the plaintiff.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 12th day of December, 1949.

(SEAL)
ATTEST:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

O. C. Wilson
District Judge

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

JAMES RHYS JAMES,
Plaintiff,
vs.
MARY ALICE LUCIENNE JAMES,
Defendant.

No. 14565

STATE OF IDAHO, County of Kootenai, ss. Filed DEC 9 1949 M. JAS. A. FOSTER

D E C R E E

This cause having regularly been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 10-304 Idaho Code; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff, during the pendency of this action, has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service, as shown by the records herein.

3. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of mental cruelty.

4. The property settlement duly executed by both parties and placed of record herein is hereby adopted, approved and confirmed; and, in keeping therewith,

IT IS FURTHER FOUND, CONCLUDED AND DECREED that:

5. The defendant be, and is hereby, awarded the care, custody and control of Mary Theresa, daughter, aged 7 years, John Rodney, son, aged 4 years, and Norman Peter, aged 3 years, minor children of the parties hereto; the plaintiff to have reasonable rights of visitation with said children and to contribute the sum of Twenty-five and no/100 ($25.00) Dollars per month toward the support, maintenance and education of each of said minor children until each child shall, respectively, attain his or her majority or sooner become self-supporting, married or deceased; and to further contribute the sum of Fifty and no/100 ($50.00) Dollars per month toward the support of said defendant in accordance with, and under the terms of, said agreement.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 9th day of December, 1949.

O. C. Wilson
District Judge

(SEAL)

Attest:

Jas. A. Foster
Clerk, District Court

By_____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original decree of divorce in the case of James Rhys James, plaintiff, vs. Mary Alice Lucienne James, defendant, now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 9th day of December, 1949.

Jas. A. Foster
Clerk

By_____
Deputy

COPY

8175

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

ALICE I. HARRISON,) No. 14574

Plaintiff,

DEC 14 1949

JAS. A. FOSTER

vs. (DECREE

WILLIAM C. HARRISON,

Defendant.)

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §10-304 I.C.; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of extreme mental cruelty.

(4). The custody of Patricia Ileen, 3 1/2, is hereby vested in plaintiff.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 14th day of December, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

8176

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

PEGGY C. MAYHEW,
Plaintiff,
-vs-
JOSEPH H. MAYHEW,
Defendant.

14573

DECREE OF DIVORCE

DEC 14 1949
JAS. A. FOSTER

This cause came on for hearing before the undersigned Judge of the above entitled Court in the courtroom at Coeur d'Alene, Kootenai County, State of Idaho, on the date hereof; the defendant having failed to answer, demur or plead herein, within the time allowed by law after acceptance of summons, and acknowledgment therein in writing; and the defendant's default having been entered; the plaintiff appearing in person and by her attorney, Harry H. Kinsey, and the defendant not appearing either in person or by counsel; whereupon witnesses were sworn and testified upon the part of plaintiff, and the Court being fully advised in the premises, and having entered its findings of fact and conclusions of law, and in favor of the plaintiff:

NOW THEREFORE, It is hereby ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff, Peggy C. Mayhew, and defendant, Joseph H. Mayhew, be and the same are hereby set aside and held for naught, and plaintiff, Peggy C. Mayhew, is granted a decree of absolute divorce from defendant, Joseph H. Mayhew, on the ground of having lived separate and apart without cohabitation for a period of more than five consecutive years immediately prior to the filing of this action.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 14 day of December, 1949.

O. C. Wilson
District Judge

STATE OF IDAHO,)ss
County of Kootenai.)

I, Jas. A. Foster, Clerk of the above entitled Court hereby certify that the foregoing is a true copy of the original divorce decree now on file in my office.

WITNESS my hand and the seal of said Court this 14th day of December, 1949.

Jas. A. Foster
Clerk

(Seal)

By _____
Deputy

8177

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

DEC 15 1949
JAS. A. FOSTER

ROGER NORMAN, :
Plaintiff, : 14594
vs. : DECREE
DOROTHY WETTERHOUSE NORMAN, :
Defendant. :

This matter having come on regularly to be heard this 15th day of December, 1949, before the undersigned District Judge, the plaintiff appearing in person and being represented by his attorney, Wm.S. Hawkins, and the defendant not appearing either in person or by counsel, the defendant having admitted and acknowledged service of a true and correct copy of the Complaint and Summons herein on December 6, 1949, and her acceptance of service being on file in the above entitled Court, and having filed herein her answer and waiver of notice of time and place of hearing said action on its merits, and the plaintiff and his witness having been duly and regularly sworn and examined, testified on behalf of himself in support of the allegations of his complaint and corroborative evidence having been submitted as to the residence of said plaintiff, the Court having heard and considered all of the evidence introduced and being fully advised in the premises and having made its Findings of Fact and Conclusions of Law herein, from which it appears that the plaintiff is entitled to an absolute decree of divorce upon the ground of Extreme Cruelty, dissolving the bonds of matrimony existing between the plaintiff and defendant.

NOW THEREFORE, on motion of Wm. S. Hawkins, attorney for the plaintiff,

IT IS BY THIS COURT ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, ROGER NORMAN, and the defendant DOROTHY WETTERHOUSE NORMAN, be, and the same are hereby vacated, dissolved and set aside upon the ground of Extreme Cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant's name of DOROTHY WETTERHOUSE sometimes known as DOROTHY WETTERHUS be, and the same is hereby restored to her.

Done in open Court this 15th day of December, 1949.

O.C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

By: _____
Deputy

STATE OF IDAHO :
ss
County of Kootenai :

I, JAS. A. FOSTER, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 15th day of December, 1949.

Jas. A. Foster
Clerk

By: _____
Deputy

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

14411

DEC 20 1949

JAS. A. FOSTER

EVELYN PACK

Plaintiff,

vs.

WILLIAM TAYLOR PACK

Defendant.

DECREE

This action having come regularly on for hearing this day, the plaintiff appearing in person and with her attorney, C. J. Hamilton, but the defendant did not appear and was not represented.

The Court finds that due and legal service of the Summons in this cause has been made upon the defendant by publication of the Summons, in accordance with the law and order of this Court. That after the expiration of the time allowed by law for the entry of an appearance by the defendant herein, and the defendant having failed to file or enter any appearance whatever, the default of the defendant was duly and regularly entered by the Clerk of this Court.

The Court further finds that the defendant is not in the Federal Service on active duty as a member of the Army, or Navy, or Marine Corps, or Coast Guard of the United States, or as an officer of the Public Health Service with either the Army or Navy of the United States, or in training or being educated under the supervision of the United States preliminary to induction into the Military Service thereof.

The Court further finds that the plaintiff is entitled to a Decree herein, as prayed for in plaintiff's Complaint, and that Findings of Fact and Conclusions of Law have been waived herein.

NOW, THEREFORE, on motion of C. J. Hamilton, attorney for plaintiff,

IT IS, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore existing between the plaintiff EVELYN PACK, and the defendant, WILLIAM TAYLOR PACK, be, and the same hereby are vacated, dissolved and set aside on the ground of extreme cruelty.

Done in open court this 20 day of December, A.D., 1949.

O. C. Wilson
District Judge

Attest my hand and the seal of said Court the day and year last above written.

Jas. A. Foster
Clerk

COPY

8179

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

PHYLLIS GIGLIELL,

Plaintiff,

vs.

RICHARD GIGLIELL,

Defendant.

No. 14563

DECREE

DEC 20 1949
JAS. A FOSTER

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §10-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and for over six full weeks next preceding the commencement of this action was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). The custody of Jeanne, 5, is hereby vested in the plaintiff.

(5). Plaintiff is restored to her former name of Phyllis Davis.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 20th day of December, 1949.

(SEAL)
ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

8180

COPY

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF KOOTENAI

DEC 20 1949

CLYDE C. KAST,
Plaintiff,
vs.
LORRETTA E. KAST,
Defendant.

No. 14570

DECREE

This cause having regularly been heard before the undersigned judge of the above court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and with Clay V. Spear, attorney therefor, and default of defendant having been duly entered; whereupon competent and corroborative evidence was received substantiating the allegations of the complaint, and written findings of fact and conclusions of law being waived under Sec. 10-304 Idaho Code; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED that:

1. Plaintiff during the pendency of this action has been, and for over six full weeks next preceding the commencement of this action was, a resident of, and domiciled in, the State of Idaho.

2. The defendant is in default herein after due service, as shown by the records herein.

3. The marriage contract between plaintiff and defendant is hereby dissolved and an absolute divorce is hereby granted to the plaintiff on the grounds of mental cruelty.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 20th day of December, 1949.

O. C. Wilson
District Judge

(SEAL)
Attest:

Jas. A. Foster
Clerk, District Court

By _____
Deputy

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

I, Jas. A. Foster, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a true, full and correct copy of the original decree of divorce now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 20th day of December, 1949.

Jas. A. Foster
Clerk

By _____
Deputy

COPY

8181

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE

COUNTY OF KOOTENAI

EVELYN GUFFEY, (No. 14583

Plaintiff,

vs.) DECREE

PAUL EUGENE GUFFEY,

Defendant. (

STATE OF IDAHO, County of Kootenai, ss. FILED DEC 21 1949 192— JAS. A. FOSTER

This cause having been heard before the undersigned Judge of the above Court in the courtroom at Coeur d'Alene, Kootenai County, Idaho, on the date hereof, plaintiff appearing in person and by J. Ward Arney, attorney therefor, and the default of defendant having been duly entered; whereupon competent and corroborative evidence was received, substantiating the allegations of the complaint; and written findings of fact and conclusions of law being waived, under §10-304; now, therefore,

IT IS HEREBY FOUND, CONCLUDED AND DECREED THAT:

(1). Plaintiff, during the pendency of this action, has been and, for over six full weeks next preceding the commencement of this action, was a resident of and domiciled in the State of Idaho.

(2). The defendant is in default herein, after due service, as shown by the records herein.

(3). Plaintiff is hereby granted divorce from defendant on the grounds of mental cruelty.

(4). Plaintiff is restored to her former name of Evelyn Kowsky.

ENTERED, at Coeur d'Alene, Kootenai County, Idaho, this 21st day of December, 1949.

(SEAL)

ATTEST:

O. C. Wilson
District Judge

Jas. A. Foster
Clerk, District Court

By _____
Deputy

8182

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

JOHN W. HUFF,

Plaintiff,

-vs-

CONSTANCE HUFF,

Defendant.

No. 7495

Filed December 3 19 49

at 10:10 o'clock A. M.

BESSIE BABCOCK, Clerk

By Rose Blanchard Deputy Clerk

D E C R E E

The above entitled cause came on regularly for hearing before the above entitled Court on the 26th day of November, 1949, the plaintiff, John W. Huff, being present in person and by his attorneys of record, Estes & Felton. The defendant having been duly and regularly served with summons herein, and having appeared of record, and thereafter refusing to plead further, and her default for such failure having been duly and regularly entered, the Court received evidence relative to the allegations of the complaint herein, and being fully advised in the premises;

NOW, THEREFORE, it is hereby ordered, adjudged and decreed, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between John W. Huff and Constance Huff be, and the same hereby are, dissolved and the plaintiff is awarded an absolute decree of divorce.

It is further ordered, adjudged and decreed, and this does order, adjudge and decree that the property settlement agreement entered into between the parties hereto on the 28th day of October, 1949, be and the same hereby is approved, ratified and confirmed.

DATED this 3 day of December, 1949.

A. L. MORGAN
Judge

STATE OF IDAHO, }
COUNTY OF LATAH } SS

I do hereby certify that the foregoing is a true copy of the original DECREE *on file in my office.*

Dated at Moscow, Idaho, this 3 *day of* Dec. 1949.

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

8183

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

HUGO E. SIEHR,

Plaintiff,

-vs-

RUTH SIEHR,

Defendant.

No. 7491

Filed December 3 19 49

at 10:30 o'clock A. M.

BESSIE BABCOCK, Clerk

By Rose Blanchard Deputy Clerk

D E C R E E

The above entitled cause came on regularly for hearing before the above entitled Court on the 1st day of December, 1949, the plaintiff, Hugo E. Siehr, being present in person and by his attorneys of record, Estes & Felton. The defendant having been duly and regularly served with summons herein, and having appeared of record by her duly and regularly appointed guardian ad litem, Laurence E. Huff; and the Prosecuting Attorney having been present during said hearing; and the Court having received evidence relative to the allegations of the complaint herein; and being fully advised in the premises; and having made findings of fact and conclusions of law;

NOW, THEREFORE, it is hereby ordered, adjudged and decreed, and this does order, adjudge and decree, that the bonds of matrimony heretofore existing between Hugo E. Siehr and Ruth Siehr be, and the same hereby are dissolved, and the plaintiff is awarded an absolute decree of divorce.

It is further ordered, adjudged and decreed, and this does order, adjudge and decree, that the plaintiff pay to Rev. and Mrs. Arnold B. Koelpin, of Caledonia, Wisconsin, the sum of $80.00 per month as and for the support and maintenance of Ellen Siehr and

Marian Siehr, the minor children of the plaintiff and the defendant, so long as they remain in the custody of said Rev. and Mrs. Koelpin, or until the girls attain their majority, or until further order of this Court.

DATED this 3 day of December, 1949.

A. L. Morgan

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original DECREE *on file in my office.*
Dated at Moscow, Idaho, this 3 *day of* Dec. *19* 49.

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for Latah County, Idaho.

By Rose Blanchard
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR LATAH COUNTY

GRACE D. McCLURE,

Plaintiff,

-vs-

L. CLARKE McCLURE,

Defendant.

7499

Filed December 7 1949

At 11 o'clock A M.

Bessie Babcock Clerk

DECREE OF DIVORCE

The above entitled action came on regularly to be heard and tried before the Court sitting without a jury on the 7th day of December, 1949, the plaintiff appearing in person and by her attorney, Jack McQuade, and the defendant not appearing either in person or by attorney.

On said hearing it appearing to the satisfaction of the Court that service of Summons herein was duly made by personal service within the County of Latah, State of Idaho, as more fully appears from the Certificat of Service of Summons on file herein, and the said defendant having failed to appear and answer said complaint of the plaintiff, and the time for answering having expired, and no appearance having been made by said defendant and no answer or demurrer having been filed by him, and the Default of said defendant, L. Clarke McClure, having been duly entered according to law, and the Court having heard the testimony introduced on behalf of plaintiff and in support of her complaint, and the cause having been submitted to the Court for its decision, and the Court having rendered and made and filed its decision in writing herein, consisting of Findings of Fact and Conclusions of Law.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Grace D. McClure,

and the defendant, L. Clarke McClure, be, and the same are hereby dissolved, and the said parties are free from the marriage relation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said plaintiff should be, and she is hereby, awarded the care, control and custody of the minor child, Steven Clarke McClure.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be, and she is hereby awarded all community household furniture, fixtures and equipment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant be, and he is hereby, awarded as his sole and separate property all of the community interest, equity, right and title in and to the 1948 Chevrolet automobile of the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be, and she is hereby, awarded the sum of $50.00 per month, beginning December 1, 1949 and continuing during the minority of the minor child, Steven Clarke McClure, or further order of the Court, for the support and maintenance of the said minor child, Steven Clarke McClure.

IT IS STILL FURTHER ORDERED, ADJUDGED AND DECREED That the defendant, L. Clarke McClure, be, and he is hereby, directed and ordered to pay to the plaintiff herein the sum of $125.00 incurred in the employment of counsel for the prosecution of this action, together with the sum of $18.00 paid by plaintiff for the filing fee and service fee in said action, such payments to be due and payable on the date hereof.

DONE IN OPEN COURT This 7th day of December, 1949.

A. L. MORGAN
Judge

STATE OF IDAHO, }
COUNTY OF LATAH } ss

I do hereby certify that the foregoing is a true copy of the original DECREE OF DIVORCE *on file in my office.*
Dated at Moscow, Idaho, this 8 *day of* Dec. 19 49

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.
By Dona Miller
Deputy

8185

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

PHYLLIS GLASS,
Plaintiff,
-vs-
PERRY C. GLASS,
Defendant.

No. 7497

Filed December 19 19 49
at 9:30 o'clock A. M.
BESSIE BABCOCK, Clerk
By Rose Blanchard Deputy Clerk

D E C R E E

The Court having heretofore made and filed its FINDINGS OF FACT and CONCLUSIONS OF LAW, which are hereby referred to for further particulars:

IT IS ORDERED, ADJUDGED AND DECREED, that the plaintiff be and she is hereby granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff be and she is hereby granted the absolute care, custody and control of David Glass, the minor child of the parties hereto.

Dated this 9th day of December, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original DECREE on file in my office.
Dated at Moscow, Idaho, this 19 day of Dec. 19 49.

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.

By Rose Blanchard
Deputy

8186

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

FRED D. BLANGERES,
Plaintiff,
-vs-
DORIS I. BLANGERES,
Defendant.

No. 7490

Filed December 12 1949
at 10:50 o'clock A. M.
BESSIE BABCOCK, Clerk
By Rose Blanchard Deputy Clerk

DECREE

This matter coming on regularly for hearing this 10th day of December, 1949, and the Court having made and filed its Findings of Fact and Conclusions of Law herein and being fully advised in the premises;

NOW, THEREFORE, on motion of Laurence E. Huff, attorney for the plaintiff, that a decree be entered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the marriage heretofore existing between the plaintiff, Fred D. Blangeres, and the defendant, Doris I. Blangeres, be and the same is hereby dissolved, and the plaintiff, Fred D. Blangeres, is hereby granted a decree of absolute divorce from the defendant, Doris I. Blangeres, on the grounds of extreme cruelty, and the parties hereto are, after the entry of this decree, each restored to the status of single persons.

Done this 10th day of December, 1949.

A. L. MORGAN
District Judge.

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Moscow, Idaho, this 12 day of Dec. 1949
Bessie Babcock
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.
By Rose Blanchard
Deputy

8187

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

#7500

STANLEY W. JACKSON,

Plaintiff,

vs.

SIDNEY AILEEN JACKSON,

Defendant.

Filed December 13 19 49

at 3 o'clock P. M.

BESSIE BABCOCK, Clerk

By Rose Blanchard Deputy Clerk

DECREE OF DIVORCE

The above entitled matter came on regularly to be heard and tried before the Court this 12 day of December, 1949, the plaintiff appearing in person and by his attorney of record, J.M. O'Donnell, and the Defendant appearing neither in person nor by attorney.

On said hearing it appeared to the satisfaction of the Court that service of Summons was duly and regularly made by personal service as appears by the Acceptance of Service of Summons and Complaint filed herein, and the defendant having failed to appear and answer said Complaint within the time allowed by law and her time for appearing having expired and the default of said defendant having been entered according to law, and the Court having heard the testimony adduced on behalf of said plaintiff and in support of his Complaint, and the cause having been finally submitted to the Court for decision, the Court finds that the allegations stated in plaintiff's complaint on file herein are true and supported by the evidence.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by this Court as follows:

That the bonds of matrimony heretofore existing between

the above named plaintiff, Stanley W. Jackson, and the above named defendant, Sidney Aileen Jackson, be, and the same hereby are dissolved and the said parties, and each of them, are free from the married relation.

Dated at Moscow, Idaho, this 12 day of December, 1949.

A. L. MORGAN
Judge

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original DECREE OF DIVORCE *on file in my office.*
Dated at Moscow, Idaho, this 13 *day of* Dec. 1949

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for Latah County, Idaho.

By Rose Blanchard
Deputy

J. M. O'DONNELL, LAWYER
LATAH COUNTY ATTORNEY

8188

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

ETHEL WOODAM BELL,

Plaintiff,

vs.

RAYMOND A. BELL, also known as RAY BELL,

Defendant.

#7501

Filed December 14 19 49

at 10:50 o'clock A. M.

BESSIE BABCOCK, Clerk

By Rose Blanchard Deputy Clerk

DECREE OF DIVORCE

The above entitled matter came on regularly to be heard and tried before the Court this 14 day of December, 1949, the plaintiff appearing in person and by her attorney of record, J. M. O'Donnell, and the defendant appearing neither in person nor by attorney.

On said hearing it appeared to the satisfaction of the Court that service of summons was duly and regularly made by personal service as appears by the Return of Service filed herein, and the defendant having failed to appear and answer said complaint within the time allowed by law and his time for appearing having expired and the default of said defendant having been entered according to law, and the Court having heard the testimony adduced on behalf of said plaintiff and in support of her complaint, and the cause having been finally submitted to the Court for decision, the Court finds that the allegations stated in plaintiff's complaint on file herein are true and supported by the evidence.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by this Court as follows:

(1) That the bonds of matrimony heretofore existing between the above named plaintiff, Ethel Woodam Bell, and the above

named defendant, Raymond A. Bell, also known as Ray Bell, be, and the same hereby are dissolved and the said parties, and each of them, are free from the married relation.

(2) That the defendant be, and he is hereby required to pay $75.00 to the plaintiff toward her attorney fees, and the plaintiff is hereby awarded judgment against the defendant in the said sum of $75.00.

Dated at Moscow, Idaho, this 14 day of December, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original DECREE OF DIVORCE on file in my office.
Dated at Moscow, Idaho, this 14 day of Dec. 1949.

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.
By Rose Blanchard
Deputy

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8189

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR LATAH COUNTY

BETTY L. THOMPSON, Plaintiff, -vs- JOHN L. THOMPSON, Defendant.	#7506 Filed December 30 19 49 at 10:55 o'clock A. M. BESSIE BABCOCK, Clerk By Dona Miller Deputy Clerk

DECREE OF DIVORCE

The above entitled action came on regularly to be heard and tried before the Court sitting without a jury on the 30 day of December, 1949, the plaintiff appearing in person and by her attorney, Jack McQuade, and the defendant not appearing either in person or by attorney.

On said hearing it appearing to the satisfaction of the Court that service of summons herein was duly made by personal service within the County of Latah, State of Idaho, as more fully appears from the Affidavit of Service of Summons on file herein, and the said defendant having failed to appear and answer said complaint of the plaintiff, and the time for answering having expired, and no appearance having been made by said defendant and no answer or demurrer having been filed by him, and the Default of said defendant, John L. Thompson, having been duly entered according to law, and the Court having heard the testimony introduced on behalf of plaintiff and in support of her complaint, and the cause having been submitted to the Court for its decision, and the Court having rendered and made and filed its decision in writing herein, consisting of Findings of Fact and Conclusions of Law.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff, Betty L. Thompson, and the defendant, John L. Thompson, be, and the same hereby are, dissolved and the said parties are free from the marriage relation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant be, and he hereby is, awarded as his sole and separate property all community interest or equity of the parties in the 1941 Chevrolet sedan automobile.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant be, and he hereby is, awarded as his sole and separate property all community interest of the parties in and to all life insurance carried upon the life of the said defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be, and she hereby is, awarded the sum of $125.00 for her attorney's fees in this action together with the sum of $15.00 for the filing fee in this action and the defendant, John L. Thompson, is hereby ordered and directed to pay said sums to the plaintiff forthwith.

IT STILL FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be, and she hereby is, restored to her premarital name of Betty L. Nicholson.

Done in open Court this 30 day of December, 1949.

A. L. MORGAN
Judge

STATE OF IDAHO, } SS
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original DECREE OF DIVORCE on file in my office.
Dated at Moscow, Idaho, this 30 day of December 49

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.
By Dona Miller
Deputy

8190

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

CLAIRE RENEE GIBSON,

Plaintiff,

vs.

GEORGE WHITNEY GIBSON,

Defendant.

#7405

Filed December 8 1949

at 10:50 o'clock A. M.

[illegible] Clerk

By Dona Miller Deputy Clerk

DECREE OF DIVORCE

The above entitled matter came on regularly to be heard and tried before the Court this 8 day of December, 1949, the plaintiff appearing in person and by her attorney of record, J.M. O'Donnell, and the defendant appearing neither in person nor by attorney.

On said hearing it appeared to the satisfaction of the Court that service of Summons was duly and regularly made as appears by the Affidavit of Publication and Affidavit of Mailing on file herein, and the defendant having failed to appear and answer said Complaint within the time allowed by law and his time for appearing having expired and the default of said defendant having been entered according to law, and the Court having heard the testimony adduced on behalf of said plaintiff and in support of her Complaint and the cause having been finally submitted to the Court for decision, the Court finds that the allegations stated in plaintiff's Complaint on file herein are true and supported by the evidence.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by this Court as follows:

That the bonds of matrimony heretofore existing between the above named plaintiff, Claire Renee Gibson, and the above

named defendant, George Whitney Gibson, be, and the same hereby are dissolved and the said parties, and each of them, are free from the married relation.

That the permanent care, custody and control of the minor children, John Raymond Gibson and Susan Kay Gibson, is hereby awarded to the plaintiff, Claire Renee Gibson, free from interference on the part of the defendant.

Dated at Moscow, Idaho, this 8 day of December, 1949.

A. L. MORGAN
Judge

STATE OF IDAHO, } ss
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original DECREE OF DIVORCE on file in my office.
Dated at Moscow, Idaho, this 8 day of Dec. 1949

BESSIE BABCOCK,
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho.
By Dona Miller
Deputy

J. M. O'DONNELL, LAWYER
LATAH COUNTY ATTORNEY

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8191

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

IRMA F. OWINGS,

Plaintiff,

-vs-

TOM S. OWINGS,

Defendant.

No. 7489

Filed December 28 19 49

at 1:45 o'clock P. M.

BESSIE BABCOCK, Clerk

By Dona Miller Deputy Clerk

D E C R E E

The above entitled cause came on regularly for hearing before the above entitled Court on this 28 day of December, 1949, the plaintiff, Irma F. Owings, being present in person and by her attorneys of record, Estes & Felton. The defendant having been duly and regularly served with summons herein, and having failed to appear of record or in person, and his default for such failure having been duly and regularly entered, the Court received evidence relative to the allegations of the complaint herein, and being fully advised in the premises;

NOW, THEREFORE, it is hereby ordered, adjudged and decreed, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between Irma F. Owings and Tom S. Owings be, and the same hereby are, dissolved and the plaintiff is awarded an absolute decree of divorce.

It is further ordered, adjudged and decreed, and this does order, adjudge and decree that the property settlement agreement entered into between said parties on the 22 day of May, 1946, be and the same hereby is approved, ratified and confirmed.

DATED this 28 day of December, 1949.

A. L. MORGAN
District Judge

STATE OF IDAHO, } ss
COUNTY OF LATAH }

I do hereby certify that the foregoing is a true copy of the original DECREE on file in my office.

Dated at Moscow, Idaho, this 28 day of December 1949

BESSIE BABCOCK
Clerk of the District Court
Second Judicial District Court for
Latah County, Idaho

By Dona Miller
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

JUNE SAWALL,

Plaintiff,

VS

RICHARD SAWALL,

Defendant.

DECREE OF DIVORCE

No. 3315

This cause came on regularly to be heard this 17th day of December, 1949, before the Honorable Preston Thatcher, District Judge, sitting without a jury; Fred H. Snook, Attorney at Law, appeared for and on behalf of the plaintiff and the defendant made no appearance, either in person or by attorney, and his default having been regularly entered and an affidavit having been filed in compliance with the Soldiers' and Sailors' Civil Relief Act of 1940, including its amendments, witnesses were duly sworn and testified, from which it appears that the plaintiff is entitled to the relief hereinafter granted; written findings of fact and conclusions of law were waived and the court, being now fully advised in the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That the marriage between the plaintiff, June Sawall, and the defendant, Richard Sawall, be, and the same is, hereby dissolved and held for naught and said parties are, and each of them is, released from all obligations thereof and restored to the status of a single person.

2. That the custody of the minor children, Phillip Sawall and Delores Sawall, shall be, and is hereby awarded to the defendant, Richard Sawall, he being a fit and proper person to have and receive the said custody of the minor children, with the right reserved to the plaintiff to visit the same children at reasonable and proper times.

3. That the plaintiff's former name of June Bakley shall be and the same is hereby restored to her.

4. That the 1940 Chrysler 4-door sedan, Windsor Model, Serial #_____, Motor # C2558846, registered in the name of the plaintiff is hereby awarded to the said plaintiff as her sole and separate property.

5. That the community property heretofore owned by the plaintiff and defendant consisting of household furniture is hereby awarded to the defendant, Richard Sawall, and it is ordered that the said defendant shall pay the plaintiff the sum of $100.00 for her interest in said community property, and that the defendant shall pay court costs of this action hereby assessed at $16.40.

Dated: December 17, 1949.

Filed December 23rd, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 195.

Preston Thatcher
DISTRICT JUDGE

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. Simmonds, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete Copy of a Decree of Divorce as the same appears of record in my office, in Book E of Judgments, Page 195, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd day of December, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.
By Betty Lue Smart, Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

IVA J. KELSCH,

Plaintiff,

VS

JOSEPH KELSCH,

Defendant.

COPY

DECREE OF DIVORCE

No. 3321

This cause came on regularly to be heard this 17th day of December, 1949, before the Honorable Preston Thatcher, District Judge, sitting without a jury; Fred H. Snook, Attorney at Law, appeared for and on behalf of the plaintiff and the defendant made no appearance, either in person or by attorney, and his default having been regularly entered and an affidavit having been filed in compliance with the Soldiers' and Sailors' Civil Relief Act of 1940, including its amendments, witnesses were duly sworn and testified, from which it appears that the plaintiff is entitled to the relief hereinafter granted; written findings of fact and conclusions of law were waived and the court, being now fully advised in the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That the marriage between the plaintiff, Iva J. Kelsch, and the defendant, Joseph Kelsch, be, and the same is, hereby dissolved and held for naught and said parties are, and each of them is, released from all obligations thereof and restored to the status of a single person.

2. That the custody of the minor children, Bonnie L. Kelsch and Joseph J. Kelsch, shall be, and is hereby awarded to the plaintiff, Iva J. Kelsch, she being a fit and proper person to have and receive the said custody of the minor children, with the right reserved to the defendant to visit the said children at reasonable and proper times, provided he shall contribute the sum of $50.00 per month to the plaintiff for the support and maintenance of said minor children.

Dated: December 17, 1949.

Preston Thatcher
DISTRICT JUDGE

Filed December 23rd, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 194.

STATE OF IDAHO,)
: ss.
County of Lemhi)

I, W. W. SIMMONDS, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE, as the same appears of record in my office, in Book E of Judgments, Page 194, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd day of December, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.

By Bethy Lue Smart, Deputy.

8194

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

ROBERT E. JONES,

Plaintiff,

VS

MARIE L. JONES,

Defendant.

DECREE OF DIVORCE

No. 3305

This cause came on regularly to be heard this 17th day of December, 1949, before the Honorable Preston Thatcher, District Judge, sitting without a jury; Fred H. Snook, Attorney at Law, appeared for and on behalf of the plaintiff and the defendant appeared by her attorney, Charles Herndon, the defendant's Demurrer having been heretofore over-ruled and the defendant given time in which to answer the complaint of the plaintiff and having failed to do so within said time and her default having been regularly entered, witnesses were duly sworn and testified, from which it appears that the plaintiff is entitled to the relief hereinafter granted; written findings of fact and conclusions of law were waived and the court, being now fully advised in the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That the marriage between the plaintiff, Robert E. Jones, and the defendant, Marie L. Jones, be, and the same is, hereby dissolved and held for naught and said parties are, and each of them is, released from all obligations thereof and restored to the status of a single person.

2. That the custody of the minor children of said parties, Linda Jones and Lloyd Jones, shall be, and is hereby awarded to the defendant, Marie L. Jones, with the right reserved to the plaintiff to visit the said children at reasonable and proper times, she being a fit and proper person to have and receive the said custody of the minor children.

3. That the said plaintiff, Robert E. Jones, shall pay to the defendant, Marie L. Jones, for the support and maintenance of said minor children the sum of $25.00 per month for each child until said child becomes of age.

Dated: December 17, 1949.

Filed December 23rd, 1949
W. W. Simmonds, Clerk
By Betty Lue Smart, Deputy
Book E of Judgments, Page 194

Preston Thatcher
DISTRICT JUDGE

State of Idaho,)
: ss.
County of Lemhi)

I, W. W. SIMMONDS, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for said County aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of a DECREE OF DIVORCE, as the same appears of record in my office in Book E of Judgments, Page 194, official records of Lemhi County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd day of December, 1949.

W. W. Simmonds,
Clerk of the District Court and
Ex-Officio Auditor and Recorder.
By Betty Lue Smart, Deputy.

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEWIS

VIOLA WRIGHT, Plaintiff, -- vs -- JOHN L. WRIGHT, Defendant.	:	DECREE

NO. 1471
FILED
AT 10:45 O'CLOCK A M.
DEC 5 1949
H. R. Emerson
Clerk of the District Court
By Doris Thomas
DEPUTY

4 180
1 283

The above entitled cause came on duly and regularly for hearing in Open Court without a jury on the 2rd day of December, 1949, before the Honorable Leo McCarty, Judge of the above entitled Court. The plaintiff appearing in person and by her attorney, John R. Kemper, and no person or persons appeared for or on behalf of the defendant, John L. Wright. It appearing to the Court that the defendant, John L. Wright, was duly and regularly personally served with process of summons and complaint on the 7th day of November, 1949 at Baltom, Montana, and that said defendant has failed to demur, answer or otherwise plead within the time provided by law. That the said defendant having been in default and his default having been duly and regularly entered herein, and it appearing to the Court upon reading and filing the affidavit of Viola Wright, the plaintiff in the above entitled action, which said affidavit is filed herein pursuant to the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940 and supplemental acts thereto, that the defendant, John L. Wright, is not now in the Military Service of the United State of America, in accordance with the terms of said act; and this cause having been duly and regularly set for trial, and evidence submitted, and the cause having been fully submitted to the Court, and the Court having duly considered the same and being fully advised in the premises, finds that the allegations of plaintiff's complaint are true and correct.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this does order and decree that the marriage between plaintiff, Viola Wright and the defendant, John L. Wright be dissolved, and the same is hereby dissolved,

and the said parties, and each of them, is freed and absolutely released from the bonds of matrimony, and all the obligations thereto, and each of said parties are restored to the status of a single person.

Done in open Court this 2nd day of December, 1949.

Lee McCarty
District Judge.

STATE OF IDAHO)
ss.
County of Lewis)

I hereby certify that the above is a true copy of the original on file in my office.

W. R. Emerson
Clerk of the District Court

8196

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR LEWIS COUNTY

LULU M. GLASBY, Plaintiff, -vs- GEORGE S. GLASBY, Defendant.	DECREE

No. 1472
FILED
AT 1 O'CLOCK P M.
DEC 8 1949
W. R. Emerson
Clerk of Dist. District Court
by Doris Thomas
DEPUTY

181
283
4 1

This action coming on regularly for hearing on the date hereof and plaintiff appearing in person and being represented by her attorney of record, and it appearing that summons has been duly and regularly and personally served upon said defendant in Nez Perce County, State of Idaho, according to law, and proof thereof having been filed herein, and said defendant having failed to demur, answer or otherwise plead to plaintiff's complaint within the time provided by law, and said defendant being in default, and it appearing from the affidavit on file in the above entitled matter that said defendant is not engaged in any military service within the spirit or intent of the soldiers and sailors civil relief act of the United States of America, and the default of said defendant having been duly and regularly entered and evidence having been introduced, heard and considered, and the court being fully advised in the premises, and having heretofore made and entered findings of fact and conclusions of law,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, that the marriage relation heretofore existing between plaintiff and defendant be and the same is hereby dissolved and plaintiff is given an absolute decree of divorce.

DONE in open court at Lewiston, Idaho, this 6th day of December, 1949.

LEO McCARTY

STATE OF IDAHO)
ss.
County of Lewis)

I hereby certify that the above is a true copy of the original on file in my office.

W. R. Emerson
Clerk of the District Court

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LINCOLN

BETTY HOCKLANDER,
Plaintiff,

-vs-

JOSEPH J. HOCKLANDER,
Defendant.

D E C R E E

The above entitled matter came on regularly for hearing at Shoshone, Lincoln County, Idaho, on the 11th day of October, 1949, and it appearing to the Court that the Defendant had been regularly served with Summons and Complaint and had failed to answer Plaintiff's Complaint herein in the time allowed by Law and the Order of this Court; that the Defendant was not in the Military Service; and the Default of the Defendant having been regularly entered, testimony was introduced in behalf of the Plaintiff, and it appearing to the Court that the Plaintiff was and is entitled to a Decree of Divorce on the grounds of Extreme Cruelty, to the custody of Carol Ann Hocklander, the minor child of the Plaintiff and Defendant, and to a share in the division of the community property acquired by the Plaintiff and Defendant during their coverture;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the Plaintiff, Betty Hocklander and the Defendant, Joseph J. Hocklander be and the same are hereby permanently dissolved and a Decree of Divorce granted;

2.

That the custody of Carol Ann Hocklander, the minor child of the Plaintiff and Defendant be and the same is hereby awarded to the Plaintiff, Betty Hocklander, provided however, that the Defendant may have the privilege of visiting the said child at reasonable times and places.

3.

That the property Settlement and support money Agreement, filed in this matter as "Plaintiff's exhibit 'A' for purposes of identification" is by this Court confirmed and by this reference made a part of this Decree.

Done in open Court this 11th day of October, 1949.

3337/4
Filed Oct. 11, 1949
Ruth K. Chess, Clerk

D. H. Sutphen
District Judge, Fourth
Judicial District.

STATE OF IDAHO,)
: SS. 8197
County of Lincoln,)

I, Ruth K. Chess, Clerk of the District Court, and Ex-Officio Recorder in and for the County of Lincoln, State of Idaho, do hereby c certify that the annexed is a full, true and correct copy of the original Decree of Divorce, Betty Hocklander vs. Joseph J. Hocklander, now on file in my office, as the same appears on the Records of said Lincoln County, State of Idaho in Book 7 Civil Judgments at page 171.

IN TESTIMONY WHEREOF, I have set my hand and affixed my official seal this 20th day of December, A.D. 1949.

Ruth K. Chess
Clerk--Ex-Officio Recorder

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT IN AND FOR THE COUNTY OF LINCOLN, STATE OF IDAHO.

8198

LOU SMITH)
Plaintiff)
vs) DECREE
EVERET M. SMITH)
Defendant)

This matter came on for hearing in Chambers in Gooding, Gooding County, Idaho, this 26th. day of October, 1949, the plaintiff appearing in person and by her attorney, Ross B. Haddock, and the defendant appearing not, either in person, or by anyone for him. The court thereupon inspected the court files and the summons in this matter, and the sworn acceptance of service of summons by the defendant, and finds that the defendant accepted service of summons in Richfield, Lincoln County, Idaho, on October 5, 1949. The court finds that the statutory time allowed the defendant for making an appearance and pleading to said complaint has expired, and that the defendant is in default for want of an answer, and for failure to plead to the complaint on file herein. The court finds that a Clerk's default has been entered in this matter on October 26, 1949, and the court hereby ratifies and confirms the default of the defendant so entered.

Thereupon the plaintiff and Leonard E. McDermon were duly sworn and testified in behalf of the plaintiff, whereupon the plaintiff rested, and the court having seen and heard the testimony in behalf of the plaintiff, and having seen and inspected the files and records in this matter, and being fully advised in the premises, finds that all of the allegations of the plaintiff's complaint are true, and that plaintiff is entitled to the relief prayed in her complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the marriage between the plaintiff, Lou Smith, and the defendant, Everet M. Smith, be and the same hereby is dissolved, and that the plaintiff is hereby granted an absolute divorce from the defendant, and that plaintiff and defendant, and each of them, are

freed and absolutely released from the bonds of matrimony and from all obligations thereof.

2. That the written property settlement and agreement for the custody of the three minor children of plaintiff and defendant, dated September 23, 1949, a copy of which has been admitted in evidence herein, marked: "Plaintiff's Exhibit A," and all the terms thereof be, and the same is hereby ratified, approved and confirmed by this court, and that plaintiff and defendant be awarded the custody of their three minor children: Eugene M. Smith, Eva Lou Smith and Susan Smith, as in said agreement set out, and that defendant pay to the plaintiff the monthly payments called for in said property settlement and agreement for the custoday of said minor children, in the manner and at the times therein specified. It is further ordered that the custody of said three minor children be so awarded to the parties hereto, and said monthly payments be ordered made by the defendant herein to the plaintiff herein until further agreement between the parties hereto, or until further order of this court.

3. The costs of this action be taxed to the plaintiff.

Done in Chambers in Gooding, Idaho, this 26th. day of October, 1949.

D. H. Sutphen

District Judge

3338/4
Filed Oct. 27, 1949
Ruth K. Chess, Clerk

STATE OF IDAHO)
) ss.
Lincoln County)

I, Ruth K. Chess, Clerk of theDistrict Court, and ex-Officio Recorder in and for the County of Lincoln, State of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the original Divorce Decree of Lou Smith vs. Everet M. Smith now on file in my office, as the same appears on the Records of said Lincoln County, State of Idaho in Book 7 Civil Judgments at page 172.

IN TESTIMONY WHEREOF, I have set my hand and affixed my official seal this 20th day of December, A.D. 1949.

Ruth K. Chess
Clerk- Ex-Officio Recorder

2747

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

RHEA KINGTON,
Plaintiff,
vs.
RAYMOND KINGTON,
Defendant.

DECREE OF DIVORCE

This matter came on regularly to be heard and tried by the court on the 6th day of December, 1949, upon plaintiff's complaint and a written Stipulation, general appearance and waiver entered into between plaintiff and defendant which is on file herein wherein the defendant entered his appearance waiving time in which to appear or answer plaintiff's complaint; that default has been entered herein against the defendant.

Plaintiff was present in court represented by her counsel, Mary Smitham W. Lloyd Adams of Rexburg, Idaho, and the defendant did not appear either in person or by attorney.

The plaintiff, Rhea Kington, and Albert Scatt were sworn and testified on behalf of plaintiff and it appearing that the plaintiff has been a resident of the State of Idaho for more than six full weeks prior to the commencement of this action and that defendant has been guilty of extreme cruelty toward plaintiff, and

It further appearing that the parties hereto have entered into a Stipulation Agreement gegarding the custody of their minor child and their property rights and that said stipulation should be allowed and approved, and

It further appearing that all the allegations and avertments in plaintiff's complaint are true.

NOW, THEREFORE, on motion of plaintiff's attorneys, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between plaintiff, Rhea Kington, and

defendant, Raymond Kingston, be and the same is forever dissolved, set aside and held for naught and the plaintiff and defendant, and each of them, is, and they are hereby forever absolutely released and discharged from the obligations thereof and each of them is hereby restored to the status of a single person.

2. Plaintiff is hereby awarded the custody, care and control of their minor child, Gloria Jean, subject to defendant's right to visit said child at reasonable times and the defendant is hereby ordered and directed to pay to the plaintiff for the support of said minor child the sum of $50.00 per month each and every month beginning with the 21st day of November, 1949.

3. Plaintiff is hereby awarded the following described property as her sole and separate property and for her sole and separate use and benefit:

> Household goods and furniture; meat in the locker; 1936 Chevrolet car and one-half of the money in the bank.

Defendant is hereby ordered and directed to pay to plaintiff the sum of $222.50 for her equity in the community property awarded to the defendant and is ordered and directed to pay such sum to plaintiff in amounts of $10.00 a month commencing the 6th day of December, 1949, and continuing until the defendant has paid plaintiff's attorney's fee. He is ordered and directed to pay to plaintiff $25.00 a month thereafter, such payments to continue until the said $222.50 has been paid in full.

4. Defendant is hereby awarded as his sole and separate property, for his sole and separate use and benefit the following described property:

> Trailer house, chickens, house and lot in Rexburg, Madison County, Idaho, and one-half of the money in the bank.

5. Plaintiff is hereby awarded judgment against defendant for her attorney's fees in the sum of $100.00, payable to Mary Smith in amounts of $25.00 a month commencing December 6, 1949.

Dated this 6th day of ~~November~~ December, 1949.

Henry L. Martin
District Judge.

2749

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR MADISON COUNTY.

DARCUS WHEELER,	)	
Plaintiff,	(	
vs.	)	DECREE OF DIVORCE
GLEN WHEELER,	(	
Defendant.	)	

This matter came on regularly to be heard and tried by the court on the 6th day of December, 1949, upon plaintiff's complaint, and it appearing that the defendant was duly and regularly served with summons on the 12th day of November, 1949, in Bonneville County, State of Idaho, and

It further appearing that the defendant has failed to appear and plead in this cause and that the default of the defendant has been duly and regularly entered herein and that the defendant at the time of the commencement of this action was not in the military service of the United States and is not now in themilitary service of the United States.

Plaintiff was present in court represented by her counsel, Mary Smith of Rexburg, Idaho, and the defendant did not appear either in person or by attorney. The plaintiff, Darcus Wheeler, and Lorraine Beckstead were sworn and testified on behalf of plaintiff, and

It appearing that plaintiff has been a resident of the State of Idaho for more than six full weeks prior to the commencement of this action and that the defendant, though of sufficient ability, for more than one year prior to the commencement of this action has failed, neglected and refused to provide the plaintiff with the common necessities of life, and

It further appearing that all the allegations and avertments in plaintiff's complaint are true.

NOW, THEREFORE, on motion of plaintiff's attorney, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between the plaintiff, Darcus Wheeler, and the defendant, Glen Wheeler, be, and the same is forever dissolved, set aside and held for naught and plaintiff and defendant and each of them is and they are hereby forever absolutely released and discharged from the obligations thereof and each of them is hereby restored to the status of a single person.

Dated this 6th day of December, 1949.

Henry L. Martin
District Judge.

2152

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO IN AND FOR MADISON COUNTY

Ross Z. Andersen, Plaintiff	)	
vs	)	DECREE OF DIVORCE
Thora Mary Andersen, Defendant	)	

This cause came on regularly to be heard and tried before the court, sitting at Chambers, in Idaho Falls, Bonneville County, Idaho, on the 23rd day of December, 1949, the plaintiff appearing in person and by his attorney T. W. Smith, and the defendant not appearing either in person or by attorney;

Upon said hearing it appearing to the satisfaction of the court that the defendant herein Thora Mary Andersen, has been duly served with summons, by publication of summons, in the Rexburg Standard, a news paper published weekly in the said County of Madison, and of general circulation and most likely to give notice of summons and complaint to the defendant, for the time and in the manner prescribed by law and according to the order of this court; and the defendant having failed to appear and plead to the complaint of the plaintiff, and the time for pleading and answering having expired and no answer or demurrer having been filed and the default of the defendant Thora Mary Andersen have been duly entered according to law and the court having heard the testimony introduced by the plaintiff in support of his complaint, and the cause having been submitted, and the court having duly considered the law and the evidence finds and concludes as follows:

That all of the material allegations of plaintiff's complaint are true. That the defendant is guilty of extreme cruelty towards the plaintiff.

That the plaintiff is and has been a bona fide resident of the County of Madison State of Idaho, for more than six months preceeding the commencement of this action.

That the defendant has never been in the military service of the

the United States and is not now in such service.

That the plaintiff and defendant intermarried in the City o Rigby, County of Jefferson, State of Idaho, on the 20th day of November, 1935, and ever since have been husband and wife.

That the following named children are the issue of said Mx marriage, Vern S. Anderson, a son, age 13 years
Elva Andersen, a daughter, age 12 years
Lois Andersen, a daughter, age 10 years
Shirley Andersen, a daughter, age 8 years

and are all in the care and custody of the plaintiff, living on th farmstead hereinafter described.

That during the coverature of the plaintiff and defendant, they have acquired and accumulated certain real and personal property, all of which is located and situated in the County of Madison, State of Idaho, and described as follows, towit:

Real Property:

Commencing at a point eleven (11) rods North of the Southwest corner of the Northwest quarter of Section Fifteen (15) Township Five (5) North of Range Thirty-nine (39) East Boise Meridian, and running thence North Fifty-four (54) rods, thence East Thirty (30) rods, thence North Fifteen (15) rods, thence East One Hundred Thirty (130) rods, thence South Sixty-nine (69) rods, thence West One Hundred Sixty (160) rods to the place of beginning, together with Five (5) shares of the Capital Stock of the Liberty Park Canal Company.

Personal Property:

Included, but not limited to the following;
Livestock, four cows, two calves, three horses, one sow pig and a number of chickens;
A complete set of farm implements; a complete repair shop with tools and machinery; household furniture, utensils and equipment;
The following automobiles and truck:
1- 1949 Dodge Pickup, Title No. 642879
1- 1940 Chevolet Car, Title No, C 374510
1- 1942 Oldsmobile Car, Title No. A 423653
1- 1939 Plymouth Sedan, Title No. B 333409
1- 1936 Chevolet truck, Title No. E 276563

1949 unsold crops, hay, grain and potatoes of the value of approximately $2500.00, and stored on the premises.

That the plaintiff is the owner of and entitled to, two life insurance policies as follows;

Insurer: Beneficial Life Insurance Company, Policy No. 88607,
Dated January 9, 1929, Amount $500.00,
Beneficiary, Thora M. Andersen, wife

Beneficial Life Insurance Company, Policy No. 163199,
Dated December 1st, 1936, Amount $500.00,
Beneficiary, Thora M. Andersen, wife

That on the 31st day of October, 1949, without the consent or previous knowledge of the plaintiff, the defendant left her home, abandoned her husband and deserted her children above named; that on said day, aforesaid, she did then and there go away with a certain male person by the name of Roy O. Ladd, and with the exception of returning to her home on the 2nd day of November, 1949, to get her clothes, she has not returned, neither has she made her whereabouts known, all of which has caused the plaintiff great mental suffering, grievous unrest and mental pain;

As conclusions of law from the foregoing facts, the court finds that the plaintiff is entitled to a judgment and decree, dissolving the bonds of matrimony between plaintiff and defendant; that the community property be set asisde to the plaintiff and that the plaintiff be awarded the care, custody and control of the minor children:

Wherefore, in accordance therewith, it is ordered, adjudged and decreed, that the plaintiff above named is entitled to a divorce on the grounds of extreme cruelty; that the bonds of matrimony existing between the plaintiff and defendant be and the same are hereby dissolved; that all of the real and personal property hereinbefore described, and all other property belonging to the plaintiff and defendant and not herein specificly described be and the same is hereby set aside and decreed to the plaintiff; that the life insurance policies hereinbefore described be and the same are hereby decreed to the plaintiff; that the care, custody and control of the minor children hereinbefore named be and they are hereby awarded to the plaintiff.

Dated this 23rd day of December, 1949.

Henry S Martin

District Judge

8202

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA

BERNADINE WERTH,
Plaintiff,
vs.
CONRAD WERTH,
Defendant.

DECREE

The above-entitled cause of action came on for hearing before me in the regular November term of the above-entitled Court, on this 10th day of December, 1949, plaintiff appearing in person and with witnesses and the defendant appearing not.

It appearing from the records and files of said cause that the defendant had been duly and regularly served with summons and complaint and that the time for appearance had expired and default of the defendant has been duly and regularly entered.

WHEREUPON, witnesses were called, sworn and testified for and on behalf of the plaintiff, and the court after listening to all of said testimony, free of all legal objections thereto, and being fully advised in the premises, makes and enters its findings as follows:

1. The Court finds that the plaintiff now is and for more than six weeks next preceding commencement of this action is and has been an actual and bona fide resident of the State of Idaho.

2. The Court finds that the plaintiff and defendant were intermarried on or about the 11th day of November, 1909, and now are and ever since said time have been husband and wife.

3. The Court finds that there are two minor children the issue of said marriage; Donnald Werth, age 13 years and Donna Werth, age 15 years; the court finds that said minor children are now in the care, control and custody of the plaintiff and have been in the care, control and custody thereof for more than a year next preceding the commencement of plaintiff's action.

4. The Court finds that the only community property of the plaintiff and defendant is a small amount of household goods which is in the possession of the plaintiff and used by said plaintiff for maintainging a home for the minor children and said plaintiff.

5. The Court further finds that the plaintiff having proven all of the material allegations of her complaint, that it is a proper matter for the entry of a decree of divorce.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony existing between the plaintiff and defendant, be and the same are hereby dissolved, and that a decree of divorce be made and entered in favor of the plaintiff and against the defendant.

2. That it is further ordered, adjudged and decreed that the

plaintiff have the care, control and custody of the two said minor children, Donnald Werth and Donna Werth and that the household goods be and is hereby decreed to said plaintiff to have and hold as her sole and separate property.

Made and entered in open Court this 13th day of December, 1949, in the City of Rupert, County of Minidoka, and within the Eleventh Judicial District of the State of Idaho.

Hugh C. Baker
District Judge

STATE OF IDAHO,)
) ss.
County of Minidoka.)

I, Worth S. Elton, the duly elected, acting and qualified Clerk of the District Court of the Eleventh Judicial District of the State of Idaho, in and for the County of Minidoka, do certify that the foregoing is a full, true and correct copy of the original decree filed and recorded in the above entitled cause of action.

IN WITNESS WHEREOF, I hereunto set my hand and seal of said Court this 13th day of December, 1949.

Worth S. Elton
Clerk, District Court

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF NEZ PERCE.

10818

LORENE GARDINER)

Plaintiff)

vs.)

WILLIAM GARDINER)

Defendant)

D E C R E E

FILED

12:00 O'CLOCK P M

DEC - 3 1949

PEARL M. WEITGERBER
Clerk of the District Court
By E. V. BECK DEPUTY

The above entitled cause came on regularly for hearing on the 3rd day of December, 1949, before the Honorable Leo McCarty, Judge of the above entitled Court. The plaintiff appeared in person and by her attorney of record, Russell S. Randall, and it appearing to the Court that the defendant above named has appeared in said action by general demurrer and that the said demurrer having been over-ruled and the defendant through his attorney of record, Thomas A. Madden, having refused to plead further to plaintiff's complaint on file herein, and the defendant being in default and his default having been duly and regularly entered herein and this cause having been duly and regularly set for trial and evidence oral and documentary submitted and the cause having been fully submitted to the Court and the Court having duly considered same and it appearing to the Court that all of the allegations in the plaintiff's complaint are true and that the parties have settled their property rights,

NOW, THEREFORE, based thereon

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between plaintiff and defendant be and the same are hereby dissolved and that the plaintiff, Lorene Gardiner, is hereby granted an absolute decree of divorce from the defendant, William Gardiner, on the grounds of extreme cruelty and the said parties are, after the entry of this decree, each restored to the status of a single person.

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 19

2. That there is hereby awarded to plaintiff the absolute care of the following named minor child of the plaintiff and defendant:

Richard Gardiner

subject to the right of defendant to visit said minor child at all reasonable times and places.

3. That the property settlement agreement between the plaintiff and defendant dated December 1, 1949, a copy of which is attached hereto and Marked Plaintiff's Exhibit I and made a part hereof as though fully set out herein, be and the same is hereby ratified, confirmed and approved.

Dated this 3rd day of December, 1949.

LEO McCARTY

District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 3rd day of Dec., 1949.

PHILIP WEISGERBER, Clerk

By E. Fleck
Deputy

8204

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

IN AND FOR THE COUNTY OF NEZ PERCE.

10788

JAMES G. LANGLEY)
Plaintiff)
vs.) DECREE
MARIE LANGLEY)
Defendant)

FILED
10:30 O'CLOCK A.M.
DEC - 6 1949
PHILLIP W. EISENBERGER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

The above entitled cause came on regularly for hearing in open court on the 6th day of December, 1949, before the Honorable Leo McCarty, Judge of the above entitled court. The plaintiff appeared in person and by his attorney, Russell S. Randall, and no person or persons appeared for or on behalf of the defendant Marie Langley. It appeared to the Court that the defendant, Marie Langlie, was duly and regularly served with process of Summons and Complaint in Muhlenberg County, Kentucky on the 14th day of November, 1949, and that said defendant has failed to appear, demur, answer or otherwise plead within the time provided by law, and that the defendant having been in default and her default having been duly and regularly entered herein and this cause having been duly and regularly set for trial and evidence oral and documentary submitted and the cause having been fully submitted to the Court and the Court having duly considered same and it appearing to the Court that all of the allegations in plaintiff's complaint are true,

NOW, THEREFORE, BASED THEREON.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between plaintiff and defendant be and the same are hereby dissolved

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 19

and that the plaintiff James G. Langley is hereby granted an absolute decree of divorce from the defendant Marie Langley on the grounds of extreme cruelty, and said parties are, after the entry of this decree each restored to the status of a single person.

Dated this 6th day of December, 1949.

LEO McCARTY

District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 6th day of Dec, 1949.

PHILIP WEISGERBER, Clerk

By E. M. Peek Deputy

8205

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

GAIL B. CLONINGER,)
Plaintiff,) No. 10812
-vs-) DECREE
LUCILLE CLONINGER,)
Defendant.)

FILED
AT 10:30 O'CLOCK A M
DEC 10 1949
PHILIP W. GERBER
Clerk of the District Court
By E. V. Beck.
E. V. BECK, DEPUTY

This cause came on duly and regularly for hearing in open court before the above entitled court on the 10 day of December, 1949, plaintiff appearing in person and by Cox, Ware & Stellmon, his attorneys of record herein, and it appearing to the court that the defendant has filed a demurrer herein to the complaint of plaintiff, which said demurrer has heretofore been overruled by the court and that thereafter the said defendant filed herein a refusal to further plead to the complaint of the plaintiff; that the default of the defendant has been duly declared and entered; that said defendant is not now in the services of the Armed Forces of the United States or any of its allies, as will appear from the affidavit of plaintiff on file herein and the cause having come on for hearing upon the complaint of the plaintiff, and witnesses having been called, sworn and examined in open court, and oral and documentary evidence having been heard, submitted and considered, and the court finding that the allegations of the plaintiff's complaint are true and that the defendant deserted the plaintiff in the month of September, 1948, more than one (1) year prior to the filing of the complaint in this action, and continues to desert and live separate and apart from said plaintiff without just cause, and the court being fully advised in the premises,

NOW, THEREFORE, premises considered, the court renders and enters herein its judgment and decrees as follows:

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 17

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that the plaintiff, GAIL B. CLONINGER, is now and for many years last past has continuously been a bona fide resident of Nez Perce County, State of Idaho.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between plaintiff, GAIL B. CLONINGER, and the defendant, LUCILLE CLONINGER, be and the same are hereby dissolved and the plaintiff is hereby granted an absolute divorce from the defendant and that the defendant's former name, to-wit: LUCILLE PERRY be restored to her.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the property settlement agreement entered into between the parties on November 14, 1949, a full, true and correct copy of which said agreement is hereunto annexed is hereby confirmed, ratified and approved in all respects and that the community property of the parties be and the same is hereby awarded to the parties as provided in said agreement as follows, to-wit:

To the defendant, Lucille Cloninger, as her sole and separate property any and all money on deposit in any bank on November 14, 1949, in the name of Lucille Cloninger, together with any money in her possession on said date and any money due, owing or unpaid to her on said date, together with the sum of Fifteen Hundred Dollars ($1500.00) in cash, and the articles of household furniture specifically described in said agreement.

To the plaintiff, Gail B. Cloninger, as his sole and separate property, the residence property of the parties designated as street number 1315 - 12th Street, in the City of Lewiston, Nez Perce County, Idaho, and more particularly described as follows:

> The South Sixty (60) feet of Lot Seven (7), Block "B" McAllister's Addition to the City of Lewiston, Idaho, according to the recorded plat thereof, together with the easement for sewer pipe line as reserved in the deed recorded in Book 136 of Deeds, page 230, records of Nez Perce County, Idaho, and excepting from the above described tract, the South Five (5) feet thereof conveyed to the City of Lewiston for street purposes by deed recorded in Book 115 of Deeds, page 461 records of said County,

together with one (1) 1942 DeSoto five passenger coupe automobile bearing Motor No. S1017013, together with any and all other community property owned or possessed by the parties on November 14, 1949.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that any property acquired by either of the parties subsequent to November 14, 1949, shall be and remain the sole and separate property of the party acquiring the same.

Done in open court this 10 day of December, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 10th day of Dec, 194[illegible]

PHILIP WEISGERBER, Clerk
By [illegible]
Deputy

8206

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10795

NELLIE McINTOSH,

Plaintiff,

vs.

WARREN McINTOSH,

Defendant.

FILED
AT 11:00 O'CLOCK A M
DEC 10 1949
PHILIP W. FISCHER
Clerk of the District Court
By E. V. Beck
E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Decreed Vol. 10 Page 19

DECREE OF DIVORCE

This cause having come on duly and regularly for hearing in Open Court on this 10th day of December, 1949, before the Hon. Leo McCarty, Judge of the above entitled Court, plaintiff appearing in person and by and through her attorney of record, and the defendant having accepted service of summons and complaint on November 17, 1949, in which Acceptance of Service the defendant certified that he is not in the military service of the United States in any capacity and not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and the said defendant having failed to appear, answer or demur to plaintiff's complaint within the time allowed by law, or at all, and the default of said defendant having been duly and regularly entered for his failure to appear, answer or demur to plaintiff's complaint, and the Court having heard the evidence, both oral and documentary, FINDS:

That the defendant accepted service of summons and complaint in this action by an instrument in writing, duly acknowledged by the defendant on November 17, 1949; that the said defendant certified in said acceptance of service that he was not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended; that the defendant failed to appear within the time allowed by law, or at all, to answer or demur to plaintiff's complaint, and that his default was duly and regularly entered by the Clerk of

this Court for his failure to appear, answer or demur to plaintiff's complaint;

That the plaintiff and the defendant intermarried at Harrisburg, Arkansas, on February 20, 1947, and ever since have been and now are husband and wife;

That the plaintiff is now and was for more than six weeks immediately prior to the commencement of this action a bona fide resident of the State of Idaho;

That there has been born as issue of said marriage one child, to-wit, Warren McIntosh, Jr. of the age of one and one-half years, which child is presently with plaintiff;

That the plaintiff is a fit and proper person to have the sole care, custody and control of the minor child of the parties to this action;

That the plaintiff and the defendant have acquired no community property and no property rights need be adjudicated in this action;

That during the existence of said marriage the defendant has treated this plaintiff in a cruel manner, to-wit:

> That this defendant has repeatedly told this plaintiff that he does not love her and does not wish to live with this plaintiff as his wife; that said defendant refuses to assume the responsibilities of marriage and refuses to support this plaintiff and their minor child; that said defendant refuses to live with this plaintiff; all of which has caused this plaintiff grievous mental anguish and suffering

From the foregoing Findings the Court concludes:

1. That the plaintiff is entitled to an absolute decree of divorce from the defendant upon the grounds of cruelty.

2. That the plaintiff is a fit and proper person to have the sole care, custody and control of Warren McIntosh, Jr., the minor child of the parties to this action.

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY ORDERED, ADJUDGED and DECREED:

1. That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be and the same are hereby dissolved and that the plaintiff is hereby granted an absolute decree of divorce from the defendant upon the grounds of cruelty.

2. That the sole care, custody and control of Warren McIntosh, Jr., the minor child of the parties to this action, is hereby awarded to this plaintiff.

DONE in Open Court this 10th day of December, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 10th day of Dec, 1949.

PHILIP WEISGERBER, Clerk

By [illegible] Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

VIOLA M. EARLE,

Plaintiff,

vs.

ELLIS EDWARD EARLE,

Defendant.

No. 10804 ✓

FILED
AT 11:15 O'CLOCK A M
DEC 12 1949
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck.
E. V. BECK, DEPUTY

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Lee McCarty, Judge of the above entitled court, on the 12th day of December, 1949, at Ten o'clock A.M. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and he having been regularly served with Summons and Complaint in this cause within the State of Idaho, on the 17th day of November, 1949, and twenty days having expired since said service, and he having failed to appear, demur or answer within the time allowed by law, or at all; and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises makes the following findings and decrees:

Entered Vol. ____ Page ____
Docketed Vol. 12 Page 19

That the defendant accepted service of Summons and Complaint in this cause within the State of Idaho at Lewiston in Nez Perce County, Idaho, on the 17th day of November, 1949.

That the allegations of the plaintiff's Complaint are found by the Court to be true and by reference thereto are incorporated in this Decree as Findings of Fact.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of wilful neglect and non-support.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Viola M. Earle, and the defendant, Ellis Edward Earle, be, and the same hereby are wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

DATED at Lewiston, Idaho, this 12th day of December, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 12th day of Dec, 1949.

PHILIP WEISGERBER, Clerk

By C. Peck
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

MARJORIE V. HEINOLD,
Plaintiff,
vs.
OLIVER F. HEINOLD,
Defendant.

No. 10775

FILED
At 10:50 o'clock A. M.
DEC 14 1949
P. [illegible] Recorder
By E. V. Beck.
E. V. BECK, DEPUTY

Entered Vol. ____ Page ____
Docketed Vol. ____ Page ____

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Leo McCarty, Judge of the above entitled court, at Ten o'clock A.M., on the 13th day of December, 1949. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and he having been regularly and duly served with Summons and Complaint in this cause in the State of Missouri, pursuant to Affidavit and Order for service in a foreign jurisdiction, on the 26th day of October, 1949, and twenty days having expired since said service and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following findings and decrees:

That the defendant was served with Summons and Complaint in this cause in Clayton County, State of Missouri, on the 26th day of October, 1949.

That the allegations of the plaintiff's Complaint are found by the Court to be true as alleged in said Complaint and by reference are incorporated in this Decree as Findings of Fact.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Marjorie V. Heinold, and the defendant, Oliver F. Heinold, be, and the same are hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be, and she hereby is restored her maiden name, that of Marjorie V. Smith.

DATED at Lewiston, Idaho, this 14th day of December, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 14th day of Dec., 1949.

PHILIP WEISGERBER, Clerk

By E. Peck
Deputy

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

LILAS D. FLICK,

Plaintiff,

vs.

RAYMOND S. FLICK,

Defendant.

No. 10801

FILED
AT 10:45 O'CLOCK A M
DEC 14 1949
PHILIP WEINSHEIMER
Clerk of the District Court
By E. V. DECK, DEPUTY

DECREE OF DIVORCE

The above entitled cause came on regularly for trial in open court at Lewiston, Idaho, before the Honorable Lee McCarty, Judge of the above entitled court, at Ten o'clock A.M., on the 14th day of December, 1949. The plaintiff appeared in person and was represented by her attorney, Paul C. Keeton. The defendant did not appear either in person or by attorney, and he having been regularly and duly served with Summons and Complaint in this cause in the State of Washington, pursuant to Affidavit and Order for service in a foreign jurisdiction, on the 22nd day of November, 1949, and twenty days having expired since said service and he having failed to appear, demur or answer within the time allowed by law, or at all, and he being in default and his default having been entered and a Non-Military Affidavit having been filed by the plaintiff as required by the Soldiers' and Sailors' Civil Relief Act of 1940, and all laws amendatory thereof, the Court proceeded to hear the cause.

Witnesses were sworn and examined on behalf of the plaintiff and testimony and corroborating testimony was admitted; and the Court being advised in the premises, makes the following findings and decrees:

Entered Vol. ___ Page ___
Docketed Vol. 10 Page 19

That the defendant accepted service of Summons and Complaint in this action in the County of Yakima, State of Washington, on the 22nd day of November, 1949.

That the allegations of the plaintiff's Complaint are found by the Court to be true as alleged in said Complaint and by reference are incorporated in this Decree as Findings of Fact.

The Court concludes from the Findings of Fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of extreme cruelty.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Court has jurisdiction of the parties and the subject matter of this action.

That the bonds of matrimony heretofore existing between the plaintiff, Lilas D. Flick, and the defendant, Raymond S. Flick, be, and the same are hereby wholly and forever dissolved and the parties are released from each other and from all matrimonial obligations and they are restored to the status of single, unmarried persons; and the plaintiff is granted and given an absolute decree of divorce from the defendant.

DATED at Lewiston, Idaho, this 14th day of December, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.

WITNESS my hand and official seal this 14th day of Dec, 1949.

PHILIP WEISGERBER, Clerk

By G. Miller
Deputy

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 20th day of Dec, 1949.

PHILIP WEISGERBER, Clerk

By E. Weber
Deputy

8210

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

10745

MARJORIE L. ROPER,)
Plaintiff,)
vs.) DECREE
LOUIS J. ROPER,)
Defendant.)

FILED
AT 11:15 O'CLOCK A M
DEC 20 1949
E. W. Weber
CLERK DISTRICT COURT

This cause coming on regularly for hearing before the Honorable Leo McCarty, Judge of the above entitled court, on the 20th day of December, 1949, plaintiff appearing in person and being represented by her attorney, and defendant having been duly and regularly served with process, and having failed to appear, and the time for such appearance having expired, and defendant being now in default, and his default having been entered herein and evidence having been introduced, heard and considered; and it appearing therefrom that all allegations of plaintiff's complaint are true, and the court being now fully advised in the premises, does hereby render its decree as follows, to-wit:

Entered Vol. 10 Page 19
Docketed Vol. 10 Page 19

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the marriage relationship heretofore existing between plaintiff and defendant, be, and the same is hereby dissolved, and plaintiff is hereby given and granted a decree of divorce from said defendant.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff, Marjorie L. Roper, be, and she is hereby granted and awarded the sole and exclusive care, custody and control of Michael Roper, the minor child of the parties to this action.

Dated this 20th day of December, 1949.

LEO McCARTY
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 27th day of Dec, 1949.

PHILIP WEISGERBER, Clerk

By G. V. Beck Deputy

8211

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

MAC COLE,

Plaintiff,

vs.

MAXINE COLE,

Defendant.

No. 10807

FILED
AT 4:30 O'CLOCK P M
DEC 27 1949
PHILIP WEISGERBER
Clerk of the District Court
By G. V. Beck
E. V. BECK, DEPUTY

DECREE OF DIVORCE

This cause having come on regularly for trial before the Court; the plaintiff appearing in person and by his attorneys, J. H. Felton and William J. Jones; the defendant having been duly and regularly served with summons and having failed to appear, and twenty days having elapsed and the default of the said defendant having been entered and filed in the said cause as provided by law; the Court having heard the evidence in support of plaintiff's complaint, the residence requirements provided by law having been corroborated; and the Court having heard the evidence in support of plaintiff's complaint, having made findings of fact herein supporting plaintiff's complaint, and having concluded as a matter of law that the plaintiff is entitled to the relief demanded in said complaint,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the plaintiff, Mac Cole, and the defendant, Maxine Cole, be and the same are hereby dissolved, and that the plaintiff is awarded an absolute decree of divorce from the defendant.

DATED at Lewiston, Idaho, this 24th day of December, 1949.

LEO McCARTY
District Judge

Entered Vol. ___ Page ___
Docketed Vol. 10 Page 19

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

JUNE WILLIAMS,

Plaintiff,

vs.

ULYSS W. WILLIAMS,

Defendant.

NO. 10793

FILED
AT 10 30 O'CLOCK A M
DEC 31 1949
PHILIP WEISGERBER
Clerk of the District Court
by E. V. BECK, DEPUTY

D E C R E E

This cause having come on duly and regularly for hearing in open Court before the Honorable Leo McCarty, Judge of the above entitled Court, on this 31st day of December, 1949, the plaintiff appeared in person and by her attorney, V. R. Clements, and no person or persons appeared for or on behalf of the defendant, Ulyss W. Williams. It appeared to the Court that the defendant, Ulyss W. Williams, was duly and regularly served with process of Summons and Complaint, in the manner provided by law, and that the said defendant has failed to appear, demur, answer or otherwise plead within the time provided by law, and it appearing to the Court upon reading and filing the affidavit of June Williams, the plaintiff in the above entitled action, which said affidavit is filed herein pursuant to the provisions of the Soldiers' and Sailors' Civil Relief Acts, from which it is found that the defendant, Ulyss W. Williams, is not now in the military service of the United States of America, in accordance with the terms of said acts, and the defendant having been in default, and his default having been duly and regularly entered and filed herein, and this cause having been duly and regularly set for hearing, and evidence, oral and documentary submitted, and

Entered Vol. ____ Page ____
Docketed Vol. 20 Page 19

the cause having been fully submitted to the Court, and the Court having duly considered the same, and being fully advised in the premises, and finding that the defendant has been guilty of extreme cruelty toward the plaintiff, and that the allegations of the complaint, and each and all of them are true and supported by the evidence,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage between the plaintiff, June Williams, and the defendant, Ulyss W. Williams, be and the same is hereby forever dissolved, and that the plaintiff be and she is hereby awarded and granted an absolute decree of divorce from the defendant, and that the plaintiff and the defendant be and each of them are hereby restored to the status of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be and she is hereby awarded the absolute care, custody and control of Sharen Lynea Williams and Karen Ann Williams, the minor children of the parties, granting unto the defendant the right to visit said children at all reasonable and proper times, and having said children visit him.

Dated and signed this 31st day of December, 1949.

Leo McCarty
District Judge

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause as the same now appears on file and of record in my office.
WITNESS my hand and official seal this 31st day of Dec, 1949.

PHILIP WEISGERBER, Clerk
By [signature]
Deputy

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ONEIDA

R. DEE MERRILL,

Plaintiff,

vs.

MARJORIE CHRISTENSEN MERRILL,

Defendant.

DECREE OF DIVORCE

This cause came regularly on to be heard before the Court sitting without a jury at chambers at Pocatello, Bannock County, Idaho, on the 27th day of December, 1949. Merrill & Merrill, attorneys at law, appeared for and on behalf of the plaintiff and no one appeared for and on behalf of the defendant; and

It appearing to the Court that the defendant was duly and regularly served with summons; that the said defendant failed to appear and plead to plaintiff's complaint on file herein within the time allowed by law or at all, and that her default for failing to plead to plaintiff's complaint, has been duly and regularly entered; and

It further appearing to the Court that the defendant is not in the military or naval service of the United States within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940; and

It further appearing to the Court from the evidence offered and received for and on behalf of the plaintiff that all of the material allegations of the plaintiff's complaint are true and correct, and that a Decree of Divorce should be entered in favor of the plaintiff and against the defendant for the fault of the defendant; and

It further appearing to the Court that there has been no issue born of said marriage; and

It further appearing to the Court that there has been no community property accumulated during said marriage; and

The Court being fully advised in the law and the premises,

IT IS HEREBY ORDERED ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, R. Dee Merrill, and the defendant, Marjorie Christensen Merrill, be and the same are hereby dissolved, and the parties are freed from all obligations thereof and each of them is restored to the status of single person.

IT IS FURTHER ORDERED ADJUDGED AND DECREED That the defendant, Marjorie Christensen Merrill, be and she is hereby restored to her former name of Marjorie Christensen.

Dated this 27th day of December, 1949.

/s/ Isaac McDougall

District Judge

CERTIFICATE

STATE OF IDAHO, } ss.
COUNTY OF ONEIDA }

8213

I, John H. McAllister, Clerk of the District Court and Ex-Officio Auditor and Recorder in and for Oneida County, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of

DECREE OF DIVORCE OF R. DEE MERRILL VS. Marjorie Christensen Merrill

now on file in my office, as the same appears on record in Book No. E of Judgments at Page 171, Records of Oneida County, State of Idaho.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 29th day of December, 1949.

John H. McAllister
Clerk, Ex-Officio Recorder

By ....., Deputy

8214

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

* * * * *

no 2733

VIRGIE M. HOWTON,

Plaintiff,

-vs-

ELMER L. HOWTON,

Defendant.

Filed
12-19-49 Wilson, Clerk
Lillian Wilson
By W R Burnham, Deputy.

DECREE OF DIVORCE

The above matter came on regularly to be heard in open court, at Payette, Payette County, Idaho, upon the plaintiff's complaint, the plaintiff appearing in person by her attorney, Cleve Groome, the Defendant having been duly and regularly served with summons and process herein and time having elapsed for his appearance and answering plaintiff's complaint and he appearing not either in person or by an attorney, as to the complaint and summons served upon him herein; and a proper non-military affidavit has been made and filed herein, and an order declaring that the defendant was not engaged in the military service of the United States, as defined by the Act of Congress, and a default having been entered against him, and evidence having been produced on the part of the plaintiff herein and the plaintiff having closed her case, and the court having duly considered the same and having arrived at his conslusions in the matter, from which it appears that the plaintiff is entitled to judgment as prayed for in her complaint upon the grounds of extreme cruelty; and the court waives the necessity of filing findings of fact and conclusions of law, but finds that the allegations of plaintiff's complaint are true; now, therefore, it is;

ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony heretofore existing between the plaintiff and the defendant be, and they are hereby, dissolved, and the plaintiff and defendant are absolutely divorced one from the other; and it is further;

ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the care, custody and control of the minor child of the plaintiff and defendant, MILTON L. HOWTON, is awarded to the plaintiff, provided that the said defendant may visit said child during reasonable hours in the daytime; and that the defendant be required to pay the plaintiff the sum of $50.00 per month for the care and support of the said minor child of plaintiff and defendant.

Done in open court this _____ day of December, 1949.

_____
District Judge

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree of Divorce has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2733.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19 day of December, 1949.

Lillian Wilson
Clerk of the District Court

X

8215

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

No. 2724
Filed & entered
12-19-49 Lillian Wilson, Clerk
By W.R. Wenbraun Deputy.

ALETA HITE CALLAHAN,

Plaintiff,

-vs-

ROY L. CALLAHAN,

Defendant.

DECREE OF DIVORCE

Copy

This cause came on regularly for trial before this Court, sitting without a jury, on the 19 day of December, 1949, and upon the plaintiff's complaint, service of the same and of the another summons in this action having been duly and regularly and in the manner provided by law personally served upon said defendant, and the defendant failing to appear herein or to plead in said action within the time allowed by law, as specified in said another summons, application for entry of default of said defendant for failure to so appear was duly made, and

It appearing to the court that the said defendant, Roy L. Callahan, is not in the military service of the United States of America, or in the military service with the forces of any country with which the United States is allied in the prosecution of any war in which the United States is engaged, as defined in sections 101 (1) and 104 of the Act of Congress approved October 17, 1940, as amended October 6, 1942, and cited as the Soldiers' and Sailors' Civil Relief Act of 1940, order was duly issued directing the clerk of this Court to enter the default of said defendant herein for failure to so appear or plead to said complaint within the time allowed by law.

Thereafter said default of said defendant for failure to so appear and plead within the time allowed by law, pursuant to the order of this Court, was duly and regularly entered in the above-entitled cause and prior to the hearing on this matter, said

DUNLAP & DUNLAP
LAWYERS
CALDWELL, IDAHO

defendant then being in default, and the plaintiff appearing at said hearing in person and by Dunlap & Dunlap, her attorneys, and the defendant not appearing in said cause, the Court proceeded to the hearing thereof.

Plaintiff and witnesses were sworn and testified and the plaintiff rested her case, and the Court finding that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds of extreme cruelty, and that the plaintiff is entitled to have restored to her her maiden name, to-wit, Aleta Pearl Hite,

NOW, THEREFORE, upon motion of Dunlap & Dunlap, the attorneys for plaintiff, it is hereby ORDERED, ADJUDGED, AND DECREED as follows, to-wit:

1. That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be and the same hereby are wholly dissolved, and the parties hereto are both freed from the obligations and duties thereof, and the said plaintiff is hereby granted an absolute decree of divorce from defendant on the grounds of extreme cruelty, and the said parties are, after the entry of this decree, each restored to the status of single persons.

2. That plaintiff's maiden name of Aleta Pearl Hite be and it hereby is restored to her.

Dated this 19 day of December, 1949.

A. O. Sutton
District Judge

DUNLAP & DUNLAP
LAWYERS
CALDWELL, IDAHO

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree of Divorce has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2724.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19 day of December, 1949.

Lillian Wilson
Clerk of the District Court

X

8216

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

FRANK J. SVEHLAK,

Plaintiff,

-vs-

BETTY N. SVEHLAK,

Defendant.

No. 2741 Filed & entered 12-19-49 Lillian Wilson, Clerk By M. R. Thumbaum Deputy.

DECREE OF DIVORCE

This cause coming on regularly for hearing in open court before the above entitled court on the 19 day of December, 1949, upon the plaintiff's complaint, service of the same and of the summons in this action having been duly and regularly and in the manner provided by law personally served upon the defendant herein in Canyon County, Idaho, on the 18th day of November, 1949, and the defendant failing to appear herein either by counsel or otherwise, or to plead in said action within the time allowed by law, as specified in said summons, or at all, application for entry of default of the said defendant for failure to so appear was duly made and

It appearing to the court that the said defendant, Betty N. Svehlak, is not in the military service of the United States of America or in the military service with the forces of any country with which the United States is allied in the prosecution of any war in which the United States is engaged, as provided by Sections 101 (1) and 104 of the Act of Congress approved October 17, 1940, as amended, and cited as the Soldiers' and Sailors' Civil Relief Act of 1940, an order was duly issued directing the clerk of this court to enter the default of said defendant herein for failure to so appear or plead to said complaint.

Thereafter said default of said defendant for failure to so appear and plead, as aforesaid, pursuant to the order of this court, was duly and regularly entered in the above entitled action and prior

DUNLAP & DUNLAP
LAWYERS
CALDWELL, IDAHO

to the hearing of this matter, said defendant then being in default, and the plaintiff appearing at said hearing in person and by Dunlap and Dunlap of Caldwell, Idaho, his attorneys, the court proceeded to the hearing thereof.

Witnesses were called, duly sworn and testified on behalf of the plaintiff, the cause was submitted to the court for consideration and decision and the court having heard and duly considered the evidence and being duly advised in the premises and finding that the allegations contained in plaintiff's complaint are true as shown by the evidence herein; and that plaintiff and defendant intermarried at Winnemucca, Nevada, on or about September 13, 1945, and ever since said time have been, and now are, husband and wife; that the plaintiff now is, and has been for more than six weeks last past, a bona fide resident of Caldwell, Canyon County, Idaho; that the defendant now is, and has been for more than six weeks last past, a bona fide resident of Caldwell, Canyon County, Idaho; that there are no children the issue of said marriage; that the parties hereto, under date of November 14, 1949, entered into a written post nuptial agreement wherein and whereby they divided and settled their community property; that said agreement was filed in this court at the hearing of this cause as plaintiff's Exhibit "A"; that for some time prior to the filing of the complaint herein the defendant, without cause or provocation on the part of the plaintiff, has treated the plaintiff in a cruel and inhuman manner and to such an extent as to inflict upon him grevious mental pain and suffering and that said treatment continued from said time up to on or about the time of the filing of the complaint herein.

And the court further finding that the plaintiff is entitled to a decree of divorce from the defendant upon the grounds hereinbefore stated and set forth in the complaint on file herein,

NOW, THEREFORE, it is ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE that the bonds of matrimony heretofore

and now existing between the plaintiff, Frank J. Svehlak, and the defendant, Betty N. Svehlak, be, and the same hereby are, wholly dissolved and the parties hereto are both freed from the obligations thereof and the said plaintiff is hereby granted an absolute decree of divorce from the defendant on the ground of extreme cruelty and the said parties are, after the entry of this decree, each restored to the status of single persons.

It is further ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE that the division of property between the plaintiff and defendant provided for by that certain written post nuptial agreement made and executed by said parties on November 14, 1949, be, and the same hereby is, approved and confirmed.

Done in open court this 19 day of December, 1949.

District Judge

DUNLAP & DUNLAP
LAWYERS
CALDWELL, IDAHO

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree of Divorce has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2741.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19 day of December, 1949.

Lillian Wilson
Clerk of the District Court

X

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

* * * * *

ALFRED G. RYAN,

Plaintiff,

-vs-

COZETTA RYAN,

Defendant.

No. 2745

DECREE OF DIVORCE

Filed & entered
12-21-49
Lillian Wilson
Clerk
By W. R. Wenham
Deputy

- - - - -

This cause came on regularly for hearing this 20th day of December, 1949, plaintiff appearing in person and by Vernon Daniel, Esq., of the law firm of Welker & Daniel of Payette, Idaho, his attorneys of record, and defendant not appearing in person, or otherwise, and it a pearing that said defendant has been duly and regularly served with summons by personal service within the State of Idaho, and the time for answering or appearing in said matter having expired the default of the defendant was duly and regularly entered, and it appearing that the defendant does not come within the Soldier and Sailors' Civil Relief Act of 1940, as amended, the Court then proceeded to hear the testimony and evidence introduced by the plaintiff in support of his cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grieveous mental suffering and bodily injury in and upon the person of the plaintiff, all without cause or provocation,

Now, Therefore, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the plaintiff Alfred G. Ryan and Cozetta Ryan, be, and the same are hereby dissolved, and the plaintiff be and he is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of extreme cruelty as prayed for in his complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons;

It is hereby further ORDERED, ADJUDGED and DECREED, That defendant is

awarded the care, custody and control of Ronnie Gene Ryan, minor son of the parties hereto, subject to reasonable rights of visitation on the part of the plaintiff; and,

It is hereby further ORDERED, ADJUDGED and DECREED, That plaintiff pay to the defendant the sum of Thirty-five Dollars ($35.00), per month, for the care, support, maintenance and education of Ronnie Gene Ryan, said payments to commence on the 1st day of January, 1950, and to continue monthly thereafter until said child reaches the age of his majority or unless he sooner marries.

Done in Open Court this 29th day of December, 1949, at Payette, Idaho.

A. O. Sutton
District Judge

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree of Divorce has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2745.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21 day of December, 1949.

Lillian Wilson
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

* * * * *

COPY

Filed & entered
12-27-49
Lillian Wilson
Clerk
by W.R. Wenham
Deputy.

BONNIE BALES,

Plaintiff,

-vs-

WILLIAM A. BALES,

Defendant.

No. 2736

DECREE OF DIVORCE

This cause came on regularly for hearing this 27 day of December, 1949, plaintiff appearing in person and by Vernon Daniel, Esq., of the law firm of Welker & Daniel of Payette, Idaho, her attorneys of record, and defendant not appearing in person, or otherwise, and it appearing that said defendant has been duly and regularly served with summons by personal service without the State of Idaho, and the time for answering or appearing in said matter having expired the default of the defendant was duly and regularly entered, and it appearing that the defendant does not come within the Soldier and Sailors' Civil Relief Act of 1940, as amended, the Court then proceeded to hear the testimony and evidence introduced by the plaintiff in support of her cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant has treated the plaintiff in a cruel and inhuman manner and has inflicted grievous mental suffering and bodily injury in and upon the person of the plaintiff, all without cause or provocation,

Now, Therefore, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the plaintiff Bonnie Bales and the defendant William A. Bales, be, and the same are hereby dissolved, and the plaintiff be and she is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of extreme cruelty as prayed for in her complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons.

Done in Chambers this 27 day of December, 1949, at Weiser, Idaho.

A. O. Sutton
District Judge

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Dec ree of Divorce has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2736.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27 day of December, 1949.

Lillian Wilson
Clerk of the District Court

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

8219
State File No. _____

STATE OF IDAHO

COUNTY OF Power

DOCKET NO. 3629

HUSBAND

1. Full Name (first) Johnny (middle) C. (last) Andreason
2. Residence at time of divorce: a. State Pocatello Idaho b. County Bannock
   c. City (if outside corporate limits, write RURAL) Or Town Pocatello
3. Residence at time of marriage: a. State Unknown b. County
   c. City (if outside corporate limits, write RURAL) Or Town Unknown
4. Color or Race: Unknown
5. Age: Unknown yrs
6. Number this marriage (1st, 2nd, 3rd, etc): Unknown
7. Birthplace (State or foreign country city or town): Unknown
8a Usual Occupation: Unknown
8b Kind of industry or business: Unknown

WIFE

9. Full Name (first) Darlene (middle) Jo (last) Andreason
10. Residence at time of divorce: a. State b. County Pocatello Idaho Bannock
    c. City (if outside corporate limits, write RURAL) Or Town Pocatello
11. Residence at time of marriage: a. State Unknown b. County
    c. City (if outside corporate limits, write RURAL) Or Town Unknown
12. Color or Race: Unknown
13. Age: Unknown yrs
14. Number this marriage (1st, 2nd, 3rd, etc): Unknown
15. Birthplace (State or foreign country city or town): Unknown
16a Usual Occupation: Unknown
16b Kind of industry or business: Unknown

17. Place of divorce: a. County Pocatello, Bannock b. City
    c. Court Fifth Judicial - State of Idaho
18. Place of marriage: a. State Unknown b. County
    c. City (if outside corporate limits, write RURAL) Or Town Unknown

19. Date of marriage: (month) (day) (year)
20. Date of separation: (month) (day) (year)
21. Plaintiff: Husband [X] Wife [ ]
22. Was case contested? Yes [ ] No [X]
23. Date of filing petition: (month) 11 (day) 18 (year) 49
24. Date of decree or judgment: (month) 12 (day) 3 (year) 49
25. Cause or ground for divorce: Desertion
26. Absolute divorce or conditions
27. Divorce granted to: Husband [X] Wife [ ]
28. Alimony granted: Yes [X] No [ ]
29. No. children affected by the decree: 1
30. Total number of children by this marriage: 1

Date signed 1-9-50 Signature Hazel Stuart Clerk District Court
By Helen Hall Deputy

Form DPH-49065

Date received by State Registrar _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER

Case No. 3622
Instrument No. 7
Filed Dec. 15, 1945
at 2 o'clock P. M.
by Lyell S. Stuart, Clerk
Lucile Hall, Deputy

JOHNNY C. ANDREASON,
Plaintiff,
-vs-
DARLENE JO ANDREASON,
Defendant

DECREE

This matter coming on for hearing at Chambers, Pocatello, Bannock County, Idaho, before the Honorable L. E. Glennon, District Judge, in open court, sitting without a jury, the plaintiff being present in person and by his counsel O. R. BAUM and RUBY Y. BROWN, and the defendant coming not, but making default herein, and by reason of such default having waived the making of findings of fact and conclusions of law, and the court being fully advised in the premises, and it appearing to the court that an affidavit of non-military status has been filed herein and an order has been entered that judgment may be rendered and after submission of proof;

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff and defendant be severed, and they are hereby severed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant herein be, and she is hereby, awarded the care, control and custody of the said minor child of said parties, namely Thomas Andreason, and it is further ordered that it is for the best interests of said minor child that the custody and control thereof be awarded to the said defendant, subject, however, to the right of the plaintiff to visit the said child at reasonable hours.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff shall pay to the said defendant for the care and support of the minor child aforementioned the sum of $25.00 per month until the child becomes eighteen years of age, or until the remarriage of the said defendant, the said payment of $25.00 dollars per month to cease upon the happening of either of the

above contingencies without further order of the court, the first payment of $25.00 to be made on the 2nd day of January, 1950.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff herein will, before said minor child above referred to reaches the age of one year, take out an endowment policy on said child to be used to give said child a college education, and it is further ordered that the defendant herein shall be notified in case of default in the inruance premium on said policy.

DATED this 3rd day of December, 1949.

L. E. GLENNON
DISTRICT JUDGE

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the case of JOHNNY C. ANDREASON vs. DARLENE JO ANDREASON as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 21st. day of December, 1949.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall, Deputy

8220

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

State File No. _____

STATE OF IDAHO

COUNTY OF Power

DOCKET NO. 3632

HUSBAND

1. Full Name (first) Zeldon (middle) (last) Merkley
2. Residence at time of divorce:
   a. State Idaho b. County Bannock
   c. City (if outside corporate limits, write RURAL) Or Town Pocatello, Idaho
3. Residence at time of marriage:
   a. State Unknown b. County Unknown
   c. City (if outside corporate limits, write RURAL) Or Town Unknown
4. Color or Race: White
5. Age: Unknown Yrs
6. Number this marriage (1st, 2nd, 3rd, etc): Unknown
7. Birthplace (State or foreign country city or town): Unknown
8a Usual Occupation: Unknown
8b Kind of industry or business: Unknown

WIFE

9. Full Name (first) Elsie (middle) (last) Merkley
10. Residence at time of divorce:
    a. State Pocatello, Idaho b. County Bannock
    c. City (if outside corporate limits, write RURAL) Or Town Pocatello, Idaho
11. Residence at time of marriage:
    a. State Unknown b. County Unknown
    c. City (if outside corporate limits, write RURAL) Or Town Unknown
12. Color or Race: Unknown
13. Age: Unknown Yrs
14. Number this marriage (1st, 2nd, 3rd, etc): Unknown
15. Birthplace (State or foreign country city or town): Unknown
16a Usual Occupation: Unknown
16b Kind of industry or business: Unknown

17. Place of divorce:
    a. County Power b. City American Falls
    c. Court Fifth Judicial Dist.-State of Ida.
18. Place of marriage:
    a. State Unknown b. County Unknown
    c. City (if outside corporate limits, write RURAL) Or Town Unknown
19. Date of marriage: (month) 5 (day) 2 (year) 1935
20. Date of separation: (month) 12 (day) 16 (year) 1949
21. Plaintiff: Husband ☐ Wife ☒
22. Was case contested? Yes ☐ No ☒
23. Date of filing petition: (month) 12 (day) 1 (year) 1949
24. Date of decree or judgment: (month) 12 (day) 16 (year) 1949
25. Cause or ground for divorce: Mental Cruelty
26. Absolute divorce or conditions
27. Divorce granted to: Husband ☐ Wife ☒
28. Alimony granted: Yes ☒ No ☐
29. No. children affected by the decree: 1
30. Total number of children by this marriage: 1

Date signed Dec. 19 1949 Signature Hazel Stuart, Clerk District Court
By Helen Hall Deputy

Form DPH-49065

Date received by State Registrar _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER.

Case No. 3632
Instrument No. 7
Filed Dec. 12 - 1949
Ingel Straub
Helen Nash

ELSIE MERKLEY,)
Plaintiff,)
vs.) DECREE
ZELDON MERKLEY,)
Defendant.)

This matter coming on for hearing at Chambers, Pocatello, Bannock County, Idaho, before the Honorable L. E. Glennon, District Judge, in open court, sitting without a jury, the plaintiff being present in person and by her counsel O. R. Baum and Ruby Y. Brown, and the defendant coming not, but making default herein, and by reason of such default having waived the making of findings of fact and conclusions of law, and the court being fully advised in the premises, and it appearing to the court that an affidavit of non-military status has been filed herein and an order has been entered that judgment may be rendered and after submission of proof;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plintiff and defendant be severed, and they are hereby severed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff herein be, and she is hereby, awarded the care, control and custody of the said minor child of said parties, namely Bonnie Merkley, and it is further ordered that it is for the best interest of said minor child that the custody, and control thereof be awarded to the said plaintiff, subject, however, to the right of the defendant to visit the said child at reasonable hours.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said real estate described in said complaint, to-wit:

Lots 12, 13 and 14, Block 3, Martin Subdivision, of the Village of Alameda, as shown by the recorded plat thereof on file in the office of the County Recorder of Bannock County, Idaho,

be and the same is hereby awarded to the plaintiff as her sole and separate property, and that the automobile mentioned in said complaint is hereby awarded to the said defendant as his sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant shall pay to the plaintiff, for the care and support of the minor child aforementioned, the sum of $25.00 per week until the child becomes eighteen years of age, or until the remarriage of the said plaintiff, and upon the second contingency happening, that is, the remarriage of said plaintiff, the payments of $25.00 per week shall be reduced to the sum of $35.00 per month, without further order of the court; the first payment of $25.00 per week to be made on the 17th day of December, 1949, and a like sum each and every week thereafter until further order of the court.

Dated this 16 day of December, 1949.

L. E. GLENNON
DISTRICT JUDGE

Certificate of True Copy

STATE OF IDAHO, }
County of Power, } ss.

I, HAZEL STUART, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said county and state, hereby certify that the above and foregoing is a full, true and correct copy of the original DECREE in the case of ELSIE MERKLEY vs. ZELDON MERKLEY as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at American Falls, Idaho, this 21st. day of December, 1949.

Clerk, District Court, Ex-Officio Auditor and Recorder.

By Helen Hall, Deputy

8221

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

ROBERT D. ROBINSON, Plaintiff, -vs- DORRIS ROBINSON, Defendant.

NO. 10921

D E C R E E

This cause came on regularly to be heard the 10th day of December, A. D. 1949, before the Honorable Albert H. Featherstone, Judge of the above-entitled Court, sitting without a jury upon a complaint of the plaintiff herein taken as confessed by the defendant for failure to appear and answer to the verified complaint of plaintiff on file herein. W. L. Tuson appeared as attorney for plaintiff and defendant did not appear. It appeared to the above entitled court that the defendant was duly and regularly served with process and that said service was duly made by being served upon the defendant personally and the default of the defendant for not appearing, answering or in anywise pleading in said cause, was duly and regularly entered.

WHEREUPON, the court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of his complaint and after having heard the same the testimony was closed.

WHEREUPON, the court considering the aforesaid testimony together with all papers, records, files and documents herein, and written Findings of Fact and Conclusions of Law having been duly waived and the court having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be dissolved and that the plaintiff be and he is hereby granted an absolute divorce from the defendant.

Done in Open Court this 10th day of December, A. D. 1949.

(Signed) Albert H. Featherstone
District Judge

(SEAL)

Entered, Docketed and Filed
DEC 10 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 10th day of Dec. 1949.

ANNA K. BATTICK

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

- - - - -

HELEN ROGERS BASSO,
Plaintiff,
vs.
RAYMOND R. BASSO,
Defendant.

NO. 10920

D E C R E E.

- - - - -

This cause came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, the 13th day of December, 1949, the plaintiff appearing in person and by her attorney, Alden Hull, and there being no appearance by or on behalf of the defendant.

It appeared to the satisfaction of the Court from the records and files herein that the defendant had been regularly served with Summons and Complaint and that he had failed to appear, answer or plead within the time provided by law, or at all, and that his default had been duly and regularly entered in the premises.

It further appearing from the affidavit of the plaintiff that the defendant is not in the military service of the United States as defined by the Soldier's and Sailor's Civil Relief Act of 1940 and acts amendatory thereof.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was introduced by and on behalf of the plaintiff and in support of the allegations of her complaint.

Thereupon the cause was submitted to the Court, and the Court being fully advised in the premises made and entered herein its Findings of Fact and Conclusions of Law.

NOW, THEREFORE, By virtue of the premises and in accordance with said Findings of Fact and Conclusions of Law;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court DOES HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, Helen Rogers Basso, and the defendant, Raymond R. Basso, are hereby dissolved, set aside and held for naught, and the plaintiff is hereby granted an absolute divorce from the defendant.

2. That the plaintiff's maiden name of Helen H. Rogers be, and it hereby is, restored.

Dated at Wallace, Idaho, this 13th day of December, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
DEC 13 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Wallace, 13th Dec. 49.

ANNA K. BATTICK
Clerk District Court
Shoshone County, Idaho
By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

WILMA JEAN FINN, Plaintiff, -vs- MICHAEL OSWALD FINN, Defendant.	No. 10918 DECREE OF DIVORCE

The above entitled action came on regularly to be heard by the Court sitting without a jury on the 17th day of December, 1949, plaintiff appearing in person and by her attorney, Dale Austin, and the defendant not appearing either in person or by an attorney;

Upon said hearing and it appearing to the satisfaction of the Court from the records and files herein that the defendant had been duly and regularly served with process with the summons herein, and the complaint herein;

That the defendant having failed to appear and answer said complaint and the time to answer having expired and no answer or demurrer having been filed, the default of said defendant was duly entered herein according to law; and the Court having heard the testimony introduced on the behalf of the plaintiff in support of her complaint and the cause having been submitted and the Court having heard the testimony of one witness other than the plaintiff as to plaintiff's residence within the State of Idaho, the Court duly considered the law and the evidence from which it appears satisfactorily to the Court by the legal evidence, duly corroborated that all the material allegations of plaintiff's complaint are true; and the Court having heretofore entered its Finding of Fact and Conclusions of Law:

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT: The marriage between plaintiff, Wilma Jean Finn, and the defendant, Michael Oswald Finn, be, and the same is hereby dissolved.

Dated this 17th day of December, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
Dec 17 1949
Anna K Battick, Clerk District Court

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at [illegible] this 17 day of Dec 1949

Anna K Battick
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By _____
Deputy

X

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

MADGE L. RIDDLE,

Plaintiff,

-vs-

CHARLES C. RIDDLE,

Defendant.

NO. 10959

D E C R E E

This cause came on regularly to be heard on this 20th day of December, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury upon a complaint of the plaintiff herein taken as confessed by the defendant for failure to appear and answer to the verified complaint of plaintiff on file herein. Albert J. Graf appeared as attorney for plaintiff and defendant did not appear. It appeared to the above entitled Court that the defendant was duly served with process and that said service was duly made by personal service and the defendant's default for not appearing, answering or in anywise pleading to said complaint in said cause was duly and regularly entered;

WHEREUPON, The Court, proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her complaint, and after having heard the same, the testimony was closed.

WHEREUPON, The Court considering the aforesaid testimony, together with all papers, records, files and documents herein, and having heretofore made and entered its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and they hereby are dissolved, and the plaintiff, Madge L. Riddle, be and she

hereby is granted an absolute divorce from the defendant, Charles C. Riddle.

Done in open Court this 20th day of December, 1949.

ALBERT H. FEATHERSTONE
District Judge

A TRUE COPY:
Anna K. Battick
Clerk of District Court.

By _____
Deputy

Entered, Docketed and Filed
DEC 20 1949
Anna K. Battick
Clerk District Court

STATE OF [illegible]
COUNTY OF STOREY } ss.

I do [illegible] foregoing [illegible]
copy of [illegible]
on file in [illegible]
Dated at [illegible]

Decree

20th day of Dec. 1949.
ANNA K. BATTICK

By Betty Bernstein

8225

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - -

NORMAN H. SPRAGUE,
Plaintiff,
vs.
VIOLA M. SPRAGUE,
Defendant.

No. 10856

D E C R E E

- - -

This cause coming on regularly to be heard before the undersigned Judge of the above entitled court, plaintiff appearing in person and with his witnesses and his attorneys of record and defendant appearing not and it appearing from the records and files in said action that the defendant has been duly and regularly served with summons in the manner as provided by law and that the time within which said defendant could appear or plead has heretofore elapsed and the default of the said defendant has been entered; witnesses for plaintiff having been called, sworn and examined and the court being fully advised in the premises,

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony heretofore and now existing between plaintiff and defendant be and they are hereby dissolved and plaintiff is given a decree of absolute divorce therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the custody of the three minor children of plaintiff and defendant be divided between plaintiff and defendant so that the defendant shall have the sole care, custody and control of said minor children during the nine

months of each calendar year that said children are attending school, subject to the right of visitation in plaintiff, and that plaintiff have the sole care, custody and control of said three minor children during the three months of each year that said children are not attending school, subject to the right of visitation in the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that plaintiff pay to defendant, during the nine months of each year that said children are in her custody, the sum of $75.00 each month for their care, maintenance and support.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the defendant have as her sole and separate property, free and clear of any claim of plaintiff, all of the household furniture and fixtures owned by plaintiff and defendant and that the plaintiff have as his sole and separate property, free and clear of any claim of the defendant, a certain 1941 Hudson automobile now owned by plaintiff and defendant.

Done in open court this 22nd day of December, 1949.

ALBERT H. FEATHERSTONE

District Judge

Entered, Docketed and Filed
DEC 22 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO }
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 22 day of Dec. 1949.

ANNA K. BATTICK

First Judicial District
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

LORETTA BULLOCK,

Plaintiff,

vs.

MAC M. BULLOCK,

Defendant.

No. 10961

D E C R E E

This matter came regularly on to be heard before the undersigned, Judge of the above entitled Court, sitting without a jury, on the 23rd day of December, 1949. The plaintiff appeared in person and by her attorney, Herman J. Rossi, and there being no appearance by or on behalf of the defendant.

It appeared from the records and files herein that the defendant had been personally served with Summons and Complaint in the County of Latah, State of Idaho, and that he had failed to appear, answer, or plead within the time provided by law, or at all, and that his default had been duly and regularly entered in the premises.

Thereupon the Court proceeded to the hearing of the cause. Sworn testimony was offered by and on behalf of the plaintiff and in support of the allegations of her Complaint and the Court being fully advised in the premises made and entered its Findings of Fact and Conclusions of Law.

NOW THEREFORE, by virtue of the premises, and in accordance with said Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the Court does HEREBY ORDER, ADJUDGE AND DECREE:

1. That the bonds of matrimony now and heretofore existing between the plaintiff, LORETTA BULLOCK, and the defendant, MAC M. BULLOCK, be, and the same hereby are, dissolved, set aside, and held for naught, and the said LORETTA BULLOCK hereby is granted an absolute divorce from the defendant, MAC M. BULLOCK.

2. That full custody, care and control of the minor child of the parties, MICHAEL, age 7 months, is hereby awarded to the plaintiff, LORETTA BULLOCK.

3. That the plaintiff is hereby awarded the sum of $175.00 attorney fees, and the sum of $25.00 suit money.

4. That the plaintiff is hereby awarded the sum of $50.00 per month as support for said child.

Dated and done at Wallace, Idaho, this 23rd day of December, 1949.

ALBERT H. FEATHERSTONE
District Judge

Entered, Docketed and Filed
DEC 23 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.
Dated at Wallace, this 23rd day of December 49.

ANNA K. BATTICK
Clerk

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE.

LOUISE WUORINEN,
Plaintiff,
vs.
HAROLD P. WUORINEN,
Defendant.

No. 10953

D E C R E E E

- - - - -

This cause came regularly on to be heard on the 25th day of November, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled court. The plaintiff appeared in person and was represented by her attorney, Chas. E. Horning. The defendant did not appear, his default having theretofore been duly entered herein by reason of his failure to answer or otherwise plead to plaintiff's complaint within the time allowed him by law for so doing.

WHEREUPON, witnesses were duly called, sworn and examined on behalf of the plaintiff, and the court having considered the testimony of said witnesses and being now fully advised in the premises, and having heretofore made and entered herein its Findings of Fact and Conclusions of Law,

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between plaintiff and defendant be, and the same hereby are dissolved

and that the plaintiff be, and she hereby is granted an absolute divorce from the defendant.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the custody of Carol Ann Phyllis Wuorinen, the minor child of plaintiff and defendant, be, and it hereby is awarded to the plaintiff; and that the defendant be, and he hereby is directed and required to pay to the plaintiff toward the support of said child the sum of $30.00 per month on or before the tenth day of each and every month commencing with the tenth day of December, 1949, and continuing until the further order of this court.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the washing machine and radio-phonograph combination and also the 1941 DeSoto automobile be, and the same hereby are awarded to the defendant as his share of the community property of plaintiff and defendant and that the balance of the household goods and furniture of plaintiff and defendant be, and the same hereby is awarded to the plaintiff as her share of the community property of plaintiff and defendant.

DATED November 25, 1949.

ALBERT H. FEATHERSTONE
District Judge.

Entered, Docketed and Filed
DEC 9 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } SS

I do hereby certify that the foregoing is a true copy of the original Decree on file in my office.

Dated at Wallace, Idaho, this 9th day of Dec. 1949.

ANNA K. BATTICK
Clerk of the District Court
First Judicial District Court for
Shoshone County, Idaho

By Betty Burster
Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

MARY A. BYRD, Plaintiff, -vs- JAMES E. BYRD, Defendant.

COPY

No. 10963

D E C R E E

This cause came regularly on to be heard this 31st day of December, 1949, before the Honorable Albert H. Featherstone, Judge of the above entitled Court, sitting without a jury, upon a Complaint of the plaintiff, taken as confessed by the defendant by his failure to appear and answer the verified Complaint of the plaintiff on file herein. Mr. T. P. Wormward appeared as attorney for the plaintiff and the defendant did not appear; and it having been proved to the satisfaction of the above entitled Court that the defendant was duly and regularly served with process, and the default of the defendant for not appearing, answering or in anywise pleading in said cause was duly and regularly entered.

WHEREUPON, the Court proceeded to examine the records and files in said action and to hear the evidence submitted on the part of the plaintiff in support of the allegations of her Complaint and after having heard the same, the testimony was closed.

WHEREUPON, the cause was submitted to the Court for its decision, and the Court considered the aforesaid testimony, together with all papers, records and files herein, and having heretofore made its Findings of Fact and Conclusions of Law, and having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby absolutely dissolved, and the said plaintiff be, and she hereby is awarded an absolute divorce from the defendant, on the grounds of extreme cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff's former name of Mary A. Murray be, and the same is hereby restored to her.

Done in open Court this 31st day of December, 1949.

Albert H Featherstone
District Judge

A True Copy.

District Judge

Entered, Docketed and Filed
DEC 31 1949
Anna K. Battick
Clerk District Court
By Betty Burster Deputy

STATE OF IDAHO
COUNTY OF SHOSHONE } ss

I do hereby certify that the foregoing is a true and correct copy of the original Decree on file in my office.
Dated at Wallace, Idaho, this 31st day of Dec. 1949.
ANNA K. BATTICK
Clerk.
By Betty Burster
Deputy.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

14085

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED DEC 2 - 1949
Clerk
Deputy Clerk

Kenneth R. Arrington,

Plaintiff,

vs.

Georgia Juanita Arrington,

Defendant.

DECREE.

Entered DEC 2 - 1949
10:15 AM.

This cause came on regularly for trial before the above entitled Court, at the Court Room thereof, in the County of Twin Falls, State of Idaho, upon the 25th day of November, 1949. The plaintiff appeared in person and by and through his attorney of record, Arthur E. Babbel. The defendant did not appear, and it appeared to the Court, and it hereby finds, that the defendant, Georgia Juanita Arrington, has been duly and regularly served with the summons in this action and, having appeared herein, and having thereafter withdrawn her appearance from this action and refused to plead further therein and consented that her default might be entered herein at any time thereafter, the default of the defendant, Georgia Juanita Arrington, in the premises, has been duly and regularly entered herein according to law.

Whereupon, witnesses on the part and behalf of the plaintiff were duly sworn and examined and evidence introduced and admitted, including a property settlement agreement, dated November 9, 1949, made and entered into between the parties hereto, wherein and whereby it is agreed that their property rights and interests have been settled and adjusted as hereinafter set forth and decreed, and the evidence, being closed, the cause was submitted to the Court for its consideration and decision and, after due deliberation thereon, said Court hereby finds and decides: That, for a long time last past, the defendant has willfully, wrongfully and intentionally treated the plaintiff with extreme cruelty, and has inflicted grievous bodily injury and grievous mental suffering upon him by her acts and conduct; and that there is a minor child, namely, Farlin Wesley Arrington, aged six years, who is the issue of said Kenneth R. Arrington and Georgia Juanita Arrington, who intermarried on or a bout the 16th day of September, 1942, and ever since said time have been and now are husband and wife, one of the other; that said minor child is now in the care and custody of the plaintiff, within Twin Falls County, State of Idaho; that the plaintiff is a fit and proper person to have the care and custody and control of said minor child; that each and every allegation set forth or contained in the plaintiff's complaint on file herein is true and correct; and that the plaintiff is entitled to all of the relief prayed for in his said complaint now on file herein; and, being fully advised now, both in the law and in the premises, the Court hereby makes and enters its judgment and decree as follows:

Wherefore, by virtue of the law and by reason of the premises, aforesaid, it is hereby ordered, adjudged and decreed that the bonds of matrimony now and heretofore existing between the plaintiff, Kenneth R. Arrington, and the defendant, Georgia Juanita Arrington, be, and the same are hereby, wholly and absolutely dissolved, and that said parties be, and they are hereby, forever freed from the obligation thereof, and that a decree of absolute divorce be, and the same is hereby, rendered and entered herein in favor of the plaintiff and against the defendant.

And it is further ordered, adjudged and decreed that said property settlement is equitable, fair and just, and that said property settlement agreement, a copy of which is annexed to the complaint herein, be, and the same is hereby, duly approved and confirmed, and that said property settlement, as contained in said agreement, be, and the same is hereby, in all respects, approved and confirmed.

And it is further ordered, adjudged and decreed that the care, custody and control of said minor child, namely Farlin Wesley Arrington, be, and the same are hereby, awarded to the plaintiff, Kenneth R. Arrington, as long as he shall properly care for, rear, educate, support and maintain him, and that the defendant, Georgia Juanita Arrington, be, and she is hereby, given and granted the right to visit with said minor child, at any and all reasonable times; and that she be, and she is hereby given and granted the right to have said minor child visit with her for short periods of time from time to time, when such visits do not interfere with the care or education of said minor child; and that she be, and she is hereby given and granted the right to have said minor child visit with her for a period of six weeks, the weeks to run consecutively, during the summer months of June and July of each year, beginning in the year 1950, and continuing each of the years following for said six weeks period until said minor child reaches his majority.

And it is further ordered, adjudged and decreed that the following described and/or mentioned property, and each and every part thereof, and each and every interest therein, be, and the same is hereby, set aside, transferred, awarded, set over, conveyed, assigned and decreed to the plaintiff, Kenneth R. Arrington, as his sole and separate property, free and clear of and from any and all claims of the defendant, Georgia Juanita Arrington, therein or thereto, to wit:

That certain personal property, now situate and being in Twin Falls County, State of Idaho, particularly described as follows:

> All household goods, furniture, fixtures, appliances, and equipment now owned by or belonging to the parties in this action, and each of them; one Farmall -M- 1949 Model Tractor, serial number 198800X1; one Kiest Beet Lifter-Loader; all bank accounts, cash, stocks, drafts, bonds, bills receivable, accounts receivable, and other property of every kind, character and/or description, now owned by and/or belonging to the parties hereto, excepting only said property hereinafter specifically set aside, transferred, awarded, set over, conveyed, assigned and decreed to the defendant, Georgia Juanita Arrington.

And it is further ordered, adjudged and decreed that the following described and/or mentioned property, and each and every

part thereof, and each and every interest therein, be, and the same is hereby, set aside, transferred, awarded, set over, conveyed, assigned and decreed to the defendant, Georgia Juanita Arrington, as her sole and separate property, free and clear of and from any and all claims of the plaintiff, Kenneth R. Arrington, therein or thereto, to wit:

> That certain personal property, now situate and being in Twin Falls County, State of Idaho, particularly described as follows: One 1949 Model Ford Tudor Sedan automobile, motor number 98BA-54,424 now owned by or belonging to the parties, plaintiff and defendant, to this action.

Dated this 2nd day of December, 1949.

KALES E. LOWE
Judge of the District Court.

O.A. Bullen
Irene C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

VICTOR C. BOWMAN, Jr., Plaintiff,

vs

KATHERINE V. BOWMAN, Defendant.

1387V

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED DEC 2 1949
C. A. Bulles Clerk
By June C. Nielsen Deputy Clerk
Entered DEC 2 1949

ORDER MODIFYING DECREE OF DIVORCE

The verified petition of the above named defendant, praying for a modification of our decre of divorce made and entered herein on the 17th day of June, 1949, came on to be heard before the above entitled Court on the 2nd day of December, 1949.

The defendant appeared in person and with her attorney, J. H. Barnes; defendant did not appear. It appears to the Court that an order to show cause, addressed to the plaintiff, Victor C. Bowman, Jr., issued out of this Court on the 17th day of November, 1949; that thereafter the said Victor C. Bowman, Jr., now a resident of the State of Arizona, filed herein his affidavit of voluntary appearance, acknowledging the receipt of a copy of said verified petition and of said order to show cause; informing the Court that he had no objection to the granting of said petition and to the proposed change in said decree of divorce, and consenting that his default for failure to appear and contest said petition be entered; it further appears that on the 2nd day of December, 1949, the default of said plaintiff for failure to appear and contest said petition was duly entered by the Clerk of this Court. Now, on motion of defendant's attorney, it is ordered that said entry of default be and the same hereby is approved and confirmed.

The defendant was sworn and testified, and witnesses were sworn and testified in cooberation of defendant's testimony as to the treatment accorded said infant child by the plaintiff since the entry of said decree of divorce; as to defendant's reputation and character; and as to her ability to give said child a good home and propert bringing up. From the evidence thus adduced, the Court finds that the allegations of said verified petition are true; that the plaintiff has not given said child proper care since its custody was awarded to him; that the defendant is a fit and proper person to have the custody of said child, and can give it a good home and proper bringing up.

The Court concludes that said verified petition ought to be granted and said decree of divorce modified in accordance therewith.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that our decree of divorce made and entered in the above entitled action on the 17th day of June, 1949, be and the same hereby is modified as follows: That the custody of the minor child of said marriage, Dennis Clinton Bowman, be and the same hereby is awarded to the defendant, Katherine V. Bowman, during the minority of said child, or until the further order of this Court.

Dated this 2nd day of December, 1949.

Hales E. Lowe
District Judge.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bulles
June C. Nielsen
Clerk of the District Court

COPY

8231

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

* * * * * * * * *

KATHERINE SUMMERS,

Plaintiff,

vs.

WINIFRED SUMMERS,

Defendant.

14016

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED DEC 2 1949
C. A. Bailey Clerk
By Irene C. Wilson Deputy Clerk
Entered DEC 2 - 1949

DECREE OF DIVORCE

* * * * * * * * *

This cause came on regularly for hearing before the Court on this 2nd day of December, 1949, the plaintiff appearing in person 3:05 PM and by and through her attorneys, Rayborn and Rayborn, and the defendant appearing not; and it satisfactorily appearing to the Court that due and regular service of summons and complaint in said action has been made upon the defendant; and that the defendant has failed and refused to appear and answer or otherwise plead to said complaint, and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired; and the default of the said defendant having been heretofore duly entered; and evidence having been adduced on behalf of the plaintiff in support of her complaint; and the matter having been fully submitted to the Court for decision, including a property settlement agreement, dated November 9th, 1949, made and entered into between the parties hereto, a copy of which is hereto attached and marked "Exhibit A"; and the Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations in plaintiff's complaint are true and that the said defendant has been guilty of extreme cruelty, and that the plaintiff is entitled to a Decree of Divorce from the defendant.

NOW, THEREFORE, On Motion of Rayborn and Rayborn, attorneys for the plaintiff, it is HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony heretofore and now existing between the plaintiff and the defendant be, and the same are hereby

wholly dissolved.

2. That the said property settlement agreement attached hereto and marked "Exhibit A" is equitable, fair and just, and that the same be, and is hereby, duly approved and confirmed.

3. That the following described property;

Lots 28 and 29 in Block 14 of Blue Lakes Addition West to Twin Falls, Twin Falls County, Idaho; and

Lot 23 in Block 119 of the Burley Townsite, City of Burley, Cassia County, Idaho; and

Certain rooming house equipment and furniture, now located at 1236 Oakley St., Burley, Idaho, and

A 1949 Model Hudson automobile, 4-door sedan, Motor No. 494120909;

be, and is hereby, decreed to the plaintiff as her sole and separate property.

4. That the care, custody and control of the minor children adopted by the parties, whose names and ages are as follows; Ganet Kay Summers, two years of age, and Dennis Patrick Summers, age three months; be, and the same is hereby, awarded to the plaintiff.

5. That the plaintiff be, and she is hereby, restored to her former and maiden name of Katherine Seamon, and also known as Katherine Martin.

DONE in Open Court and
DATED: December 27th, 1949.

Kaler E. Samuel
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bulles
Clerk of the District Court

By Irene C. Nelson
Deputy

EXHIBIT A

COPY

AGREEMENT

This agreement made and entered into this 9th day of N ovember, by and between KATHERINE SUMMERS, as plaintiff herein, and WINIFRED SUMMERS, as defendant;

WHEREAS the above parties are husband and wife, and Whereas, differences have arisen between them which make it impossible for them to live together in peace and harmony, and,

WHEREAS, a Divorce action is now pending in the District Court of the Eleventh Judicial District of the State of Idaho, in and for the County of Twin Falls, between said parties.

IT IS THEREFORE STIPULATED and AGREED, by and between the plaintiff, Katherine Summers, and the defendant, Winifred Summers, that the said plaintiff has paid in cash, the receipt of which is hereby acknowledged, the sum of Six Hundred and no/100 Dollars ($600.00) to the defendant in full and complete settlement of all property rights existing between the plaintiff and defendant.

It is further understood and agreed that the plaintiff herein waives any and all claims which she may have or might have for any alimony or support money for herself.

It is further agreed that the plaintiff herein will pay her own court costs and attorney fees in this action.

IN WITNESS WHEREOF, the above parties have set their hands and seals this 9th day of November, 1949.

Katherine Summers
Party of the First Part

Winifred Summers
Party of the Second Part

Copy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

MILDRED PAULINE SONBERG, Plaintiff,
VS.
OLIVER CHARLES SONBERG, Defendant.

DIVORCE DECREE.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED DEC 2 1949
C. A. Bulles Clerk
By June C. Nielsen Deputy Clerk
Entered DEC 2 - 1949 2:45 PM

This cause came on regularly for hearing before the above entitled Court at Twin Falls, Twin Falls county, state of Idaho. in the Court room thereof, upon this 2nd day of December 1949. The plaintiff appearing in person and by her attorney, Guy L. Kinney, and the defendant, Oliver Charles Sonberg, not appearing either in person or by any attorney and it appearing to the Court that the said defendant has been duly and regularly served with summons and a copy of the complaint in this action and that twenty days have elapsed since said service was made, and the defendant neither appearing in person or by an attorney of filing any answer or demurrer and default of said defendant, Oliver Charles Sonberg, in the above entitled case having been duly and regularly entered herein according to the law, whereupon witnesses on the part of plaintiff were duly sworn and examined and evidence introduced and the evidence being closed the cause was submitted to the Court for determination and decision.

And the Court being duly advised in the premises find that each and every allegation of the plaintiff's complaint herein is true and correct and that plaintiff is entitled to a judgment and decree of this Court forever dissolving the bonds of matrimony now existing between the plaintiff and defendant and is further entitled to an absolute decree of divorce herein. That plaintiff,

Copy

Mildred Pauline Sonberg, is a fit and proper person to have the care and custody of the minor child, Joyce Elaine Sonberg; and that the defendant should pay to the plaintiff for the support and maintenance of the minor child the sum of thirty dollars ($30.00) per month, until the child reaches her majority. That the defendant should have the right to visit the child at reasonable times and reasonable hours. That plaintiff is entitled to be awarded the community property consisting of a small amount of household goods. That defendant pay plaintiff's attorney, Guy L. Kinney, the sum of seventy-five dollars ($75.00).

WHEREFORE by reason of the law and the premises on motion of Guy L. Kinney, attorney for the plaintiff, it is hereby ordered adjudged and decreed and this does order, adjudge and decree as follows: That the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby wholly and absolutely dissolved, and said parties forever free from the obligations thereof and a decree of absolute divorce is hereby entered herein, in favor of the plaintiff and against the defendant, and it is further ordered that the custody care and control of the minor child, Joyce Elaine Sonberg, be awarded to the plaintiff and that the defendant is hereby ordered to pay the plaintiff for the support and maintenance of the minor child until she reaches her majority, the sum of $30.00 dollars per month. The first payment due and payable on the 10th day of December 1949. The balance of said monthly payments to become due and payable on the 10th day of each month thereafter, until the child reaches her majority.

Copy

DIVORCE DECREE. PAGE # 3.

The defendant is given the right to visit the child at reasonable times and hours.

The community property consisting of a small amount of household goods worth approximately two hundred dollars ($200.00) is hereby awarded the plaintiff to have and to hold the same as her sole and separate property.

It is further decreed that the plaintiff's attorney Guy L. Kinney, be paid seventy-five dollars ($75.00) by the defendant for representing the plaintiff in the above entitled action.

Dated this 2nd day of December, 1949.

Kelly E Lowe

District Judge.

State of Idaho
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C A Bullen
Clerk of the District Court

By June C Nielsen
Deputy

X

8233

4073

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FORTHE COUNTY OF TWIN FALLS

Pauline Terry, Plaintiff,

vs.

Lloyd Terry, Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED DEC 2 1949

DECREE OF DIVORCE

E. R. Bullen Clerk
Irene C. Nielsen Deputy Clerk

Entered DEC 2 1949 10:30 am

This matter came on regularly for hearing on the 2nd day of December, 1949, at the hour of 2:00 o'clock P.M., before the undersigned District Judge sitting without a jury. Plaintiff appeared in person and by her attorney, J. W. Taylor, and the defendant failed to appear, either in person or by attorney. Defendant having been duly and regularly served with copies of the complaint and summons herein and the time allowed by law for him to plead thereto having expired and no pleading or appearnace having been filed, and his default having been duly entered, testimony was submitted by and on behalf of the plaintiff. The Court, having heard the evidence and being fully advised in the matter finds that all the allegations of the plaintiff's complaint are true; that Christina Terry and Loretta Terry, the minor daughters of the parties hereto are in the custody of the plaintiff, and that the plaintiff is entitled to the custody of said children herein; and that the plaintiff is entitled to a decree of divorce from the defendant upon the ground of extreme cruelty, as prayed in her complaint.

It is therefore ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, dissolved, and each of the said parties is restored to the status of a single, unmarried person.

It is further ordered, adjudged and decreed that the care, custody and control of the said minor children be, and the same are, awarded to the plaintiff; and that the defendant be and he hereby is, required to pay to the plaintiff for her support the sum

of $75.00 per month and the further sum of $37.50 per month for the support of each of the said minor children during minority, said payments to be made on the first day of each and every month beginning January 1, 1950.

It is further orddred, adjudged and decreed that the real estate owned by the parties hereto, to-wit:

> Southwest Quarter of the Southwest Quarter and that part of Lot Five (5) lying South of the South rim rock of Snake River Canyon and lying South and East of the rim rock of the gorge of "I" Coulee where it crosses a part of Lot Five (5), all in Section Ten (10), Township Nine (9) South, Range Fifteen (15) East of the Boise Meridian, together with fifty (50) shares of water stock in the Twin Falls Canal Company,

be, and the same hereby is, awarded tothe plaintiff as her sold and separate property, subject to the mortgage in favor of the United States in the approximate sum of $18000.00.

It is further ordered, adjudged and decreed that all the community personal property of the parties hereto, including the household furniture, fixtures and equipment, and including the sum of approximately $140.00 due from the Pond Produce Company of Buhl, Idaho to the said parties for potatos raised on the above described premises, be, and the same hereby are, awarded to the plaintiff as her sole and separate property.

It is further ordered, adjudged and decreed that defendant be, and hereby is required to pay through the plaintiff, the sum of $150.00 attorney fee for the prosectuin of this action and her costs of suit taxed at $_____.

Dated December 2nd, 1949.

Kales E. Lowe
District Judge.

State of Idaho }
County of Twin Falls } ss

[illegible] full, true and correct

C A Bulles

Irene C Nielsen
Deputy

4

COPY

8234

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

* * * * * * * * *

HELEN CAMOZZI,

Plaintiff,

vs.

R. O. CAMOZZI,

Defendant.

14033

DISTRICT COURT

Eleventh Judicial District

County of Twin Falls, State of Idaho

FILED DEC 9 - 1949

Ca Bullock Clerk

By Irene C Nielsen Deputy Clerk

Entered DEC 9 - 1949 2:15 PM

DECREE OF DIVORCE.

* * * * * * * * *

The above entitled action came on regularly for hearing before the Court on this 9 day of December, 1949, the plaintiff appearing in person and by and through her attorneys, Rayborn and Rayborn, and the defendant appearing not, either in person or by attorney, and it satisfactorily appearing to the Court that due service of summons in said action has been made upon the defendant, R. O. Camozzi, by publication in the Times News for five consecutive Thursdays, and that at least 26 days intervened between the first and last publication; but that the defendant has failed and refused to appear and answer or otherwise plead to said complaint, and the time allowed by law to the defendant for answering or otherwise pleading to said complaint having expired, and the default of said defendant having been heretofore duly entered.

Evidence having been adduced on behalf of the plaintiff in support of her complaint, and the matter having been submitted to the Court for decision, the Court having duly considered same and being fully advised in the premises; and it appearing to the Court that the material allegations in plaintiff's complaint are true and that said defendant has been guilty of extreme cruelty toward this plaintiff, and that the plaintiff is entitled to a Decree of Divorce from the defendant.

NOW, THEREFORE, On Motion of Rayborn and Rayborn, attorneys for the plaintiff, it is HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

1. That the bonds of matrimony heretofore and now existing

between the plaintiff and the defendant be, and the same are hereby, wholly dissolved, and the parties forever freed from the obligations thereof.

2. That such miscellaneous household equipment as the parties hereto own, consisting of electrical appliances, be, and the same is hereby, awarded to the plaintiff, as her sole and separate property.

3. That the plaintiff be, and she hereby is, restored to her maiden name of Helen Blythe.

Done in Open Court this 9 day of December, 1949.

Hugh A Baker
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C A Bullen
Clerk of the District Court

By Irene C Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

14063

SHIRLEY CHRISTOPHERSON, Plaintiff,

vs

DALE CHRISTOPHERSON, Defendant.

DECREE OF DIVORCE.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED DEC 9 1949
Ed Bulles Clerk
By Irene C Nielsen Deputy Clerk
Entered DEC 9 - 1949

THIS MATTER came on to be heard before the above entitled Court on the 9th day of December, 1949. Plaintiff appeared in person and with her attorney, J. H. Barnes; defendant made no appearance. It is shown to the Court that, pursuant to affidavit and order, personal service of the summons and complaint in this action was had on the defendant in the State of California on the 2nd day of November, 1949. It appears that the defendant has made no appearance herein since the date of said service, and that his default for failure to appear and plead within the time allowed by law was entered by the Clerk of this Court on the 8th day of December. On motion of plaintiff's attorney, it is ordered that said entry of default be approved and confirmed.

The plaintiff was sworn and testified, and a witness was sworn and corroborated plaintiff's testimony as to residence. From the evidence thus adduced, the Court finds that the allegations of plaintiff's complaint are true, and concludes that plaintiff is entitled to a decree of divorce on the ground of extreme cruelty.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between plaintiff and defendant be and they hereby are dissolved; that the custody of the only child of said marriage, Gayle Ann Christopherson, be and it hereby is awarded to the plaintiff; that the defendant may visit said child at reasonable and proper times and places.

Dated this 9th day of December, 1949.

Hugh A Baker
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

Ed Bulles Clerk of Court
By Irene C Nielsen Deputy

8236

In The District Court of the Eleventh Judicial District of the State of Idaho, within and for Twin Falls County.

Dorotha Jewett, Plaintiff,
vs.
Roy Jewett, Defendant.

JUDGMENT and DECREE.

The above entitled matter came regularly on before the Court, Hon. Hugh A. Baker, District Judge, prsiding, at Twin Falls, in Twin Falls County, Idaho, on the 9th day of December, ~~194~~ 1949, the plaintiff appearing in person and by her attorney, Everett M. Sweeley, the defendant not appearing; and,

It being shown by the records and files of the said cause that the defendant was duly and regularly served with process in the said county, said service being upon defendant personally, and that upon his failure to appear his default was duly and regularly entered herein,

Witnesses were called, sworn and examined by and on behalf of plaintiff, and findings of fact and conclusions of law having been waived,

It appearing to the Court that the divorce herein sought by the plaintiff is the fault of the defendant, and that he has been guilty of extreme cruelty to and upon the plaintiff and that plaintiff is for that reason entitled to the relief sought by her,

It Is Therefore Ordered, Adjudged and Decreed:

1. That the bonds of matrimony heretofore existing between plaintiff and defendant be and they are hereby severed and terminated, and that the plaintiff be and she is hereby absolutely divorced from the defendant;

2. That in lieu of alimony and as a just and equitable division between and assignment to the parties of their property.

There is hereby assigned to the plaintiff as her sole and separate property Lot Sixty Four (64) of Buena Vista Addition to the townsite of Twin Falls, in Twin Falls County, Idaho, as the same is shown upon the official plat of said addition of record in the said county, subject to the unpaid portion of the purchase price therefor; and,

There is hereby assigned to the defendant as his sole and separate property that certain 8 cylinder, 1949 model Buick automobile, purchased on contract by the defendant on or about the month of July, 1949, subject to the unpaid portion of the purchase price therefor.

Witness my hand this 13th day of December, 1949.

14037

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED DEC 14 1949
Clerk
Deputy Clerk

(COPY)

Hugh A. Baker
District Judge.

Entered DEC 14 1949 11:00 am

8237

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

Nellie Hunt,
Plaintiff,

vs.

Fay Hunt,
Defendant.

DECREE OF DIVORCE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED DEC 16 1949
C. A. Bullen Clerk
Irene C. Nielsen Deputy Clerk

This matter came on regularly for hearing on the 16th day of November, 1949, at the hour of 2:00 o'clock P.M., before the undersigned District Judge sitting without a jury. Plaintiff appeared in person and by her attorney, J. W. Taylor, and defendant having withdrawn his answer and cross complaint heretofore filed herein and having refused to plead further in the matter and consented that his default be entered and his default having been duly entered by order of the Court, testimony was submitted by the plaintiff and witnesses in her behalf. It appearing from the evidence that the parties hereto have entered into an agreement setteling their property rights and the custody of their minor children, a copy of said agreement having been admitted in evidence and which agreement is hereby approved by the Court; and it appearing to the satisfaction of the Court that the plaintiff is entitled to a decree of divorce on the ground of extreme cruelty as prayed in her complaint;

Entered DEC 16 1949 10:10 am

It is ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, dissolved, and each of the said parties is restored to the status of a single, unmarried person; that the custody and control of the minor children of the parties be, and the same hereby is, awarded to the defendant in accordance with the agreement of the parties hereinabove mentioned, and that the plaintiff shall have the right to visit said children with the right in said children to visit the plaintiff at reasonable times.

Dated ~~November~~ December 16th, 1949.

Kales E. Lowe
District Judge.

8238

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

BETTY JONES,
Plaintiff,
-vs-
CLIFFORD L. JONES,
Defendant.

DECREE OF DIVORCE

14083.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED DEC 16 1949
C. A. Bullen Clerk
By Irene C. Nielsen Deputy Clerk
Entered DEC 16 1949 2:30 PM

Now on this 16TH day of December, 1949, this matter came on for hearing before the Court. Plaintiff appeared in person and by Earl E. Walker, Esq., her attorney. The defendant did not appear. Witnesses were sworn and testified on behalf of the plaintiff after which the matter was submitted to the Court for its decision. Upon consideration of the files and of the evidence the Court finds that the defendant, Clifford L. Jones, has entered his voluntary appearance herein; that said defendant has not appeared herein although the time for so doing as provided by law has wholly expired; that the defendant is in default and that the defendant's default has been taken and entered against him herein by the Clerk of this Court. The Court further finds that the material allegations of the plaintiff's complaint are true; that the defendant is guilty of extreme cruelty toward the plaintiff and that by reason thereof the plaintiff is entitled to a divorce from the defendant; that the plaintiff is a fit and proper person to have the custody of Carolyn Jones, the minor child of the parties hereto; that the sum of $35.00 per month is a fair and reasonable sum to allow the plaintiff as against the defendant for the support of said minor child and that the defendant has the ability to make such payment.

WHEREFORE, It is Decreed by the Court:

1. That the plaintiff be and she hereby is divorced from the defendant.

2. That the plaintiff be awarded the custody of Carolyn Jones, the minor child of the parties hereto.

3. That the defendant pay to the plaintiff the sum of $35.00 per month for the support of said minor child of the parties hereto, such payments to be made on the 1st day of each month beginning on the 1st day of January, 1950.

4. That the defendant have the right to visit said minor child at all reasonable times.

Done in open Court this 16TH day of December, 1949.

Wallace E. Lowe

DISTRICT JUDGE.

8239

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT FOR THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

EDITH S. JACKLIN, Plaintiff)
VS) DECREE MODIFYING DIVORCE DECREE.
WILLIAM G. JACKLIN, Defendant.)

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED DEC 16 1949
C. A. Bullen Clerk
By Irene C. Nielsen Deputy Clerk
Entered DEC 16 1949 3:30 PM

This matter coming on regularly for hearing, upon the Order to Show Cause, heretofore issued herein; that plaintiff having accepted service of a copy of the Order to Show Cause, together with a copy of the application to modify the Decree heretofore entered herein, also waiver of time to appear and consent to such modification, which said acceptance and consent is in writing, duly verified, and on file herein. The defendant being present in person and by his Attorney O. P. Duvall, of Twin Falls, Idaho, Said defendant was thereupon sworn and testified as to matters alleged in the application. That all payments for support of said minor children have been made to date, that only one of said minors is now under age, the other two being of legal age and married. That said plaintiff has remarried and the defendant has remarried, and it is to their best mutual interests that said Decree of Divorce be modified as prayed for. The Court being fully advised in the premises enters an order as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the Decree of Divorce heretofore granted on or about the 27th day of August, 1942, be and the same is hereby, modified and amended as follows: That each of said parties shall have immediate right to dispose of any and all property belonging to her or him from and after this date, and shall extend to all of the future acquisitions of any and all property.

Dated this 16th day of December, 1949.

Kales E Lowe
District Judge.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

14097

Joe Lee,
Plaintiff,

vs.

Dorothy Agnes Lee,
Defendant.

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED DEC 23 1949
C. A. Bulles Clerk
By Irene C. Nielsen Deputy Clerk
Entered DEC 23 1949 2:35 PM

DECREE OF DIVORCE

This matter came on regularly for hearing on the 23rd day of December, 1949, before the undersigned District Judge, sitting without a jury. Plaintiff appeared in person and by his attorney, J. W. Taylor, and defendant failed to appear either in person or by attorney. Defendant having been duly and regularly served with copies of the complaint and summons herein and the time allowed by law for her to answer or otherwise plead having expired and no pleading or appearance having been made by her, and her default having been duly entered, testimony was submitted by the plaintiff and by witnesses in his behalf. The Court having been fully advised in the matter finds that all the allegations of the complaint are true and that the plaintiff is entitled to a decree of divorce on the ground of desertion as prayed in his complaint and that the plaintiff is the owner of the Chevrolet car in his possession as described in said complaint.

It is therefore ordered, adjudged and decreed that the bonds of matrimony existing between plaintiff and defendant be, and the same hereby are, dissolved, and that each of the said parties is hereby restored to the status of a single, unmarried person.

It is further ordered, adjudged and decreed that the automobile described in said complaint, to-wit: A 1938 Chevrolet car, engine #18 16457, Serial #6HA06 24800, be and the same hereby is awarded to the plaintiff as his sole and separate property.

Dated December 23rd, 1949.

Hugh A. Baker
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bulles
Clerk of the District Court

By Irene C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY

--:--

NEVA HILL KIRKMAN,

Plaintiff,

-vs-

GEORGE KIRKMAN,

Defendant.

--:--

14105

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho

DECREE

FILED DEC 23 1949

C. A. Bulles
Clerk

By Irene C. Nielsen
Deputy Clerk

Entered DEC 23 1949 2:45 P M

THIS CAUSE coming on regularly to be heard and tried before the Court, sitting without a jury, on the 23rd day of December, 1949; the defendant, George Kirkman, having been served with summons according to law, and the time allowed by law to appear and answer to plaintiff's complaint having expired, and the defendant not having appeared or answered, the default of the said defendant in the premises has been duly entered according to law; the plaintiff appearing in person and by her attorney, Harry Benoit, Esq., and the defendant not appearing, either in person or by attorney;

Upon said hearing, testimony was introduced in behalf of said plaintiff and in support of her complaint, and the cause having been submitted, the Court having duly considered the law and the evidence, and it appearing to the satisfaction of the Court that each and all of the material allegations in plaintiff's complaint are true;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, That the marriage between the plaintiff and the defendant be, and the same is hereby, dissolved, and that said plaintiff and defendant, and each of them, be, and they are hereby, released from all obligations thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the plaintiff be, and she is hereby, restored to her former name, Neva F. Hill.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the following described real property be, and the same is hereby, awarded to the plaintiff as her sole and separate property and estate, to-wit:

> Lot Fourteen (14) of Johnson's Subdivision of the City of Filer, Idaho, according to the plat thereof on file and of record in the Recorder's office of Twin Falls County, State of Idaho; being a part of the West Half of the Southeast Quarter ($W\frac{1}{2}SE\frac{1}{4}$) of Section Eight (8), Township Ten (10) South, Range Sixteen (16), East of the Boise Meridian, in Twin Falls County, Idaho.

Done in open Court this 28rd day of December, 1949, at Twin Falls, Twin Falls County, Idaho.

HUGH A. BAKER
District Judge

State of Idaho)
County of Twin Falls) SS

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bulles
Clerk of the District Court

By Irene C. Nielsen
Deputy

8242

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY

WINIFRED ROSEINA HALL, Plaintiff,

vs.

CLURE D. HALL, Defendant.

DECREE

14110

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED DEC 23 1949
C. A. Bullen Clerk
By Irene C. Nielsen Deputy Clerk
Entered DEC 23 1949 3:00 PM

This cause came on regularly for trial before the undersigned, one of the judges of the above entitled Court, in the County Court House, in the City of Twin Falls, County of Twin Falls, State of Idaho on this 23rd day of December, 1949. The plaintiff appeared in person and by and through her attorney of record, Max G. Lloyd. The defendant did not appear, and it appeared to said Judge, and he hereby finds, that the defendant, Clure D. Hall, has been duly and regularly served with summons in this action and, having failed to plead to this action the default of said defendant, Clure D. Hall, has been duly and regularly entered herein according to law.

Whereupon, witnesses on the part and behalf of the plaintiff were duly sworn and examined and evidence introduced and admitted, including a property settlement agreement, dated November 28th, 1949, made and entered into between the parties hereto, wherein and whereby it is agreed that their property rights and interests have been settled and adjusted as hereinafter set forth and decreed, and wherein and whereby it is agreed that their respective rights and interests with respect to the care, custody and control of a minor child, namely Betty Jean Hall, who is the issue of the marriage of Winifred Roseina Hall and Clure D. Hall have been settled and adjusted as hereinafter set forth and decreed, and the evidence, being closed, the cause was submitted to the said Judge for his consideration and decision and, after due deliberation thereon, the said Judge hereby finds and decides: That for a long time past the defendant has wilfully, wrongfully, and intentionally treated the plaintiff in such a manner as to inflict upon her extreme mental cruelty, and has by his acts inflicted upon her grievous mental suffering; that there is now one minor child, who is the issue of plaintiff's marriage to defendant; that said minor

child is of the age of fourteen years, and that her name is Betty Jean Hall; that said minor child is now in the care and custody of the plaintiff; that the plaintiff is a fit and proper person to have the care, custody and control of said minor child; that each and every allegation set forth or contained in plaintiff's complaint herein is true and correct; and that the plaintiff is entitled to all the relief prayed for in her said complaint now on file herein, except as hereinafter modified; and, being now fully advised, both in the law and in the premises, the said Judge hereby makes and enters his judgment and decree as follows:

Wherefore, by virtue of the law and by reason of the premises, aforesaid, it is hereby ordered, adjudged and decreed that the bonds of matrimony now and heretofore existing between the plaintiff, Winifred Roseina Hall, and the defendant, Clure D. Hall, be, and the same are hereby, wholly and absolutely dissolved, and that said parties be, and they are hereby, forever freed from the obligations thereof, and that a decree or absolute divorce be, and the same is hereby, rendered and entered herein in favor of the plaintiff and against the defendant.

And it is further ordered, adjudged and decreed that said property settlement is equitable, fair and just, and that said property settlement agreement, be, and the same is hereby, duly approved and confirmed, and that said property settlement, as contained in said agreement, be, and the same is hereby, in all respects, approved and confirmed.

And it is further ordered, adjudged and decreed that the care, custody, and control of said minor child, namely Betty Jean Hall, be, and the same are hereby, awarded to the plaintiff, Winifred Roseina Hall, and it is further ordered, adjudged and decreed that the defendant shall contribute to the support and maintenance of said minor child, the sum of thirty dollars per month, by paying to the plaintiff such sum for said purposes on the fifteenth day of January, 1960, and shall pay to the plaintiff a like sum for said purposes on the fifteenth day of each and succeeding month until such time as the said minor shall have reached her majority.

And it is further ordered, adjudged and decreed that the following described and/or mentioned property, and each and every part thereof, and each and every interest therein, be, and the same is hereby, set aside, transferred, awarded, set over, conveyed, assigned and decreed to the plaintiff, Winifred Roseina Hall, as her sole and separate property, free and clear of and from any and all claims of the defendant, Clure D. Hall, therein or thereto, to-wit; That certain personal property, now situate and being in Twin Falls County, State of Idaho, particularly described as follows:

> One bed-room set, consisting of one double bed with springs and mattress, one single bed with springs and mattress, miscellaneous bed clothing, one washing machine, one electric roaster, one radio, miscellaneous cooking utensils, one davenport and one living room chair.

And it is further ordered, adjudged and decreed that the following described and/or mentioned property, and each and every part thereof, and each and every interest therein, be, and the same is hereby set aside, transferred, awarded, set over, conveyed, assigned and decreed to the defendant, Clure D. Hall, as his sole and separate property, free and clear of and from any and all claims of the plaintiff, Winifred Roseina Hall, therein or thereto, to-wit:

> One 1935 model Oldsmobile 4 door automobile, Motor Number F 420-935, one 1937 model Willis 4 door automobile (now in the possession of the brother of the defendant, namely Gerald Hall, residing in Arco, Idaho), one 12 guage shot gun, one 22 calibre single shot rifle, one 30/30 calibre rifle and miscellaneous hand tools, and all other community personal property now in the possession of or under the control of the defendant.

Dated this 23rd day of December, 1949.

Signed Hugh A Baker
Judge of the District Court

State of Idaho }
County of Twin Falls } ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

Cal Bulles
Clerk of the District Court

By Irene C Nielsen
Deputy

8243

Copy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS. /4111

SYLVIA MARIE BALIS, Plaintiff,
Vs.
MARVIN GERALD BALIS, Defendant.

DIVORCE DECREE

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED DEC 23 1949
C. A. Bailey Clerk
By Irene C. Nielsen Deputy Clerk
Entered DEC 23 1949
3:05 PM

This cause came on regularly for hearing before the above entitled Court at Twin Falls, Twin Falls county, state of Idaho, in the Court room thereof, upon this 23rd day of December 1949. The plaintiff appearing in person and by her attorney, Guy L. Kinney, and the defendant, Marvin Gerald Balis, not appearing either in person or by any attorney and it appearing to the Court that the said defendant has been duly and regularly served with summons and a copy of the complaint in this action and that twenty days have elapsed since said service was made, and the defendant neither appearing in person or by an attorney of filing any answer or demurrer and default of said defendant, Marvin Gerald Balis, in the above entitled case having been duly and regularly entered herein according to the law, whereupon witnesses on the part of plaintiff were duly sworn and examined and evidence introduced and the evidence being closed the cause was submitted to the Court for determination and decision.

And the Court being duly advised in the premises find that each and every allegation of the plaintiff's complaint herein is true and correct and that plaintiff is entitled to a judgment and decree of this Court forever dissolving the bonds of matrimony now existing between the plaintiff and defendant and is further entitled to an absolute decree of divorce herein.

Copy

DIVORCE DECREE Page #2

The Court further finds that a property settlement was entered into between the plaintiff and defendant prior to the commencement of this action. Whereby the plaintiff is entitled to the household and kitchen furniture, as her sole and separate property. The plaintiff is further entitled to one-half (½) of the net proceeds derived from the sale of the farm machinery, the hay and livestock, also the sum of two hundred ($200.00) dollars from the defendant for the plaintiff's interest in one 1946 Chevrolet Pick-up truck, license # 2-J-104, and the sum of Twenty-five ($25.00) dollars from the defendant for her interest in a boat and motor; and the further sum of $66.40 to apply on attorney fees and costs of suit.

WHEREFORE by reason of the law and the premises on motion of Guy L. Kinney, attorney for the plaintiff, it is hereby ordered adjudged and decreed and this does order, adjudge and decree as follows: That the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby wholly and absolutely dissolved, and said parties forever free from the obligations thereof and a decree of absolute divorce is hereby entered herein, in favor of the plaintiff and against the defendant; That the property settlement heretofore entered into between the plaintiff and the defendant, is hereby approved. The plaintiff is awarded the household and kitchen furniture to have and to hold as her sole and separate property. She is further awarded, in accordance with the settlement, one half the net proceeds derived from the sale of the farm machinery, hay and livestock, and the sum of $200.00 for her interest in one Chevrolet pick up truck, license 2J-104; the sum of $25.00 for her interest in a boat and motor; and the sum of $66.40 to apply on her attorney fees and costs in the said action.

Dated this 23rd day of December 1949.

Hugh A. Baker
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bulles
Clerk of the District Court

By Irene C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

Amy Jensen, Mother of Marla Hawley, for and in behalf of said Marla Hawley, a minor, Plaintiff,

vs.

Robert E. Hawley, Defendant.

#14100
DISTRICT COURT
ELEVENTH JUDICIAL DISTRICT
County of Twin Falls, State of Idaho
FILED DEC 28 1949
O. A. Bullen
Irene C. Nielsen
Entered DEC 28 1949 9:30 AM

This matter came on regularly for hearing on the 23rd day of December, 1949, at the hour of 2:00 o'clock P.M. before the Honorable Hugh A. Baker, District Judge, sitting without a jury. The plaintiff, Amy Jensen, mother of Marla Hawley, and the said Marla Hawley appearing in person and by their attorney, J. W. Taylor, and the defendant failed to appear either in person or by attorney and the time for answering allowed by law having expired and no answer or other pleading having been filed for or in behalf of the defendant, and his default having been duly entered, witnesses were sworn and examined on behalf of the plaintiff and the Court being fully advised in the premises finds:

That said Amy Jensen is the mother of Marla Hawley; that Marla Hawley is a minorof the age of 17 years; that defendant, Robert E. Hawley, and said Marla Hawley were married and became husband and wife on the 2nd day of October, 1949, in Elko County, Nevada; that the parents of said minor, Marla Hawley, did not, nor did either of them, consent to her said marriage to defendant before said marriage, and did not afterwards approve or condone said marriage, and said Marla Hawley, by reason of her minority could not consent to said marriage.

It is therefore ordered, adjudged and decreed that the said marriage be, and the same hereby is, annuled, set aside and held for not, and that said Marla Hawley be, and she hereby is, restored to her former name of Marla Marlatt.

Dated December 23, 1949.

O. A. Bullen
Clerk of the District Court
Irene C. Nielsen
Deputy

Hugh A. Baker
District Judge.

8245

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

--:--

EVELYN M. ARNETT,

Plaintiff,

vs.

MILES B. ARNETT,

Defendant.

#14086

DECREE OF DIVORCE

DISTRICT COURT Judicial District County of Twin Falls, State of Idaho

FILED DEC 30 1949

Ed Bulles Clerk

By Irene C Nielsen Deputy Clerk

Entered DEC 30 1949

--:--

THIS ACTION Coming on for hearing before Honorable Kales E. Lowe, one of the Judges of this Court at Twin Falls, Idaho, on December 30, 1949, plaintiff appearing in person and by her attorney, J. H. Blandford, and it appearing to the Court that service of summons has been duly made upon defendant; that defendant has failed to appear and answer said complaint within the time allowed by law and a default has been duly entered herein against him, and it appearing further that the material allegations of plaintiff's complaint are true. namely, that plaintiff and defendant were married at Twin Falls, Idaho, on October 2, 1948, that no children have been born to plaintiff and defendant, that all property and property rights of the parties hereto have been satisfactorily adjusted between the parties hereto, that plaintiff is a bona fide resident of the State of Idaho and had been for more than six full weeks immediately preceding the commencement of this action, that defendant has treated plaintiff in a cruel and inhuman manner and that said acts of cruelty have caused plaintiff grievous mental suffering; 2:15 PM

NOW, THEREFORE, on motion of J. H. Blandford, attorney for plaintiff, IT IS ORDERED, ADJUDGED AND DECREED AS follows:

That the marriage relation existing between plaintiff and defendant be absolutely dissolved and said parties forever freed from the obligations thereof and that plaintiff and defendant, and each of them, be restored to the status of a single and unmarried person.

DATED at Twin Falls, Idaho, this 30th day of December, 1949.

KALES E. LOWE
District Judge

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full true and correct copy of the original on file in the above entitled action.

Ed Bulles
Clerk of the District Court

By Irene C Nielsen
Deputy

COPY

8246

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS.

TED VAUX,

Plaintiff,

vs.

MILDRED VAUX,

Defendant.

#14067

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED DEC 30 1949
C.A. Bullen
Clerk
By June O. Nielsen
Deputy Clerk
Entered DEC 30 1949 2:30 PM

DECREE OF DIVORCE.

THIS CAUSE Came on regularly for hearing on the 30 day of Dec, 1949, before Honorable Hubert Lucas, one of the judges of the above entitled Court, sitting in open Court, the plaintiff being represented by his attorneys, Rayborn and Rayborn, and the defendant not appearing either in person or by counsel.

And it appearing to the Court that the defendant has heretofore been duly and regularly served with summons and a copy of the complaint in the above entitled action, and has filed herein her appearance, and has refused to plead to or answer plaintiff's complaint, and has consented that her default may be entered herein, and that the default of said defendant for such failure to appear and answer plaintiff's complaint has been duly entered by the Clerk of the above entitled Court according to law.

Thereupon evidence was introduced and admitted from which it appears that each and all of the material allegations of the plaintiff's complaint have been established by competent evidence, and the allegations of plaintiff's complaint as to his residence have been duly corroborated by competent testimony.

And the Court, being fully advised in the premises, on Motion of attorneys for plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED as follows, to-wit:

1. That the bonds of matrimony heretofore and now existing between the plaintiff, Ted. Vaux, and the defendant, Mildred Vaux, be, and they are hereby dissolved, and the parties hereto restored to the status of unmarried persons.

2. That the care, custody and control of the minor child of the parties, namely, Phyllis Vaux, daughter, aged five months, be, and it is hereby, awarded to the plaintiff, Ted Vaux.

Done in Open Court this 30th day of December, 1949.

Marley E Lewis
District Judge.

State of Idaho)
County of Twin Falls) ss.

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C A Bulles
Clerk of the District Court

By June C Nielsen
Deputy

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

- - - - - -

C. M. Frier,

Plaintiff,

vs.

Norma Frier,

Defendant.

- - -

#13405

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED
C. A. Bullen Clerk
Irene C. Nielsen Deputy Clerk
Entered JAN 6 - 1950 4:20 PM

D E C R E E .

This cause having come on regularly to be heard before the Court on the First day of July, 1949, with the plaintiff appearing in person and by his counsel W.L.Dunn,Esq., and the defendant neither appearing in person or by counsel, but having theretofore caused her voluntary appearance to be filed in said cause, whereby she expressley waived the service of summons upon her, admitted the receipt of a copy of the complaint on file in said cause, waived the statutory time to answer or plead to said complaint, submitted herself to the jurisdiction of the above entitled court and consented that a default be entered against her in said court in said cause, whereupon the Clerk's default was duly entered and the same approved by the Court,when the Court proceeded to hear the testimony of witnesses duly sworn and examined in support of plaintiff's complaint and the matter being finally submitted the Court took the same under advisement and now after due consideration and being fully advised in the premises, finds that the defendant has treated plaintiff with extreme cruelty to the extent of causing plaintiff great and grievous mental and physical suffering and distress and that all of the allegations of plaintiff's complaint are fully sustained, Wherefore, NOW, THEREFORE, upon motion of W. L. Dunn, counsel for the plaintiff it is hereby ORDERED, ADJUDGED and DECREED:

That the bonds of matrimony heretofore existing

between the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony, and that plaintiff pay to the defendant the sum of Fifty ($50.00) dollars per month for the support of two minor children in defendant's custody and outside the jurisdiction of this court and after the oldest child becomes of age that he pay Twenty-five ($25.00) dollars per month to defendant for the support of said youngest child until it becomes of age.

Dated Dec. 31, 1949.

Kala E Lowe
DISTRICT JUDGE.

8248

IN THE DISTRICT COURT OF THE ELEBENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

- - - - - -

Patrick D. Hase,

Plaintiff,

vs.

Evelyn Hase,

Defendant.

13696

DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JAN 4 - 1950
Cal Billes Clerk
By Irene C. Nielsen Deputy Clerk
Entered JAN 4 - 1950

- - -

D E C R E E .

This cause having cone on regularly to be heard before the court on the 31st day of December,1948, at the court room of said court in Twin Falls,Idaho,with the plaintiff appearing in person and by his counsel W.L.Dunn,Esq., and the defendant not appearing, but having caused her voluntary appearance and waiver to be filed in said cause, whereby she waived service of summons upon her,admitted receipt of a copy of the complaint, waived time to answer, submitted herself to the jurisdiction of said court and consented to a default being entered against her, and the Clerk's default having been duly entered and approved by the court, the court proceeded to hear the testimony of witnesses duly sworn and examined in support of plaintiff's complaint and the matter being finally submitted, the court finds that the defendant has treated plaintiff with extreme cruelty to the extent of causing plaintiff great and grievous mental and physical suffering and distress and that all of the allegations of plaintiff's complaint are fully sustained, Wherefore, NOW, THEREFORE, upon motion of W.L.Dunn, counsel for the plaintiff it is Hereby ORDERED, ADJUDGED and DECREED: That the bonds of matrimony heretofore existing between the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony.

Dated December 31,1949.

Hugh A. Baker
DISTRICT JUDGE.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

- - - - - -

Gerald Wayne Courtney,

Plaintiff,

vs.

Phillis Courtney,

Defendant.

14020

COPY
DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JAN 4 1950
C. A. Bulles
Clerk
By Irene C. Nielsen
Deputy Clerk
Entered JAN 4 - 1950

- - -

D E C R E E .

This cause having come on regularly to be heard before the Court on the 4th day of November,1949,at the court room of said court in Twin Falls, Twin Falls County, State of Idaho,with the plaintiff appdaring in person and by his counsel W.L.Dunn,Esq., and the defendant having appeared in said cause by her counsel Messrs. Rayborn and Rayborn, but thereaffer and prior to the date Of this decree having withdrawn defendant's appearance in said cause and in open court refused to answer further, upon motion of plaintiff the default of the defendant was duly entered and the same approved by the court, whereupon the court proceeded to hear the testimony of witnesses duly sworn and examined in support of plaintiff's complaint and the matter being finally submitted and the court being fully advised in the premises finds that the defendant has treated plaintiff with extreme cruelty to the extent of causing plaintiff great and grievous mental and physical suffering and distress and that plaintiff is entitled to a divorce on that ground and that there is one child a daughter Patricia Ann Courtney age about fifteen months and that the care, custody and control of said child should be with the defendant, Wherefore, NOW, THEREFORE, upon motion of W. L. Dunn, counsel for the plaintiff is is hereby ORDERED, ADJUDGED and DECREED:

1. That the bonds of matrimony heretofore existing

between the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony.

3. That the infant daughter Patricia Ann Courtney and the care, custody and control of said child be and the same is hereby awarded to the defendant with the right of visitation granted to the plaintiff at all reasonable hours and times, subject to be modified on proof of changed conditions and that the welfare of the child requires it and that until the further order of the court the plaintiff pay to the ~~plaintiff~~ defendant the sum of Forty ($40.00) dollars per month for the support and maintenance of said child in payments of Twenty ($20.00) dollars each on the 10th and 25th days of each month.

Dated December 31 ,1949.

Hugh A. Baker

DISTRICT JUDGE.

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

VIOLA E. KING,)
Plaintiff,)
-vs-) DECREE OF DIVORCE
OTIS L. KING,)
Defendant.)

14113

District Court
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED DEC 30 1949
C. A. Bullock Clerk
By Irene C. Nielsen Deputy Clerk

Entered DEC 30 1949
2:40 PM

This cause came on regularly to be heard before Honorable Kales E. Lowe, one of the Judges of the above entitled Court, in Open Court, in the County Court House, in the City of Twin Falls, County of Twin Falls, State of Idaho, on the 30th day of December, 1949, the plaintiff appearing in person and by and through her attorneys, Messrs. Stephan, Stephan and Heap, and the defendant Otis L. King appearing neither in person nor by attorney, and it appearing to the Court that the defendant having been served with due and legal process in this action and having failed to appear in said action or to answer plaintiff's Complaint on file herein within the time allowed by law, or at all, the default of said defendant in the premises having been entered according to law, witnesses on the part of the plaintiff were regularly sworn and examined in support of the allegations contained in plaintiff's Complaint; and it satisfactorily appearing to theCourt from the evidence in the case that the plaintiff and defendant are husband and wife and that plaintiff is a bona fide resident of the State of Idaho and has been such for more than five years last past and immediately preceding the commencement of this action, and that all of the material averments of the Complaint in said action are sustained by testimony free from legal exceptions as to its

competency, admissibility and sufficiency, and that matters so alleged in said Complaint and proved on behalf of the plaintiff are sufficient in law to entitle plaintiff to a Judgment and Decree of Divorce against the defendant;

NOW, ON MOTION of Frank L. Stephan, Esquire, one of the attorneys for plaintiff herein;

IT IS ORDERED, ADJUDGED AND DECREED That by virtue of the power and authority in this Court vested and in pursuance of the statutes in such cases made and provided, the marriage existing between Viola E. King, plaintiff herein, and Otis L. King, defendant herein, be dissolved, and the same hereby is dissolved accordingly, and the said plaintiff and the said defendant are, and each of them is, hereby freed and absolutely released from the bonds of matrimony and all the obligations and disabilities thereof and hereby restored to the status of a single or unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That plaintiff, Viola E. King, is the owner of an equity in an undivided one-half (½) interest in and to the following described real estate, situate in the County of Twin Falls, State of Idaho, to-wit:

> All of Lot Seventeen (17) and the Northwest Half (NW½) of Lot Eighteen (18) in Block One Hundred Twenty-nine (129) of Twin Falls Townsite, according to the official plat thereof on file and of record in the office of the County Recorder of Twin Falls County, Idaho,

under and by virtue of an Agreement of Sale dated May 9, 1946, made by and between T. J. Lloyd and Anna E. Lloyd, his wife, as parties of the first part, and M. A. Wixom and Bessie Wixom, his wife, as parties of the second part, covering the sale and purchase of the above described property, an undivided one-half interest in and to which Agreement of Sale was assigned under date of January 26, 1949, by the said M. A. Wixom and Bessie Wixom,

husband and wife, unto Viola King and Otis L. King, wife and husband, the consideration for said Assignment of said Agreement of Sale, as described therein, having been paid and delivered to the said M. A. Wixom by the said Viola E. King, plaintiff herein, out of her separate funds, and is also the owner of one automobile which was purchased by plaintiff from her own separate funds, and said real and personal property be and the same is hereby adjudged to be the sole and separate property of plaintiff, Viola E. King, free and clear of any interest of defendant Otis L. King, community or otherwise.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That plaintiff Viola E. King have Judgment against said defendant Otis L. King for the sum of One Hundred Twenty Dollars ($120.00) as a reasonable attorney fee and costs of suit in the above entitled action for plaintiff's attorney.

Dated at Twin Falls, Idaho, this 30th day of December, 1949.

KALES E. LOWE
District Judge.

State of Idaho)
County of Twin Falls) ss

I hereby certify the foregoing to be a full, true and correct copy of the original on file in the above entitled action.

C. A. Bulles
Clerk of the District Court

By Irene C. Nielsen
Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR WASHINGTON COUNTY

MARILYN MCDONALD,
Plaintiff,
vs.
ALVIN MCDONALD,
Defendant.

DECREE.

This matter having come on regularly to be heard on the/5th day of December, 1949; the default of the defendant having been entered for failure to appear or plead within the time allowed by law; the Court having heard the testimony adduced on behalf of the plaintiff, and being advised and finding all of the material allegations of plaintiff's complaint to be true.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE, that the plaintiff is awarded a decree of divorce from the defendant, the marriage heretofore existing between the plaintiff and defendant is hereby dissolved and each of the parties to this action is restored to the status of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the custody of the minor child of the plaintiff and defendant, to-wit:

JACQUELINE KAROL McDONALD

BE AND HEREBY IS AWARDED TO THE PLAINTIFF, subject to the right of the defendant to see the said child at reasonable times and places.

Dated December/5, 1949.

A. O. SUTTON
District Judge.

STATE OF IDAHO
County of Washington } ss.

8251

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of Marilyn McDonald -vs- Alvin McDonald is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 15 day of Dec, 1949.

Naomi Black
Clerk of the District Court

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON.

DORIS MAE POULSON,

Plaintiff,

vs.

CALVIN O. POULSON,

Defendant.

DECREE

This cause came on regularly for trial in open Court in the Court-room of the above entitled Court in Weiser, Washington County, Idaho, on this, the 5th day of December, 1949.

Plaintiff was present in person and by her Attorney of record, Frank H. Joseph. Defendant was not present.

Thereupon a trial of said cause was had. Witnesses were sworn and examined on behalf of the plaintiff. No evidence was introduced on behalf of the defendant. The taking of evidence was closed and the cause submitted to the Court for decision.

After due deliberation thereon by the Court, the Court finds that the allegations of said Complaint are true and that the plaintiff is entitled to an absolute divorce from the defendant; that the plaintiff is entitled to have the sole care, custody and control of the minor children, Darwin Calvin Poulson and Verla Rae Poulson.

WHEREFORE, By reason of the law and the findings it is hereby ORDERED, ADJUDGED and DECREED that the plaintiff, Doris Mae Poulson, be, and she hereby is granted an absolute divorce from the defendant, Calvin O. Poulson.

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff, Doris Mae Poulson be, and she hereby is granted full and complete

care, custody and control of the said minor children, Darwin Calvin Poulson and Verla Rae Poulson.

It is further ORDERED, ADJUDGED and DECREED that the defendant, Calvin O. Poulson, pay to the plaintiff the sum of Twenty ($20.00) Dollars, per month each for the support and maintenance for each of the said minor children, beginning December 10th, 1949.

It is further ORDERED, ADJUDGED and DECREED that the defendant, Calvin O. Poulson, shall have the right to visit said minor children at reasonable times and places.

A. O. SUTTON
District Judge.

STATE OF IDAHO)
:: ss.
County of Washington)

I, Naomi Black, duly elected, qualified and acting Clerk of the Court of the Seventh Judicial District in and for the County of Washington, State of Idaho, do hereby certify that the above and foregoing is a true and correct copy of the Decree now on file in my office in the case of Dàris Mae Poulson, plaintiff, vs. Calvin O. Poulson, defendant.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said District Court this 5th day of December, 1949.

Naomi Black
Clerk.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF WASHINGTON.

ROBERTA M. DAVIS,
Plaintiff,
vs.
EBEN E. DAVIS,
Defendant.

D E C R E E

The above entitled action came on regularly for hearing in open court this 24 day of December, 1949. Donart and Donart appearing as attorneys for the plaintiff and the defendant not appearing either in person or by counsel, and it appearing to the court that due and legal service of summons has been made upon the defendant and that the time allowed by law for the defendant for pleading in said action has expired and an Affidavit having been filed showing that the defendant is not engaged in either the military or naval service of the United States of America the default of the defendant is duly and regularly entered.

Witnesses are sworn and examined in behalf of the plaintiff and the cause is submitted to the court for consideration and decision.

The court being fully advised as to the law in the premises finds from the evidence so introduced that the allegations contained in the plaintiff's complaint are true and that the plaintiff is entitled to the relief as prayed for therein.

NOW, THEREFORE, on motion of Donart and Donart, attorneys for plaintiff, it is hereby ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between plaintiff and the defendant be and they are hereby forever dissolved and the plaintiff is hereby awarded an absolute divorse against the defendant.

It is further ORDERED, ADJUDGED AND DECREED that the Plymouth Sedan owned by the parties hereto and licensed in the name of the plaintiff and the household furniture belonging to the parties and in the possession of the plaintiff be and the same is hereby awarded to the plaintiff as her sole and separate property, and that the De Sota car licensed in the name of the defendant be and the same is hereby awarded to the defendant as his sole and separate property.

DONE in open court at Weiser, Idaho, this 24 day of December, 1949.

A. O. SUTTON
A. O. SUTTON, District Judge.

8253

STATE OF IDAHO
County of Washington } ss.

I, Naomi Black, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Washington, do hereby certify that the above and foregoing copy of DECREE in the above entitled action of ROBERTA DAVIS -vs- EBEN E. DAVIS is a true, full and complete copy of the original thereof on file and of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 24th day of Dec, 1949.

Naomi Black
Clerk of the District Court

DONART & DONART
ATTORNEYS AT LAW
WEISER, IDAHO

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

RICHARD BOLLAR,
Plaintiff,
-vs-
LORRAINE MAE BOLLAR,
Defendant.

D E C R E E

The above entitled cause came on regularly to be heard and tried before the Court at Gooding, Gooding County, Idaho, on the 1st day of December, 1949, the plaintiff appearing in person and by his attorney, Pete Leguineche, and the defendant not appearing in person or otherwise;

And upon said hearing it satisfactorily appearing to the said Court that the said defendant, Lorraine Mae Bollar, was duly and regularly served with the summons in the above entitled action together with and attached to a copy of the complaint on file in the above entitled action and the said defendant having failed to appear, answer, or otherwise plead to the complaint of plaintiff on file herein, and the time for so answering, or otherwise pleading to the said complaint having expired;

And it satisfactorily appearing to the Court that the said defendant is not in the military service of the United States of America in any capacity, whatsoever, and the default of the said defendant, Lorraine Mae Bollar, having been duly and regularly entered, and the Court having heard the testimony introduced in behalf of the said plaintiff and in support of his said complaint and the cause having been thereupon

submitted, the Court finds the issues in favor of said plaintiff and against the said defendant and finds that the said plaintiff is entitled to a divorce from the said defendant on the grounds of extreme cruelty.

The Court further finds that the said plaintiff has for more than six weeks immediately preceding the commencement of this action continuously resided in the State of Idaho and has been and is a bona fide resident of said state for more than such period immediately preceding the commencement of this action.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and the same hereby are, forever dissolved and set aside and that the said plaintiff be forever divorced from the said defendant, and each, the said plaintiff and defendant are hereby restored to the status of a single person.

IT IS HEREBY FURTHER ORDERED that the said plaintiff shall have his clothing and personal belongings and that the said defendant shall have her clothing, personal belongings, household effects and applicances.

DATED this 6th day of December, 1949.

D. F. Langhorne

District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Richard Bollar -vs- Lorraine Mae Bollar

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 6th day of December A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

Paper No. 6
Case No. 5066
Filed Dec 6 1949
Bert Bowler Clerk
By ..... Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

LUELLA CUNNINGHAM,
Plaintiff,
-vs-
SIM CUNNINGHAM,
Defendant.

D E C R E E

The above entitled cause came on regularly to be heard and tried before the Court at Gooding, Gooding County, Idaho, on the 7th day of December, 1949, the plaintiff appearing in person and by her attorney, Pete Leguineche, and the defendant not appearing in person or otherwise;

And upon said hearing it satisfactorily appearing to the said Court that the said defendant, Sim Cunningham, was duly and regularly served with the summons in the above entitled action together with and attached to a copy of the complaint on file in the above entitled action and the said defendant having failed to appear, answer, or otherwise plead to the complaint of plaintiff on file herein, and the time for so answering, or otherwise pleading to the said complaint having expired;

And it satisfactorily appearing to the Court that the said defendant is not in the military service of the United States of America in any capacity whatsoever, and the default of the said defendant, Sim Cunningham, having been duly and regularly entered, and the Court having heard the testimony introduced in behalf of the said plaintiff and in support of her said complaint, and the cause having been thereupon submitted, the Court finds

the issues in favor of said plaintiff and against the said defendant and finds that the said plaintiff is entitled to a divorce from the said defendant on the grounds of extreme cruelty.

The Court further finds that the said plaintiff has resided in the State of Idaho for more than six continuous weeks immediately preceding the commencement of the action;

The Court further finds that plaintiff and defendant have made and entered into a property settlement agreement, is in words and figures as follows:

"THIS AGREEMENT MADE AND ENTERED INTO this 17th day of November, 1949, by and between LUELLA CUNNINGHAM, hereinafter referred to as the plaintiff and SIM CUNNINGHAM, hereinafter referred to as the defendant,

W I T N E S S E T H:

WHEREAS, the parties hereto are now and ever since the 22nd day of June, 1922, have been husband and wife and irreconcilable disputes and differences have arisen and do now exist between them as a result whereof, the said Luella Cunningham, as plaintiff, has heretofore filed in the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, an action for divorce against the said Sim Cunningham, as defendant, which said action is now pending in the said Court; and

WHEREAS, the parties hereto have acquired and do now own certain community and separate property and they do desire to settle between themselves amicably their respective rights and interests in and to all such property and their rights to support, maintenance, alimony and attorney's fees.

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) to each in hand paid by the other and in further consideration of the mutual promises and agreements hereinafter contained, the parties have agreed and do hereby agree as follows:

That the said defendant has now in his possession the sum of Eight Hundred Dollars ($800.00) in a savings account, which said sum of Eight Hundred Dollars ($800.00) is his separate property and the said plaintiff does hereby forever relinquish any claim that she might have to the said sum of Eight Hundred Dollars ($800.00) which the said defendant now has;

That in exchange for all his rights of whatsoever nature or howsoever created in and to the community property or mixed property which the parties may

have acquired and now own, whether the same be real, personal, or consist of monies in the possession of the said plaintiff, the said defendant shall have the sum of Four Thousand Seven Hundred Dollars ($4,700.00) which said sum shall be in addition to the Eight Hundred Dollars ($800.00) which he now has, and the said defendant in consideration of the monies so received by him does hereby forever release and relinquish any and all claims that he might have to any other property which the parties may own or claim, save and except that he shall receive coincident with the execution of this agreement and in addition to the said sums of money hereinabove set forth, his personal belongings and that he shall further have as his sole and separate property, free and clear from any claim on the part of the said plaintiff, a policy on his life issued by the Oregon Mutual Life Insurance Company, now the Standard Insurance Company.

In exchange for any other rights she might have or claim, the said plaintiff shall receive as her sole and separate property, the said residence home of the parties hereto, more particularly described as follows:

> Lot Four (4) Block Twenty One (21) McCarty's First Subdivision, Boise, Idaho, as the same appears on the official plat thereof on file and on record in the office of the County Recorder of the County of Ada, State of Idaho, together with all household furniture, equipment and effects situate thereon or used in connection therewith.

To have and to hold the said property as the separate property and in no wise community property for her own use and benefit forever free and clear from any claim or right on the part of the said defendant;

In addition to the said residence property, furnishings and effects hereinabove described, the said plaintiff shall further receive as her sole and separate property, free and clear from any claim on the part of the said defendant, that certain business consisting of a beauty shop known and designated as Cunningham's Beauty Shop and located at No. 220 North 10th Street, Boise, Idaho, together with all of the fixtures, equipment, stock in trade, effects and good will thereof and the said plaintiff shall receive such business free and clear from any claim or right on the part of the said defendant;

The said plaintiff shall further receive as her sole and separate property with full right to change beneficiary thereunder and to dispose of the same and clear from any claim or right on the part of the said defendant, two certain policies of insurance issued by the Oregon Mutual Life Insurance Company, now the Standard Insurance Company and more particularly described as follows:

Policy #99276 in the face amount of Two Thousand Dollars ($2,000.00) issued on the life of Luella Cunningham and dated March 21, 1944;

Policy #NM82081 in the face amount of One Thousand Dollars ($1,000.00) issued on the life of Luella Cunningham and dated March 30, 1939;

The said plaintiff shall further receive as her sole and separate property, free and clear from any right or claim of the said defendant, the 1937 Chevrolet Coupe, Motor #582,188, Serial #2GA03-39683;

The said plaintiff shall further receive all cash accumulations in addition to those heretofore provided to be received by the said defendant, whether such cash accumulations be in her separate name or in joint accounts;

In further consideration of the payment to him and receipt by him of the said Five Thousand Five Hundred Dollars ($5,500.00) as hereinabove set forth, the said defendant conveys and releases unto the said plaintiff all of their property rights of whatsoever nature and whether or not hereinabove described;

In consideration of the mutual promises hereinabove set forth, and that each of the parties hereto does hereby forever discharge the other from any and all obligations to support, maintenance, alimony or attorney's fees and any and all property hereinafter acquired by either of the parties shall be the sole and separate property of the parties so acquiring the same and each of the parties does hereby relinquish any and all rights if in error or otherwise, to the property hereby set over to the other party or hereafter acquired by such other party;

The said defendant further agrees to execute such instrument as may be necessary to fully effectuate the terms of this agreement;

It is specifically understood and agreed that this agreement, subject to the approval of the Court, shall be incorporated and made a part of any decree of divorce rendered by any Court to either of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

(s) Luella Cunningham
Plaintiff

(s) Sim Cunningham
Defendant

The Court further finds that the said property agreement is in all respects fair and equitable and should be confirmed.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between plaintiff and defendant be forever dissolved and set aside and that plaintiff be forever divorced from the said defendant.

It is further ordered, adjudged and decreed that the property agreement hereinabove set forth be, and the same is hereby approved and confirmed as a part of this decree.

Dated this 7th day of December, 1949.

/s/ Doran H. Smith
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Luella Cunningham -vs- Sim Cunningham

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 7th day of December A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

5-aj

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

MARCIA WEAVER,
Plaintiff,
vs.
WALTER E. WEAVER,
Defendant.

D E C R E E

The above matter came on regularly for trial in open court before the undersigned District Judge, sitting without a jury, on the 9th day of December, 1949, being one of the regular judicial days in the November, 1949 term of said Court. The plaintiff appeared in person and by Parry, Keenan, Robertson & Daly, her attorneys; the defendant did not appear in person or by attorney. And it appearing to the Court that the defendant in this action was duly and regularly served with summons and failed to appear or plead to the plaintiff's complaint within the time allowed by law, and that the default of said defendant was duly and regularly entered according to law, the Court proceeded to hear the evidence offered by the plaintiff in support of her complaint; and the evidence having been concluded and the matter submitted to the Court for decision, the Court being fully advised in the law and the premises, finds from the evidence that all the facts stated in plaintiff's complaint are true and correct and concludes that the plaintiff is entitled to a decree of divorce and community property of the parties, as prayed for in said complaint.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the bonds of matrimony heretofore existing between the plaintiff and defendant be, and the same are hereby, dissolved and set aside and the parties to this action are divorced and restored to the status of single persons.

PARRY, KEENAN, ROBERTSON & DALY
LAWYERS
TWIN FALLS, IDAHO

That all the community property of the parties consisting of the following:

1. Miscellaneous household goods and furniture

2. An undivided one-third (1/3) interest in and to the following described real property situated in the County of Twin Falls, State of Idaho, to-wit:

(a) That part of the SE¼ NE¼ of Section 7, Township 10 South, Range 16, E.B.M., described as follows: Beginning at a point 25 feet west and 150.2 feet north of the southeast corner of said SE¼ NE¼; thence west 350 feet, thence south 135.8 feet; thence west 26.3 feet; thence north 215.2 feet; thence east 401.3 feet; thence South 80 feet to the point of beginning; and

(b) That part of the SE¼ NE¼ of Section 7, Township 10 South, Range 16 E.B.M., described as follows: Beginning at a point 25 feet west and 149 feet north of the southeast corner of said SE¼ NE¼; thence west 120 feet; thence south 15 feet; thence west 130 feet; thence north 16.3 feet; thence east 250 feet; thence south 1.2 feet to the point of beginning,

be, and the same is, in its entirety, hereby set apart and awarded to the plaintiff.

DATED This 9th day of December, 1949.

D. H. SUTPHEN

District Judge.

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Marcia Weaver vs Walter E. Weaver

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 9th day of December A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By Dorothy Mackinder
Deputy

8257

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR GOODING COUNTY

ETHEL LOUISE RUNFT,	)	
Plaintiff,	)	# 5094
- vs -	)	D E C R E E
EVERETT L. RUNFT,	)	
Defendant.	)	

This cause coming on regularly for hearing on the date stated below, the plaintiff and cross defendant not appearing in person or by attorney, the defendant and cross complainant appearing in person and by his attorneys Bissell & Bird; and it appearing to the court that personal service of the summons and complaint was duly had upon the defendant; that the defendant filed answer and cross-complaint, which were duly served upon the plaintiff October 28, 1949, and no answer to said cross-complaint having been served or filed by the plaintiff, and default having been entered against the plaintiff and cross defendant for failure to answer said cross complaint; and the matter coming on for hearing upon these pleadings, and evidence and corroborating evidence having been submitted in support of the allegations of the cross compliant, and the court being fully advised in the premises;

It is hereby ordered, adjudged and decreed that Ethel Louise Runft and Everett L. Runft be and they hereby are divorced and each thereof is restored to the status of a single person; that custody and control of the three minor children of the parties, namely, Thomas LeRoy, Karen Pearl and Sheryl Louise, be and hereby is awarded to the defendant and cross complainant Everett L. Runft, with privilege of reasonable visitation on the part of Ethel Louise Runft;

Done in open court at Gooding, Idaho, this 9th day of December, 1949.

D. H. Sutphen,
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Ethel Louise Runft vs Everett L. Runft

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 9th day of December A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By Dorothy Mackinder
Deputy

8258

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

VALERIE J. GUTHRIE Plaintiff vs. DOUGLAS W. GUTHRIE Defendant.	JUDGMENT AND DECREE

THIS CAUSE, Coming on regularly to be heard on the 10th day of December, 1949, before the Court without a jury, and plaintiff appearing in person and being represented by David Doane, her counsel, and it appearing to the Court that summons in the above-entitled cause has heretofore been duly and regularly issued and due service of process on said defendant had, and that the time for answering, demurring or appearing has expired, and that the default of Douglas W. Guthrie, the defendant, for failing to appear, answer or demur within the time prescribed by law, has heretofore been duly entered herein;

Whereupon, evidence, duly corroborated as required by law, was introduced by the plaintiff, from which it appears to the Court that the allegations of plaintiff's cause of action, contained in the plaintiff's complaint on file herein, are sustained by the testimony, free from all objections as to competency, admissibility and sufficiency; and it further appearing that the matters so alleged and proved are sufficient to entitle plaintiff to judgment and decree in accordance with the complaint and that the plaintiff is entitled to have her name prior to her marriage to defendant, to-wit, the name of Valerie J. Cramer, restored to her, and the case being closed and the law and the premises being

duly understood by the Court, the Court makes and enters this final judgment and decree:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order, adjudge and decree that the bonds of matrimony heretofore existing between plaintiff and defendant are forever dissolved and the said parties are, after the entry of this decree, each restored to the status of single persons and that plaintiff's name prior to her marriage, to-wit, Valerie J. Cramer, be and the same is hereby restored to her.

Dated this 10th day of December, 1949.

D. W. Stephen
District Judge

STATE OF IDAHO } ss.
County of Gooding }

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Valerie J. Guthrie vs Douglas W. Guthrie

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 10th day of December A. D. 1949.

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By Dorothy Marsinder
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

Betty Jean Briggs (the same person as Tonia Briggs), Plaintiff, -vs- Charles L. Briggs, Jr., Defendant.	DECREE OF DIVORCE

This cause came on regularly for hearing the 10th day of December, 1949, before the court without a jury on the plaintiff's complaint filed herein. Plaintiff appeared personally and with Mary Schmitt, one of her attorneys. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law and that the time in which the said defendant was required to demur, answer or plead to said complaint had expired, the default of the defendant was duly and regularly entered herein; whereupon, the court proceeded with the trial of said cause.

Witnesses were called, sworn and testified for and on behalf of the plaintiff, and the case was submitted to the court for final determination and decision; and the court having found that the plaintiff and defendant were married at El Paso, Texas on or about October 1, 1946; that plaintiff and defendant have no children; that plaintiff is entitled to adivorce from the defendant on the grounds of extreme cruelty and wilful neglect, and that plaintiff has been a bona fide resident of the State of Idaho for more than six weeks prior to the time of the filing of her complaint; that plaintiff is the same person as Tonia Briggs; and that plaintiff's name prior to her marriage was Betty Jean Bishop.

It is therefore ordered, adjudged and decreed and this does order, adjudge and decree that the bonds of matrimony now existing between the plaintiff, Betty Jean Briggs (the same person as Tonia Briggs), and the defendant, Charles L. Briggs, Jr., be and the same are hereby dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof.

It is further ordered, adjudged and decreed and this does order, adjudge and decree that the plaintiff's former name of Betty Jean Bishop be restored to her.

Dated at Gooding, Idaho, this 10th day of December, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Betty Jean Briggs vs Charles L. Briggs, Jr.

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 10th day of December A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By Dorothy Rasmussen
Deputy

8260

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

*
*
*

RALPH PEDERSON,	)	
Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
MURIEL PEDERSON,	)	
Defendant.	)	

*
*
*

This cause came on for hearing this 10th day of December before the above entitled court, the Honorable D. H. Sutphen, District Judge, presiding, the plaintiff appearing by his attorney, John A. Carver, Jr., Esq., of Boise, Idaho, and the defendant not appearing either in person or by attorney;

Upon said hearing it appearing to the satisfaction of the court from the records, files and proceedings in the above-entitled action that the defendant herein, Muriel Pederson, was duly and regularly served with process in the manner required by law, and the defendant having failed otherwise to appear and having failed to answer, demur, or otherwise plead to the complaint of the plaintiff herein, and the time for so doing having expired; and it satisfactorily appearing to the court from the affidavit filed by the said plaintiff that the said defendant is not in the military service of the United States of America in any capacity whatsoever, and the default of said defendant, Muriel Pederson, for her failure to otherwise appear and to answer, demur or otherwise plead to said complaint having been duly entered according to law,

THEREUPON witnesses were sworn and testimony taken and evidence adduced, whereby it appeared to the satisfaction of the court that the allegations contained in the plaintiff's complaint are true and supported by competent and legal evidence; now therefore, in consideration of the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED and this does order that the bonds of matrimony heretofore and now existing between the plaintiff and the defendant be dissolved, set aside and declared for naught and that the plaintiff be granted a divorce of and from the defendant.

DATED this 10th day of December, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Ralph Pederson vs Muriel Pederson now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 10th day of December A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By Dorothy Maxwell
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * * * *

MARY A. HUGHES,
Plaintiff,
vs.
GEORGE H. HUGHES,
Defendant.

D E C R E E

* * * * * * * * *

THIS CAUSE Having come on regularly for trial in open Court on the 13TH day of December, 1949, the plaintiff appearing in person and by her attorneys, Blaine & Ambrose, and the defendant appearing by and through his attorney, William W. Barrett; and the defendant having duly filed his Answer through his said attorney, and the parties having in open Court waived the making and entering of finding of facts and conclusions of law; and the Court having heard and considered the evidence on the part of the plaintiff and the defendant, through his attorney, having refused to offer evidence or plead further, and the Court being fully advised in the premises; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

DATED at Gooding, Idaho, this 13TH day of December, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Mary A. Hughes vs George H. Hughes

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 13th day of December A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By Dorothy Rasmussen
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

DENELDA S. SCHILLING,
Plaintiff,
-vs-
JOHN E. SCHILLING,
Defendant.

D E C R E E

The above entitled cause came on regularly to be heard and tried before the Court at Gooding, Gooding County, Idaho, on the 13 day of December, 1949, the plaintiff appearing in person and by her attorney, Pete Leguineche, and the defendant not appearing in person or otherwise;

And upon said hearing it satisfactorily appearing to the said Court that the said defendant, John E. Schilling, was duly and regularly served with the summons in the above entitled action together with and attached to a copy of the complaint on file in the above entitled action and the said defendant having failed to appear, answer, or otherwise plead to the complaint of plaintiff on file herein, and the time for so answering, or otherwise pleading to the said complaint having expired;

And it satisfactorily appearing to the Court that the said defendant is not in the military service of the United States of America in any capacity whatsoever, and the default of the said defendant, John E. Schilling, having been duly and regularly entered, and the Court having heard the testimony introduced in behalf of the said plaintiff and in support of her said complaint, and the cause having been thereupon submitted, the Court finds

the issues in favor of said plaintiff and against the said defendant and finds that the said plaintiff is entitled to a divorce from the said defendant on the grounds of extreme cruelty.

The Court further finds that the said plaintiff has resided in the State of Idaho for more than six continuous weeks immediately preceding the commencement of the action;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between plaintiff and defendant be forever dissolved and set aside and that plaintiff be forever divorced from said defendant.

Dated this 13TH day of December, 1949.

D. H. SUTPHEN
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Denelda S. Schilling vs John E. Schilling

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 13th day of December A. D. 19 50.

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By Dorothy Mickinder
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

BETTY GAIL CHILD, Plaintiff, vs HOWARD PAXTON CHILD, Defendant.	DECREE of DIVORCE

This cause coming on regularly to be heard on the 15th day of December, 1949 before the Court in open Court, Plaintiff appearing in person and by her attorneys, Davison & Davison, and Defendant appearing not, either in person, by attorney or otherwise; and it appearing to the Court from the records and filed herein that the defendant filed in this action an acknowledgement of service of Summons, and the Defendant having failed to appear and plead in said action within the time provided by law or at all, the Courtordered the default of the Defendant entered, and said default having been duly entered; and

The Court having heard the evidence and proof submitted by Plaintiff and on her behalf in support of Plaintiff's Complaint, and after duly considering the same and being fully advised in the premises, the Court finds that all of the allegations of Plaintiff's Complaint are true, and that Defendant has, willfully and without cause, treated Plaintiff in a cruel and inhuman manner, inflicting upon her great and grievous mental suffering, and that Defendant is guilty of extreme cruelty toward Plaintiff.

WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. That the bonds of matrimony heretofore existing between Plaintiff and Defendant be and the same are hereby dissolved and held for naught, and each of the parties hereto freed from the abligations of said marriage.

2. That Plaintiff shall have sole custody of the minor child of said marriage, namely: Vicki Lee Child, born July 6th,1945; provided that Defendant shall have the right to visit siad child at reasonable times.

3. That Defendant shall pay to Plaintiff for the care, maintenance and support of said minor child during her minority, the sum of Fifty Dollars each monthnot later than the 5th day of the month.

4. That the agreement made and entered into between the parties hereto under date of November 1st, 1949 is hereby approved.

Dated this day of December, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Betty Gail Child -vs- Howard Paxton Child

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 16th day of December A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

8264

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

WAYNE L. SHEPPARD,

Plaintiff,

v.

EVANGELINE SHEPPARD,

Defendant.

DECREE OF DIVORCE

This matter coming on regularly for trial before the Court without a jury on this 15th day of December, 1949, the plaintiff appearing in person and with counsel, Wm. F. Galloway, and defendant having been regularly served with summons and having failed to appear and her default having been duly entered; evidence having been introduced by and on behalf of plaintiff; the Court having found, and hereby finds, that each and all of the allegations of plaintiff's complaint are true, and the matter having been subm itted to the Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND THIS DOES ORDER, ADJUDGE AND DECREE:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby dissolved.

Dated and Signed at Gooding, Idaho this 15th day of December, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO)
) ss.
County of Gooding)

I, BERT BOWLER, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Gooding, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of December, 1949.

Bert Bowler
Clerk of the District Court

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

ANNA HOOBERY,

Plaintiff,

-vs-

EARL HOOBERY,

Defendant.

J U D G M E N T

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho this 15th day of December, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the court finds that the defendant had been duly and personally served with process and that the defendant through is attorney M. F. Ryan, appeared in said cause and filed a demurrer therein. That on the date hereof said defendant and his attorney withdrew said demurrer and refused to plead further, whereupon the court ordered that default be entered against said defendant.

Whereupon, evidence duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the defendant is guilty of extreme cruelty as charged in the said complaint, and that the plaintiff is and for more than six weeks immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

WHEREFORE, IT IS ORDERED, ADJUDGED and DECREED That the bonds of matrimony heretofore and now existing between the plaintiff and the defendant are hereby absolutely dissolved and that each of said parties is hereby restored to the status of a single person, that the custody, care and control of the minor children of plaintiff and defendant, namely,

Lester Hoobery and Glenn Hoobery be and is hereby awarded to the plaintiff, and further that the plaintiff is hereby awarded as her sole and seperate property the following described property, to-wit:

Lots 11 and 12, Block 18, Gooding Townsite, Gooding County, Idaho,

together with the house and fixtures therein, together with all household goods, furniture and equipment. Also, one cow.

GIVEN under my hand this 15th day of December, 1949.

/s/ D. H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Anna Hoobery vs Earl Hoobery

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 15th day of December A. D. 1949.

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By Dorothy Marcuder
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

ROSENNA MONTGOMERY,
Plaintiff,
-vs-
J. L. MONTGOMERY,
Defendant.

DECREE

This Cause came on regularly for hearing the 16th day of December, 1940, before the Court without a jury on the plaintiff's complaint filed herein. The defendant appeared neither in person nor by attorney and it appearing to the satisfaction of the Court that the defendant had been regularly served with process according to law, and that the time in which the said defendant was required to demur, answer or plead to said complaint within the time required by law has been duly and regularly entered herein, the Court proceeded with the trial of said Cause.

Witnesses were called, sworn and testified for and on behalf of the plaintiff and the case was submitted to the Court for final determination and decision and the Court having found that the plaintiff and defendant were duly married at Des Moines, Iowa, on the 5th day of October, 1937, and that the plaintiff has been for more than six weeks last past a bona fide resident of the State of Idaho, and that the defendant, disregarding the solemnity of his marriage vows, has caused the plaintiff great mental and physical suffering, pain and anguish, and is such as to constitute mental cruelty.

The Court ordered that judgment be entered for the plaintiff and against the defendant in accordance with the prayer of plaintiff's complaint.

WHEREFORE, IT IS ORDERED, ADJUDGED and DECREED, and this does ORDER, ADJUDGE and DECREE, that the bonds of matrimony now existing between the above named plaintiff and the above named defendant be, and the same are hereby dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof.

DATED: This 16th day of December, 1949.

D. W. Stephen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Roberta Montgomery vs J. L. Montgomery

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 16th day of December A. D. 1949.

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By Dorothy Mackinder
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

GEORGE P. ROSANDICK,
Plaintiff,

vs.

JACQUELINE ROSANDICK,
Defendant.

DECREE OF DIVORCE

This case came on regularly for hearing before the Honorable D. H. Sutphen, in the above-entitled court at Gooding, Idaho, on the 17th day of December, 1949. Plaintiff appeared in person and by his attorney, Claude Marcus, of Boise, Idaho.

Defendant, Jacqueline Rosandick, appeared by her attorney, Frank Langley, of Boise, Idaho.

Whereupon, testimony was introduced in behalf of Plaintiff, and no testimony was submitted on behalf of Defendant. The Court being fully advised in the premises, both as to the law and the facts, finds as follows:

I

That Plaintiff is now and has been for more than six full weeks preceding the filing of this action, a bona fide resident of the State of Idaho.

II

That the Defendant, Jacqueline Rosandick, is not now in the military service of the United States, or of any ally in any capacity whatsoever.

III

That no children have been born of conceived of this marriage.

IV

That the separation and property division agreement, a copy of which is marked Exhibit A, filed and introduced herein, is just and equitable and should be approved.

V

That the proof of Plaintiff, free from legal objection, fully establishes the allegations of ~~her~~ his complaint as true, and by reason thereof, Plaintiff is entitled to a decree of divorce from Defendant on the ground of extreme cruelty.

NOW THEREFORE, pursuant to the above findings, the court does hereby order, adjudge, and decree as follows:

I

That Plaintiff, George P. Rosandick, is entitled to, and she is hereby entitled to, a full and absolute decree of divorce from Jacqueline Rosandick, upon the ground of extreme cruelty, and the bonds of matrimony existing between Plaintiff and Defendant are hereby dissolved, and they are restored to the status of single persons.

II

That the Separation and Property Division Agreement entered into between the Plaintiff and Defendant is hereby fully confirmed and approved by this court, and by reference is fully incorporated in this Decree.

Dated and signed this 17th day of December, 1949.

D. H. SUTPHEN
District Judge

CERTIFICATE

STATE OF IDAHO)
(ss
County of Gooding)

I, BERT BOWLER, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a true and correct copy of the original Decree, George P Rosandick vs. Jacqueline Rosandick, filed inthe above-entitled action and remaining now on file in my office at Gooding, Gooding County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17th day of December, 1949.

Bert Bowler
Clerk
by Dorothy Rosandick
Deputy

X

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

CLYDE MORGAN, Plaintiff,	)	
-vs-	)	DECREE OF DIVORCE
NINA MAE MORGAN, Defendant.	)	

This cause came on regularly for hearing the 17th day of December, 1949, before the court without a jury on the plaintiff's complaint filed herein. Plaintiff appeared personally and with Mary Schmitt, one of his attorneys. The defendant appeared neither in person nor by attorney, and it appearing to the satisfaction of the court that the defendant had been regularly served with process according to law and that the time in which the said defendant was required to demur, answer or plead to said complaint had expired, the default of the defendant was duly and regularly entered herein; whereupon, the court proceeded with the trial of said cause.

Witnesses were called, sworn and testified for and on behalf of the plaintiff, and the case was submitted to the court for final determination and decision; and the court having found that the plaintiff and defendant were married at Rockport, Missouri about the month of August, 1915; that plaintiff and defendant have no minor children; that plaintiff is entitled to a divorce from the defendant on the grounds of desertion and that plaintiff and defendant have lived separate and apart without cohabitation for a period of five years.

It is therefore ordered, adjudged and decreed and this does order, adjudge and decree that the bonds of matrimony

now existing between the plaintiff, Clyde Morgan, and the defendant, Nina Mae Morgan, be and the same are hereby dissolved, and the plaintiff and defendant are absolutely freed from all obligations thereof.

Dated at Gooding, Idaho, this 17th day of December, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of CLYDE MORGAN vs NINA MAE MORGAN Case #5124 now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 17th day of December A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By Sarah J. Mackender
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

LORENE ECHEVARRIA,
Plaintiff,
-vs-
PETE ECHEVARRIA,
Defendant.

D E C R E E

The above entitled cause came on regularly to be heard and tried before the Court at Gooding, Gooding County, Idaho, on the 20th day of December, 1949, the plaintiff appearing in person and by her attorney, Pete Leguineche, and the defendant appearing by his attorney, Don J. McClenahan;

The parties having announced themselves ready for trial, the plaintiff introduced evidence in support of the allegations of her complaint and thereupon rested, and the defendant failed to introduce evidence either oral or documentary, whereupon the matter was submitted to the Court and the Court being fully advised in the premises;

The Court finds upon the cause of action of plaintiff, the issues in favor of plaintiff and that the said plaintiff is entitled to have the bonds of matrimony heretofore and now existing between plaintiff and defendant dissolved and to be forever divorced from the said defendant.

The Court further finds that the said plaintiff has continuously resided in the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, on this 20th day of December, 1949, it is hereby ordered, adjudged and decreed by this Court that the bonds of matrimony heretofore and now existing between plaintiff and defendant be, and the same hereby are dissolved, and each the said plaintiff and the said defendant is hereby restored to the status of a single person.

It is further hereby ordered, adjudged and decreed that the said defendant, Pete Echevarria, shall have the custody and control of the minor child of plaintiff and defendant, to-wit: Pete Echevarria, Jr., personally, however, that the said plaintiff shall have the right to visit the said minor child and to have the said minor child visit her at any and all reasonable time and to have the said child with her at reasonable times, places and circumstances for short periods of time.

DATED this 20th day of December, 1949.

D. H. Sutphen
District Judge

STATE OF IDAHO } ss.
County of Gooding }

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Lorene Echevarria vs Pete Echevarria

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 20th day of December A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By Dorothy Maxwinder
Deputy

8270

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * * * * * * * *

LOUISE H. SPARKS,
Plaintiff,
vs.
WARREN S. SPARKS,
Defendant.

D E C R E E

* * * * * * * * * * * * *

THIS CAUSE Having been brought on to be heard this 21st day of December, 1949, Blaine & Ambrose, appearing as counsel for the plaintiff herein, the defendant appearing not in person, by counsel or otherwise; service of the verified complaint and summons upon said defendant in said action having been made upon said defendant pursuant to order of publication of this Court by publishing said summons in five weekly issues of the GOODING LEADER and a copy of the said summons and said complaint mailed to defendant's last known address, and the time for answering having expired and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, and the default of said defendant, Warren S. Sparks, was duly entered herein, and that upon the complaint herein as confessed by the said defendant, it appears that the allegations of the complaint are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matter so alleged and proven are sufficient in law to entitle the plaintiff, Louise H. Sparks, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

DATED At Gooding, Idaho, this 21st day of December, 1949.

District Judge.

STATE OF IDAHO)
County of Gooding) ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Louise H. Sparks -vs- Warren S. Sparks

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 21st day of December A. D. 1949

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By .....
Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * * * *

ELAINE M. PACHECO,
Plaintiff,
vs.
LOUIS F. PACHECO,
Defendant.

8271

D E C R E E

* * * * * * *

THIS CAUSE, Having been brought on to be heard this 30th day of December, 1949, Blaine & Ambrose appearing as counsel for the plaintiff herein, defendant not appearing in person or by counsel or otherwise; personal service of the verified complaint and summons upon said defendant in said action having been made upon said defendant in Boise, Ada County, Idaho, and the time for answering having expired, and no answer, demurrer or other appearance having been filed in said cause, and the defendant having failed to make an appearance in said action, the default of the said defendant, Louis F. Pacheco, was duly entered herein, and that upon the complaint herein as confessed by said defendant, it appears that the allegations of said plaintiff are sustained by testimony free from all legal exceptions as to its competency, admissibility and sufficiency, and said matters so alleged and proved are sufficient in law to entitle the plaintiff, Elaine M. Pacheco, to the relief demanded in the complaint as prayed for; and the plaintiff herein having been a bona fide resident of the State of Idaho for more than six weeks immediately preceding the commencement of this action;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such case made and provided does order, adjudge, and decree that the marriage existing between the said parties be dissolved and the said parties and each of them are released from the bonds of matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the legal care, custody and control of Elsa Avis Pacheco and Louis F. Pacheco, Jr., the minor children of plaintiff and defendant be awarded to the plaintiff herein and that the said defendant may have the privilege to visit the said minor children at all reasonable and proper times and places while said minor children are under the care, custody and control of the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the property settlement agreement entered into between the plaintiff and defendant is hereby ratified, approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant shall pay to the plaintiff for the care, support and maintenance of the minor children of the parties hereto the following sums, to-wit: The sum of Seventy-five ($75.00) Dollars per month on or before the 10th day of January, 1950 and a like sum on or before the 10th day of each month thereafter until the 10th of January, 1951; that on said 10th of January the sum of One Hundred ($100.00) Dollars and a like sum of One Hundred ($100.00) Dollars on or before the 10th day of each month thereafter during the minority of said children, provided, however, that upon the death of any of said minor children or any of them becoming selfsupporting prior to attaining majority, the payments provided for herein shall be proportionately reduced.

DATED At Gooding, Idaho, this 30TH day of December, 1949.

D. H. SUTPHEN
District Judge.

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Elaine M. Pacheco vs Louis F. Pacheco

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 30th day of December A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By Dorothy Mackinder
Deputy

8272

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

NAOMI MAXWELL,

Plaintiff,

vs.

CLIFFORD MAXWELL,

Defendant.

DECREE OF DIVORCE

Copy

THE ABOVE ENTITLED MATTER came on regularly for hearing before the court at Gooding, Idaho, on the 30th day of December, 1949; the plaintiff appearing in person and with her attorney and her witness; the defendant neither appearing in person nor otherwise at all,

IT APPEARING TO THE satisfaction of the court that due and legal service of summons and complaint has been had and made for the time and in the manner provided by law and that the defendant Clifford Maxwell, has made no appearance herein in form or manner as required by law, within the time limited for such appearance; and the default of said defendant in the premises has been duly and regularly entered,

NOW UPON the application of the plaintiff, the court proceeds to reception of testimony on the plaintiff's behalf and being fully advised, express findings of fact and conclusions of law being waived, the court finds the plaintiff entitled to a decree of divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the plaintiff, Naomi Maxwell and the defendant Clifford Maxwell be and they are absolutely divorced and restored to the status of single persons.

Rendered, dated and entered, this 30th day of December, 1949.

R. H. Southam

District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of NAOMI MAXWELL vs CLIFFORD MAXWELL

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 30th day of December A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By Dorothy Maxwell
Deputy

8273

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING.

* * * * * * * *

GUY F. HART,

Plaintiff,

-vs-

DOROTHY D. HART,

Defendant.

DECREE OF DIVORCE

* * * * * * * *

This Cause coming on regularly to be heard this 31st day of December, 1949, before the Court, without a Jury, plaintiff appearing by his Attorney, Francis H. Hicks, Associate Counsel of T. J. Jones, Jr., and the defendant not appearing either in person, by Attorney or otherwise, and it appearing that the defendant was duly served pursuant to the manner and method as provided by statute with service of Summons and Complaint, and that the time for answer has elapsed and that the defendant has refused to plead in this cause within the time allowed by law or at all and that the default of the defendant has been regularly entered thereon, and that the plaintiff having submitted testimony fully corroborated in support of her cause and the Court having heard all the evidence or proof submitted and duly considering the same finds all allegations in the plaintiff's complaint are true and that the plaintiff is entitled to the relief sought.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this does order, adjudge and decree that the bonds of matrimony heretofore existing between the plaintiff Guy F. Hart, and

the defendant, D orothy D. Hart, are hereby dissolved and held for naught, and each of the parties is hereby freed from all the obligations of matrimony thereunder.

Done in Open Court this 31ST day of December, 1949.

D.H. SUTPHEN
DISTRICT JUDGE

STATE OF IDAHO)
(ss
County of Ada)

I, Bert Bowler, Clerk of the District Court of the Bourth Judicial District of the State of Idaho, in and for the County of Gooding, do hereby certify that the foregoing is a true and correct copy of the original Decree of Divorce filed in the above entitled action and remaining now on file in my office at Gooding, County of Gooding, State of Idaho,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 31ST day of December, 1949.

Bert Bowler
CLERK

By _____
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

VIOLA A. ELLIOTT,
Plaintiff,
-vs-
JOSEPH O. ELLIOTT,
Defendant.

J U D G M E N T

The above matter came on regularly for trial before the above court sitting in regular session in Gooding, Idaho, this 31st day of December, 1949, the plaintiff appearing in person and by her attorneys, James, Shaw & James, and the defendant appearing not at all. It appeared further and the court finds that the defendant had been duly and regularly served with process and that he had failed to answer within the time given by law, and that the default of the defendant for his failure to appear has been duly entered by the Clerk of the Court.

Whereupon, evidence duly corroborated, was introduced on behalf of the plaintiff in support of her complaint from which it appears and the court finds that the allegations of the complaint are true and correct and that the plaintiff and defendant have lived separate and apart without co-habitation for a period of more than five years, to-wit, continuously since September 19, 1944, and that the plaintiff is and for several years last past and immediately prior to the filing of the complaint herein has been an actual bona fide resident of the State of Idaho.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony heretofore existing between the plaintiff and defendant be and the same are hereby dissolved, and each of said parties is hereby restored to the status of a single person; that the care, custody, management and control of the

minor children of plaintiff and defendant, namely, Katherine Elliott and Patrick Elliott is hereby awarded to the plaintiff, provided however that the defendant shall have the right to visit said children, or either of them, at all reasonable and proper times, and shall have the right to have said children visit him at all reasonable and proper times; and that the undivided one-half interest of the plaintiff and defendant in that portion of the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$) of Section 34, Township 5 South, Range 8 E.B.M., lying north of State Highway #30 in Elmore County, State of Idaho, is awarded equally to the plaintiff and defendant.

GIVEN UNDER MY HAND this 31st day of December, 1949.

D/ H. Sutphen
District Judge

STATE OF IDAHO }
County of Gooding } ss.

I, Bert Bowler, Clerk of the District Court and Ex officio Auditor and Recorder in and for the County of Gooding, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Judgment of the Court in the case of Viola A. Elliott vs Joseph O. Elliott

now on file in my office, as the same appears on the records of said Gooding County, State of Idaho, in Book ..... at page .....

In Testimony Whereof, I have set my hand and affixed my official seal this 31st day of December A. D. 19 49

Bert Bowler
Clerk - Ex Officio Auditor and Recorder

By Dorothy Mackinder
Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

Case No. 1149 Inst. No. 11

DISTRICT COURT VALLEY COUNTY, IDAHO

Filed 12-5 19 49 at

Forest E. Robb CLERK

By Shirley Phillips DEPUTY

GENEVIEVE GEORGE,

Plaintiff,

vs.

WILLIAM H. GEORGE,

Defendant.

D E C R E E

The above entitled cause came on to be heard before the Court in Chambers in Weiser, Idaho, on the 5th day of December, 1949, the plaintiff appearing in person and by Robert H. Remaklus, her attorney, and it appearing to the Court that due and legal service of summons and complaint had been made upon the defendant, and the defendant having refused to plead further, and the default of the defendant was duly and regularly entered and the plaintiff introduced testimony in support of her complaint, and the Court having heard the testimony and being fully advised in the premises;

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff, Genevieve George, divorced from the defendant, William H. George, and each of the parties hereto restored to the status of a single person:

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be, and she is hereby, restored her former name of Genevieve Houff.

Done and dated in Chambers in Weiser, Idaho, this 5th day of December, 1949.

A. O. Sutton

District Judge

Recorded in Book 3 of Judgments at page 53.

STATE OF IDAHO,) SS.
County of Valley.)

8275

I, Forest E. Robb, Clerk of the District Court
in and for Valley County, Idaho, DO HERBEY CERTIFY AND DECLARE that I have compared
the foregoing Decree George vs George
with the record of such decree
in my office, which instrument is (filed and indexed) (Recorded) in Book 3 of
Judgments, at page 53, and that the foregoing is a true and correct copy of such
record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 25th
day of January, 19.50.

Forest E. Robb
Clerk of the District Court
Valley County, Idaho
By Shirley Thilligan
Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

Case No. 1157 Inst. No. 9

DISTRICT COURT VALLEY COUNTY, ID

Filed 12-5 19 49 at A

Forest E. Robb

Shirley Phillips

INEZ E. CUMMINS, Plaintiff,

vs

WALTER CUMMINS, Defendant.

D E C R E E

The above entitled cause came on to be heard before the Court in Chambers in Weiser, Idaho, on the 5th day of ~~November~~ December, 1949, the plaintiff appearing in person and by Robert H. Remaklus, her attorney, and it appearing to the Court that due and legal service of summons and complaint had been made upon the defendant, and the defendant having refused to plead further, and the default of the defendant was duly and regularly entered and the plaintiff introduced testimony in support of her complaint, and the Court having heard the testimony and being fully advised in the premises;

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff, Inez E. Cummins, divorced from the defendant, Walter Cummins, and each of the parties hereto restored to the status of a single person:

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be, and she is hereby, restored her maiden name of Inez E. Steele.

Done and dated in Chambers in Weiser, Idaho, this 5th day of ~~November~~ December, 1949.

C. O. Sutton
District Judge

Recorded in Book 3 of Judgments at page 54.

STATE OF IDAHO,) SS.
County of Valley.)

I, Forest E. Robb, Clerk of the District Court in and for Valley County, Idaho, DO HERBEY CERTIFY AND DECLARE that I have compared the foregoing Decree Cummins vs Cummins ..... with the record of such decree in my office, which instrument is (filed and indexed)(Recorded) in Book 3 of Judgments, at page 54, and that the foregoing is a true and correct copy of such record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 25th day of January, 1950.

Forest E. Robb
Clerk of the District Court
Valley County, Idaho
By Shirley Phillips
Deputy

8277

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

Case No. 1150 Inst. No. 9

DISTRICT COURT VALLEY COUNTY, IDAHO

Filed 12-5 1949 at M

Forest E. Robb CLERK

Shirley Phillips DEPUTY

ETHEL D. CHAPMAN,

Plaintiff,

vs

W. E. CHAPMAN,

Defendant.

D E C R E E

The above entitled cause came on to be heard before the Court in Chambers in Weiser, Idaho, on the 5th day of December, 1949, the plaintiff appearing in person and by Robert H. Remaklus, her attorney, and it appearing to the Court that due and legal service of summons and complaint had been made upon the defendant, and the defendant having refused to plead further, and the default of the defendant was duly and regularly entered and the plaintiff introduced testimony in support of her complaint, and the Court having heard the testimony and being fully advised in the premises;

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

That the bonds of matrimony heretofore and now existing between the plaintiff and defendant be, and the same are hereby, dissolved, and the plaintiff, Ethel D. Chapman, divorced from the defendant, W. E. Chapman, and each of the parties hereto restored to the status of a single person:

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be, and she is hereby, restored her former name of Ethel D. Thomason.

Done and dated in Chambers in Weiser, Idaho, this 5th day of December, 1949.

A. O. Sutton

District Judge

Recorded in Book 3 of Judgments at page 53.

STATE OF IDAHO,) SS.
County of Valley.)

I, Forest E. Robb, Clerk of the District Court

in and for Valley County, Idaho, DO HERBEY CERTIFY AND DECLARE that I have compared the foregoing Decree Chapman vs Chapman

with the record of such decree

in my office, which instrument is (filed and indexed)(Recorded) in Book 3 of

Judgments, at page 53, and that the foregoing is a true and correct copy of such record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 25th day of January, 1950.

Forest E. Robb

Clerk of the District Court
Valley County, Idaho

By Shirley Phillips
Deputy

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

State File No. 8278

STATE OF IDAHO

COUNTY OF Bannock

DOCKET NO. _____

HUSBAND

1. Full Name (first) Everett (middle) Early (last) Barker
2. Residence at time of divorce:
   a. State b. County
   c. City (if outside corporate limits, write RURAL) Or Town
3. Residence at time of marriage:
   a. State b. County
   c. City (if outside corporate limits, write RURAL) Or Town
4. Color or Race
5. Age Yrs
6. Number this marriage (1st, 2nd, 3rd, etc)
7. Birthplace (State or foreign country city or town)
8a Usual Occupation
8b Kind of industry or business

WIFE

9. Full Name (first) Doris (middle) Daisy (last) Barker
10. Residence at time of divorce:
    a. State b. County
    c. City (if outside corporate limits, write RURAL) Or Town
11. Residence at time of marriage:
    a. State b. County
    c. City (if outside corporate limits, write RURAL) Or Town
12. Color or Race
13. Age Yrs
14. Number this marriage (1st, 2nd, 3rd, etc)
15. Birthplace (State or foreign country city or town)
16a Usual Occupation
16b Kind of industry or business

17. Place of divorce:
    a. County Bannock b. City Pocatello
    c. Court 5th Dist
18. Place of marriage:
    a. State b. County
    c. City (if outside corporate limits, write RURAL) Or Town
19. Date of marriage: (month) (day) (year)
20. Date of separation: (month) (day) (year)
21. Plaintiff: Husband ☐ Wife ☒
22. Was case contested? Yes ☐ No ☒
23. Date of filing petition: (month) (day) (year)
24. Date of decree or judgment: (month) Dec. (day) 16 (year) 1949
25. Cause or ground for divorce:
26. Absolute divorce or conditions absolute
27. Divorce granted to: Husband ☐ Wife ☒
28. Alimony granted: Yes ☒ No ☐
29. No. children affected by the decree: 3
30. Total number of children by this marriage: 3

Date signed _____ Signature _____ Clerk District Court

Form DPH-49065

Date received by State Registrar _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BEAR LAKE.

DORIS DAISY BARKER,
Plaintiff,
Vs.
EVERETT EARLY BARKER,
Defendant.

D E C R E E.

THIS CAUSE came on regularly to be heard before the court at Chambers, in the city of Pocatello, Bannock County, Idaho, on the 16th day of December, 1949, the plaintiff appearing in person and by her counsel, D. E. Haddock, and the defendant not appearing either in person or by counsel;

And it appearing to the court that the said defendant, Everett Early Barker, has heretofore been regularly served with Summons in this action, and that said defendant failed within the time allowed by law, or at all to Answer or otherwise plead to plaintiff,s complaint filed herein, and it further appearing from the affidavit of the plaintiff filed herein that said defendant is not in the Military or Naval service of the United States within the purview of the Soldiers, and Sailors, Relief Act of 1940, and that the court has heretofore ordered that default judgment be entered against said defendant for his failure thus to appear and Answer or otherwise plead to plaintiff,s complaint filed herein, and that such default has been duly and regularly entered herein according to law.

WHEREUPON, said plaintiff and a witness in her behalf were duly sworn and examined and testified for and on behalf of the plaintiff, from which testimony it appears to the court that all of the material allegations contained in plaintiff,s complaint are sustained by testimony free from all legal objections as to its competency, admissability or sufficiency, and that the said matters so alleged and proved on behalf of the plaintiff are sufficient to entitle her to the relief prayed for in her complaint, and the court being fully advised,

NOW, on motion of D. E. Haddock, attorney for the plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of Matrimony heretofore existing between the plaintiff, Doris Daisy

Barker and the defendant Everett Early Barker, Be, and the same hereby are absolutely dissolved and set aside and each freed from all the obligations thereof, and each restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff, Doris Daisy B arker, be, and she is hereby awarded the permanent custody, care and control of Milton B arker, Tyla Barker and Carolyn Barker, the minor children of plaintiff and defendant, with leave to the defendant to see and visit said children at all reasonable times and places,provided however that the defendant may,provided he has at all times lived up to and abided by all the terms and conditions of this decree, have the care, custody and control of said children during the summer months of June, July and August of each year, he to adequately support and care for s aid children during such period of time and provided further that said children shall not at any time during the time he has the care, custody and control of them be taken from the state of Idaho.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant shall pay to the plaintiff the sum of $45.00 per month for the support and maintenance of the said minor children of plaintiff and defendant such payments to be made on the First day of each and every month hereafter commencing on the first day of January, 1950, such payments however not to be made to plaintiff during the periods the defendant has the care, custody and control of said children.

Done and dated at Pocatello, Idaho, this ____ day of December, 1949.

L. E. Glennon
District Judge.

8281

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

State File No. _____

STATE OF IDAHO

COUNTY OF CARIBOU

DOCKET NO. 824

HUSBAND	WIFE
1. Full Name (first) FERRIS (middle) JAMES (last) GATES	**9. Full Name** (first) VIOLA (middle) MILDRED (last) GATES
2. Residence at time of divorce: a. State IDAHO b. County CARIBOU c. City (if outside corporate limits, write RURAL) Or Town SODA SPRINGS	**10. Residence at time of divorce:** a. State IDAHO b. County CARIBOU c. City (if outside corporate limits, write RURAL) Or Town SODA SPRINGS
3. Residence at time of marriage: a. State IDAHO b. County CARIBOU c. City (if outside corporate limits, write RURAL) Or Town SODA SPRINGS	**11. Residence at time of marriage:** a. State IDAHO b. County CARIBOU c. City (if outside corporate limits, write RURAL) Or Town SODA SPRINGS
4. Color or Race WHITE; **5. Age** 30 Yrs; **6. Number this marriage** (1st, 2nd, 3rd, etc) 1st	**12. Color or Race** WHITE; **13. Age** 23 Yrs; **14. Number this marriage** (1st, 2nd, 3rd, etc)
7. Birthplace (State or foreign country city or town)	**15. Birthplace** (State or foreign country city or town)
8a Usual Occupation Laborer; **8b Kind of industry or business**	**16a Usual Occupation**; **16b Kind of industry or business**
17. Place of divorce: a. County CARIBOU b. City SODA SPRINGS c. Court 5TH JUDICIAL DISTRICT COURT	**18. Place of marriage:** a. State IDAHO b. County CARIBOU c. City (if outside corporate limits, write RURAL) Or Town POCATELLO, IDAHO

19. Date of marriage: (month) AUGUST (day) 8 (year) 1946

20. Date of separation: (month) (day) (year)

21. Plaintiff: Husband ☐ Wife ☒

22. Was case contested? Yes ☐ No ☒

23. Date of filing petition: (month) DEC (day) 22 (year) 1949

24. Date of decree or judgment: (month) DEC (day) 29 (year) 1949

25. Cause or ground for divorce: CRUELTY

26. Absolute divorce or conditions ABSOLUTE

27. Divorce granted to: Husband ☐ Wife ☒

28. Alimony granted: Yes ☐ No ☒

29. No. children affected by the decree: NONE

30. Total number of children by this marriage: NONE

Date signed Dec 29, 1949 Signature Colin Chester

Clerk District Court
FEB 9 1950

Form DPH-49065

Date received by State Registrar _____

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

STATE OF IDAHO

8282
State File No. _____

COUNTY OF Custer

DOCKET NO. 1523

HUSBAND

1. Full Name (first) John (middle) E. (last) Mitchell
2. Residence at time of divorce:
   a. State Idaho b. County
   c. City (if outside corporate limits, write RURAL) Or Town Rupert, Rt. 2
3. Residence at time of marriage:
   a. State b. County
   c. City (if outside corporate limits, write RURAL) Or Town
4. Color or Race
5. Age Yrs
6. Number this marriage (1st, 2nd, 3rd, etc)
7. Birthplace (State or foreign country city or town)
8a Usual Occupation
8b Kind of industry or business

WIFE

9. Full Name (first) Bertha (middle) (last) Mitchell
10. Residence at time of divorce:
    a. State Idaho b. County Custer
    c. City (if outside corporate limits, write RURAL) Or Town Mackay
11. Residence at time of marriage:
    a. State b. County
    c. City (if outside corporate limits, write RURAL) Or Town
12. Color or Race
13. Age Yrs
14. Number this marriage (1st, 2nd, 3rd, etc)
15. Birthplace (State or foreign country city or town)
16a Usual Occupation
16b Kind of industry or business

17. Place of divorce:
    a. County Custer b. City Challis
    c. Court Sixth Judicial
18. Place of marriage:
    a. State Idaho b. County Twin Falls
    c. City (if outside corporate limits, write RURAL) Or Town Murtaugh

19. Date of marriage: (month) June (day) 26 (year) 1938
20. Date of separation: (month) March (day) 10 (year) 1948
21. Plaintiff: Husband ☐ Wife ☒
22. Was case contested? Yes ☐ No ☒
23. Date of filing petition: (month) June (day) 25 (year) 1949
24. Date of decree or judgment: (month) August (day) 19 (year) 1949
25. Cause or ground for divorce: Desertion
26. Absolute divorce or conditions: Absolute
27. Divorce granted to: Husband ☐ Wife ☒
28. Alimony granted: Yes ☒ No ☐
29. No. children affected by the decree: Two
30. Total number of children by this marriage: Two

Date signed Dec. 21 Signature John Boyd Clerk District Court
By Howard Baxter, Deputy

Form DPH-49065

Date received by State Registrar _____

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

STATE OF IDAHO

State File No. 8283

COUNTY OF Custer

DOCKET NO. 1524

HUSBAND

1. **Full Name** (first) Horace (middle) S, (last) Gesas
2. **Residence at time of divorce:**
   a. State
   b. County
   c. City (if outside corporate limits, write RURAL) Or Town
3. **Residence at time of marriage:**
   a. State
   b. County
   c. City (if outside corporate limits, write RURAL) Or Town
4. **Color or Race**
5. **Age** Yrs
6. **Number this marriage** (1st, 2nd, 3rd, etc)
7. **Birthplace** (State or foreign country city or town)
8a. **Usual Occupation**
8b. **Kind of industry or business**

WIFE

9. **Full Name** (first) Elizabeth (middle) D, (last) Gesas
10. **Residence at time of divorce:**
    a. State Idaho
    b. County Bonneville
    c. City (if outside corporate limits, write RURAL) Or Town
11. **Residence at time of marriage:**
    a. State
    b. County
    c. City (if outside corporate limits, write RURAL) Or Town
12. **Color or Race**
13. **Age** Yrs
14. **Number this marriage** (1st, 2nd, 3rd, etc)
15. **Birthplace** (State or foreign country city or town)
16a. **Usual Occupation**
16b. **Kind of industry or business**

17. **Place of divorce:**
    a. County Custer
    b. City Challis
    c. Court Sixth Judicial
18. **Place of marriage:**
    a. State Idaho
    b. County Twin Falls
    c. City (if outside corporate limits, write RURAL) Or Town Twin Falls
19. **Date of marriage:** (month) January (day) 11 (year) 1940
20. **Date of separation:** (month) (day) (year)
21. **Plaintiff:** Husband ☐ Wife ☒
22. **Was case contested?** Yes ☐ No ☒
23. **Date of filing petition:** (month) (day) (year)
24. **Date of decree or judgment:** (month) Sept. (day) 20 (year) 1949
25. **Cause or ground for divorce:** mental cruelty
26. **Absolute divorce or conditions** Absolute
27. **Divorce granted to:** Husband ☐ Wife ☒
28. **Alimony granted:** Yes ☒ No ☐
29. **No. children affected by the decree:** Two
30. **Total number of children by this marriage:** Two

Date signed Dec. 21, 1949 Signature John Boyd
By Ethel Baxter, Deputy
Clerk District Court

Form DPH-49065

Date received by State Registrar

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

State File No. 8284

STATE OF IDAHO

COUNTY OF Custer

DOCKET NO. 1526

HUSBAND	WIFE
1. Full Name (first) (middle) (last): Stanley Tappan	9. Full Name (first) (middle) (last): Loretta Tappan
2. Residence at time of divorce: a. State: Idaho b. County: Custer c. City (if outside corporate limits, write RURAL) Or Town: Challis	10. Residence at time of divorce: a. State: Idaho b. County: Custer c. City (if outside corporate limits, write RURAL) Or Town:
3. Residence at time of marriage: a. State b. County c. City (if outside corporate limits, write RURAL) Or Town:	11. Residence at time of marriage: a. State b. County c. City (if outside corporate limits, write RURAL) Or Town:
4. Color or Race:	5. Age: Yrs	6. Number this marriage (1st, 2nd, 3rd, etc):	12. Color or Race:	13. Age: Yrs	14. Number this marriage (1st, 2nd, 3rd, etc):
7. Birthplace (State or foreign country city or town):	15. Birthplace (State or foreign country city or town):
8a Usual Occupation:	8b Kind of industry or business:	16a Usual Occupation:	16b Kind of industry or business:
17. Place of divorce: a. County: Custer b. City: Challis c. Court: Sixth Judicial	18. Place of marriage: a. State: Idaho b. County: Custer c. City (if outside corporate limits, write RURAL) Or Town: Challis

19. Date of marriage: (month) Oct. (day) 6 (year) 1947	20. Date of separation: (month) Sept. (day) 21 (year) 1948	21. Plaintiff: Husband ☐ Wife ☒	22. Was case contested? Yes ☐ No ☒
23. Date of filing petition: (month) August (day) 26 (year) 1949	24. Date of decree or judgment: (month) Sept. (day) 20 (year) 1949	25. Cause or ground for divorce: Mental Cruelty	
26. Absolute divorce or conditions: Absolute	27. Divorce granted to: Husband ☐ Wife ☒	28. Alimony granted: Yes ☒ No ☐	29. No. children affected by the decree: one
30. Total number of children by this marriage: one			

Date signed 12-22-49 Signature John Boyd Clerk District Court
By Howard Baxter, Deputy

Form DPH-49065

Date received by State Registrar

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

STATE OF IDAHO

8285
State File No. _____

COUNTY OF Custer

DOCKET NO. 1527

HUSBAND

1. **Full Name** (first) Clyde (middle) C (last) Johnston
2. **Residence at time of divorce:**
   a. State: Idaho b. County: Custer
   c. City (if outside corporate limits, write RURAL) Or Town: Loon Creek Ranger Station
3. **Residence at time of marriage:**
   a. State: b. County:
   c. City (if outside corporate limits, write RURAL) Or Town:
4. **Color or Race:**
5. **Age:** Yrs
6. **Number this marriage** (1st, 2nd, 3rd, etc)
7. **Birthplace** (State or foreign country city or town)
8a. **Usual Occupation:**
8b. **Kind of industry or business:**

WIFE

9. **Full Name** (first) Janett (middle) (last) Johnston
10. **Residence at time of divorce:**
    a. State: Idaho b. County: Custer
    c. City (if outside corporate limits, write RURAL) Or Town:
11. **Residence at time of marriage:**
    a. State: b. County:
    c. City (if outside corporate limits, write RURAL) Or Town:
12. **Color or Race:**
13. **Age:** Yrs
14. **Number this marriage** (1st, 2nd, 3rd, etc)
15. **Birthplace** (State or foreign country city or town)
16a. **Usual Occupation:**
16b. **Kind of industry or business:**

17. **Place of divorce:**
    a. County: Custer b. City: Challis
    c. Court: Sixth Judicial
18. **Place of marriage:**
    a. State: Wyoming b. County: Lincoln
    c. City (if outside corporate limits, write RURAL) Or Town: Jackson
19. **Date of marriage:** (month) Aug. (day) 9 (year) 1917
20. **Date of separation:** (month) Sept. (day) 1 (year) 1948
21. **Plaintiff:** Husband ☐ Wife ☒
22. **Was case contested?** Yes ☐ No ☒
23. **Date of filing petition:** (month) Aug. (day) 16 (year) 1949
24. **Date of decree or judgment:** (month) Oct. (day) 20 (year) 1949
25. **Cause or ground for divorce:** Mental Cruelty & Wilful neglect
26. **Absolute divorce or conditions:** Absolute
27. **Divorce granted to:** Husband ☐ Wife ☒
28. **Alimony granted:** Yes ☒ No ☐
29. **No. children affected by the decree:** One
30. **Total number of children by this marriage:** Four

Date signed 12-22-49 Signature John Boyd
By Howard Baxter, Deputy
Clerk District Court

Form DPH-49065

Date received by State Registrar _____

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

STATE OF IDAHO

8286
State File No. _____

COUNTY OF Custer

DOCKET NO. 1532

HUSBAND

1. Full Name (first) Leo (middle) J. (last) Barbour
2. Residence at time of divorce:
   a. State _____ b. County _____
   c. City (if outside corporate limits, write RURAL) Or Town _____
3. Residence at time of marriage:
   a. State _____ b. County _____
   c. City (if outside corporate limits, write RURAL) Or Town _____
4. Color or Race _____ 5. Age _____ Yrs 6. Number this marriage (1st, 2nd, 3rd, etc) _____
7. Birthplace (State or foreign country city or town) _____
8a Usual Occupation _____ 8b Kind of industry or business _____

WIFE

9. Full Name (first) Josephine (middle) Helen (last) Barbour
10. Residence at time of divorce:
    a. State Idaho b. County Custer
    c. City (if outside corporate limits, write RURAL) Or Town _____
11. Residence at time of marriage:
    a. State _____ b. County _____
    c. City (if outside corporate limits, write RURAL) Or Town _____
12. Color or Race _____ 13. Age _____ Yrs 14. Number this marriage (1st, 2nd, 3rd, etc) _____
15. Birthplace (State or foreign country city or town) _____
16a Usual Occupation _____ 16b Kind of industry or business _____

17. Place of divorce:
    a. County Custer b. City Challis
    c. Court Sixth Judicial
18. Place of marriage:
    a. State Idaho b. County Twin Falls
    c. City (if outside corporate limits, write RURAL) Or Town Twin Falls
19. Date of marriage: (month) Sept. (day) 1 (year) 1942
20. Date of separation: (month) _____ (day) _____ (year) _____
21. Plaintiff: Husband ☐ Wife ☒
22. Was case contested? Yes ☐ No ☒
23. Date of filing petition: (month) Oct. (day) 18 (year) 1949
24. Date of decree or judgment: (month) Nov. (day) 25 (year) 1949
25. Cause or ground for divorce: Mental Cruelty
26. Absolute divorce or conditions: Absolute
27. Divorce granted to: Husband ☐ Wife ☒
28. Alimony granted: Yes ☐ No ☒
29. No. children affected by the decree: None
30. Total number of children by this marriage: None

Date signed 12-22-49 Signature John Boyd
By Howard Baxter, Deputy
Clerk District Court

Form DPH-49065

Date received by State Registrar _____

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

STATE OF IDAHO

8287
State File No. _____

COUNTY OF Custer

DOCKET NO. 1510

HUSBAND

1. Full Name (first) Opal (middle) (last) Richardson
2. Residence at time of divorce:
   a. State: Idaho b. County: Twin Falls
   c. City (if outside corporate limits, write RURAL) Or Town:
3. Residence at time of marriage:
   a. State b. County
   c. City (if outside corporate limits, write RURAL) Or Town:
4. Color or Race:
5. Age: Yrs
6. Number this marriage (1st, 2nd, 3rd, etc):
7. Birthplace (State or foreign country city or town):
8a Usual Occupation:
8b Kind of industry or business:

WIFE

9. Full Name (first) Lillian (middle) (last) Richardson
10. Residence at time of divorce:
    a. State: Washington b. County: Walla Walla
    c. City (if outside corporate limits, write RURAL) Or Town:
11. Residence at time of marriage:
    a. State b. County
    c. City (if outside corporate limits, write RURAL) Or Town:
12. Color or Race:
13. Age: Yrs
14. Number this marriage (1st, 2nd, 3rd, etc):
15. Birthplace (State or foreign country city or town):
16a Usual Occupation:
16b Kind of industry or business:

17. Place of divorce:
    a. County: Bingham b. City: Blackfoot
    c. Court: Sixth Judicial District, County of Custer
18. Place of marriage:
    a. State b. County
    c. City (if outside corporate limits, write RURAL) Or Town:
19. Date of marriage: (month) (day) (year) 1937
20. Date of separation: (month) (day) (year)
21. Plaintiff: Husband [X] Wife [ ]
22. Was case contested? Yes [ ] No [X]
23. Date of filing petition: (month) Dec. (day) 13 (year) 1948
24. Date of decree or judgment: (month) Jan. (day) 3 (year) 1949
25. Cause or ground for divorce: Separated 5 yrs.
26. Absolute divorce or conditions: Absolute
27. Divorce granted to: Husband [✓] Wife [ ]
28. Alimony granted: Yes [ ] No [✓]
29. No. children affected by the decree: None
30. Total number of children by this marriage: None

Date signed Dec. 20, 1949 Signature John Boyd
By Howard Baxter, Deputy
Clerk District Court

Form DPH-49065

Date received by State Registrar _____

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

State File No. 8288

STATE OF IDAHO

COUNTY OF Jefferson

DOCKET NO. _____

HUSBAND

1. Full Name (first) Ernest (middle) J. (last) Barnes
2. Residence at time of divorce:
   a. State _____ b. County _____
   c. City (if outside corporate limits, write RURAL) Or Town _____
3. Residence at time of marriage:
   a. State _____ b. County _____
   c. City (if outside corporate limits, write RURAL) Or Town _____
4. Color or Race _____
5. Age _____ Yrs
6. Number this marriage (1st, 2nd, 3rd, etc) _____
7. Birthplace (State or foreign country city or town) _____
8a Usual Occupation _____
8b Kind of industry or business _____

WIFE

9. Full Name (first) Donna (middle) Jean (last) Barnes
10. Residence at time of divorce:
    a. State Idaho b. County Jefferson
    c. City (if outside corporate limits, write RURAL) Or Town _____
11. Residence at time of marriage:
    a. State _____ b. County _____
    c. City (if outside corporate limits, write RURAL) Or Town _____
12. Color or Race _____
13. Age _____ Yrs
14. Number this marriage (1st, 2nd, 3rd, etc) _____
15. Birthplace (State or foreign country city or town) _____
16a Usual Occupation _____
16b Kind of industry or business _____

17. Place of divorce:
    a. County Jefferson b. City Rigby
    c. Court 9th Dist.
18. Place of marriage:
    a. State _____ b. County _____
    c. City (if outside corporate limits, write RURAL) Or Town _____
19. Date of marriage: (month) (day) (year) _____
20. Date of separation: (month) (day) (year) _____
21. Plaintiff: Husband [X] Wife [ ]
22. Was case contested? Yes [ ] No [ ]
23. Date of filing petition: (month) Dec. (day) 16 (year) 49
24. Date of decree or judgment: (month) December (day) 16 (year) 1949
25. Cause or ground for divorce: _____
26. Absolute divorce or conditions: absolute
27. Divorce granted to: Husband [X] Wife [ ]
28. Alimony granted: Yes [ ] No [ ]
29. No. children affected by the decree: _____
30. Total number of children by this marriage: _____

Date signed _____ Signature _____ Clerk District Court

Form DPH-49065

Date received by State Registrar _____

8288

STATE OF IDAHO, }
County of Jefferson, } ss.

I HEREBY CERTIFY That the within is a full, true and correct copy of the

"DECREE OF DIVORCE", in the matter of the case of

ERNEST J. BARNES, Plaintiff

-vs-

DONNA JEAN BARNES, Defendant

as appears of record in my office, in Book 143 of JUDGMENTS on Page 153

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Rigby, Idaho,

this 24th day of January, 19 50.

By: Hetta C. Kelley Deputy.

Eileen Madsen
Clerk and Ex-Officio Recorder.

8288

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEFFERSON

ERNEST J. BARNES Plaintiff vs DONNA JEAN BARNES Defendant	DECREE OF DIVORCE

This cause coming on regularly to be heard this 16th day of December, 1949 upon the complaint herein taken as confessed by the defendant and the proofs taken herein before this Court in which it appears that all of the material allegations of the complaint are sustained by testimony free and clear of all legal exceptions as to its competency, admissibility, and sufficiency; that said matter so alleged and proved are sufficient in law to entitle the plaintiff to the relief prayed for in his complaint; that the plaintiff was a resident of Jefferson County, Idaho at the time of commencing of suit and was a resident of said Jefferson County, State of Idaho for more than six full weeks immediately prior thereto and on motion of Theron E. Roberts, counsel for the plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED, That by virtue of the power and authority therein vested and in pursuance of the statutes in such cases made and provided, does order, adjudge, and decree that the marriage between the said plaintiff, Ernest J. Barnes, and the said defendant, Donna Jean Barnes, be dissolved and the same is hereby dissolved accordingly and the said parties are, and each of them is, free and absolutely released from the bonds of matrimony and all obligations thereof.

Dated this 16th day of December, 1949

/s/ Henry S. Martin
District Judge

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

State File No. 8289

STATE OF IDAHO

COUNTY OF Bonneville

DOCKET NO. _____

HUSBAND

1. Full Name (first) George (middle) H. (last) Clark
2. Residence at time of divorce:
   a. State Idaho b. County Jefferson
   c. City (if outside corporate limits, write RURAL) Or Town
3. Residence at time of marriage:
   a. State b. County
   c. City (if outside corporate limits, write RURAL) Or Town
4. Color or Race
5. Age Yrs
6. Number this marriage (1st, 2nd, 3rd, etc)
7. Birthplace (State or foreign country city or town)
8a Usual Occupation
8b Kind of industry or business

WIFE

9. Full Name (first) Dora (middle) Dean (last) Stewart Clark
10. Residence at time of divorce:
    a. State b. County
    c. City (if outside corporate limits, write RURAL) Or Town
11. Residence at time of marriage:
    a. State b. County
    c. City (if outside corporate limits, write RURAL) Or Town
12. Color or Race
13. Age Yrs
14. Number this marriage (1st, 2nd, 3rd, etc)
15. Birthplace (State or foreign country city or town)
16a Usual Occupation
16b Kind of industry or business

17. Place of divorce:
    a. County Bonneville b. City Idaho Falls
    c. Court 9th Dist.
18. Place of marriage:
    a. State b. County
    c. City (if outside corporate limits, write RURAL) Or Town

19. Date of marriage: (month) (day) (year)
20. Date of separation: (month) (day) (year)
21. Plaintiff: Husband [X] Wife [ ]
22. Was case contested? Yes [ ] No [X]
23. Date of filing petition: (month) (day) (year)
24. Date of decree or judgment: (month) Dec. (day) 24 (year) 1949
25. Cause or ground for divorce:
26. Absolute divorce or conditions: Absolute
27. Divorce granted to: Husband [X] Wife [ ]
28. Alimony granted: Yes [ ] No [ ]
29. No. children affected by the decree:
30. Total number of children by this marriage:

Date signed _____ Signature _____ Clerk District Court

Form DPH-49065

Date received by State Registrar _____

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEFFERSON

GEORGE H. CLARK Plaintiff -vs- DORA DEAN STEWART CLARK Defendant	DECREE OF DIVORCE

This cause coming on regularly to be heard this 24th day of December, 1949, at Chambers of said Court, at Idaho Falls, Bonneville County, Idaho, before the Honorable Henry S. Martin, Judge of said Court, the plaintiff appearing by T. Harold Lee, attorney, and the defendant not appearing either in person or by counsel, the said matter was finally heard and submitted to the Court, upon the plaintiff's verified Complaint, and the evidence submitted on behalf of the plaintiff by the following witnesses: George H. Clark and T. Harold Lee ; from which it appears that all of the material allegations of the complaint are sustained by the testimony, free from all legal exceptions as to its competency, admissibility and sufficiency; that said matters so alleged and proved are sufficient in law to entitle the plaintiff to the releif prayed for in his complaint; that the plaintiff was a resident of the County of Jefferson, State of Idaho, at the time the suit was commenced and filed, and for a period of more than six full weeks immediately prior thereto; and the default of the defendant having heretofore been entered on motion of T. Harold Lee, counsel for the plaintiff,

IT IS ORDERED, ADJUDGED, AND DECREED, and this Court by virtue of the power and authority therein vested and in pursuance of the statutes in such cases made and provided, does order, adjudge and decree that the marriage between the plaintiff, George H. Clark, and the defendant, Dora Dean Stewart Clark, be dissolved.

and the same is hereby dissolved accordingly, and the said parties are and each of them is freed and absolutely released from the bonds of matrimony and all the obligations thereof.

/ / Henry S. Martin
JUDGE OF THE DISTRICT COURT OF THE
NINTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO

STATE OF IDAHO, }
County of Jefferson, } ss.

I HEREBY CERTIFY That the within is a full, true and correct copy of the

"DECREE OF DIVORCE", in the matter of the case of

GEORGE H. CLARK, Plaintiff

-vs-

DORA DEAN STEWART CLARK, Defendant

Judgments

as appears of record in my office, in Book 143 of / on Page 155.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Rigby, Idaho, this 24th day of January, 19 50.

By: Hettie A. Kelly Deputy.

Eileen Madsen
Clerk and Ex-Officio Recorder.

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

State File No. 8290

STATE OF IDAHO

COUNTY OF Lewis

DOCKET NO. _____

HUSBAND

1. Full Name (first) George (middle) (last) Lyons
2. Residence at time of divorce:
   a. State Idaho b. County Lewis
   c. City (if outside corporate limits, write RURAL) Or Town Nez Perce
3. Residence at time of marriage:
   a. State b. County
   c. City (if outside corporate limits, write RURAL) Or Town
4. Color or Race
5. Age Yrs
6. Number this marriage (1st, 2nd, 3rd, etc)
7. Birthplace (State or foreign country city or town)
8a Usual Occupation
8b Kind of industry or business

WIFE

9. Full Name (first) Florence (middle) (last) Lyons
10. Residence at time of divorce:
    a. State b. County
    c. City (if outside corporate limits, write RURAL) Or Town
11. Residence at time of marriage:
    a. State b. County
    c. City (if outside corporate limits, write RURAL) Or Town
12. Color or Race
13. Age Yrs
14. Number this marriage (1st, 2nd, 3rd, etc)
15. Birthplace (State or foreign country city or town)
16a Usual Occupation
16b Kind of industry or business

17. Place of divorce:
    a. County Lewis b. City
    c. Court 10th Dist.
18. Place of marriage:
    a. State b. County
    c. City (if outside corporate limits, write RURAL) Or Town

19. Date of marriage: (month) (day) (year)
20. Date of separation: (month) (day) (year)
21. Plaintiff: Husband ☐ Wife ☒
22. Was case contested? Yes ☐ No ☒
23. Date of filing petition: (month) Dec. (day) 20 (year) 1949
24. Date of decree or judgment: (month) Dec. (day) 19 (year) 1949
25. Cause or ground for divorce:
26. Absolute divorce or conditions: Absolute
27. Divorce granted to: Husband ☐ Wife ☒
28. Alimony granted: Yes ☒ No ☐
29. No. children affected by the decree: 1
30. Total number of children by this marriage:

Date signed _____ Signature _____ Clerk District Court

Form DPH-49065

Date received by State Registrar _____

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEWIS

FLORENCE LYONS,	:	
Plaintiff,	:	
— vs —	:	DECREE
GEORGE LYONS,	:	
Defendant.	:	

NO. 1468

FILED

AT 10 O'CLOCK A M.

DEC 20 1949

W. P. Emerson

Clerk of the District Court

By _____ DEPUTY

4 Page 182 Minute Book L Page 283

The above entitled cause came on duly and regularly for trial in open court without a jury on the 19th day of December, 1949, before the Honorable Leo McCarty, Judge of the above entitled court. The plaintiff appeared in person and by her attorney John R. Kemper, and no person or persons appeared before or on behalf of the defendant, George Lyons. It appeared to the court that the defendant, George Lyons, was duly, regularly and personally served with process of Summons and Complaint in the Village of Nezperce, Lewis County, State of Idaho on the 18th. day of October, 1949, and that said defendant has failed to demur, answer or otherwise plead within the time provided by law. That the said defendant having been in default and his default having been duly and regularly entered herein, and it appearing to the court upon reading and filing the affidavit of Florence Lyons, the plaintiff in the above entitled action, which said affidavit was filed in pursuance to the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940, that the defendant, George Lyons, is not now in the military service of the United States of America, in accordance with the terms of said act; and that this cause having been duly and regularly set for trial and the evidence being fully submitted, and the cause having been fully submitted to the court, and the court having duly considered the same and being fully advised in the premises,

NOW, THEREFORE, based therein,

IT IS HEREBY ORDERED, ADJUDGED, DECREED, as follows:

(a) That the marriage of the plaintiff, Florence Lyons, and the defendant, George Lyons, be and the same is hereby dissolved and the plaintiff, Florence Lyons, is hereby granted and absolute decree of divorce from the defendant, George Lyons, and each of the parties are at the entry of this decree restored to the status of a single person.

(b) That the absolute care, custody and control of the minor child of the parties, to-wit: Betty Lucile Lyons be and the same is hereby awared to the plaintiff, Florence Lyons, with the privilege hereby granted to the defendant, of visiting the child at all reasonable times and places.

(c) That until further order of this court the defendant shall pay to the plaintiff, Florence Lyons, the sum of $35.00 per month for the support, maintenance and education of the minor child of the parties hereinabove named. Said payments to be made on or before the first day of each and every month, beginning with the month of January, 1950, and continue until said child shall have arrived at the age of majority, or until further order of this court.

Dated and signed this 19th. day of December, 1949.

(s) Leo McCarty
District Judge

STATE OF IDAHO)
: SS.
County of Lewis)

I, hereby certify the above and foregoing is an exact copy of the oringinal now on file in my office, together will all endorsements thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 20th day of Ec. 1949

W. R. Emerson, Clerk Dist. Court.

X

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

State File No. 8291

STATE OF IDAHO

COUNTY OF Minidoka

DOCKET NO. _____

HUSBAND

1. Full Name (first) William (middle) D. (last) Homer
2. Residence at time of divorce:
   a. State _____ b. County _____
   c. City (if outside corporate limits, write RURAL) Or Town _____
3. Residence at time of marriage:
   a. State _____ b. County _____
   c. City (if outside corporate limits, write RURAL) Or Town _____
4. Color or Race _____
5. Age _____ Yrs
6. Number this marriage (1st, 2nd, 3rd, etc) _____
7. Birthplace (State or foreign country city or town) _____
8a Usual Occupation _____
8b Kind of industry or business _____

WIFE

9. Full Name (first) Jean (middle) K. (last) Homer
10. Residence at time of divorce:
    a. State _____ b. County _____
    c. City (if outside corporate limits, write RURAL) Or Town _____
11. Residence at time of marriage:
    a. State _____ b. County _____
    c. City (if outside corporate limits, write RURAL) Or Town _____
12. Color or Race _____
13. Age _____ Yrs
14. Number this marriage (1st, 2nd, 3rd, etc) _____
15. Birthplace (State or foreign country city or town) _____
16a Usual Occupation _____
16b Kind of industry or business _____

17. Place of divorce:
    a. County Minidoka b. City Rupert
    c. Court 11th Dist
18. Place of marriage:
    a. State _____ b. County _____
    c. City (if outside corporate limits, write RURAL) Or Town _____
19. Date of marriage: (month) (day) (year) _____
20. Date of separation: (month) (day) (year) _____
21. Plaintiff: Husband ☐ Wife ☒
22. Was case contested? Yes ☐ No ☒
23. Date of filing petition: (month) (day) (year) _____
24. Date of decree or judgment: (month) Dec (day) 17 (year) 1949
25. Cause or ground for divorce: _____
26. Absolute divorce or conditions Absolute
27. Divorce granted to: Husband ☐ Wife ☒
28. Alimony granted: Yes ☐ No ☐
29. No. children affected by the decree: _____
30. Total number of children by this marriage: _____

Date signed _____ Signature _____ Clerk District Court

Form DPH-49065

Date received by State Registrar _____

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MINIDOKA COUNTY

-o-

JEAN K. HOMER,

Plaintiff,

vs.

WILLIAM D. HOMER,

Defendant.

DECREE OF DIVORCE

-o-

This cause came on regularly to be heard on the 17th day of December, 1949 before the Honorable Vales C. Dowse, one of the Judges of the above-entitled court, in chambers, in Rupert, in the County of Minidoka, State of Idaho, upon the complaint of the plaintiff filed herein, and the plaintiff appearing in person and by Lawrence H. Duffin, her attorney, and the defendant not appearing and no one appearing for him. Thereupon it appeared in the Court that the said defendant was duly served with process herein, and that no appearance, answer, or demurrer had been made or filed herein by, or on behalf of, the defendant; that the default of the defendant having been duly entered in the manner provided by law by the Clerk of this Court. Thereupon witnesses on behalf of the plaintiff were sworn and examined and the plaintiff rested, and it further appearing to the Court that the parties herein had made and executed a property settlement disposing of all community property and settling, adjusting and compromising of all property questions, title, rights and interests of the said parties and it further appearing that the said property settlement was freely and voluntarily entered into by both parties thereto and that both parties were fully informed and advised as to their legal rights and obligations before such property settlement was made and it further appearing that the said property settlement was, and is, a fair and equitable settlement of property rights of the parties herein and the Court being fully advised to the premises, Findings of Fact and Conclusions of Law being waived as a matter of law by the defaulting defendant, and being expressly waived by the plaintiff, orders that judgment be entered for the plaintiff in accordance with the said property settlement.

NOW, THEREFORE, By reasons of law and Findings afore - said, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the bonds of Matrimony heretofore and now existing between plaintiff, Jean K. Homer, and Defendant, William D. Homer, be, and the same are hereby, dissolved, cancelled set aside, and held for naught, and the said plaintiff, Jean K. Homer, be, and she is hereby, forever divorced from the said defendant, William D. Homer, and the plaintiff and the defendant are hereby restored to the status of Single Persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the agreement so made and entered between the parties hereto for the settlement, adjustment and division of their property and property rights and interests, a copy of which is attached to plaintiff's complaint on file herein, be and

the same is hereby in all respects approved, ratified and adopted as a fair, just, reasonable and equitable settlement and division of the property rights and interests of the parties hereto and by the way of enforcing and based upon said agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That any property that is acquired by either of the parties hereto, after the date of the execution of this decree, shall be the sole and separate property of the party acquiring the same, free and clear from any and all claims, demands or pretensions of the other party, and in the event that it shall become necessary for either party to procure the signature of the other to any instruments or documents to carry into effect any and all of the terms, conditions and provisions of this decree, the party whose signature is required will sign such instruments or documents that shall be or become necessary to be signed, in order to carry out all of the terms and conditions and provisions of this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the said defendant pay the community debts and obligations of the parties hereto and at all times and in all respects save and hold the plaintiff and the property decreed to her harmless therefrom.

Dated at Rupert, Minidoka County, Idaho this 17th day of December, 1949.

Wales S. Lowe
District Judge

STATE OF IDAHO)
) SS.
County of Minidoka)

I, Worth S. Elton, Clerk of the District Court of the Eleventh Judicial District of the State of Idaho in and for Minidoka County do hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered in said court on the 17th day of December, 1949, in the case wherein Jean K. Homer was plaintiff and William D. Homer was defendant and that the original of the said decree is now on file and of record in my office in the City of Rupert, Minidoka County, Idaho.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said court this 17th day of December, 1949.

Worth S. Elton
Clerk of the District Court
of the Eleventh Judicial
District of the State of Idaho,
in and for Minidoka County.

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

State File No. 8292

STATE OF IDAHO

COUNTY OF Minidoka

DOCKET NO. _____

HUSBAND	WIFE
1. Full Name (first) Andrew (middle) L. (last) Russell	9. Full Name (first) Helen (middle) Johnston (last) Russell
2. Residence at time of divorce: a. State b. County	10. Residence at time of divorce: a. State b. County
c. City (if outside corporate limits, write RURAL) Or Town	c. City (if outside corporate limits, write RURAL) Or Town
3. Residence at time of marriage: a. State b. County	11. Residence at time of marriage: a. State b. County
c. City (if outside corporate limits, write RURAL) Or Town	c. City (if outside corporate limits, write RURAL) Or Town
4. Color or Race	5. Age Yrs	6. Number this marriage (1st, 2nd, 3rd, etc)	12. Color or Race	13. Age Yrs	14. Number this marriage (1st, 2nd, 3rd, etc)
7. Birthplace (State or foreign country city or town)	15. Birthplace (State or foreign country city or town)
8a Usual Occupation	8b Kind of industry or business	16a Usual Occupation	16b Kind of industry or business
17. Place of divorce: a. County Minidoka b. City Rupert c. Court 11th Dist.	18. Place of marriage: a. State b. County c. City (if outside corporate limits, write RURAL) Or Town

19. Date of marriage: (month) (day) (year)	20. Date of separation: (month) (day) (year)	21. Plaintiff: Husband [X] Wife [ ]	22. Was case contested? Yes [ ] No [X]

23. Date of filing petition: (month) (day) (year)	24. Date of decree or judgment: (month) (day) (year) Dec. 24 1949	25. Cause or ground for divorce:

26. Absolute divorce or conditions Absolute	27. Divorce granted to: Husband [X] Wife [ ]	28. Alimony granted: Yes [X] No [ ]	29. No. children affected by the decree: 1

30. Total number of children by this marriage: _____

Date signed _____ Signature _____ Clerk District Court

Form DPH-49065

Date received by State Registrar _____

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR MINIDOKA COUNTY

-O-

ANDREW S. RUSSELL, Plaintiff, vs. HELEN JOHNSTON RUSSELL, Defendant.	DECREE OF DIVORCE

-O-

The above entitled cause came on regularly for hearing at the request of the plaintiff in open court at Rupert, Minidoka County, Idaho on this 17th day of December, 1949, before the Honorable H. A. Baker, Judge of said Court. The plaintiff appeared in person and the defendant did not appear either in person or by counsel. It appeared to the Court that the defendant had been duly and regularly served with Summons and Complaint upon her and had expressly waived the time allowed by law for appearance in said action, had refused to appear in said action except as stipulated by the said defendant through her attorneys, and that the Clerk of said Court upon the filing of said stipulation had regularly entered the default of the defendant.

Witnesses on the part and behalf of the plaintiff were sworn and examined and certain evidence was offered and plaintiff rested and the cause was submitted to the Judge for consideration and decision and it appearing to the Judge that the allegations contained in plaintiff's complaint, as modified by the stipulation of the parties hereto, are true and are sustained by evidence free from all objections as to its competency, relevancy and admissibility and that the plaintiff is entitled to a decree of divorce from the defendant and to decree awarding to her the care, custody and control of the minor child of the parties hereto hereinafter named, findings of fact and conclusions of law being waived by the plaintiff, expressly, and by the defendant by stipulation,

NOW, THEREFORE, by reason of the law and the premises aforesaid:

IT IS ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between the plaintiff, Andrew S. Russell, and the defendant, Helen Johnston Russell, be and the same are hereby dissolved, and that each party hereto be and each of them is hereby released from all objections thereof, and that the care, custody and control of John Michael Russell, a son, born on the ____ day of July, 1948, be and the same is hereby given and awarded to the plaintiff, subject to a right on the part of the defendant to visit said child at reasonable times, intervals and periods, so long as the plaintiff shall not be in default in the payment of the allowance provided by the Court to be paid for the support and maintenance of said child, it being further ordered, adjudged and decreed that

the plaintiff shall pay to the defendant, as and for the support and maintenance of said child, the sum of Fifty Dollars ($50.00) per month, the first payment to be made on or before October 25, 1949, and a like payment on the 25th day of each month until said child reaches the age of majority, or until the further order of the Court in the premises.

Dated in open court at Rupert, Minidoka County, Idaho this _____ day of December, 1949.

Hugh A. Baker
District Judge

STATE OF IDAHO)
) ss.
County of Minidoka)

I, Worth S. Elton, Clerk of the District Court of the Eleventh Judicial District of the State of Idaho in and for Minidoka County do hereby certify that the foregoing is a full, true and correct copy of the original decree of divorce made and entered in said court on the ____ day of December, 1949, in the case wherein Andrew S. Russell was the plaintiff and Helen Johnston Russell was defendant and that the original of the said decree is now on file and of record in my office in the City of Rupert, Minidoka County, Idaho

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said court this 14 day of December, 1949.

Worth S. Elton
Clerk of the District Court
of the Eleventh Judicial
District of the State of Idaho,
in and for Minidoka County.

X

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

State File No. 8293

STATE OF IDAHO

COUNTY OF Nez Perce

DOCKET NO. _____

HUSBAND	WIFE
1. Full Name (first) Ora (middle) W. (last) Tomkinson	9. Full Name (first) Juanita (middle) M. (last) Tomkinson
2. Residence at time of divorce: a. State b. County	10. Residence at time of divorce: a. State Idaho b. County Latah
c. City (if outside corporate limits, write RURAL) Or Town	c. City (if outside corporate limits, write RURAL) Or Town Juliaetta
3. Residence at time of marriage: a. State b. County	11. Residence at time of marriage: a. State b. County
c. City (if outside corporate limits, write RURAL) Or Town	c. City (if outside corporate limits, write RURAL) Or Town
4. Color or Race	5. Age Yrs	6. Number this marriage (1st, 2nd, 3rd, etc)	12. Color or Race	13. Age Yrs	14. Number this marriage (1st, 2nd, 3rd, etc)
7. Birthplace (State or foreign country city or town)	15. Birthplace (State or foreign country city or town)
8a Usual Occupation	8b Kind of industry or business	16a Usual Occupation	16b Kind of industry or business
17. Place of divorce: a. County Nez Perce b. City	18. Place of marriage: a. State b. County
c. Court 10th Dist	c. City (if outside corporate limits, write RURAL) Or Town

19. Date of marriage: (month) (day) (year)	20. Date of separation: (month) (day) (year)	21. Plaintiff: Husband ☐ Wife ☒	22. Was case contested? Yes ☐ No ☐
23. Date of filing petition: (month) (day) (year)	24. Date of decree or judgment: (month) (day) (year)	25. Cause or ground for divorce:	
1 21 1950	Aug 30th 1949	Extreme Cruelty	
26. Absolute divorce or conditions	27. Divorce granted to: Husband ☐ Wife ☒	28. Alimony granted: Yes ☐ No ☐	29. No. children affected by the decree:
Absolute			
30. Total number of children by this marriage:			

Date signed _____ Signature _____ Clerk District Court

Form DPH-49065

Date received by State Registrar _____

I, PHILIP WEISGERBER, Clerk of the above entitled Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Divorce in the above entitled cause as the same now appears on file and of record in my office. WITNESS my hand and official seal this 21st day of Jan, 1950.

PHILIP WEISGERBER, Clerk

By E V Beck Deputy

8293

IN THE DISTRICT COURT OF THE TENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE.

10365

JUANITA M. TONKINSON, Plaintiff,

-vs-

ORA W. TONKINSON, Defendant.

FILED
AT 10e O'CLOCK A
JAN 21 1950
PHILIP WEISGERBER
Clerk of the District Court
By E. V. Beck
E. V. BECK DEPUTY

DECREE OF DIVORCE

This matter having come on regularly for hearing on this 30th day of August, 1949, and evidence having been adduced and submitted, and the Court having considered the same; and the Court having made and entered it's Findings of Fact and Conclusions of Law,

NOW THEREFORE,

IT IS ORDERED, ADJUDGED, AND DECREED, that plaintiff be, and she hereby is granted an absolute divorce from the defendant on the grounds of extreme cruelty; and that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same hereby are in all respects and forever dissolved.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the following described property, to-wit:

House and Lot in the village of Juliaetta, Idaho

House furniture, furnishings, fixtures and equipment,

Model A Ford, 4-door sedan automobile,

1937 Dodge sedan automobile

is the separate property of the defendant, and plaintiff does not have any right, title or interest therein or thereto.

Dated this 30th day of August, 1949.

LEO McCARTY
District Judge

Entered Vol. ____ Page ____
Docketed Vol. 10 Page 20

EARLE W. MORGAN
LAWYER
BREIER BUILDING
LEWISTON, IDAHO

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

STATE OF IDAHO

8294
State File No. _____

COUNTY OF OWYHEE

DOCKET NO. 2268

HUSBAND	WIFE
1. Full Name (first) Claude (middle) (last) Newton	9. Full Name (first) Eulene (middle) (last) Newton
2. Residence at time of divorce: a. State Utah b. County Salt Lake c. City (if outside corporate limits, write RURAL) Or Town Garfield	10. Residence at time of divorce: a. State Idaho b. County c. City (if outside corporate limits, write RURAL) Or Town
3. Residence at time of marriage: a. State b. County c. City (if outside corporate limits, write RURAL) Or Town	11. Residence at time of marriage: a. State b. County c. City (if outside corporate limits, write RURAL) Or Town
4. Color or Race	5. Age Yrs	6. Number this marriage (1st, 2nd, 3rd, etc)	12. Color or Race	13. Age Yrs	14. Number this marriage (1st, 2nd, 3rd, etc)
7. Birthplace (State or foreign country city or town)	15. Birthplace (State or foreign country city or town)
8a Usual Occupation / 8b Kind of industry or business	16a Usual Occupation / 16b Kind of industry or business

17. Place of divorce: a. County Owyhee b. City Murphy c. Court District Court of the Third Judicial Dist. of the State of Idaho

18. Place of marriage: a. State Nevada b. County Washoe c. City (if outside corporate limits, write RURAL) Or Town Reno

19. Date of marriage: (month) November (day) 13 (year) 1948

20. Date of separation: (month) (day) (year)

21. Plaintiff: Husband ☐ Wife ☒

22. Was case contested? Yes ☐ No ☒

23. Date of filing petition: (month) November (day) 18 (year) 1949

24. Date of decree or judgment: (month) Dec (day) 20 (year) 1949

25. Cause or ground for divorce: Failure to Support

26. Absolute divorce or conditions restore her former name of Eulene Bundy

27. Divorce granted to: Husband ☐ Wife ☒

28. Alimony granted: Yes ☐ No ☒

29. No. children affected by the decree: None

30. Total number of children by this marriage: None

Date signed 2/3/50 Signature F. M. HOBBS Clerk District Court

By Shirley Swinney Deputy.

Form DPH-49065

Date received by State Registrar FEB 6 1950

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE.

* * * * *

EULENE NEWTON,

Plaintiff,

-vs-

CLAUDE NEWTON,

Defendant.

* * * * *

D E C R E E

Case No. 2268

District Court, Owyhee County, Idaho

Date Filed 1/3/50 9:10 a.m.

Clerk

The above-entitled action came on regularly to Deputy be heard and tried before the Court at Chambers in Boise, Ada County, State of Idaho, sitting without a jury, on the 30th day of December, 1949, plaintiff appearing in person and with her attorney, Milo Axelsen, and the defendant not appearing either in person or by attorney; and the Court having heretofore entered the default of the defendant, the Court proceeded to hear the evidence introduced in support of plaintiff's complaint; and it appearing to the Court that the defendant is guilty of wilful neglect, and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED and DECREED that the Plaintiff, Eulene Newton, be divorced from the Defendant, Claude Newton, and be restored her former name, Eulene Bundy, and that the bonds of matrimony heretofore existing between the Plaintiff and the Defendant be dissolved.

Dated at Chambers in Boise, Ada County, State of Idaho, this 30th day of December, 1949.

CHAS. F. KOELSCH
District Judge.

STATE OF IDAHO, } ss.
COUNTY OF OWYHEE, }

I, F. M. HOBBS, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Decree #2268 Eulene Newton, Plaintiff

vs

Claude Newton, Defendant.

filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of February, 1950.

By Shirley Swinney, Deputy.

F. M. HOBBS, Clerk.

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

State File No. 8295

STATE OF IDAHO

COUNTY OF Twin Falls

DOCKET NO. _____

HUSBAND	WIFE
1. Full Name (first) Robert (middle) _____ (last) Toney	9. Full Name (first) Masie (middle) _____ (last) Toney
2. Residence at time of divorce: a. State _____ b. County _____	10. Residence at time of divorce: a. State _____ b. County _____
c. City (if outside corporate limits, write RURAL) Or Town _____	c. City (if outside corporate limits, write RURAL) Or Town _____
3. Residence at time of marriage: a. State _____ b. County _____	11. Residence at time of marriage: a. State _____ b. County _____
c. City (if outside corporate limits, write RURAL) Or Town _____	c. City (if outside corporate limits, write RURAL) Or Town _____
4. Color or Race _____ 5. Age _____ Yrs 6. Number this marriage (1st, 2nd, 3rd, etc) _____	12. Color or Race _____ 13. Age _____ Yrs 14. Number this marriage (1st, 2nd, 3rd, etc) _____
7. Birthplace (State or foreign country city or town) _____	15. Birthplace (State or foreign country city or town) _____
8a Usual Occupation _____ 8b Kind of industry or business _____	16a Usual Occupation _____ 16b Kind of industry or business _____
17. Place of divorce: a. County Twin Falls b. City _____ c. Court 11th Dist	18. Place of marriage: a. State _____ b. County _____ c. City (if outside corporate limits, write RURAL) Or Town _____

19. Date of marriage: (month) (day) (year)	20. Date of separation: (month) (day) (year)	21. Plaintiff: Husband ☐ Wife ☒	22. Was case contested? Yes ☐ No ☒
23. Date of filing petition: (month) 1 (day) 16 (year) 1950	24. Date of decree or judgment: (month) 12 (day) 31 (year) 1949	25. Cause or ground for divorce: Mental and Physical Cruelty	
26. Absolute divorce or conditions: Absolute	27. Divorce granted to: Husband ☐ Wife ☒	28. Alimony granted: Yes ☐ No ☐	29. No. children affected by the decree: _____
30. Total number of children by this marriage: _____			

Date signed _____ Signature _____ Clerk District Court

Form DPH-49065

Date received by State Registrar _____

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

- - - - - -

Masie Toney,

Plaintiff,

vs.

Robert Toney,

Defendant.

COPY
DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JAN 16 1950
O. A. Bullen Clerk
By Irene C. Nielsen Deputy Clerk

- - -

D E C R E E .

This cause having come on regularly to be heard before the court on the 6th day of May, 1949, at the court room of said court in Twin Falls, Twin Falls County, State of Idaho, with the plaintiff appearing in person and by her counsel W.L. Dunn, Esq., and the defendant neither appearing in person or by counsel, but the defendant having theretofore caused his voluntary appearance to be filed in said court in said cause, whereby he expressley waived the service of summons upon him, admitted the receipt of a copy of the complaint on file in said cause, waived the statutory time within which to plead or answer said complaint and submitted himself to the jurisdiction of the above entitledcourt and consented that a default be entered against him therein, and the Clerk's default having been duly entered and approved by the court, the court thereupon proceeded to hear the testimony of witnesses duly sworn and examined in support of plaintiff's complaintand the matter being finally submitted and the court being fully advised in the premises, finds that the defendant has treated plaintiff with extreme cruelty to the extent of causing plaintiff great and grievous mental and physical suffering and distress and that all of the allegations of plaintiff's complaint are fully sustained, Wherefore, NOW, THEREFORE, upon motion of W.L. Dunn, counsel for the plaintiff it is Hereby ORDERED, ADJUDGED and DECREED:

That the bonds of matrimony heretofore existing between the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony.

Dated December 31, 1949.

Hugh A. Baker

DISTRICT JUDGE.

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

State File No. 8296

STATE OF IDAHO

COUNTY OF Twin Falls

DOCKET NO. _____

HUSBAND	WIFE
1. Full Name (first) Paul (middle) Martin (last)	9. Full Name (first) Ruth (middle) Martin (last)
2. Residence at time of divorce: a. State b. County	10. Residence at time of divorce: a. State b. County
c. City (if outside corporate limits, write RURAL) Or Town	c. City (if outside corporate limits, write RURAL) Or Town
3. Residence at time of marriage: a. State b. County	11. Residence at time of marriage: a. State b. County
c. City (if outside corporate limits, write RURAL) Or Town	c. City (if outside corporate limits, write RURAL) Or Town
4. Color or Race / 5. Age Yrs / 6. Number this marriage (1st, 2nd, 3rd, etc)	12. Color or Race / 13. Age Yrs / 14. Number this marriage (1st, 2nd, 3rd, etc)
7. Birthplace (State or foreign country city or town)	15. Birthplace (State or foreign country city or town)
8a Usual Occupation / 8b Kind of industry or business	16a Usual Occupation / 16b Kind of industry or business
17. Place of divorce: a. County Twin Falls b. City Twin Falls c. Court 11th Dist	18. Place of marriage: a. State b. County c. City (if outside corporate limits, write RURAL) Or Town

19. Date of marriage: (month) (day) (year)	20. Date of separation: (month) (day) (year)	21. Plaintiff: Husband ☐ Wife ☒	22. Was case contested? Yes ☐ No ☒
23. Date of filing petition: (month) 1 (day) 16 (year) 1950	24. Date of decree or judgment: (month) Dec. (day) 31 (year) 1949	25. Cause or ground for divorce: Non-Support	
26. Absolute divorce or conditions: Absolute	27. Divorce granted to: Husband ☐ Wife ☒	28. Alimony granted: Yes ☐ No ☐	29. No. children affected by the decree: 1
30. Total number of children by this marriage: 1			

Date signed _____ Signature _____ Clerk District Court

Form DPH-49065

Date received by State Registrar _____

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR TWIN FALLS COUNTY.

- - - - - - -

Ruth Martin,

Plaintiff,

vs.

Paul Martin,

Defendant.

- - -

COPY
DISTRICT COURT
Eleventh Judicial District
County of Twin Falls, State of Idaho
FILED JAN 16 1950
C. A. Bullen Clerk
Irene C. Nielsen Deputy Clerk

D E C R E E .

This cause having come on retularly to be heard before the court on the 9th day of December, 1949, at the court room of said court in Twin Falls, Twin Falls County, State of Idaho, with the plaintiff appearing in person and by her counsel W.L. Dunn, Esq., and the defendant neither appearing in person of by counsel, but having theretofore caused his voluntary appearance to be filed in said court in said cause, whereby he expressley waived the service of summons upon him, admitted the receipt of a certified copy of the complaint on file in said cause, waived the statutory time within which to plead to or answer the said complaint, submitted himself to the jurisdiction of the above entitled court and consented that a default be entered against him therein, whereupon the Clerk's default was duly entered and approved by the court, when the court proceeded to hear the testimony of witnesses duly sworn and examined in support of plaintiff's complaint, with the matter being finally submitted, and the court being fully advised in the premises, finds that the defendant has failed to provide the common necessaries of life to plaintiff for more than one year prior to the filing of said complaint, although the said defendant is and has been an able bodied man capable of earning sufficient money with which to have furnished such necessities, but for his neglect to do so, and that all of the allegations of plaintiff's complaint are

fully sustained, Wherefore, NOW, THEREFORE, upon motion of W.L. Dunn, counsel for the plaintiff it is Hereby ORDERED, ADJUDGED and DECREED:

1. That the bonds of matrimony heretofore existing between the plaintiff and the defendant be absolutely dissolved and the parties hereto freed from all of the obligations of matrimony. 2

2. That the care, custody and control of the infant daughter age nine (9) months at the date of the complaint, named Ginger Ann Martin be and is hereby awarded to the plaintiff, who is found to be a fit and proper person to have the care, custody and control of said infant daughter.

3. That the household furnishings of the approximate value of Five hundred twenty-five ($525.00) dollars, together with a 1937 model DeSota Sedan of the approximate value of Two hundred ($200.00) dollars is hereby awarded to the plaintiff as her sole and seperate property.

4. That Lot Ten (10) Block One (1) Crowthers Amended Addition to the City of Twin Falls, Twin Falls County, State of Idaho, with the appurtenances and improvements is hereby awarded to the plaintiff as her sole and seperate estate, subject to the balance due on the purchase price of said real estate.

Dated December 31, 1949. Hugh A Baker

DISTRICT JUDGE.

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

STATE OF IDAHO

State File No. 08307

COUNTY OF Kootenai

DOCKET NO. 14977

HUSBAND	WIFE
1. Full Name (first) Ludwig (middle) C. (last) Brown	9. Full Name (first) Rachel (middle) J. (last) Brown
2. Residence at time of divorce: a. State ✓ b. County ✓ c. City (if outside corporate limits, write RURAL) Or Town ✓	10. Residence at time of divorce: a. State Idaho b. County Kootenai c. City (if outside corporate limits, write RURAL) Or Town
3. Residence at time of marriage: a. State b. County c. City (if outside corporate limits, write RURAL) Or Town	11. Residence at time of marriage: a. State b. County c. City (if outside corporate limits, write RURAL) Or Town
4. Color or Race W	5. Age ✓ Yrs	6. Number this marriage (1st, 2nd, 3rd, etc) ✓	12. Color or Race W	13. Age ✓ Yrs	14. Number this marriage (1st, 2nd, 3rd, etc) ✓
7. Birthplace (State or foreign country city or town) ✓	15. Birthplace (State or foreign country city or town) ✓
8a Usual Occupation ✓	8b Kind of industry or business ✓	16a Usual Occupation ✓	16b Kind of industry or business ✓
17. Place of divorce: a. County b. City c. Court 8th Judicial District	18. Place of marriage: a. State Montana b. County Flathead c. City (if outside corporate limits, write RURAL) Or Town
19. Date of marriage: (month) May (day) (year)	20. Date of separation: (month) May (day) (year)	21. Plaintiff: Husband ☐ Wife ☑	22. Was case contested? Yes ☐ No ☑
23. Date of filing petition: (month) May (day) 28 1950	24. Date of decree or judgment: (month) May (day) 5 1949	25. Cause or ground for divorce: Extreme Cruelty
26. Absolute divorce or conditions	27. Divorce granted to: Husband ☐ Wife ☑	28. Alimony granted: Yes ☐ No ☐	29. No. children affected by the decree: /
30. Total number of children by this marriage: /			

Date signed JAN 27 1951 Signature JAMES D. RIGGS Clerk District Court

Form DPH-49065

Date received by State Registrar JAN 31 1951

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

STATE OF IDAHO
County of Kootenai } ss

Filed JAN 27 1951 19
at o'clock M.
JAMES D. RIGGS
CLERK DISTRICT COURT
By DEPUTY

******

RACHEL J. BROWN)

Plaintiff,)

vs.) DECREE OF DIVORCE

LINDBERG C. BROWN)

Defendant,)

****

This cause having come on regularly for hearing in the Court Room of the above entitled Court at Coeur d'Alene, Kootenai County, State of Idaho, on the 27th day of January 1951, before the Honorable O. C. Wilson, one of the Judges of the above entitled Court and it appearing from the records in said cause that the said defendant in said action had been duly and regularly served with legal process herein and having failed to answer, demur, or plead to said complaint or appear in person or be represented by counsel within the time allowed by law or at all, and the plaintiff appearing in person and being represented by her attorney Harold S. Purdy, whereupon witnesses were sworn and testified for plaintiff and I, one of the Judges of said Court have made and entered my findings of fact and conclusions of law in favor of the plaintiff and against the defendant,

NOW THEREFORE

IT IS ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between Rachel J. Brown and Lindberg C. Brown be, and the same hereby are held for naught and plaintiff is granted a decree of absolute divorce from said defendant on the grounds of extreme cruelty.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff

be decreed the care, control, and custody of said minor child Jerry C. Brown, subject to reasonable visitations by said defendant.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that said defendant be required to pay to said plaintiff for support and maintenance of said minor child during its minority the sum of $50.00 per month.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that said defendant be required to pay to said plaintiff as alimony the sum of $ 50.00 per month.

That said defendant be required to pay said plaintiff as, and for plaintiff's attorneys fees the sum of $200.00.

Dated at Coeur d'Alene, Kootenai County, State of Idaho, this 27th day of January, 1951.

O. C. WILSON
District Judge

STATE OF IDAHO)
SS
County of Kootenai)

I, James D. Riggs, Clerk of the District Court of the Eighth Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify the foregoing to be a full, true, and correct copy of the original decree of divorce in the case of Rachel J. Brown vs. Lindberg C. Brown now on file in my office in the above entitled action.

Witness my hand and the seal of said Court on this, the 27th day of January, 1951.

Clerk James D. Riggs

By Deputy Melvina P. Pratt

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

STATE OF IDAHO

State File No. 08308

COUNTY OF Owyhee

DOCKET NO.

HUSBAND

1. Full Name (first) Orville (middle) (last) Harms
2. Residence at time of divorce:
   a. State Idaho b. County Canyon
   c. City (if outside corporate limits, write RURAL) Or Town Nampa
3. Residence at time of marriage:
   a. State b. County
   c. City (if outside corporate limits, write RURAL) Or Town
4. Color or Race
5. Age Yrs
6. Number this marriage (1st, 2nd, 3rd, etc)
7. Birthplace (State or foreign country city or town)
8a Usual Occupation
8b Kind of industry or business

WIFE

9. Full Name (first) Wilma (middle) (last) Harms
10. Residence at time of divorce:
    a. State Idaho b. County
    c. City (if outside corporate limits, write RURAL) Or Town
11. Residence at time of marriage:
    a. State b. County
    c. City (if outside corporate limits, write RURAL) Or Town
12. Color or Race
13. Age Yrs
14. Number this marriage (1st, 2nd, 3rd, etc)
15. Birthplace (State or foreign country city or town)
16a Usual Occupation
16b Kind of industry or business

17. Place of divorce:
    a. County Owyhee b. City Murphy
    c. Court Third Judicial District
18. Place of marriage:
    a. State Idaho b. County Canyon
    c. City (if outside corporate limits, write RURAL) Or Town Nampa, Ida
19. Date of marriage: (month) Oct. (day) 2 (year) 1943
20. Date of separation: (month) (day) (year)
21. Plaintiff: Husband ☐ Wife ☒
22. Was case contested? Yes ☐ No ☒
23. Date of filing petition: (month) Aug. (day) 22 (year) 1949
24. Date of decree or judgment: (month) Sept. (day) 20 (year) 1949
25. Cause or ground for divorce: failure to provide for common necessities
26. Absolute divorce or conditions: Awarded custody of minor child
27. Divorce granted to: Husband ☐ Wife ☒
28. Alimony granted: Yes ☐ No ☒
29. No. children affected by the decree: one
30. Total number of children by this marriage: one

Date signed March 13, 1950 Signature Fred Robbs Clerk District Court

Form DPH-49065

Date received by State Registrar MAR 14 1950

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE.

* * * * *

WILMA HARMS,

Plaintiff,

-vs-

ORVILLE HARMS,

Defendant.

DECREE

Case No. 2258

District Court, Third Judicial District, Owyhee County, Idaho

Date Filed 2/22/50 9:30 am

Fred Hobbs

Clerk

By ..... Deputy

* * * * *

The above-entitled action came on regularly to be heard and tried before the Court at Chambers in Boise, Ada County, State of Idaho, sitting without a jury, on the 20th day of September, 1949, plaintiff appearing in person and with her attorney, Milo Axelsen, and the defendant not appearing either in person or by attorney; and the Court having heretofore entered the default of the defendant, the Court proceeded to hear the evidence introduced in support of plaintiff's complaint; and it appearing to the Court that the defendant is guilty of wilful neglect, and the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED and DECREED that the Plaintiff, Wilma Harms, be divorced from the Defendant, Orville Harms, and that the bonds of matrimony heretofore existing between the Plaintiff and the Defendant be dissolved; and

IT IS FURTHER ORDERED, ADJUDGED and DECREED, That the plaintiff be awarded the care, custody and control of the minor child of the plaintiff and defendant, to-wit: Richard Harms, born on October 2nd, 1945, with the right of reasonable visitation by the defendant; and that defendant pay to plaintiff the sum of $25.00 per month for the support and maintenance of said minor child.

Dated at Chambers in Boise, Ada County, State of Idaho, this 20th day of September, 1949.

CHAS. F. KOELSCH
District Judge.

Plaintiff's Exhibit
No. 2478

STATE OF IDAHO,
County of Owyhee, } ss.

CERTIFICATE

I, F.M.Hobbs, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Owyhee, do hereby certify that the foregoing is a true and correct copy of the original Decree-Wilma Harms,
vs
Orville Harms

filed in the above entitled action and remaining now on file in my office at Murphy, Owyhee County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of February, 1950.

F.M.Hobbs
Clerk.

....., Deputy.

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

State File No. 08309

STATE OF IDAHO

COUNTY OF CARIBOU

DOCKET NO. 26756

HUSBAND

1. Full Name (first) Henry (middle) E (last) Huff
2. Residence at time of divorce:
   a. State Idaho b. County Caribou
   c. City (if outside corporate limits, write RURAL) Or Town Soda Springs
3. Residence at time of marriage:
   a. State b. County
   c. City (if outside corporate limits, write RURAL) Or Town
4. Color or Race: White
5. Age: Yrs
6. Number this marriage (1st, 2nd, 3rd, etc)
7. Birthplace (State or foreign country city or town)
8a Usual Occupation
8b Kind of industry or business

WIFE

9. Full Name (first) Doris (middle) V (last) Huff
10. Residence at time of divorce:
    a. State Idaho b. County Caribou
    c. City (if outside corporate limits, write RURAL) Or Town Soda Springs
11. Residence at time of marriage:
    a. State b. County
    c. City (if outside corporate limits, write RURAL) Or Town
12. Color or Race: White
13. Age: Yrs
14. Number this marriage (1st, 2nd, 3rd, etc)
15. Birthplace (State or foreign country city or town)
16a Usual Occupation
16b Kind of industry or business

17. Place of divorce:
    a. County Caribou b. City Soda Springs
    c. Court District (Fifth Judicial)
18. Place of marriage:
    a. State Montana b. County
    c. City (if outside corporate limits, write RURAL) Or Town Shelby
19. Date of marriage: (month) (day) (year) 1930
20. Date of separation: (month) Dec (day) (year) 1949
21. Plaintiff: Husband ☐ Wife ☒
22. Was case contested? Yes ☐ No ☒
23. Date of filing petition: (month) Dec (day) 2 (year) 1949
24. Date of decree or judgment: (month) Dec (day) 30 (year) 1949
25. Cause or ground for divorce: Mental Cruelty
26. Absolute divorce or conditions: Absolute
27. Divorce granted to: Husband ☐ Wife ☒
28. Alimony granted: Yes ☐ No ☒
29. No. children affected by the decree: 2
30. Total number of children by this marriage: 2

Date signed April 7, 1950 Signature Colin Chester Clerk District Court

Form DPH-49065

Date received by State Registrar

49-452-B

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR CARIBOU COUNTY.

DORIS V. HUFF Plaintiff,	:	
vs.	:	D E C R E E
HENRY E. HUFF Defendant.	:	

THIS CAUSE came on regularly to be heard on this the 30th day of December, 1949, before the Honorable L. E. Glennon, a Judge of said Court, sitting without a jury, the plaintiff appearing in person and by her attorney and the defendant appearing not but making default, and it appearing to the Court that the defendant has been served with summons for the length of time and in the manner required by law and the default of the defendant has been regularly entered herein; the Court proceeded to hear the evidence of the plaintiff; the evidence being closed, the Court having considered the law and the evidence, and findings of fact and conclusions of law having been waived, and it appearing to the satisfaction of the Court that each and all of the allegations in plaintiff's complaint are true:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

I. That the bonds of matrimony heretofore existing between the plaintiff, Doris V. Huff, and the defendant Henry E. Huff, be and the same are hereby wholly dissolved and the parties freed from the obligations thereof, and the plaintiff is hereby granted a Decree of Divorce from the defendant.

II. That the real estate described in plaintiff's complaint and particularly described as follows, to-wit:

> Commencing at a point 33 feet East of the Northwest corner of Lot 6 of Block 12 of the City of Soda Springs, Idaho as the said City of Soda Springs, Idaho is now platted and on file with the County Recorder of Caribou County, Idaho, and in accordance with Ordinance No. 89 of said City; thence running East along the North line of said Lot 6 a

distance of 62 feet; thence South at right angles 181 feet to the South Boundary line of said Lot 6, thence West a distance of 62 feet, thence North at right angles 181 feet to the place of beginning. Being a tract of land 62 feet in width (east and west) by 181 feet in length (north and south) situated in Lot 6 of Block 12 of the City of Soda Springs, Idaho.

standing in the name of Doris Huff and Henry E. Huff, the said Doris Huff being the same person as is described in this Decree as Doris V. Huff, is hereby decreed to Henry E. Huff, and

It is further ORDERED that the said Henry E. Huff pay to the plaintiff forthwith the sum of $750.00 and execute and deliver to the plaintiff his certain real estate mortgage, subject only to one certain mortgage of $1025, said mortgage to the plaintiff to be due in eighteen months from this date and to pay interest at the rate of five (5) per cent per annum, and

It is further ORDERED that the defendant have the custody of Dale Huff, and the plaintiff have custody of Gayle Huff, the minor children of plaintiff and defendant.

Dated this the 30th day of December, 1949.

L. E. Glennon
District Judge

STATE OF IDAHO)
: ss.
CARIBOU COUNTY)

I, Colin Chester, Clerk, Auditor, and Recorder of Caribou County Idaho, do hereby certify that the within and foregoing is a full, true and correct copy of the original DECREE as the same appears on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of this office at Soda Springs, Idaho, this 28th day of March 1950.

Colin Chester
Clerk, Auditor and Recorder, Caribou County Idaho

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

STATE OF IDAHO

State File No. 08310

COUNTY OF Payette

DOCKET NO. 2754

HUSBAND

1. Full Name (first) Francis (middle) (last) Osburn
2. Residence at time of divorce:
   a. State Oregon b. County
   c. City (if outside corporate limits, write RURAL) Or Town Wendling
3. Residence at time of marriage:
   a. State Idaho b. County Payette
   c. City (if outside corporate limits, write RURAL) Or Town Payette
4. Color or Race W
5. Age 30 Yrs
6. Number this marriage (1st, 2nd, 3rd, etc) 2nd
7. Birthplace (State or foreign country city or town) not known
8a. Usual Occupation lawyer
8b. Kind of industry or business lawmills
17. Place of divorce:
   a. County Payette b. City Payette
   c. Court Seventh Judicial District of Idaho

WIFE

9. Full Name (first) Ruth (middle) (last) Osburn
10. Residence at time of divorce:
    a. State Idaho b. County Payette
    c. City (if outside corporate limits, write RURAL) Or Town Payette
11. Residence at time of marriage:
    a. State Idaho b. County Payette
    c. City (if outside corporate limits, write RURAL) Or Town RP #2
12. Color or Race W
13. Age 22 Yrs
14. Number this marriage (1st, 2nd, 3rd, etc) 2nd
15. Birthplace (State or foreign country city or town) Payette
16a. Usual Occupation telephone operator
16b. Kind of industry or business telephone
18. Place of marriage:
    a. State Payette b. County Payette
    c. City (if outside corporate limits, write RURAL) Or Town Payette

19. Date of marriage: (month) May (day) 13 (year) 1947
20. Date of separation: (month) August (day) (year) 1947
21. Plaintiff: Husband ☐ Wife ☒
22. Was case contested? Yes ☐ No ☒
23. Date of filing petition: (month) Dec (day) 8 (year) 1949 ?
24. Date of decree or judgment: (month) March (day) 20 (year) 1949
25. Cause or ground for divorce: Desertion
26. Absolute divorce or conditions Absolute
27. Divorce granted to: Husband ☐ Wife ☒
28. Alimony granted: Yes ☐ No ☒
29. No. children affected by the decree: none
30. Total number of children by this marriage: none

Date signed 20 March 1950 Signature Lillian Wilson Clerk District Court

Form DPH-49065

Date received by State Registrar MAR 22 1950

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

* * * * *

RUTH OSBURN,

Plaintiff,

-vs-

FRANCIS OSBURN,

Defendant.

No. 2754

Filed and entered
March 20.1950

DECREE OF DIVORCE

Lillian Wilson, Clerk.

- - - - -

This cause came on regularly for hearing this 20th day of March, 1950, plaintiff appearing in person and by Vernon Daniel, Esq., of the law firm of Welker & Daniel of Payette, Idaho, her attorneys of record, and defendant not appearing in person, or otherwise, and it appearing that said defendant has been duly and regularly served with summons by personal service without the State of Idaho, and the time for answering or appearing in said matter having expired the default of the defendant was duly and regularly entered, and it appearing that the defendant does not come within the Soldier and Sailors' Civil Relief Act of 1940, as amended, the Court then proceeded to hear the testimony and evidence introduced by the plaintiff in support of her cause of action on file herein; and it appearing to the satisfaction of the Court from the evidence so adduced that the defendant deserted the plaintiff in August of 1947, all without cause or provocation,

Now, Therefore, It is hereby ORDERED, ADJUDGED and DECREED, That the bonds of matrimony now existing between the plaintiff Ruth Osburn and the defendant Francis Osburn, be, and the same are hereby dissolved, and the plaintiff be and she is hereby granted a full and complete Decree of Divorce against the defendant upon the grounds of desertion as prayed for in her complaint, and plaintiff and defendant are hereby restored to the status of unmarried persons; and,

It is hereby further ORDERED, ADJUDGED and DECREED, That plaintiff's former name of Hotchkiss is restored to her.

Done in Open Court this 20th day of March, 1950.

A. O. Sutton
District Judge

State of Idaho)
) ss.
County of Payette)

I, Lillian Wilson, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Payette, do hereby certify that the foregoing copy of Decree - Divorce has been by me compared with the original and that it is a true and correct copy thereof, and of the whole of such original as the same appears on file at my office and in my custody in Case No. 2754.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of March, 1950.

Lillian Wilson
Clerk of the District Court

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

STATE OF IDAHO

State File No. 08311

COUNTY OF Valley

DOCKET NO.

HUSBAND

1. Full Name (first) James (middle) Guy (last) Kofoed
2. Residence at time of divorce: a. State b. County
   c. City (if outside corporate limits, write RURAL) Or Town
3. Residence at time of marriage: a. State b. County
   c. City (if outside corporate limits, write RURAL) Or Town
4. Color or Race
5. Age Yrs
6. Number this marriage (1st, 2nd, 3rd, etc)
7. Birthplace (State or foreign country city or town)
8a Usual Occupation
8b Kind of industry or business

WIFE

9. Full Name (first) Johanna (middle) (last) Kofoed
10. Residence at time of divorce: a. State Idaho b. County Valley
    c. City (if outside corporate limits, write RURAL) Or Town
11. Residence at time of marriage: a. State b. County
    c. City (if outside corporate limits, write RURAL) Or Town
12. Color or Race
13. Age Yrs
14. Number this marriage (1st, 2nd, 3rd, etc)
15. Birthplace (State or foreign country city or town)
16a Usual Occupation
16b Kind of industry or business

17. Place of divorce: a. County Valley b. City Cascade
    c. Court 7th District
18. Place of marriage: a. State b. County
    c. City (if outside corporate limits, write RURAL) Or Town
19. Date of marriage: (month) (day) (year)
20. Date of separation: (month) (day) (year)
21. Plaintiff: Husband ☐ Wife ☒
22. Was case contested? Yes ☐ No ☐
23. Date of filing petition: (month) (day) (year)
24. Date of decree or judgment: (month) May (day) 7, (year) 1949
25. Cause or ground for divorce:
26. Absolute divorce or conditions
27. Divorce granted to: Husband ☐ Wife ☐
28. Alimony granted: Yes ☐ No ☐
29. No. children affected by the decree:
30. Total number of children by this marriage:

Date signed March 27, 1950 Signature Forest E. Robb Clerk District Court

Form DPH-49065

Date received by State Registrar

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

Case No. 1109 Inst. No. 5

DISTRICT COURT VALLEY COUNTY, IDAHO

Filed 3- 27 1950 at M.

Forest E. Robb CLERK

Shirley Phillips DEPUTY

JOHANNA KOFOED,

Plaintiff,

vs.

JAMES GUY KOFOED,

Defendant.

DECREE

THIS CAUSE coming on to be heard before the Court at Chambers at Weiser, Idaho, this 7th day of May, 1949; C. Ben Martin appearing as counsel for the plaintiff and the defendant having duly and regularly accepted service of summons and complaint in the above entitled action, and defendant having failed, refused and neglected to appear, plead to and answer the complaint within the time allowed by law and the default of the defendant being duly and regularly entered, the plaintiff having introduced testimony in support of her complaint and her residence being duly established, and the court being fully advised in the premises,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED and DECREED and this does order, adjudge and decree that the bonds of matrimony now existing between the parties hereto be and the same are hereby dissolved and the plaintiff is hereby given and granted a decree of divorce of and from the defendant herein.

Done and dated in Chambers at Weiser, Idaho, this 7th day of May, 1949.

Recorded in Book 3 of Judgments at page 56.

A. O. Sutton
District Judge

STATE OF IDAHO,) SS.
County of Valley.)

I, Forest E. Robb, Clerk of the District Court

in and for Valley County, Idaho, DO HERBEY CERTIFY AND DECLARE that I have compared the foregoing ....Decree.....Kofoed vs Kofoed.....

..... with the record of such ..decree.....

in my office, which instrument is (filed and indexed) &(Recorded) in Book....3..... of.....

Judgments....., at page ..56....., and that the foregoing is a true and correct copy of such record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this ...27th day of .....March....., 19.50..

.....Forest E. Robb.....

Clerk of the District Court
Valley County, Idaho

By L. Hanley Hodgson
Deputy

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

State File No. 08312

STATE OF IDAHO

COUNTY OF Bannock

DOCKET NO.

HUSBAND

1. Full Name (first) Cecil (middle) Brady (last) Haggart
2. Residence at time of divorce: a. State b. County
   c. City (if outside corporate limits, write RURAL) Or Town
3. Residence at time of marriage: a. State b. County
   c. City (if outside corporate limits, write RURAL) Or Town
4. Color or Race
5. Age Yrs
6. Number this marriage (1st, 2nd, 3rd, etc)
7. Birthplace (State or foreign country city or town)
8a Usual Occupation
8b Kind of industry or business

WIFE

9. Full Name (first) Caroline (middle) Jean (last) Haggart
10. Residence at time of divorce: a. State Idaho b. County Bannock
    c. City (if outside corporate limits, write RURAL) Or Town
11. Residence at time of marriage: a. State b. County
    c. City (if outside corporate limits, write RURAL) Or Town
12. Color or Race
13. Age Yrs
14. Number this marriage (1st, 2nd, 3rd, etc)
15. Birthplace (State or foreign country city or town)
16a Usual Occupation
16b Kind of industry or business

17. Place of divorce: a. County Bannock b. City Pocatello
    c. Court 5th Judicial District
18. Place of marriage: a. State b. County
    c. City (if outside corporate limits, write RURAL) Or Town
19. Date of marriage: (month) (day) (year)
20. Date of separation: (month) (day) (year)
21. Plaintiff: Husband ☐ Wife ☒
22. Was case contested? Yes ☐ No ☐
23. Date of filing petition: (month) (day) (year)
24. Date of decree or judgment: (month) 1- (day) 27-49 (year)
25. Cause or ground for divorce:
26. Absolute divorce or conditions x
27. Divorce granted to: Husband ☐ Wife ☒
28. Alimony granted: Yes ☒ No ☐
29. No. children affected by the decree: one
30. Total number of children by this marriage: one

Date signed June 21, 1950 Signature Anna Keefe Clerk District Court

Form DPH-49065

Date received by State Registrar

14750

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

F I L E D
Anna Keefe
1950 JUNE 12 PM 3:44
CLERK, AUDITOR AND RECORDER
BANNOCK COUNTY, IDAHO

CAROLINE JEAN HAGGART
PLAINTIFF

VS

CECIL BRADY HAGGART
DEFENDANT

D E C R E E

This cause having come on regularly for hearing this 27 day of January 1949 before the above entitled court and it appearing to the court that the defendant had been duly and regularly served with summons and that he had heretofore appeared in person and by his attorney Black and Black, Pocatello, Idaho and that the plaintiff and the defendant, by and through their attorneys had entered into a stipulation for the settlement of the financial matters involved in the said Complaint and Answer, herein filed and it further appearing that the said defendant had heretofore filed his answer in said cause and had been duly notified of the day and date of this hearing, by notice duly given to the said Attorneys for the Defendant, and B. A. McDevitt, appearing as attorney for the plaintiff and also the plaintiff appearing in person, and no one, either the defendant or his attorneys apparing for the defendant, the court proceeded to hear the testimony produced herein and the court having received the evidence, both oral and documentary and being fully advised in the premises, it is hereby Ordered, Adjudged and Decreed; That the bonds of matrimony existing between the plaintiff and the defendant be and the same are hereby dissolved and divorced and set aside; That the custody of the minor child of the parties is hereby awarded absolutely to the plaintiff, the said child being named

Wesley Melvin Haggart

That the said defendant is hereby ordered to pay to the said plaintiff, until the majority of the said minor child, the sum of fifty dollars per month for the support of the said minor child and of the plaintiff; That the defendant pay all community and other debts incurred by the defendant during the said marriage and all debts for doctor, dentist, hospital and other necessities incurred by or in behalfoof the plaintiff during the said marriage; That the defendant shall pay to the plaintiff the sum of sixteen dollars and forty cents, court costs herein incurred.

That the defendant is hereby restrained from molesting or in any manner distmmbing the plaintiff or the said minor child.

L. E. GLENNON

L. E. Glennon
District Judge.

STATE OF IDAHO, }
County of Bannock } ss.

I, ANNA KEEFE, Clerk of the District Court, Ex-Officio Auditor and Recorder in and for said County and State, hereby certify that the above and foregoing is a full, true and correct copy of the original

D E C R E E

Caroline Jean Haggart, Plaintiff -vs- Cecil Brady Haggart, Defendant

as the same appears of record or on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pocatello, Idaho, this 21 day of June, 19 50.

By ..... Deputy

Anna Keefe
Clerk, District Court, Ex-Officio Auditor and Recorder

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

STATE OF IDAHO

State File No. 08313

COUNTY OF Madison

DOCKET NO. 2782

HUSBAND

1. Full Name (first) Dean (middle) (last) Birch
2. Residence at time of divorce:
   a. State Idaho b. County Fremont
   c. City (if outside corporate limits, write RURAL) Or Town St. Anthony
3. Residence at time of marriage:
   a. State Idaho b. County Fremont
   c. City (if outside corporate limits, write RURAL) Or Town St. Anthony
4. Color or Race White
5. Age 20 Yrs
6. Number this marriage (1st, 2nd, 3rd, etc) 1st
7. Birthplace (State or foreign country city or town) St. Anthony Idaho
8a. Usual Occupation Farming
8b. Kind of industry or business

WIFE

9. Full Name (first) Evonne (middle) (last) Archibald
10. Residence at time of divorce:
    a. State Idaho b. County Fremont
    c. City (if outside corporate limits, write RURAL) Or Town Newdale
11. Residence at time of marriage:
    a. State Idaho b. County Fremont
    c. City (if outside corporate limits, write RURAL) Or Town Newdale
12. Color or Race White
13. Age 20 Yrs
14. Number this marriage (1st, 2nd, 3rd, etc) 1st.
15. Birthplace (State or foreign country city or town) Unknown
16a. Usual Occupation Telephone Op.
16b. Kind of industry or business

17. Place of divorce:
    a. County Bonneville b. City Idaho Falls
    c. Court District (Madison County)
18. Place of marriage:
    a. State Montana b. ~~County~~ Dillon
    c. City (if outside corporate limits, write RURAL) Or Town

19. Date of marriage: (month) Sept. (day) 12 (year) 1948
20. Date of separation: (month) (day) (year)
21. Plaintiff: Husband ☑ Wife ☐
22. Was case contested? Yes ☐ No ☑
23. Date of filing petition: (month) (day) (year)
24. Date of decree or judgment: (month) Sept. (day) 1 (year) 1949
25. Cause or ground for divorce: Cruelty
26. Absolute divorce or conditions: Absolute
27. Divorce granted to: Husband ☑ Wife ☐
28. Alimony granted: Yes ☐ No ☑
29. No. children affected by the decree: None
30. Total number of children by this marriage:

Date signed 7/5-50 Signature [signature] Clerk District Court

Form DPH-49065 April 14, 1950

Date received by State Registrar JUL 6 1950

2782

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR MADISON COUNTY.

DEAN S. BIRCH, Plaintiff,	)	
vs.	)	DECREE OF DIVORCE
EVONNE BIRCH, Defendant.	)	

This matter came on regularly to be heard and tried by the court on the 14th day of April, 1950, and it appearing that the defendant was duly and regularly served with summons in the County of Madison, State of Idaho, and

It further appearing to the court that the defendant has failed to appear and plead in this case and that her default has been duly and regularly entered and that the defendant is not in the military service of the United States.

Plaintiff was present in court represented by his counsel Mary Smith of Rexburg, Idaho, and the defendant did not appear either in person or by attorney.

The plaintiff, Dean S. Birch, and Mrs. Ernest Birch were sworn and testified on behalf of plaintiff, and it appearing that the plaintiff has been a resident of the State of Idaho for more than six full weeks prior to the commencement of this action, and that the defendant has been guilty of extreme cruelty toward plaintiff, and

It firther appearing that all of the allegations and avertments in plaintiff's complaint are true.

NOW, THEREFORE, on motion of plaintiff's attorney, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the marriage between plaintiff, Dean S. Birch, and defendant, Evonne Birch, be and the same is forever dissolved, set aside and held for naught and the plaintiff and defendant, and

each of them be, and they are hereby forever absolutely released and discharged from the obligations thereof and each of them is hereby restored to the status of a single person.

2. That the name by which defendant was known prior to said marriage, to-wit: Evonne Archibald, is hereby restored to her.

Dated this 14th day of April, 1950.

Henry L. Martin
District Judge.

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

State File No. 08314

STATE OF IDAHO

COUNTY OF Twin Falls

DOCKET NO. 14352

HUSBAND

1. Full Name (first) Horace (middle) Wesley (last) French
2. Residence at time of divorce:
   a. State Idaho b. County Twin Falls
   c. City (if outside corporate limits, write RURAL) Or Town Buhl
3. Residence at time of marriage:
   a. State Idaho b. County Twin Falls
   c. City (if outside corporate limits, write RURAL) Or Town Twin Falls
4. Color or Race W
5. Age 44 Yrs
6. Number this marriage (1st, 2nd, 3rd, etc) 2
7. Birthplace (State or foreign country city or town) Oregon not known
8a Usual Occupation Labor
8b Kind of industry or business ?

WIFE

9. Full Name (first) Margaret (middle) Merle (last) French
10. Residence at time of divorce:
    a. State Idaho b. County Twin Falls
    c. City (if outside corporate limits, write RURAL) Or Town Farm
11. Residence at time of marriage:
    a. State Idaho b. County Twin Falls
    c. City (if outside corporate limits, write RURAL) Or Town —
12. Color or Race W
13. Age 54 Yrs
14. Number this marriage (1st, 2nd, 3rd, etc) 5
15. Birthplace (State or foreign country city or town) Kansas, Jewell Co
16a Usual Occupation Housewife
16b Kind of industry or business —

17. Place of divorce:
    a. County Twin Falls b. City Twin Falls
    c. Court District
18. Place of marriage:
    a. State Idaho b. County Twin Falls
    c. City (if outside corporate limits, write RURAL) Or Town Twin Falls

19. Date of marriage: (month) June (day) 13 (year) 47
20. Date of separation: (month) (day) (year)
21. Plaintiff: Husband ☐ Wife ☑
22. Was case contested? Yes ☐ No ☐
23. Date of filing petition: (month) (day) (year)
24. Date of decree or judgment: (month) Oct (day) 13 (year) 49
25. Cause or ground for divorce: Wilful neglect
26. Absolute divorce or conditions: Absolute
27. Divorce granted to: Husband ☐ Wife ☐
28. Alimony granted: Yes ☐ No ☐
29. No. children affected by the decree: None
30. Total number of children by this marriage: None

Date signed 9-8-50 Signature Helen Corlett Clerk District Court

Form DPH-49065

Date received by State Registrar OCT 17 1950

Department of Public Health
Division of Vital Statistics
Boise, Idaho

CERTIFICATE OF DIVORCE
(Or Annulment)

STATE OF IDAHO

State File No. 08315

COUNTY OF Idaho

DOCKET NO. 5618

HUSBAND

1. Full Name (first) Albert (middle) (last) Cox
2. Residence at time of divorce:
   a. State Idaho b. County Idaho
   c. City (if outside corporate limits, write RURAL) Or Town Grangeville
3. Residence at time of marriage:
   a. State Idaho b. County Idaho
   c. City (if outside corporate limits, write RURAL) Or Town Grangeville
4. Color or Race: white
5. Age: 32 Yrs
6. Number this marriage (1st, 2nd, 3rd, etc): 2nd
7. Birthplace (State or foreign country city or town)
8a Usual Occupation
8b Kind of industry or business

WIFE

9. Full Name (first) Suzie (middle) Sally (last) Cox
10. Residence at time of divorce:
    a. State Idaho b. County Idaho
    c. City (if outside corporate limits, write RURAL) Or Town Grangeville
11. Residence at time of marriage:
    a. State Idaho b. County Idaho
    c. City (if outside corporate limits, write RURAL) Or Town Grangeville
12. Color or Race: white
13. Age: 45 Yrs
14. Number this marriage (1st, 2nd, 3rd, etc): 2nd
15. Birthplace (State or foreign country city or town) Nez Perce County, Idaho
16a Usual Occupation: Waitress
16b Kind of industry or business: Resturant

17. Place of divorce:
    a. County Idaho b. City Grangeville
    c. Court District Court Tneth Judicial District
18. Place of marriage:
    a. State Idaho b. County Idaho
    c. City (if outside corporate limits, write RURAL) Or Town Grangeville
19. Date of marriage: (month) Aug. (day) 26 (year) 1949
20. Date of separation: (month) Nov. 10 (day) 10 (year) 1949
21. Plaintiff: Husband ☐ Wife ☒
22. Was case contested? Yes ☐ No ☒
23. Date of filing petition: (month) (day) (year)
24. Date of decree or judgment: (month) November 10 (day) (year) 1949
25. Cause or ground for divorce: Mental cruelty
26. Absolute divorce or conditions: absolute
27. Divorce granted to: Husband ☐ Wife ☒
28. Alimony granted: Yes ☐ No ☒
29. No. children affected by the decree: none
30. Total number of children by this marriage: none

Date signed 3/14/55 Signature Earl J. Reuter Clerk District Court

Form DPH-49065

Date received by State Registrar MAR 16 1955

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08316

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT, OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

10:53AM.

OCT 24 1949

S. S. FOOTE Clerk

Deputy

ARLEEN ALM,

Plaintiff,

- vs -

WARREN H. ALM,

Defendant.

D E C R E E.

THIS CAUSE, Came on regularly to be heard, this 24th day of October, 1949, upon the complaint herein the proof and testimony in said action.

AND THE COURT FINDS, The the Summons was duly served upon the defendant, in the State of Minnesota, and that he is not now engaged in any branch of the Military Service of the united States, and the time allowed by law to appear in this action has elapsed, and no appearance has been made by the said defendant, Therefore:

The plaintiff herein is hereby entitled to a divorce upon the grounds, of Extreame Cruelty, and Conviction of a Felony, and for the custody of the infent child of this marriage, ie: Arleyn Paul Alm, Therefore:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, By this Court:

That the bonds of matrimony existing between the plaintiff and defendant herein, be and the same are hereby dissolved, and they are hereby divorced from each other;

That the plaintiff, Arleen Alm is hereby granted the custody of the infenta child of this marriage, ie Arleyn Paul Alm, a boy, born January, 9th. 1948.

Dated this 24th day of October, 1949.

Thomas E Buckner

District Judge.

Oct 24, 1949

Isaac Mabry